

**Date:** Monday, March 10, 2008

**Time:** 9:00 a.m.

**Where:** Orange County Transportation Authority Headquarters  
600 South Main Street, First Floor - Conference Room 154  
Orange, California 92868



## **BOARD AGENDA**

Orange County Transportation Authority Board Meeting  
OCTA Headquarters  
First Floor - Room 154, 600 South Main Street  
Orange, California  
*Monday, March 10, 2008, at 9:00 a.m.*

*ACTIONS*

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the OCTA Clerk of the Board, telephone (714) 560-5676, no less than two (2) business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

### **Invocation**

Director Rosen

### **Pledge of Allegiance**

Director Amante

### **Agenda Descriptions**

The agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board of Directors may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

### **Public Comments on Agenda Items**

Members of the public wishing to address the Board of Directors regarding any item appearing on the agenda may do so by completing a Speaker's Card and submitting it to the Clerk of the Board. Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three (3) minutes.



## BOARD AGENDA

ACTIONS

### Special Matters

1. **Measure M Taxpayers' Oversight Committee Annual Public Hearing Results and Compliance Findings**

Alice T. Rogan/Ellen S. Burton

(David Sundstrom, Taxpayers' Oversight Committee Chair, will present this item.)

#### **Overview**

The Measure M Ordinance, passed in 1990 and renewed in 2006, calls for an oversight committee to serve as a watchdog over the program of transportation improvements. As required by the Measure M Ordinance, the Taxpayers Oversight Committee conducted the 17th Annual Public Hearing on February 12, 2008. The Taxpayers' Oversight Committee has found the Orange County Local Transportation Authority has acted in accordance with Measure M Ordinance No. 2 during fiscal year 2006/2007.

#### **Recommendation**

Receive and file as an information item.

### Consent Calendar (Items 2 through 20)

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

#### **Orange County Transportation Authority Consent Calendar Matters**

2. **Approval of Minutes**

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of February 25, 2008.

3. **Approval of Board Member Travel**

Approval is requested for Chairman Chris Norby from March 9-11, 2008, and Director Janet Nguyen from March 10-13, 2008, to travel to Washington, D.C., to attend the 2008 American Public Transportation Association Legislative Conference.



## BOARD AGENDA

ACTIONS

**4. Audits, Assessments, and Studies**  
Kathleen M. O'Connell

***Overview***

At the request of the Finance and Administration Committee, information regarding audits, assessments, and studies performed on projects, programs, departments, or functions of the Orange County Transportation Authority is being provided. For the four fiscal years ended June 30, 2008, approximately \$8 million has been invested in audits, assessments and studies.

***Recommendation***

Receive and file as an information item.

**5. Audit Report for State Transportation Improvement Program Planning, Programming, and Monitoring Program, Fiscal Year 2003-04 Work Program**  
Kathleen M. O'Connell

***Overview***

At the request of management, an independent audit on compliance with the State Transportation Improvement Program – Planning, Programming, and Monitoring Program has been completed by the professional accounting firm of Thompson, Cobb, Bazilio and Associates, PC for the fiscal year 2003-04 work program. A recommendation was made to improve oversight and review of invoices. Management has indicated that the recommendation will be implemented.

***Recommendation***

Receive and file the audit report for the State Transportation Improvement Program – Planning, Programming, and Monitoring Program, Fiscal Year 2003 04 Work Program.





## BOARD AGENDA

ACTIONS

**6. State Legislative Status Report**  
Manny Leon/P. Sue Zuhlke

***Overview***

On February 16, Governor Schwarzenegger signed a series of budget reduction measures passed by the legislature to address the state's fiscal emergency. Three bills are recommended for an oppose unless amended position related to transportation planning, grade separations, and traffic reduction measures. A bill is recommended for sponsorship consistent with the adopted 2008 State Legislative Platform related to the Costa Mesa Freeway. A support position is recommended on a bill related to the extension of the 91 Express Lanes.

***Recommendations***

- A. Approve a set of principles that should be considered as amendments to SB 375 (Steinberg, D-Sacramento) that help address the concerns of transportation agencies and modify position from oppose to oppose unless amended.
- B. Adopt the following recommended positions on legislation:
  - Sponsor AB 2906 (Tran, R-Costa Mesa)
  - Support SB 1316 (Correa, D Santa Ana)
  - Oppose unless amended AB 660 (Galgiani, D-Stockton)
  - Oppose unless amended AB 842 (Jones, D-Sacramento)



## BOARD AGENDA

ACTIONS

7. **Cooperative Agreement with the City of Placentia and Request for Proposals for Engineering Services for the Design of the Placentia Metrolink Station**

Pradeep Gunaratne/Kia Mortazavi

**Overview**

In conjunction with the City of Placentia, staff has developed a draft cooperative agreement for the design and construction of the Placentia Metrolink Improvement Project. The Orange County Transportation Authority is the lead agency for the design and construction of the improvements. Staff has also developed a draft request for proposals to initiate a competitive procurement process to retain a design consultant to provide plans, specifications, and estimates for the project. The improvements consist of station platforms, parking structure, surface parking, pedestrian access, and widening of the existing Melrose Street structure to accommodate new platforms.

**Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0346 with the City of Placentia for the design and construction of the Placentia Metrolink Station Improvement Project.
- B. Approve the release of Request for Proposals 7-1294 for design consulting services for the Placentia Metrolink Station Improvement Project.
- C. Approve the proposed evaluation criteria and weightings.

8. **Second Quarter Fiscal Year 2007-08 Grant Status Report**

Linda M. Gould/James S. Kenan

**Overview**

The Quarterly Grant Status Report summarizes grant activities for information purposes for the Orange County Transportation Authority Board of Directors. This report focuses on significant activity for the period of October through December 2007. The Quarterly Grant Status Report summarizes future and pending grant applications, executed and current grant awards, and closed-out grant agreements.



## BOARD AGENDA

ACTIONS

8. (Continued)

***Recommendation***

Receive and file as an information item.

9. **Fiscal Year 2007-08 Second Quarter Budget Status Report**

Victor Velasquez/James S. Kenan

***Overview***

The Orange County Transportation Authority's staff has implemented the fiscal year 2007-08 budget. This report summarizes the material variances between the budget plan and actual revenues and expenses.

***Recommendation***

Receive and file as an information item.

10. **Approval of Local Transportation Fund Fiscal Year 2008-09 Apportionment Estimates**

William Dineen, Jr./James S. Kenan

***Overview***

The Orange County Transportation Authority, as the transportation planning agency and county transportation commission for Orange County, is responsible for developing estimates used in apportioning revenues earned and deposited in the Orange County Local Transportation Fund. Transportation Development Act regulations require that the apportionments for fiscal year 2008-09 be determined and prospective claimants be advised of the amounts.

***Recommendation***

Approve the Local Transportation Fund fiscal year 2008-09 apportionment estimates and authorize the Chief Executive Officer to advise all prospective claimants of the amounts of all area apportionments from the Orange County Local Transportation Fund for the following fiscal year.



## BOARD AGENDA

ACTIONS

### Orange County Local Transportation Authority Consent Calendar Matters

11. **Cooperative Agreements with the Cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, Costa Mesa, and Newport Beach for the Go Local Program**

Darrell E. Johnson/Kia Mortazavi

#### **Overview**

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, and Costa Mesa to establish roles and responsibilities and define a proposed project concept for Step One of the Go Local Program.

#### **Committee Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0382 between the Orange County Transportation Authority and the City of Los Alamitos, in an amount not to exceed \$100,000, to study access to Metrolink with the City of Seal Beach.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0385 between the Orange County Transportation Authority and the City of Seal Beach, in an amount not to exceed \$100,000, to study access to Metrolink with the City of Los Alamitos.
- C. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-6-0830 between the Orange County Transportation Authority and the City of Westminster, in an amount not to exceed \$100,000, to conduct a needs analysis and feeder service connection study with the cities of Fountain Valley, Huntington Beach, and Stanton.
- D. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0411 between the Orange County Transportation Authority and the City of Fountain Valley, in an amount not to exceed \$100,000, to conduct a needs analysis and feeder service connection study with the cities of Huntington Beach, Westminster, and Stanton.



## BOARD AGENDA

ACTIONS

### 11. (Continued)

- E. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0509 between the Orange County Transportation Authority and the City of Costa Mesa, in an amount not to exceed \$100,000, to evaluate direct transit connections to John Wayne Airport with the City of Newport Beach.
- F. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0514 between the Orange County Transportation Authority and the City of Newport Beach, in an amount not to exceed \$100,000, to evaluate direct transit connections to John Wayne Airport with the City of Costa Mesa.

### 12. **Consultant Selection for the Renewed Measure M Freeway Strategic Plan**

Kurt Brotcke/Kia Mortazavi

#### **Overview**

The Orange County Transportation Authority is seeking professional services for the preparation of the Renewed Measure M Freeway Strategic Plan. Proposals were solicited from firms to prepare the plan and offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Recommendations are presented to finalize the procurement process.

#### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1462 between the Orange County Transportation Authority and RBF Consulting, Inc., in an amount not to exceed \$100,000, to provide services for the preparation of the Renewed Measure M Freeway Strategic Plan.



## BOARD AGENDA

ACTIONS

13. **Combined Transportation Funding Program - September 2007  
Semi-Annual Review**

Jennifer Bergener/Kia Mortazavi

**Overview**

The Orange County Transportation Authority recently completed the semi-annual review of projects funded through the Combined Transportation Funding Program. This process reviews the status of grant-funded streets and roads projects and affords an opportunity for updates. The requested changes and recommendations are provided for review and approval.

**Recommendation**

Approve adjustments to the Combined Transportation Funding Program project allocations as presented in Attachment B.

### Orange County Transit District Consent Calendar Matters

14. **Sole Source Agreement with Orbital Sciences Corporation**

Dayle Withers/Beth McCormick

**Overview**

The Orange County Transportation Authority uses an integrated transportation communication system as the link between central communications and fixed route buses. The heart of the on-board system is a mobile data terminal. The current terminal has become obsolete; the available replacement terminal will require interface development to operate with the mobile radios in use on the directly operated fixed route service vehicles.

**Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1232 between the Orange County Transportation Authority and Orbital Sciences Corporation, in an amount not to exceed \$106,589, for engineering costs and hardware to develop the interface between the Orbital Transportation Management Systems Orb/Guide/IVU3100 mobile data terminal and the M/A-COM M801 mobile radio



## BOARD AGENDA

ACTIONS

15. **Sole Source Agreement to Purchase Farebox Bill Validators**  
Dayle Withers/Beth McCormick

### **Overview**

The Orange County Transportation Authority uses an integrated fare collection system to collect, document, and process coin, cash, and pass data. The bill validator is the farebox component responsible for accepting cash and validating its denomination and authenticity. The United States Treasury is releasing a newly designed five dollar bill on March 13, 2008. Our current bill validators are not capable of accepting the new bill and are at the end of their support life. This contract is for the purchase of new model bill validators.

### **Recommendation**

Authorize the Chief Executive Officer to execute Purchase Order No. A-06815 between the Orange County Transportation Authority and GFI Genfare, in an amount not to exceed \$332,560, for procurement of 800 new BV8 model bill validators.

16. **Amendment to Agreement for the Purchase of 140 Gasoline Cutaway Buses**  
Dennis Elefante/Beth McCormick

### **Overview**

The existing agreement with Creative Bus Sales, Inc., for the purchase of gasoline-powered cutaway buses, included a base order of 58, with options for up to 140 additional buses, bringing the total order to 198 vehicles. These vehicles will be used to provide ACCESS service. To accommodate the replacement of aging vehicles for ACCESS service, these vehicles replace existing diesel-powered cutaway buses.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-6-0550, between the Orange County Transportation Authority and Creative Bus Sales, Inc., in an amount of \$12,157,136, to purchase 140 additional gasoline-powered cutaway buses, for a total contract value of \$17,143,986.



## BOARD AGENDA

ACTIONS

17. **Amendment to Agreement for Heating, Ventilation, Air Conditioning Repairs and Maintenance Services**  
Ryan Erickson/Beth McCormick

### **Overview**

On April 24, 2006, the Board of Directors approved an agreement with ACM Systems, Inc., in the amount of \$150,000, to provide heating, ventilation, air conditioning repairs and maintenance services for facility maintenance for a one-year period with four option years. It is time to consider exercising the second option.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-3001 between the Orange County Transportation Authority and ACM Systems, Inc., to exercise the second option term in an amount not to exceed \$200,000, for heating, ventilation, air conditioning repairs and maintenance services for a total contract value of \$572,500.

18. **Amendment to Agreement for Parking Lot Sweeping Services**  
Ryan Erickson/Beth McCormick

### **Overview**

On April 11, 2005, the Board of Directors approved an agreement with Webco Sweeping, in the amount of \$50,000, to provide parking lot sweeping services for facility maintenance for a one-year period with four option years. It is time to consider exercising the third option.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-4-1103 between the Orange County Transportation Authority and Webco Sweeping, to exercise the third option term in an amount not to exceed \$57,000, for parking lot sweeping services, for a total contract value of \$217,700.





## BOARD AGENDA

ACTIONS

19. **Amendment to Agreement for Landscaping Services**  
Ryan Erickson/Beth McCormick

**Overview**

On May 14, 2007, the Board of Directors approved an agreement with RGS Services, Inc., in the amount of \$91,620, to provide landscaping services for one-year with four option years. It is time to consider exercising the first option.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-0061 between the Orange County Transportation Authority and RGS Services, Inc., to exercise the first option term, in an amount not to exceed \$106,000, for landscaping services for a total contract value of \$197,620.

20. **Customer Relations Report for Second Quarter Fiscal Year 2007-08**  
Adam Raley/Ellen S. Burton

**Overview**

The Customer Relations report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the prior period of October through December 2007, as well as a review of the performance of Alta Resources, contracted provider of the Customer Information Center.

**Recommendation**

Receive and file as an information item.



## **BOARD AGENDA**

*ACTIONS*

### **Regular Calendar**

#### **Orange County Transportation Authority Regular Calendar Matters**

21. **Report to the Legislative Analyst Office on the Completion of the Garden Grove Freeway (State Route 22) Design-Build Project**  
Tom Bogard/Kia Mortazavi

##### ***Overview***

The Orange County Transportation Authority is required by Public Contracts Code to prepare a report on the design-build authority used to construct the Garden Grove Freeway (State Route 22). The report must be filed 120 days after the completion of the project. The requirements of the report are presented in this report.

##### ***Committee Recommendations***

- A. Receive and file as an information item.
- B. Direct staff to use appropriate internal and external resources to make this report the definitive report on design-build project delivery.

### **Discussion Items**

22. **Chief Executive Officer Goals for 2008**  
Arthur T. Leahy

23. **Multiple Air Toxics Exposure Study**

Dr. Jean Ospital, Health Effects Officer, Air Quality Management District, will provide a briefing on the Multiple Air Toxics Exposure Study.

24. **Public Comments**

At this time, members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three (3) minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.



## **BOARD AGENDA**

*ACTIONS*

**25. Chief Executive Officer's Report**

**26. Directors' Reports**

**27. Closed Session**

- A. Pursuant to Government Code Section 54956.9(b)(1).
- B. Pursuant to Government Code Section 54956.9(a) to discuss Gilbert Viera v. Orange County Transportation Authority, et al., OCSC No. 07CC02637.
- C. Pursuant to Government Code Section 54957.6 to meet with Orange County Transportation Authority designated representative, Sherry Bolander, regarding the collective bargaining agreement negotiations with the Transportation Communications International Union (TCU) representing the Facilities Technicians, Equipment Parts Clerks, Stock Room Clerks, Revenue Clerks, Senior Facility Technicians, Senior Revenue Clerks, and Facility Assistants.

**28. Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on March 24, 2008**, at the OCTA Headquarters.





**March 10, 2008**

**To:** Members of the Board of Directors

**From:** Arthur T. Leahy, Chief Executive Officer

**Subject:** Measure M Taxpayers Oversight Committee Annual Public Hearing Results and Compliance Findings

### **Overview**

The Measure M Ordinance, passed in 1990 and renewed in 2006, calls for an oversight committee to serve as a watchdog over the program of transportation improvements. As required by the Measure M Ordinance, the Taxpayers Oversight Committee conducted the 17th Annual Public Hearing on February 12, 2008. The Taxpayers Oversight Committee has found the Orange County Local Transportation Authority has acted in accordance with Measure M Ordinance No. 2 during fiscal year 2006/2007.

### **Recommendation**

Receive and file as an information item.

### **Background**

The Measure M Taxpayers Oversight Committee (TOC) is required by the Measure M Ordinance. The TOC is an independent committee representing all five supervisorial districts in Orange County. The TOC is responsible for ensuring the transportation projects in Measure M are implemented according to the expenditure plans approved by the voters in 1990 and 2006. The TOC meets bi-monthly to review progress on the implementation of the Measure M.

Annually, the TOC is required to hold a public hearing to hear comments from citizens regarding Measure M as part of its oversight effort to determine whether the Orange County Transportation Authority (OCTA), acting as the Orange County Local Transportation Authority (OCLTA), is proceeding in accordance with the Measure M Traffic Improvement and Growth Management Plan. The results of the hearing and the findings of the TOC are transmitted to the OCTA Board Members annually. The TOC has consistently found OCTA in compliance for the past 16 years.

***Discussion***

The 17th Measure M Annual Public Hearing took place on February 12, 2008. The hearing was publicized through news releases and public notices. Several people attended the hearing and there was one public comment.

After the public hearing and review of the annual financial audit of OCLTA and all other information the committee members have been provided to date, the TOC made the determination at its February meeting that during fiscal year 2006/2007, the OCTA has acted in accordance with the Measure M Traffic Improvement and Growth Management Plan. Acting on behalf of the TOC, David Sundstrom, the committee co-chairperson has prepared an official letter stating their findings (Attachment A).

***Summary***

Subsequent to bi-monthly meetings and the Measure M Annual Public Hearing on February 12, 2008, the Measure M TOC has determined that OCTA is proceeding in accordance with the Measure M Traffic Improvement and Growth Management Plan.

***Attachment***

- A. Annual Measure M Public Hearing Memo

**Prepared by:**

*Alice T. Rogan*

Alice T. Rogan  
Community Relations Officer  
(714) 560-5577

**Approved by:**

*Ellen S. Burton*

Ellen Burton  
Executive Director, External Affairs  
(714) 560-5923



# Measure M Taxpayers Oversight Committee



February 12, 2008

To: Chris Norby, Chairman  
Board of Directors  
Orange County Transportation Authority

From: Taxpayers Oversight Committee

Subject: Annual Measure M Public Hearing

In accordance with Policy Resolution No. 1 "Citizens Oversight Committee," the Taxpayers Oversight Committee (TOC) conducted an annual public hearing on February 12, 2008, to determine whether the Orange County Transportation Authority (Authority) is proceeding in accordance with the countywide Traffic Improvement and Growth Management Plan (Plan), dated May 22, 1989. The hearing was well publicized. No items were presented at the hearing to indicate that the Authority was not proceeding in accordance with the Plan during 2007.

Based upon the above-mentioned hearing, 2006/07 LTA financial audit results and all other information the TOC has to date, the TOC hereby finds the Authority is proceeding in accordance with the Plan.

In addition, in accordance with Ordinance No. 2, Section 12, Paragraph B.3, I certify that the expenditures from the trust fund, through fiscal year ending June 30, 2007, have been spent on specific transportation purposed identified in the Plan.

Sincerely,

David Sundstrom, Chairman  
Measure M Citizens Oversight Committee  
Orange County Auditor-Controller





Minutes of the Meeting of the  
Orange County Transportation Authority  
Orange County Service Authority for Freeway Emergencies  
Orange County Local Transportation Authority  
Orange County Transit District  
Board of Directors  
February 25, 2008

## Call to Order

The February 25, 2008, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Norby at 9:02 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## Roll Call

Directors Present: Chris Norby, Chairman  
Peter Buffa, Vice Chair  
Arthur C. Brown  
Bill Campbell  
Carolyn Cavecche  
Richard Dixon  
Paul Glaab  
Cathy Green  
Allan Mansoor  
John Moorlach  
Janet Nguyen  
Curt Pringle  
Miguel Pulido  
Mark Rosen  
Gregory T. Winterbottom  
Cindy Quon, Governor's Ex-Officio Member

Also Present: Arthur T. Leahy, Chief Executive Officer  
Paul C. Taylor, Deputy Chief Executive Officer  
Wendy Knowles, Clerk of the Board  
Laurena Weinert, Assistant Clerk of the Board  
Kennard R. Smart, Jr., General Counsel  
Members of the Press and the General Public

Directors Absent: Jerry Amante  
Patricia Bates

## **Invocation**

Chairman Norby gave the invocation.

## **Pledge of Allegiance**

Director Dixon led the Board and audience in the Pledge of Allegiance.

## **Public Comments on Agenda Items**

Chairman Norby announced that members of the public who wished to address the Board of Directors regarding any item appearing on the agenda would be allowed to do so by completing a Speaker's Card and submitting it to the Clerk of the Board.

## **Special Matters**

### **1. Presentation of Resolutions of Appreciation for 2007 Employees of the Year**

Chairman Norby presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-13, 2008-14, and 2008-15 to Ken Dooley, Coach Operator; Rudy Chavez, Maintenance; and Patrick Sampson, Administration, as 2007 Employees of the Year.

### **2. Presentation of Resolutions of Appreciation for Employees of the Month for February 2008**

Chairman Norby presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-10, 2008-11, 2008-12 to Evelyn Ranson, Coach Operator; Jeffrey Ferree, Maintenance; and Mark Schaff, Administration, as Employees of the Month for February 2008.

### **3. Federal Authorization Presentation**

The current federal surface transportation authorization act will expire on September 30, 2009. Discussions are now underway as to the future scope and magnitude of federal funding for surface transportation.

Three presentations were presented to the Board of Directors to provide them with three industry views regarding the next authorization act.

Steve Heminger, Executive Director, Metropolitan Transportation Council, and appointee to the National Surface Transportation Policy and Revenue Study Commission. Mr. Heminger provided a presentation entitled, "Transportation for Tomorrow", which highlighted an overview of transportation over the past several years, including freight, rail, traffic in metropolitan areas, fuel issues, emissions, and national accident rates.

**3. (Continued)**

Hamid Bahadori, representing the Automobile Club of Southern California, was the second presenter and provided a brief history of highways and the transportation funding in America. This presentation included background information on "The Road that Made the Nation" (the National Road), the turnpike era, the goods movement era between 1890 and 1916, the federal government's early involvement with funding, and fuel taxes.

Larry Russell, National Field Director, American Road and Transportation Builders Association (ARTBA), was the third presenter and provided a presentation entitled, "Critical Commerce Corridors (3C), a New Vision". Mr. Russell provided background on ARTBA, federal highway funding, America's freight infrastructure and anticipated growth in freight demands, and a vision for a "Critical Commerce Corridors" Program.

**Consent Calendar (Items 4 through 28)**

Chairman Norby stated that all matters on the Consent Calendar would be approved in one motion unless a Board Member or a member of the public requested separate action on a specific item.

**Orange County Transportation Authority Consent Calendar Matters**

**4. Approval of Minutes**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of February 11, 2008.

Directors Dixon and Pringle were not present to vote on this item.

**5. Approval of Resolution of Appreciation for 2007 Employees of the Year**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-13, 2008-14, and 2008-15 to Ken Dooley, Coach Operator; Rudy Chavez, Maintenance; and Patrick Sampson, Administration, as 2007 Employees of the Year.

Directors Dixon and Pringle were not present to vote on this item.

**6. Approval of Resolutions of Appreciation for Employees of the Month for February 2008**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2008-10, 2008-11, and 2008-12 to Evelyn Ranson, Coach Operator; Jeffrey Ferree, Maintenance; and Mark Schaff, Administration, as Employees of the Month for February 2008.

Directors Dixon and Pringle were not present to vote on this item.

**7. Western Conference of Teamsters Pension Trust Audit Results**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to receive and file as an information item.

Directors Dixon and Pringle were not present to vote on this item.

**8. Fiscal Year 2007-08 Internal Audit Plan, Second Quarter Update**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to receive and file the second quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2007-08 Internal Audit Plan.

Directors Dixon and Pringle were not present to vote on this item.

**9. State Legislative Status Report**

Chairman Norby pulled this item and informed Members that he was in Sacramento last week to receive an award on behalf of OCTA for the Garden Grove Freeway (State Route 22) Design-build Project from the American Civil Engineers, who named it their 'Project of the Year'. While in Sacramento, he also participated in meetings with legislators.

Chairman Norby stated that information has been circulated by the Professional Engineers in California Government (PECG) in Sacramento denigrating the project and design-build in general. He stated that PECG is preparing a report to the Legislature regarding this and it was important that OCTA have a counter-report to show the success of the project, and he felt an audit of the project should be done to show how the project was so successful versus traditional build projects.

Director Campbell requested a listing of what the four grade separation projects in Orange County were which were listed in the 2008-09 report of projects throughout the state.

**9. (Continued)**

Director Rosen noted that the legislation under consideration in this status report had not been vetted through the Legislative and Communications Committee due to not having a quorum to hold the meeting.

Director Cavecche inquired as to when the bills would be heard in Committee in Sacramento and also asked, regarding Assembly Bill 660, what Assemblymember Galgiani's goal is with this legislation, and if it would be reasonable to attempt amendments to the bill.

Wendy Villa, Manager of State Relations, responded that the bills are pending in the Senate and will probably be heard in a policy committee in March and, therefore, with the next Legislative and Communications meeting on March 6, an opportunity may be lost to comment at the policy level. She further stated that both bills will also go before the Appropriations Committee, which is getting late in the process to be asking for amendments.

In regard to AB 660, Ms. Villa stated that the author of the bill is trying to do something positive by taking some of the recommendations of a recently-released report on Section 190 and streamline the program. However, it is noted that one of the recommendations for this streamlining would actually hurt OCTA's project over the long-run, which would take away the ability to advance funding on projects, then return and ask for the funding once the project moves higher on the list.

It was Ms. Villa's information that Assemblymember Galgiani is open to amendments on the bill.

A motion was made by Chairman Norby, seconded by Director Winterbottom, and declared passed by those present, to send this item back to the Legislative and Communications Committee for discussion.

Directors Dixon and Pringle were not present to vote on this item.

**10. Federal Legislative Status Report**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to receive and file as an information item.

Directors Dixon and Pringle were not present to vote on this item.

**11. Consultant Selection for Regional Transportation Improvement Program and Combined Transportation Funding Program Database**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-7-1190 between the Orange County Transportation Authority and Ecolnteractive, Inc., in an amount not to exceed \$265,000, to provide services for three years for the Regional Transportation Improvement Program and Combined Transportation Funding Program database.

Directors Dixon and Pringle were not present to vote on this item.

**12. Metrolink Ridership and On-Time Performance Report**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to receive and file as an information item.

Directors Dixon and Pringle were not present to vote on this item.

**13. Award of Construction Contract for Americans with Disabilities Act Bus Stop Modifications (Phase 3, Construction Package 11 and 12)**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to execute Agreement No. C-7-1454 between the Orange County Transportation Authority and Bitech Construction Company, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$489,550, for construction of Americans with Disabilities Act bus stop modifications in the cities of La Habra, Brea, Fountain Valley, Westminster, and Huntington Beach.
- B. Authorize the Chief Executive Officer to execute Agreement No. C-7-1455 between the Orange County Transportation Authority and C.J. Construction, the lowest responsive, responsible bidder, in an amount not to exceed \$323,280, for construction of Americans with Disabilities Act bus stop modifications in the cities of Seal Beach, Laguna Beach, and Huntington Beach.
- C. Amend the Orange County Transportation Authority's Fiscal Year 2007-08 Budget, in an amount of \$600,000, to fund the remaining work planned in the current fiscal year.

Directors Dixon and Pringle were not present to vote on this item.

**14. Funding Agreement with the Foothill/Eastern Transportation Corridor Agency Associated with the 91 Express Lanes/Foothill-Eastern Transportation Corridor (State Route 241) Connector Feasibility Study**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to:

- A. Amend the Orange County Transportation Authority's Fiscal Year 2007-08 Revenue Budget to include \$350,000 from the Foothill/Eastern Transportation Corridor Agency.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-7-1312 with the Foothill/Eastern Transportation Corridor Agency, in an amount not to exceed \$350,000, for the 91 Express Lanes/Foothill-Eastern Transportation Corridor (State Route 241) Connector Feasibility Study.

Directors Dixon and Pringle were not present to vote on this item.

**15. Amendment to Agreements for Additional Design Services for the Garden Grove Freeway (State Route 22) Soundwalls**

Director Moorlach pulled this item and asked what value is being added by hiring this firm to design this soundwall.

Tom Bogard, Director of Highway Project Delivery, responded that this contract is an addition of a contract amendment for the design of soundwalls for a number of walls being done throughout the County. He stated that the walls will be built to match existing walls, and looking at innovative materials for the walls will be examined.

A motion was made by Director Moorlach, seconded by Vice Chairman Buffa, and declared passed by those present, to:

- A. Approve Amendment No. 1 to Agreement No. C-7-0995 between the Orange County Transportation Authority and RMC, Inc., in an amount not to exceed \$279,000, for additional design services associated with additional soundwalls on the Garden Grove Freeway (State Route 22), bringing the total contract value to \$882,017.
- B. Approve Amendment No. 1 to Agreement No. C-7-0996 between the Orange County Transportation Authority and PBS&J, Inc., in an amount not to exceed \$329,000, for additional design services associated with additional soundwalls on the Garden Grove Freeway (State Route 22), bringing the total contract value to \$919,905.

Directors Dixon and Pringle were not present to vote on this item.

**16. Request to Award Contract for the Prepaid Fare Media Software**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-7-1150 between Orange County Transportation Authority and CompuSoft Solutions, Inc., in an amount not to exceed \$418,000, for a prepaid fare media software solution, which includes \$410,000 capital costs plus \$8,000 for the first year of maintenance.

Directors Dixon and Pringle were not present to vote on this item.

**17. Amendment to Agreement and Exercise of First Option Term for Bus Revenue-Generating Advertising Program**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-5-0127 between the Orange County Transportation Authority and Titan Outdoor by amending the current scope of work effective February 25, 2008, and to exercise the first option year September 1, 2008 to August 31, 2009.

Directors Dixon and Pringle were not present to vote on this item.

**18. Sole Source Agreement for Fixed Route Radio Computing Systems Upgrades and Services**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to

Authorize the Chief Executive Officer to execute Agreement No. C-7-0772 between the Orange County Transportation Authority and Orbital Sciences Corporation., in an amount not to exceed \$1,765,787, for technology and services to upgrade the computing systems within the fixed route operation's digital radio communication system.

Directors Dixon and Pringle were not present to vote on this item.

**19. Agreement for Contract and Procurement Support Staffing**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-7-1286 between the Orange County Transportation Authority and Procurement Services Associates for a three-year contract, in an amount not to exceed \$240,000, for supplemental support staffing for the Contracts Administration and Materials Management Department.

Directors Dixon and Pringle were not present to vote on this item.



**20. Replacement of Bears Stearns as Remarketing Agent for the 91 Express Lanes Variable Rate Demand Bonds, Series 2003-B-2**

Director Moorlach pulled this item and stated that he hopes this replacement will take place as soon as possible, and offered Recommendation "C" to the current staff recommendations.

A motion was made by Director Moorlach, seconded by Director Pulido, and declared passed by those present, to:

- A. Approve the removal of Bear Stearns as remarketing agent of the Orange County Transportation Authority Toll Road Revenue Refunding Bonds, Series 2003-B-2.
- B. Adopt Resolution No. 2008-16 authorizing the appointment of Lehman Brothers to act as the remarketing agent of the Orange County Transportation Authority Toll Road Revenue Refunding Bonds, Series 2003-B-2.
- C. Allow staff to negotiate to add additional remarketing agents as quickly as possible.

Directors Dixon and Pringle were not present to vote on this item.

Director Rosen abstained from voting on this item.

**Orange County Local Transportation Authority Consent Calendar Matters**

**21. Measure M Quarterly Progress Report**

Director Campbell pulled this item and asked if there is a plan for the surplus shown in the freeway account.

Kia Mortazavi, Executive Director of Development, responded that staff is developing a plan and are waiting for a determination on the final costs for the Interstate 5 Gateway Project, as well as the State Route 22 Project being closed out.

A motion was made by Director Campbell, seconded by Director Moorlach, and declared passed by those present, to receive and file as an information item.

Directors Dixon and Pringle were not present to vote on this item.

## Orange County Transit District Consent Calendar Matters

### 22. **Consultant Selection for Bus Rapid Transit Intelligent Transportation Systems, Traffic Signal Synchronization Project, and Transit Signal Priority Design**

Directors Moorlach and Pulido pulled this item for discussion. Director Pulido led the discussion and shared his concern that there will be long wait times for people waiting to get on the buses to take advantage of this service. He further indicated that the Transit Committee requested staff to contemplate a system by which tickets could be purchased ahead of time.

A motion was made by Director Pulido, seconded by Director Moorlach, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to execute Agreement No. C-7-1164 between the Orange County Transportation Authority and ICx Transportation Group, Inc., in an amount not to exceed \$15,634,666, for the Bus Rapid Transit Intelligent Transportation Systems, Traffic Signal Synchronization Project, and Transit Signal Priority design.
- B. Amend the Orange County Transportation Authority's Fiscal Year 2007-08 Capital Budget by \$12,613,012, Account 0051-9011-A9601-3TO to accommodate the encumbrance of the entire contract in this fiscal year.
- C. Transfer \$477,821 from the Orange County Transportation Authority's Fiscal Year 2007-08 Services and Supplies Budget, Account 1545-7519-A9601-3TR to the Orange County Transportation Authority's Fiscal Year 2007-08 Capital Budget, Account 0051-9011-A9601-3TO, to properly account for the capitalization of expenditures related to Agreement No. C-7-1164.
- D. Direct staff to return to the Transit Committee within sixty days to discuss ways to speed fare collection, especially on Bus Rapid Transit.
- E. Direct staff to return with a report comparing the costs and effectiveness of investments in technologies used on Bus Rapid Transit, how success of the service will be determined, and alternatives if the service is deemed not to be successful.

Directors Dixon, Mansoor, and Pringle were not present to vote on this item.

**23. Amendment to Agreement for Bus Cleaning and Environmental Control Services**

A motion was made by Director Pulido, seconded by Director Winterbottom, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-6-0854 between the Orange County Transportation Authority and Corporate Image Maintenance, to exercise the first option term in an amount not to exceed \$525,000, for bus cleaning and environmental control services, for a total contract value of \$1,050,000.

Directors Dixon, Mansoor, Pringle, and Pulido were not present to vote on this item.

**24. Agreement for Vehicle Oil Analysis**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-7-1137 between the Orange County Transportation Authority and ANA Laboratories, Inc., in an amount not to exceed \$48,000, for vehicle oil analysis for a term of three years with two one-year options.

Directors Dixon and Pringle were not present to vote on this item.

**25. Agreement for Purchase of Field Supervision, Roadcall, and Transit Police Vehicles**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Purchase Order A06661 between the Orange County Transportation Authority and Villa Ford, in an amount not to exceed \$77,749, for two full-sized sedans and one police utility vehicle, and Purchase Order A06686 between the Orange County Transportation Authority and Wondries Fleet Group, in an amount not to exceed \$94,146, for one police sedan and one roadcall utility vehicle.

Directors Dixon and Pringle were not present to vote on this item.

**26. Amendment to Cooperative Agreement with Korean American Senior Association for Participation in the Senior Mobility Program**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement C-3-0572, a three-way agreement between the Orange County Transportation Authority, the City of Garden Grove and the Korean American Senior Association of Orange County, in an amount not to exceed \$212,557, for continued funding and participation in the Senior Mobility Program through June 30, 2011.

Directors Dixon and Pringle were not present to vote on this item.

**27. Amendment to Agreement for Janitorial Services**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-6-0868 between the Orange County Transportation Authority and Diamond Contract Services, Inc., to exercise the first option term in an amount not to exceed \$1,350,000, for janitorial services for a total contract value of \$2,554,000.

**28. Request for Authorization to Issue an Invitation for Bids for the Irvine Construction Circle Base Facility Modifications Project**

A motion was made by Director Green, seconded by Chairman Norby, and declared passed by those present, to authorize staff to issue Invitation for Bids 8-0190 for construction of facility modifications at the Irvine Construction Circle Base.

Directors Dixon, Mansoor, Pringle, and Pulido were not present to vote on this item.

## **Regular Calendar**

### **Orange County Transportation Authority Regular Calendar Matters**

**29. Contract Amendments for Technical and Public Outreach Consultant Services for the South Orange County Major Investment Study**

Kurt Brotcke, Director of Strategic Planning, presented this item to the Board, providing background on the South Orange County Major Investment Study and changes in the areas of responsibility addressed by these consultant services.

A motion was made by Director Brown, seconded by Director Cavecche, and declared passed by those present, to:

- A. Authorize the Chief Executive Officer to negotiate Amendment No. 3 to Agreement No. C-5-1209 between Orange County Transportation Authority and URS Corporation, in an amount not to exceed \$315,511, to complete the technical analysis for the South Orange County Major Investment Study.
- B. Authorize the Chief Executive Officer to negotiate Amendment No. 2 to Agreement No. C-6-0518 between the Orange County Transportation Authority and Consensus Planning Group, in the amount not to exceed \$80,390, to complete the public outreach effort for the South Orange County Major Investment Study.

**29. (Continued)**

- C. Direct staff and consultant team to include completion of the Foothill Transportation Corridor in all project alternatives analyzed, to consult and coordinate with the Transportation Corridor Agencies with regard to how the Foothill Transportation Corridor south is characterized in the South Orange County Major Investment Study, and to move as expeditiously as possible to complete the study and bring recommendations to the Board of Directors.

Directors Dixon, Mansoor, Pringle, and Pulido were not present to vote on this item.

**Orange County Transit District Regular Calendar Matters**

**30. Agreement for an Electronic Time and Attendance Tracking System**

This item was deferred to the next Board meeting.

**Orange County Local Transportation Authority Regular Calendar Matters**

**31. Go Local Step Two Program Allocations and Project Screening**

Kia Mortazavi, Executive Director of Planning, provided a presentation on this item for the Board, and reviewed various aspects of the program, allocations, and project screening.

A discussion followed, which resulted in a consensus to change the deadline in Recommendation "G" and to add Recommendation "H".

A motion was made by Director Campbell, seconded by Director Cavecche, and declared passed by those present, to:

- A. Approve the programmatic allocation of \$25.4 million Go Local funds for development of fixed guideway and bus shuttle projects.
- B. Direct staff to screen the submission of Step One final reports according to the proposed Go Local Step One Final Reports Screening Checklist.
- C. Return to Transportation 2020 Committee with results of project screening.
- D. Direct staff to begin development of program guidelines for Step Three and Step Four of the Go Local Program to evaluate all Go Local Step Two projects, including the Irvine Fixed Guideway project, which is currently in Step Two of the Go Local Program.

**31. (Continued)**

- E. Approve a programmatic allocation of \$1 million of Commuter and Urban Rail Endowment funds for the development of station and parking improvements and direct staff to develop project screening and selection for Board of Directors' approval.
- F. Require participating cities to provide a local funding match of 10 percent of project cost up to \$100,000 of local match, to advance fixed guideway, mixed-flow, and station and parking improvement projects through the conceptual engineering and environmental clearance phase.
- G. Direct staff to extend the deadline for the transportation demand management element of the Combined Transportation Funding Program until March 31, 2008, to allow additional time for pedestrian and bicycle projects developed under Go Local Step One to submit funding applications.
- H. Allow pedestrian and bicycle projects developed under Step One of the Go Local Program to also be submitted for funding, consideration under Step Two of the Go Local Program through June 30, 2008.

Directors Dixon, Pringle, and Pulido were not present to vote on this item.

## **Discussion Items**

**32. Update on Riverside County - Orange County Geotechnical Efforts**

Tony Rahimian, representing RMC, Inc., provided an update to the Board on the geotechnical efforts underway for the Irvine-Corona Expressway (ICE) Riverside County – Orange County project.

Mr. Rahimian's presentation highlighted:

- An overview of the Major Investment Study findings;
- Project description;
- Exploratory core hole site and alternative core holes sites;
- Logistical challenges;
- Permit requirements;
- Feasibility study schedule;
- Tunnel feasibility; and
- Groundwater monitor and laboratory testing.

### **33. Public Comments**

At this time, Chairman Norby stated that members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action would be taken on off-agenda items unless authorized by law.

Public comments were heard from Charles Griffin, representing JWA Air Fair, who urged the Board to utilize the concept for a Maglev system across the county to Las Vegas, Nevada.

### **34. Chief Executive Officer's Report**

Chief Executive Officer, Arthur T. Leahy, reported:

- Director Cavecche testified last week at the California Transportation Commission's public hearing on the trade corridors. Mr. Leahy reported that the Southern California agencies remain very much in alignment;
- The City of Anaheim last week hosted United States Transportation Secretary Mary Peters during a visit to Orange County where she toured the Anaheim Regional Transportation Intermodal Center site, the Orangethorpe Corridor, and the 91 Express Lanes and their operations control center;
- The City of Los Alamitos removed itself from the Orangeline Development Authority effective immediately;
- On February 29, there will be a Metropolitan Transportation Authority/OCTA Coordination Board meeting at 10:00 a.m. at the Buena Park City Hall to discuss goods movement and the LOSSAN Corridor.

### **35. Directors' Reports**

Director Brown informed Members they would be receiving an invitation for the Gateway Project event, at 11:00 a.m., March 19, which will provide Members an opportunity to walk on the new freeway segment.

Director Brown also stated he attended the LOSSAN Corridor Rail Legislative days in Sacramento, which were very successful.

Director Nguyen thanked OCTA staff member, Joanne Jacobsen, who assisted Director Nguyen's office with town hall meetings for seniors to be educated on transportation options, as well as the senior non-emergency medical transportation.

Director Nguyen also expressed her appreciation to Ted Nguyen and Stella Lin (OCTA staff) for their involvement in the Lunar New Year Metrolink event and TET festival activities.

Chairman Norby reminded Members that the OCTA Face-to-Face event would be held at OCTA on Wednesday, March 5, at 8:30 a.m.

**35. (Continued)**

Director Moorlach reported he attended the American Society of Civil Engineers' dinner event on Thursday. At that event, the engineering organization recognized OCTA's Deputy Chief Executive Officer, Paul Taylor, with the Lifetime Achievement Award.

Director Quon stated that she received the sad news this morning that District 12's Right-of-Way Manager, Teresa Arias, passed away earlier today and requested that the meeting today be adjourned in her honor.

**36. Closed Session**

A Closed Session was not conducted at this meeting.

**37. Adjournment**

The meeting adjourned at 11:47 a.m., in the memory of Teresa Arias, Right-of-Way Manager with Caltrans District 12, who passed away earlier this date.

Chairman Norby announced that the next regularly scheduled meeting of this Board would be held at **9:00 a.m. on March 10, 2008**, at the OCTA Headquarters.

ATTEST

---

Wendy Knowles  
Clerk of the Board

---

Chris Norby  
OCTA Chairman







# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

Attach copy of the Travel Worksheet, Registration Forms, and other pertinent documentation for this claim.  
Travel will not be processed until all information is received.

### CONFERENCE/SEMINAR INFORMATION

**Name:** Chris Norby **Job Title:** Board Member  
**Department:** Executive Division **Destination:** Washington, DC  
**Program Name:** 2008 American Public Transportation Association (APTA) Legislative Conference

**Description/Justification:** The 2008 APTA Legislative Conference provides an opportunity for attendees to participate in advocacy efforts and attend workshops on important legislative issues. OCTA Board Members will have the opportunity to meet with the Orange County Congressional Delegation to advocate for OCTA policies and projects.

### COMMENTS

Meal Rate: \$64 - \$3 = \$61 per day  
Other: Airport parking and ground transportation

<b>Conference/Seminar Date:</b> 3/9/08	<b>Departure Date:</b> 3/9/08	<input type="checkbox"/> Mail <input checked="" type="checkbox"/> Hand Carry
<b>Payment Due Date:</b>	<b>Return Date:</b> 3/11/08	<b>Course Hours:</b>

ESTIMATED EXPENDITURES	
Transportation	\$352.50
Meals	\$183.00
Lodging	\$478.00
Registration	\$625.00
Other	\$50.00
<b>Total</b>	<b>\$1,688.50</b>

APPROVALS	
<b>Please Initial:</b>	
<u><i>CN</i></u>	<u>2/25/08</u>
Finance*	Date
* Funds are available for this travel request.	
<b>Please Sign:</b>	
_____	_____
Clerk of the Board	Date

### ACCOUNTING CODES

<b>Org. Key:</b> 1120	<b>Object:</b> 7655	<b>Job Key:</b> A0001	<b>JL:</b> EV9
-----------------------	---------------------	-----------------------	----------------

<b>Ref #:</b> Feb. 2008	<b>Board Date:</b> March 10, 2008	<b>T/A #:</b> FY 07/08-296
-------------------------	-----------------------------------	----------------------------



# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

Attach copy of the Travel Worksheet, Registration Forms, and other pertinent documentation for this claim.  
Travel will not be processed until all information is received.

### CONFERENCE/SEMINAR INFORMATION

**Name:** Janet Nguyen **Job Title:** Board Member  
**Department:** Executive Division **Destination:** Washington, DC  
**Program Name:** 2008 American Public Transportation Association (APTA) Legislative Conference

**Description/Justification:** The 2008 APTA Legislative Conference provides an opportunity for attendees to participate in advocacy efforts and attend workshops on important legislative issues. OCTA Board Members will have the opportunity to meet with the Orange County Congressional Delegation to advocate for OCTA policies and projects.

### COMMENTS

Meal Rate: \$ 64 - \$3 (incidentals) = \$61 per day  
Other: Airport Parking; Ground Transportation

<b>Conference/Seminar Date:</b>	<b>Departure Date:</b> 3/10/08	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Carry
<b>Payment Due Date:</b>	<b>Return Date:</b> 3/13/08	<b>Course Hours:</b>

### ESTIMATED EXPENDITURES

<b>Transportation</b>	\$660.00
<b>Meals</b>	\$244.00
<b>Lodging</b>	\$956.00
<b>Registration</b>	\$625.00
<b>Other</b>	\$50.00
<b>Total</b>	\$2,535.00

### APPROVALS

Please Initial:

*JW*

Finance\*

3/5/08

Date

\* Funds are available for this travel request.

Please Sign:

Clerk of the Board

Date

### ACCOUNTING CODES

**Org. Key:** 1120 **Object:** 7655 **Job Key:** A0001 **JL:** EV9

**Ref #:** March 2008 **Board Date:** March 10, 2008 **T/A #:** FY 07/08-316





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Audits, Assessments, and Studies

Finance and Administration Committee meeting of February 27, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** Directors Bates and Nguyen

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Receive and file as an information item.



**February 27, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, <sup>AL</sup> Chief Executive Officer  
**Subject:** Audits, Assessments, and Studies

**Overview**

At the request of the Finance and Administration Committee, information regarding audits, assessments, and studies performed on projects, programs, departments, or functions of the Orange County Transportation Authority is being provided. For the four fiscal years ended June 30, 2008, approximately \$8 million has been invested in audits, assessments and studies.

**Recommendation**

Receive and file as an information item.

**Background**

At the November 14, 2007, meeting of the Finance and Administration Committee (Committee), the Committee requested information on audits, assessments, and studies (Studies) performed on projects, programs, departments, or functions of the Orange County Transportation Authority (OCTA).

The information provided in Attachment A includes only Studies performed by contractors or the Internal Audit Department (Internal Audit) and related staff time devoted to these Studies, if available. The information does not include Studies initiated and conducted wholly in-house by staff outside of Internal Audit.

The information was derived from the Contracts Administration and Materials Management (CAMM) contracts database, accounting records, and discussions with CAMM staff and represents staff's best efforts to identify all Studies, but may not be complete.

***Discussion***

Staff has compiled information on Studies performed between fiscal year 2004-05 and fiscal year 2007-08.

The information includes consultant costs and staff time. Staff time spent on Studies represent 29 percent of total costs in fiscal year 2007-08, 39 percent in fiscal year 2006-07, 42 percent in fiscal year 2005-06, and 33 percent in fiscal year 2004-05. The majority of staff time is Internal Audit staff. Time spent by other department staff during the course of audits or in responding to findings is generally not captured.

The Committee also requested clarification on how these Studies interrelate. The mandatory external audits are performed primarily to comply with laws and regulations; however, most of these mandatory audits also include some evaluation of policies, procedures, and processes. All other Studies are performed to improve the efficiency and effectiveness of the OCTA, its management, its processes, or to improve certain technical proficiencies. While there may be some overlap between some of the Studies, the Studies are not centrally directed. To the extent possible, objectives of Studies are developed by management to address particular concerns, evaluate particular departments, projects, or programs or to develop strategic direction for management.

***Summary***

At the request of the Committee, information regarding Studies performed on projects, programs, departments, or functions of the OCTA is being provided.

***Attachment***

- A. Summary of Audits, Assessments, and Studies

**Prepared by:**

Kathleen M. O'Connell  
Manager, Internal Audit  
(714) 560-5669

### Summary of Audits, Assessments, and Studies

Type	Description	Fiscal Year				Total
		2007-08 <sup>1</sup>	2006-07	2005-06	2004-05	
Mandatory External Independent Audits	Audits that are mandated by state or federal laws or regulations, including financial audits of OCTA or elements of its projects, programs, or debt programs	\$468,032	702,768	462,735	565,084	<b>2,198,619</b>
Organizational Assessments	Evaluations of the structural effectiveness of a department, function, or the organization as a whole	469,570	109,500	85,000	144,410	<b>808,480</b>
Technical Assessments	Analysis of particular assets, devices, systems, or procedures with regard to a defined set of criteria, goals or objectives	291,050	74,466	130,000	270,109	<b>765,625</b>
Program / Project Reviews	Reviews to evaluate the success of programs or projects	354,000	169,805	127,436	107,535	<b>758,776</b>
Internal Audits	Activities of the Internal Audit function	1,005,745	872,300	660,349	912,957	<b>3,451,351</b>
<b>Total</b>		<b>\$2,588,397</b>	<b>1,928,839</b>	<b>1,465,520</b>	<b>2,000,095</b>	<b>7,982,851</b>

<sup>1</sup> Estimated as of December 2007.







BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Audit Report for State Transportation Improvement Program  
Planning, Programming, and Monitoring Program, Fiscal Year  
2003-04 Work Program

Finance and Administration Committee meeting of February 27, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and  
Moorlach  
**Absent:** Directors Bates and Nguyen

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Receive and file the audit report for the State Transportation Improvement Program – Planning, Programming, and Monitoring Program, Fiscal Year 2003 04 Work Program.



**February 27, 2008**

**To:** Finance and Administration Committee

**From:** Arthur T. Leahy, Chief Executive Officer <sup>ATL</sup>

**Subject:** Audit Report for State Transportation Improvement Program - Planning, Programming, and Monitoring Program, Fiscal Year 2003-04 Work Program

### **Overview**

At the request of management, an independent audit on compliance with the State Transportation Improvement Program – Planning, Programming, and Monitoring Program has been completed by the professional accounting firm of Thompson, Cobb, Bazilio and Associates, PC for the fiscal year 2003-04 work program. A recommendation was made to improve oversight and review of invoices. Management has indicated that the recommendation will be implemented.

### **Recommendation**

Receive and file the audit report for the State Transportation Improvement Program – Planning, Programming, and Monitoring Program, Fiscal Year 2003-04 Work Program.

### **Background**

The State Transportation Improvement Program (STIP) is a multi-year capital improvement program of transportation projects on and off the California State Highway System, funded with revenues from the State Highway Account and other funding sources. The Planning, Programming, and Monitoring Program (PPM) is defined as “the project planning, programming, and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527 et. seq. and for the monitoring of project implementation...”

The Orange County Transportation Authority (OCTA) entered into funding Agreement No. PPM04-6071(001) on April 8, 2004, with the California Department of Transportation (Caltrans) to provide \$3,500,000 in funding

---

under the STIP-PPM for fiscal year 2003-04. Each year, OCTA prepares a program of projects (work program) that is approved by Caltrans as part of the funding agreement. In accordance with the funding agreement, an independent audit is required to provide assurance that the STIP-PPM funds were used in conformance with Article XIX of the California State Constitution.

***Discussion***

Agreement No. PPM04-6071(001) provided funding for the approved fiscal year 2003-04 work program. Separate funding agreements are entered into each fiscal year. The audit found one contractor that invoiced OCTA on a percentage of completion basis instead of a time-and-expense basis, as required by the contract. The contractor invoiced and was paid no more than the total maximum obligation of \$23,000. Management indicated that the issue will be corrected in future time-and-expense contracts.

***Summary***

An independent audit on compliance with the STIP-PPM has been completed by the professional accounting firm of Thompson, Cobb, Bazilio and Associates, PC. The detailed audit scope and results are included in the attached audit report.

***Attachment***

- A. Orange County Transportation Authority State Transportation Improvement Program Planning, Programming, and Monitoring Program Financial and Compliance Review Fiscal Year 2003-04 Agreement No. PPM04-6071 (001)

**Prepared by:**



Kathleen M. O'Connell  
Manager, Internal Audit  
(714) 560-5669

# **ORANGE COUNTY TRANSPORTATION AUTHORITY**

## **State Transportation Improvement Program Planning, Programming, and Monitoring Program Financial and Compliance Review Fiscal Year 2003-04**

**Agreement No. PPM04-6071(001)**

Prepared by

# TCBA

---

**THOMPSON, COBB, BAZILIO & ASSOCIATES, PC**

21250 Hawthorne Blvd. Suite 500 Torrance, CA 90503

PH 310.792.7001 . FX 310.792.7004 . [www.tcba.com](http://www.tcba.com)

---

**STATE TRANSPORTATION IMPROVEMENT PROGRAM  
PLANNING, PROGRAMMING, AND MONITORING PROGRAM  
FISCAL YEAR 2003-04**

**FINANCIAL AND COMPLIANCE REVIEW**

**TABLE OF CONTENTS**

	<u>Page</u>
Results in Brief	1
Background	2
Procedures Performed	2
Detailed Results	4
Limitations and Restrictions	5

Attachment A – Schedule of Review Results

---

# THOMPSON, COBB, BAZILIO & ASSOCIATES, PC

CERTIFIED PUBLIC ACCOUNTANTS AND MANAGEMENT, SYSTEMS, AND FINANCIAL CONSULTANTS

21250 HAWTHORNE BOULEVARD  
SUITE 500  
TORRANCE, CA 90503  
310-792-7001  
FAX: 310-792-7004

1101 15<sup>TH</sup> STREET, N.W.  
SUITE 400  
WASHINGTON, DC 20005  
202-737-3300  
FAX: 202-737-2684

100 PEARL STREET  
14<sup>TH</sup> FLOOR  
HARTFORD, CT 06103  
203-249-7246  
FAX: 203-275-6504

## INDEPENDENT ACCOUNTANT'S REPORT ON FINANCIAL AND COMPLIANCE REVIEW

Kathleen O'Connell, Manager  
Internal Audit Department  
Orange County Transportation Authority

We have completed our financial and compliance review of Agreement No. PPM04-6071 (001) (Agreement) between the Orange County Transportation Authority (OCTA) and the State of California Department of Transportation (Caltrans) to provide reimbursement of up to \$3,500,000 in funding under the Fiscal Year 2003-04 State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring Program (PPM). Our fieldwork began on January 10, 2008 and was completed on January 18, 2008. The objectives of this review were to determine whether 1) adequate documentation was maintained evidencing that costs were reasonable, adequately supported, and eligible, 2) OCTA's accounting and invoicing procedures were adequate to ensure that project costs charged are in accordance with the Agreement and in conformance with *Article XIX – Motor Vehicle Revenues* of the California State Constitution, 3) OCTA complied with the reporting requirements of the Agreement, and 4) OCTA maintained a separate accounting of project costs and properly allocated interest to project funds.

### RESULTS IN BRIEF

- Based on our review of \$3,724,065 in costs allocated to the Fiscal Year 2003-04 STIP/PPM Program (Program), we found that the costs were reasonable, adequately supported, and eligible. OCTA can seek reimbursement for the entire \$3,500,000 of funding available under the Agreement. To date, OCTA has not invoiced Caltrans for any of the \$3,500,000 available for reimbursement.
- According to the Agreement, OCTA had 60 days from the end of the fiscal year, or until August 30, 2007, to submit a Final Report of Expenditures to Caltrans. However, OCTA did not obtain approval of the financial allocation for projects to be funded by the Agreement from the California Transportation Commission (CTC) until November 7, 2007. OCTA has 90 days from when the CTC approved the financial allocation of projects, or until February 7, 2008, to file the Final Report of Expenditures. Since this audit report is part of the Final Report of Expenditures, OCTA is planning to submit the Final Report of Expenditures to Caltrans by February 7, 2008.

- We found that OCTA's oversight and review of invoices need strengthening to ensure that invoiced project costs are in accordance with the Agreement, and in conformance with *Article XIX – Motor Vehicle Revenues* of the California State Constitution.
- Segregation of project costs was found to be adequate. Because OCTA is reimbursed based on actual expenditures incurred for the Program, no fund interest allocation was required.

## **BACKGROUND**

On June 16, 2004, OCTA entered into the Agreement to provide reimbursement of \$3,500,000 in funding for six projects or elements under the Work Program. The Agreement specifies that amounts awarded for each of the six projects included in the Work Program may be moved between the other elements of the Work Program. To date, OCTA had not submitted any invoice to Caltrans for costs incurred during the contract period because funding was not yet available. Funding became available on November 7, 2007 when the California Transportation Commission approved the allocation for STIP reimbursement projects. The six projects have been completed.

## **PROCEDURES PERFORMED**

We performed the following procedures to ensure that OCTA had complied with the Agreement and *Article XIX - Motor Vehicle Revenues* of the California State Constitution requirements:

1. We reviewed the Agreement to obtain an understanding of the Program and STIP/PPM funding requirements.
2. We obtained and reviewed contract files for contracts issued by OCTA for the Work Program to identify contract provisions pertinent to our review and evidence of competitive bidding procedures.
3. We reviewed fund accounting procedures established by OCTA to account for Program transactions.
4. We assessed OCTA's accounting, reporting and invoicing procedures based on an internal control questionnaire, observations, and interviews with OCTA personnel.



5. We obtained a detailed listing of Program expenditures and selected a statistical sample for testing. For the sample selected, we determined whether the expenditures were properly supported, approved, recorded, and consistent with the Work Program and in accordance with the Agreement and *Article XIX - Motor Vehicle Revenues* of the California State Constitution requirements.
6. We assessed whether OCTA complied with the reporting requirements of the Agreement.

## **DETAILED RESULTS**

Based on the audit procedures performed, we found the following:

### **A. PROJECT COSTS AND CONTRACTOR DOCUMENTATION**

Based on our review of \$3,724,065 in costs allocated to the Program, we found that the costs were reasonable, adequately supported, and eligible. OCTA can seek reimbursement for the entire \$3,500,000 of funding available under the Agreement. To date, OCTA has not invoiced Caltrans for any of the \$3,500,000 available for reimbursement.

### **B. REVIEW OF ACCOUNTING, REPORTING, AND INVOICING PROCEDURES**

Based on our review of the OCTA's accounting, reporting and invoicing procedures, we found that the accounting, reporting and invoicing procedures appear to be adequate to ensure that project costs incurred are in accordance with the Agreement, and in conformance with *Article XIX – Motor Vehicle Revenues* of the California State Constitution, with the exception of the invoice review process.

Based on our review of invoices, we found one contractor who invoiced OCTA on a percentage completion basis instead of a time and material basis, as required by the contract. The contract specified an hourly labor rate of \$210 and a maximum obligation of \$23,000. The Contractor invoiced and was paid by OCTA no more than the total maximum obligation of \$23,000.

### **Recommendation**

We recommend that OCTA management improve its oversight and review of invoices to ensure that invoiced costs are in accordance with the contract.

### **Management Response**

We reviewed the invoices and noted that the contractor converted his hourly rate to a percentage completion (hours work in dollars divided by maximum dollar obligation) and included that amount in the invoiced amount. The contractor also provided the required progress reports documenting the work efforts including number of hours and allowable costs. Per the contract, he also included the percentage of work completed in the invoices.

We concur with the audit findings that the contractor invoiced OCTA on a percentage complete basis versus a time-and-expense basis. We will correct this issue in future time-and-expense contracts.

### **C. SEPARATE PROJECT FUND AND INTEREST ALLOCATION**

Segregation of project costs was found to be adequate. OCTA charged costs of the project to multiple general ledger accounts depending on the various projects under the Work Program. Additionally, because OCTA is reimbursed for expenditures incurred for the Program on an actual cost reimbursement basis, no fund interest allocation was required.

### **LIMITATIONS AND RESTRICTIONS**

The procedures described above did not constitute an audit in accordance with generally accepted auditing standards, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of OCTA and is not intended to be and should not be used by anyone other than these specified parties.

Torrance, California  
January 18, 2008

*Thompson, Cobb, Bazilio & Associates, PC*

ATTACHMENT A

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
STATE TRANSPORTATION IMPROVEMENT PROGRAM  
PLANNING, PROGRAMMING AND MONITORING PROGRAM  
FISCAL YEAR 2003-04**

**SCHEDULE OF REVIEW RESULTS**

<b>Project/Element</b>	<b>Funding for FY 03-04 Work Program</b>	<b>Costs Incurred</b>	<b>Audited Costs</b>	<b>Questioned Costs</b>	<b>Invoiced &amp; Reimbursed to-date</b>
SR-91 RSTIS	\$ 2,586,000	\$ 2,950,000	\$ 2,950,000	\$ -	\$ -
I-405 RSTIS - Public Outreach	82,000	73,487	73,487	-	-
SR57 Purpose and Need Statement	200,000	180,000	180,000	-	-
Chokepoint Studies	237,000	267,371	267,371	-	-
Technical Studies/Planning Technical Support	295,000	72,875	72,875	-	-
Noise Barrier Scoping Study Report	100,000	180,332	180,332	-	-
<b>Total</b>	<b>\$ 3,500,000</b>	<b>\$ 3,724,065</b>	<b>\$ 3,724,065</b>	<b>\$ -</b>	<b>\$ -</b>





MEMO

March 5, 2008

To: Members of the Board of Directors  
From: <sup>WK</sup> Wendy Knowles, Clerk of the Board  
Subject: **Board Committee Transmittal for Agenda Item**

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.



**March 6, 2008**

**To:** Legislative and Communications Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** State Legislative Status Report

**Overview**

On February 16, Governor Schwarzenegger signed a series of budget reduction measures passed by the legislature to address the state's fiscal emergency. Three bills are recommended for an oppose unless amended position related to transportation planning, grade separations, and traffic reduction measures. A bill is recommended for sponsorship consistent with the adopted 2008 State Legislative Platform related to the Costa Mesa Freeway. A support position is recommended on a bill related to the extension of the 91 Express Lanes.

**Recommendations**

- A. Approve a set of principles that should be considered as amendments to SB 375 (Steinberg, D-Sacramento) that help address the concerns of transportation agencies and modify position from oppose to oppose unless amended.
- B. Adopt the following recommended positions on legislation:
  - Sponsor AB 2906 (Tran, R-Costa Mesa)
  - Support SB 1316 (Correa, D-Santa Ana)
  - Oppose unless amended AB 660 (Galgiani, D-Stockton)
  - Oppose unless amended AB 842 (Jones, D-Sacramento)

---

**Discussion****State Budget Special Session**

Passed by California voters in 2004, Proposition 58 granted the Governor the authority to declare a "fiscal emergency" and call the legislature into a special session to enact mid-year budget reductions. Per Proposition 58, the legislature is statutorily obligated to pass and send the Governor legislation to address the fiscal emergency within 45 days from the Governor's actual declaration. On February 16, Governor Schwarzenegger signed a series of budget reduction measures passed by the legislature to meet the requirements of Proposition 58. Altogether, the six special session bills are anticipated to generate cash reserves for the current year and help reduce the budget deficit for the upcoming fiscal year.

Specifically for transportation, the mid-year reductions include a \$409 million shift in Public Transportation Account (PTA) dollars the Sacramento Superior Court recently directed to be returned to public transit to now fund home-to-school transportation. On January 29, the Sacramento Superior Court released a court decision regarding the California Transit Association's (CTA) lawsuit against the state for the \$1.3 billion diversion in transportation revenues in the fiscal year (FY) 2007-2008 budget. The court determined that the majority of programs funded through the diversion fell under the parameters of "mass transportation" except for the \$409 million to "reimburse" the General Fund for past transportation bond debt service. With the court determining that the \$409 million reimbursement was illegal and funding other transportation programs such as home-to-school transportation was legal, the legislature moved to provide additional funding to home-to-school transportation and as a result, providing additional General Fund relief. The CTA held an executive committee meeting on February 20 where the committee approved to move forward to appeal the Superior Court's decision.

In addition to the \$409 million diversion, the legislature also moved to delay gas tax revenue dedicated to counties and cities for local street and road maintenance from March through August 2008. This deferment is projected to generate \$500 million in cash reserves in order to help the state meet its cash obligations. The legislation stipulates that cities and counties are to receive full reimbursement of delayed payments in September 2008 and encourages the use of Proposition 1B funds dedicated for local streets and roads to backfill delayed payments. The Department of Finance announced that the first bond checks for local streets and roads will be distributed to qualified cities starting February 15.



**SB 375 (Steinberg, D-Sacramento)**

At the June 25, 2007, meeting of the Orange County Transportation Authority (OCTA) Board of Directors (Board), the Board voted to oppose SB 375 (Steinberg, D-Sacramento). SB 375, at the time, would have required regional transportation planning agencies (RTPA) or metropolitan planning organizations (MPO), depending on the region, to incorporate travel demand models and preferred growth scenarios into their regional transportation plan (RTP) in order to be eligible for state transportation funding through the State Transportation Improvement Program (STIP) starting December 31, 2011.

The Board expressed concern that the process proscribed for the development of the growth scenario required transportation agencies to make land use determinations that the agencies did not have the authority to implement. Since OCTA does not possess land use authority, it would be required to rely on forecasts and decisions made by other entities such as the Southern California Association of Governments (SCAG). Moreover, there were no mandates on the growth scenario being similarly integrated into a local general plan, thereby preventing land use and transportation decisions from being implemented in similar manners and consistency only being required of transportation projects in order to receive funding for those projects. Furthermore, the California Environmental Quality Act (CEQA) exemptions created in the bill as incentives for achieving compliance were not extended to transportation projects and are only related to land use. Finally, the California Air Resources Board (CARB) would be required to set regional greenhouse gas targets for 2020 and 2050. No such targets are required under AB 32 – the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006). Essentially, SB 375 would accelerate implementation of AB 32 in a manner that would not allow CARB, as the implementing agency, to thoroughly weigh the economic and technological feasibility of meeting those targets as required under AB 32.

**Recent Actions on SB 375**

At the end of the 2007 legislative session, SB 375 remained in the Assembly Appropriations Committee, thereby becoming a two-year bill. Since the Board took an oppose position on the bill, the bill has been amended several times to attempt to address the various criticisms, yet many of the concerns that existed last year remain in the bill's current form. The new amendments require the growth scenario to only target greenhouse gas emission reductions from automobiles and light trucks in the region. Additionally, amendments were incorporated to exempt projects funded under Proposition 1B, or that were specifically listed in sales tax ballot measure approved prior to

December 31, 2006, for transportation projects. Although the types of projects that would be excluded from the consistency requirement have been broadened, the current language does not adequately cover all projects that would be funded under OCTA's Renewed Measure M (M2). When M2 was approved, in some cases specific projects were not listed for funding, but were instead presented in a categorical format. Thus, future projects funded by M2 that do not meet the requirements of the current exceptions would need to meet the consistency requirements of the growth scenario. This is contrary to voter intent and dramatically changes the assumptions behind the expenditure plan approved by the voters.

CARB would also still be required to establish emission reduction targets for each region, but only in respect to the automobile and light truck sector for 2020 and 2035, instead of 2050. However, SB 375 continues to accelerate the AB 32 process by not allowing for the proscribed process under AB 32 to take place before these decisions are made.

#### SB 375 Alternative Proposals

Over the last couple of months, efforts have been made by various organizations to create amendments to SB 375 that would align the process more accurately to the realities of transportation and land use planning. The League of California Cities (League) and members of the California Association of Councils of Governments (CalCOG) have formed a workgroup to draft amendments. In addition, the California Building Industry Association (BIA) has also created an alternative proposal for SB 375. As requested by Director Dixon at the February 11, 2008, meeting of the OCTA Board of Directors, attached are copies of the BIA alternative (Attachment A), as well as the League's comparison chart of the current version of SB 375 and the BIA's proposal (Attachment B).

The intent of the BIA proposal is to create a growth scenario more closely aligned to that which was developed by the Sacramento Area Council of Governments in their blueprint process. Under the BIA proposal, each council of governments (COG), sub-council of government, or other appropriate structure responsible for preparing and adopting the RTP would create a growth scenario. No provision currently exists that would require consultation with RTPAs in this process. The BIA also would require the growth scenario to be consistent with consumer housing preferences and include policies and measures to achieve 13 different goals, including increasing transportation choices and reducing greenhouse gas emissions beyond those required under current law. In the SCAG region, it appears that the land use assumptions and resulting transportation priorities would still be determined by the MPO (SCAG)

---

without required consultation with transportation agencies and funding for transportation projects could still potentially be affected.

Under the BIA proposal, the growth scenario would serve as the compliance mechanism for the land use sector under AB 32, without the creation of regional greenhouse gas targets. However, this compliance does not extend to the transportation sector, thereby continuing the disconnect between the land use and transportation incentives. It is also unclear whether the specified CEQA incentives and immunities would further extend to transportation projects. Finally, the BIA proposal provides for the establishment of the Greenhouse Gas Reduction Fund, which would be overseen by the California Department of Housing and Community Development. Funding would be used for grants to develop blueprints, for local general plans amendments, and for blueprint related infrastructure improvement grants. There is no currently named funding source for these grants.

OCTA staff is currently working with the BIA to ensure their proposal reflects the realities of the transportation planning and funding process.

The League and CalCOG working group's discussions have attempted to address concerns related to transportation funding being tied to the growth scenario by simplifying the nature of information requested for each project. However, there are still concerns that possible ties to the funding of future transportation projects have not yet been addressed in their proposal.

The current greenhouse gas proposal also seeks to better conform with AB 32, but still requires additional refinement. The working group is also in the process of creating provisions for infill incentives, as well as creating stronger CEQA incentives. However, thus far the proposal has not yet broadened the incentives to include transportation projects.

With OCTA being an active participant in SB 375 amendment discussions, the attached principles (Attachment C) may be used as a tool to guide discussions and negotiations over a potential amendments. Several policy issues have been identified including the elimination of any integration of a preferred growth scenario to the RTP, an assurance that currently programmed projects or those funded through M2 will not be restricted or modified by the development of such a growth scenario, an expansion of CEQA incentives to transportation projects, and a preservation of the process outlined under AB 32 for greenhouse gas reductions. In order to facilitate discussions with the author on potential amendments for SB 375, it is recommended that OCTA change from an oppose position to an oppose unless amended position. For reference,

attached is a copy of SB 375 in its current form (Attachment D). Staff recommends: OPPOSE UNLESS AMENDED.

#### Sponsored Legislation

In the 2008 State Legislative Platform, the OCTA Board of Directors approved the sponsorship or continued sponsorship of three bills in the 2008 legislative session. These bills included securing design-build authority for information technology and security projects, extending the initial operating segment of the high-speed rail project from Los Angeles to Anaheim, and repealing a section of the state vehicle code which requires a four-foot buffer area between the high occupancy vehicle (HOV) lane and general purpose lane on the Costa Mesa Freeway (State Route 55).

AB 387 (Duvall, R-Brea), related to design-build authority for transit security projects, will be heard in the Senate Transportation and Housing Committee on March 11. AB 1228 (Solorio, D-Santa Ana), related to the high speed rail extension from Los Angeles to Anaheim, did not pass out of the Assembly. Both of these were introduced in the first half of this legislative session.

The final sponsor bill was introduced on February 22, 2008. AB 2906 (Tran, R-Costa Mesa) repeals Section 21655.3 of the California Vehicle Code which currently requires any 24-hour HOV lane on a state highway granted operational status between January 1, 1987 and December 31, 1987, to be separated from adjacent mixed-flow lanes by a buffer area of at least four feet in width. Based on the time parameters identified, this section only applies to HOV lanes on the State Route 55 (SR-55). The requirement to maintain the four-foot buffer has created a variety of unintended consequences on this freeway including problems with adding an additional general purpose lane and implementing continuous access in this corridor. The removal of this requirement would allow the installation of an additional freeway lane without requiring additional right-of-way in a heavily developed corridor. Additionally, the removal of the requirement would allow District 12 of the California Department of Transportation (Caltrans) to study the feasibility of expanding the continuous access pilot program to this corridor. An analysis of the bill is attached (Attachment E). Staff recommends: SPONSOR.

#### Newly Analyzed Legislation

SB 1316 (Correa, D-Santa Ana) would approve a framework for the extension of existing toll facilities along the Riverside Freeway (State Route 91) by authorizing the OCTA to assign or eliminate its rights, interests, and obligations on the Riverside County portion of State Route 91 (SR-91) franchise by partial

assignment to the Riverside County Transportation Commission (RCTC) or by amending the franchise agreement.

Other provisions to SB 1316 include extending the franchise agreement between OCTA and Caltrans to a date not yet determined but no later than December 31, 2065, requiring OCTA and RCTC to coordinate tolling facilities if RCTC extends the 91 Express Lanes, and authorizing a broader use of toll revenues for projects within the SR-91 corridor.

This potential extension of the 91 Express Lanes toll facility reflects years of cooperation and consideration by both Orange and Riverside counties to facilitate improvements along one of the most congested corridors in the nation and is sponsored by RCTC. Specifically, over the past year OCTA and RCTC representatives have worked closely in attempting to develop an effective policy for expansion of the 91 Express Lanes. SB 1316 reflects this year-long effort of negotiations and modifications to best suit the needs of both OCTA and RCTC. An analysis of the bill is attached (Attachment F). Staff recommends: SUPPORT.

AB 660 (Galgiani, D-Stockton) amends a number of provisions to the state railroad-highway at-grade separation Section 190 program in response to a report on the program prepared by the California State Auditor and is an effort by the author to attempt to address some of the issues noted in the report. However, AB 660 would delete a provision that currently allows transportation agencies to commence construction on a qualified Section 190 grade separation project prior to being eligible for program funds. AB 660 would remove this flexibility by eliminating the project's eligibility to receive Section 190 funding if construction on the project proceeds prior to receiving program funds.

Recently, the California Public Utilities Commission (PUC) released its Grade Separation Priority List for FY 2008-2009 which included four Orange County projects prioritized within the top 20 statewide, namely two projects, State College Boulevard and Raymond Avenue in the City of Fullerton, and two projects at Placentia Avenue and Lakeview Avenue in the City of Placentia. Eliminating the ability to commence construction on these and the other eight Orange County grade separation projects on the list prior to receiving funding would cause delays to the entire process and increase the probability of increased project costs.

Unless AB 660 is amended to retain the provision of current law that allows projects to be constructed in advance of qualifying for Section 190 funding, it is

---

recommended that OCTA oppose the bill. An analysis of the bill is attached (Attachment G). Staff recommends: OPPOSE UNLESS AMENDED.

AB 842 (Jones, D-Sacramento) is an effort by the author, in consultation with the League of Conservation Voters, to establish additional mechanisms that would go beyond current state GHG reduction requirements under AB 32 and current federal fuel efficiency requirements. AB 842 would require the California Transportation Commission (CTC) to update the guidelines for the preparation of RTPs to include a 10 percent reduction in the growth increment of vehicle miles traveled (VMT). Additionally, this bill requires the State Department of Housing and Community Development (HCD) to give priority to projects to local and regional public agencies that will reduce VMT by at least 10 percent when awarding grants under specific programs enacted through Proposition 1C, passed in November 2006.

Not only does AB 842 fail to provide a direct nexus between the Proposition 1C incentives and the mandate to the CTC, it holds regional transportation planning agencies responsible for a growth measurement not controlled by the local agency.

Unless the 10 percent VMT reduction requirement is removed, it is recommended that OCTA oppose the bill. An analysis of the bill is attached (Attachment H). Staff recommends: OPPOSE UNLESS AMENDED.

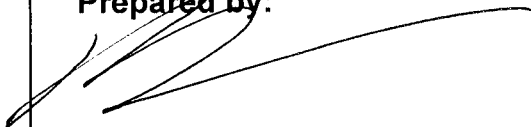
### ***Summary***

On February 16, Governor Schwarzenegger signed a series of budget reduction measures passed by the legislature to address the state's fiscal emergency. Oppose unless amended positions are recommended for SB 375, AB 660, and AB 842. AB 2906 is recommended for sponsorship. A support position is recommended for SB 1316.

**Attachments**

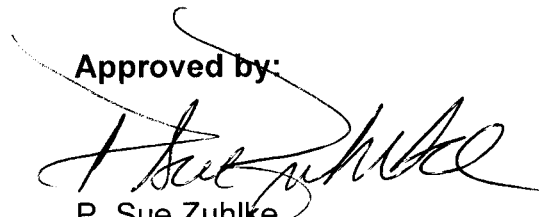
- A. Building Industry Association SB 375 Alternative
- B. League of California Cities Building Industry Association/SB 375 Matrix
- C. Proposed Principles for Amending SB 375 (Steinberg, D-Sacramento)
- D. Text of SB 375 (Steinberg, D-Sacramento)
- E. Analysis of AB 2906 (Tran, R-Costa Mesa)
- F. Analysis of SB 1316 (Correa, D-Santa Ana)
- G. Analysis of AB 660 (Galgiani, D-Stockton)
- H. Analysis of AB 842 (Jones, D-Sacramento)
- I. Orange County Transportation Authority Legislative Matrix

Prepared by:



Manny S. Leon  
Senior Government Relations  
Representative  
(714) 560-5393

Approved by:



P. Sue Zuhlke  
Chief of Staff  
(714) 560-5574

**Building Industry Association SB 375 Alternative**

Section 1. Chapter 2.55 (commencing with Section 65087) is added to Division 1 of Title 7 of the Government Code, to read:

CHAPTER 2.55 REGIONAL BLUEPRINT PLANNING

65087. (a) Each council of government sub-council of government or other appropriate structure responsible for developing a regional transportation plan shall prepare and adopt a regional blueprint plan for its region. The regional blueprint plan shall serve as the projected land use and development pattern for the regional transportation plan adopted pursuant to Chapter 2.5 (commencing with Section 65080). The council of governments shall prepare an environmental impact report on the blueprint prior to its adoption pursuant to Division 13 of the Public Resources Code. In a region where the council of government is not also the region's metropolitan planning organization, the council of government shall consult with the metropolitan planning organization in developing the regional blueprint plan.

(b) In regions with a council of governments, as defined in Section 65582, the regional transportation plan shall use the regional blueprint plan prepared and adopted pursuant to Chapter 2.55 of this Division as its projected land use and development pattern.

65087.1. (a) In preparing the regional blueprint plan, the council of governments shall develop four growth scenarios representing potential land use and development patterns for the region for the planning period covered by the regional transportation plan. Each growth scenario shall specify land use designations, densities, and building intensities for the area covered by the regional blueprint plan, consistent with the requirements of Part 450 of Title 23 of, and Part 93 of Title 40 of, the Code of Federal Regulations.

(1) One of the growth scenarios shall be a "base case" scenario that projects the region's future land use and development pattern based on policies contained in existing city and county general plans within the region.

(2) The three alternative growth scenarios shall use a uniform growth projection and plan for a balance of job and housing growth, reinvestment in existing developed areas, and, relative to the base case scenario, plan for higher housing densities.

(A) The first alternative shall reflect a development pattern which emphasizes accommodating growth in master planned communities.

(B) The second alternative shall reflect a development pattern which emphasizes growth in suburban areas near urban areas.

(C) The third alternative shall reflect a development pattern which emphasizes growth in the region's urban areas.



(3) Each growth scenario shall consider, and be consistent with, regional consumer housing preferences as determined in a survey or surveys using methods that are generally accepted in the field as representing best practices and producing accurate results.

(4) The council of governments shall use urban simulation computer modeling to create visual representations of each growth scenario. The alternative growth scenarios shall be assessed in relation to quality of life factors including, but not necessarily limited to, traffic congestion, air quality, housing availability and affordability, jobs-housing balance, transit use, greenhouse gas emissions and protection of open space.

(5) The council of governments shall identify a preferred growth scenario based on any combination of the alternative growth scenarios consistent with regional consumer housing preferences.

(b) The regional blueprint plan shall include policies and measures designed to achieve the following:

(1) Improve multimodal mobility through a combination of strategies and investments to accommodate growth in transportation demand and reduce congestion.

(2) Reduce dependency on single-occupant vehicle trips by fostering a regional land use pattern that enables more walking, bicycling, transit use, and more efficient use of roadways.

(3) Provide a sufficient housing supply within the region to accommodate the region's medium- and long-term housing need for all income levels during the planning period which reflects the housing types and preferences set forth in the regional consumer housing preferences. For purposes of this paragraph "medium-term housing need" means the region's existing and projected housing needs determined pursuant to paragraph (1) of subdivision (a) of Section 65584. For purposes of determining site capacity and accommodation of lower income households in developing the medium-term housing need development pattern, the plan shall use the related provisions in Section 65583.2.

(4) Provide new residential development opportunities proximate to jobs, transit, convenience retail uses, and support services.

(5) Increase housing affordability and choices.

(6) Accommodate higher density housing.

(7) Increase transportation choices.

(8) Reduce impacts to valuable habitat and productive farmland and air quality.

(9) Improve the region's economic competitiveness and quality of life.

(10) Reduce costs and time needed to deliver transportation and other infrastructure projects through informed early public and resource agency involvement.

(11) Secure local government and community support, including that of under-represented groups to achieve a comprehensive regional community vision through use of visualization tools and enhanced public engagement activities

(12) Build awareness of and support for critical infrastructure and housing needs.

(13) Reduce projected greenhouse gas emission levels below those associated with the base case growth scenario.

(c) The regional blueprint plan and resulting greenhouse gas emissions reductions shall serve as the compliance mechanism for the land use sector sources in each region pursuant to Health and Safety code section 38500 et seq

65087.2. (a)The council of governments shall adopt the regional blueprint plan at the same time it adopts the final regional housing need allocation plan pursuant to subdivision (b) of Section 65584. The council of governments shall adopt and publish procedures governing preparation and adoption of the regional blueprint plan. The procedures shall, at a minimum, include the following:

65087.2. (a) The council of governments shall adopt the regional blueprint plan at the same time it adopts the final regional housing need allocation plan pursuant to subdivision (b) of Section 65584. The council of governments shall, after notice and the opportunity for the public to provide written and oral comments, adopt and publish procedures governing the preparation and adoption of the regional blueprint plan. The procedures shall include, at a minimum, the following:

- (1) Outreach efforts designed to ensure the active participation of a broad range of stakeholder groups in the planning process, including, but not limited to, affordable housing advocates, transportation advocates, neighborhood and community groups, environmental advocates, homebuilder representatives, broad-based business organizations, and homeowners associations.
- (2) Workshops throughout the region to provide the public with the information and tools necessary to provide a clear understanding of the issues and policy choices. At least 3 workshops shall be held in each county within the region.
- (3) Visioning meetings to allow the public to provide policy preferences based on alternative regional growth scenarios. At least 3 visioning meetings shall be held in each county within the region.
- (4) A process for enabling members of the public to provide a single request to receive notices, information, and updates.

(b) The council of governments shall prepare and circulate for public review and comment a draft regional blueprint plan not less than 120 days before adopting the regional blueprint plan. The council of governments shall hold at least 3 public hearings prior to adopting the regional blueprint plan. To the maximum extent feasible the hearings shall be in different parts of the region to maximize the

opportunity for participation by members of the public from throughout the region.

65087.3. (A) Each city and county within the region shall determine whether it will implement the regional blueprint plan's housing development pattern for the plan's medium-term housing need. The determination shall be made by a resolution approved by the city council or board of supervisors not later than 60 days after the council of governments adopts the regional blueprint plan. If the city council or board of supervisors does not adopt a resolution by the deadline the jurisdiction shall be deemed to have determined not to implement the plan's housing development pattern for the medium-term housing need. Approval of the resolution shall commit the city council or board of supervisors to the following:

- (1) Take the necessary actions to make the jurisdiction's general plan and zoning consistent with the plan's housing development pattern for the medium-term housing need not later than 2 years after the council of governments adopts the regional blueprint plan. For purposes of this section, "consistent with the plan's housing development patterns" means permitting the type, density, and intensity of development on any areas within the jurisdiction that are part of the plan's housing development pattern for the plan's medium-term housing need, without requiring a general plan amendment, rezoning, development agreement, or other legislative approval.
- (2) Take the necessary actions to ensure that not later than 2 years after the council of government adopts the regional blueprint plan, the jurisdiction has a general plan amendment policy, Greenhouse Gas Emissions Reduction Plan, and diesel engine exhaust control measures, that meet the substantive requirements for each set forth in the settlement agreement entered into on August 21, 2007 by and among the People of the State of California, Acting By and Through Attorney General Edmund G. Brown, Jr., and the County of San Bernardino and San Bernardino County Board of Supervisors, in San Bernardino County Superior Court Case No. CIVSS 700329.

(b) A city or county that adopts a resolution pursuant to this section shall be an "implementing jurisdiction."

(c) If an implementing jurisdiction does not take the necessary actions to make its general plan and zoning consistent by the required date, the plan's land use and zoning designations for the areas within the jurisdiction that are part of the plan's medium term housing need shall be deemed general plan and zoning overlay designations, and with

Draft Blueprint Language v.10  
For Discussion Purposes Only  
2/21/08

respect to proposed projects that are consistent with the overlay designations the jurisdiction may not deny or condition the project on a density reduction unless the city council or board of supervisors makes the written findings, supported by substantial evidence in the record, described in paragraphs (1) and (2) of subdivision (j) of Section 65589.5

(d) Upon an implementing jurisdiction's compliance with the requirements of paragraph (2) of subdivision (a), no cause of action shall lie under any state or local law, including the common law, or any state or local regulation, against the approval of any project within the implementing jurisdiction that complies with the plans and policies adopted by the implementing jurisdiction to comply with the requirements of paragraph (2) of subdivision (a), based on an alleged failure to identify, discuss, reduce, mitigate, or eliminate, greenhouse gas emissions. A project that is wholly or partially outside the implementing jurisdiction, but as part of project approval will be annexed to the implementing jurisdiction, shall be deemed within the implementing jurisdiction for purposes of this subdivision.

(e) Each city and county within the region, whether an implementing jurisdiction or not, shall consider the regional blueprint plan when updating its general plan.

(f) Approval of a resolution pursuant to subdivision (a) is exempt from the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code. However, nothing in this subdivision shall be interpreted as affecting existing law with respect to the application of the California Environmental Quality Act to subsequent approvals undertaken to implement the requirements of paragraph (1) of subdivision (a).

(g) Nothing in this Chapter shall be interpreted to authorize the abrogation of any vested right, whether created statutorily or by common law.

65087.4. (a) If a project is consistent with the designation, density, and building intensity specified for the area in the regional blueprint plan and an environmental impact report was certified with respect to that regional blueprint plan, the application of Division 13 (commencing with Section 21000) of the Public Resources Code to the approval of that project shall be limited to effects on the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior

environmental impact report. However, all public agencies with authority to mitigate the significant effects shall undertake or require the undertaking of any feasible mitigation measures specified in the prior environmental impact report relevant to a significant effect which the project will have on the environment or, if not, then the provisions of this section shall have no application to that effect. The lead agency shall make a finding, at a public hearing, as to whether those mitigation measures will be undertaken.

(b)Any environmental review for a project that is subject to subdivision (a) shall not be required to discuss potential growth inducing effects, alternatives, or effects related to greenhouse gas emissions.

(c)Any environmental review for a project that is subject to subdivision (a) shall not be required to discuss potentially cumulative effects that the lead agency finds, based on substantial evidence in the record, were adequately addressed in the prior environmental impact report. If the project is a qualifying infill project, as defined in subdivision (e) of Section 53545.12 of the Health and Safety Code, or in a qualifying infill area, as defined in subdivision (d) of Section 53545.12 of the Health and Safety Code, the geographic scope for any potentially cumulative effect that is required to be addressed shall not extend beyond the territorial limits of the city or county in which the project is located. Nothing in this section shall be construed to affect a public agency's ability to define a geographic scope that is smaller than the territorial limits of the city or county in which the project is located.

(d) An effect of a project upon the environment shall not be considered peculiar to the parcel or to the project, for purposes of this section, if uniformly applied development policies or standards have been previously adopted by the city or county, with a finding based upon substantial evidence, which need not include an environmental impact report, that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect.

(e)No person shall have standing to bring an action or proceeding to attack, review, set aside, void, or annul a finding of a public agency made at a public hearing pursuant to subdivision (a) with respect to the conformity of the project to the mitigation measures identified in the prior environmental impact report for the zoning or planning action, unless he or she has participated in that public hearing. However, this subdivision shall not be applicable if the local agency failed to give public notice of the hearing as required

by law. For purposes of this subdivision, a person has participated in the public hearing if he or she has either submitted oral or written testimony regarding the proposed determination, finding, or decision prior to the close of the hearing.

(f) [Possible mitigated negative declaration language]

65087.5. This chapter shall apply to all cities, including charter cities, counties, and cities and counties.

65087.6 (a) The Greenhouse Gas Reduction Fund is hereby created in the State Treasury. The legislature intends that these funds shall be used for grants to regional councils of governments to develop regional blueprint plans and for local government to amend their general plans to implement blueprints. Funds also will be used for infrastructure improvement grants to jurisdictions that have agreed to implement the region's blueprint plan.

(b) Qualifying infrastructure improvement grants shall be determined by the Department of Housing and Community Development consistent with Health and Safety Code sections 53545.12 and 53545.13.

(c) The Department shall develop guidelines to determine grant amounts and criteria for regional blueprint plan development based on best practices.

**League of California Cities Building Industry Association/SB 375 Matrix**

<b>SB 375</b>		<b>BIA Alternative</b>
<b>New Regional Plans</b>	Each Regional Transportation Planning Agency in a non-attainment area under the Clean Air Act (most of the state) must adopt a <u>Sustainable Communities Strategy</u> or “SCS”. Need for SCS based upon following finding: Automobiles and light trucks contribute 30% of greenhouse gas (GHG) emissions. Low carbon fuels and new vehicle technology will substantially reduce emissions but additional reductions are required from changed land use patterns and improved transportation.	Each Council of Governments must prepare a <u>Regional Blueprint Plan</u> .
<b>Regional Target for Greenhouse Gas Reductions</b>	CARB establishes GHG emissions reduction target for each region. The SCS seeks to achieve CARB-established target. <i>Staff Comment: CARB currently has authority under AB 32 to require compliance mechanisms for land use sector sources.</i>	There is no regional GHG emissions target for automobiles or light trucks set by CARB. Specifies that Regional Blueprint constitutes <u>the</u> compliance mechanism for the land use and transportation sector, thus CARB would not have authority under AB 32 to require additional compliance mechanisms.
<b>Relationship between SCS and Blueprint and Regional Transportation Plan</b>	The SCS is adopted as part of the regional transportation plan (RTP) required by state and federal law. If the SCS is unable to achieve the regional GHG emission target, then a “ <u>Supplement</u> ” must be adopted. The Supplement is not part of the RTP and may include alternative development pattern and transportation measures not found in SCS that could achieve the regional GHG emission target. Local agencies are not required to adopt the policies in the Supplement unless they want to take advantage of the CEQA provision of the bill.	The regional blueprint “serves” as the projected land use and development pattern for the regional transportation plan. <i>Staff Comment: Federal law currently requires the RTP to identify the likely growth scenario for the region.</i>
<b>Contents of Regional Plan that Relate to Land Use Policy</b>	SCS sets forth a development pattern for region that will reduce GHG emissions from automobiles and light trucks to achieve, if feasible, reduction targets established by the CARB. Housing and job growth must initially be designated in: (1) infill areas; (2) areas within spheres of influence as of July 1, 2007; (3) vacant lands adjacent to planned development area that are not “significant resource areas;” or “significant farmland.”  If the regional transportation planning agency finds that it is not feasible to contain housing and job growth within these areas, then certain significant resource areas and significant farmland can be included. If Supplement adopted, different development pattern than required by SCS can be adopted.  SCS likely to be inconsistent with LAFCO policy since areas outside spheres of influence as of July 1, 2007 may not be identified for growth unless categories (1), (2), and (3) cannot accommodate growth.	COG must develop 4 growth scenarios: (1) growth according to existing general plans (the “base case”); (2) growth in master plan communities; (3) growth in suburban areas near urban areas; (4) growth in urban areas. Each scenario must be consistent with “regional consumer housing preference.”  The COG may identify a preferred growth scenario based upon any combination of 4 scenarios and a set of 13 quality of life factors. These factors include (traffic congestion; air quality; jobs-housing balance; transit use; greenhouse gas emissions; and protection of open space).  No explicit requirement to coordinate with LAFCO policies, determination and municipal service reports.

<b>SB 375</b>		<b>BIA Alternative</b>
<b>Regional Plans and Reduction of Greenhouse Gas Emissions</b>	<p>The development pattern in the SCS is intended to achieve the CARB target for the reduction of GHG emissions for the region. To the extent the target is not achieved, RTPA must adopt <u>Supplement</u> that identifies additional policies and strategies that, if funding and other policy constraints were not an object, would allow the region to achieve the greenhouse gas emission target.</p>	<p>No goal for how much of a reduction should be achieved. It is unclear whether the adopted scenario will achieve reductions because all scenarios must be “consistent” with “consumer housing preferences.”</p> <p>Provides 13 factors to be considered (consistent with consumer preferences), several relate to GHG reductions (improve multimodal mobility; reduce dependency on single-occupant vehicle trips; provide new residential development proximate to jobs, accommodate higher density housing, increase transportation choices, and—most specifically—reduce emission levels below “base case” scenario).</p>
<b>Regional Plans and RHNA</b>	<p>RHNA allocation and SCS identification of areas for housing operate as parallel processes. Only change to RHNA is to require region's housing need to reflect a feasible balance between jobs and housing, using the employment projections in the RTP.</p> <p>SCS development pattern could conflict with the “fair share” goal of the RHNA allocation process making it difficult for city to make housing element consistent with SCS and meet HCD requirements. In addition, RTP remains on four year cycle, RHNA on a five year cycle; thus it is difficult to align planning process and assumptions.</p>	<p>Existing process for allocating RHNA and Blueprint identification of areas for housing operate as parallel processes. Blueprint must also identify areas for “long-term” housing.</p> <p>Difficult to align planning process and assumptions. RHNA allocation remains in five year planning cycles, Blueprints and RTPs remain on four year cycles.</p>
<b>Implementation of Regional Plans</b>	<p>Implementation optional for each local agency. Implementation means making housing and land use elements of GP consistent with SCS. If implemented, then the local agency can use new CEQA provisions.</p> <p>Local agencies retain general control over land use and zoning decisions, but have to factor into their decision-making that transportation investments under the RTP are likely going to be consistent with the SCS (but not necessarily the Supplement), even though there is no direct link between the SCS and funding decisions.</p> <p><u>Risk Factor:</u> To the extent that state is serious about lowering GHG emissions, difficult to predict how long local agencies will be able to adopt policies contrary to regional SCS. Once framework set, new legislation could change provision recognizing local authority.</p>	<p>Implementation optional for each local agency. Decision must be made within 60 days of adoption of Blueprint. Implementation means (1) zone land consistent with Blueprint pattern for housing need within 2 years; (2) allow development on land zoned that is consistent with type, density, and intensity of development identified in Blueprint without requiring a general plan amendment, rezoning, development agreement, or other legislative approval; (3) adopt GHG Emissions Reduction Plan and diesel engine exhaust measures that meets the criteria of the San Bernardino Settlement Agreement.</p> <p>If implemented, then immune from litigation based upon failure to identify, discuss, reduce, mitigate, eliminate GHG emissions.</p>
<b>Incentives for Infill Needed to Reduce GHG</b>	<p>None. However, sponsor has indicated willingness to work with League to develop an infill incentive package for agencies that opt into infill zoning areas in transit corridors well served by transit.</p>	<p>None. However, sponsor would likely work with the League on this point.</p>



SB 375		BIA Alternative
<b>CEQA Reform</b>	<p><u>Threshold Requirements for All CEQA Provisions:</u> housing and land use element must designate housing, retail, commercial, office, and industrial uses at levels of density and intensity that are substantially consistent with the uses, density, and intensity in the SCS/Supplement. Uses on significant farmland and resource areas must be consistent with the protection of all of the resources of those lands or areas.</p> <p><u>Environmental assessment:</u> A new type of negative declaration that does not require evaluation of cumulative or growth-inducing effects if they have been identified in EIRs for RTP and GP. <u>Conditions:</u> Project density of at least 10 units/acre; at least 75% of total building square footage is residential; mitigation measures, performance criteria in EIR for GP and RTPA included in project. Initial study identifies all potentially significant project-specific impacts; changes incorporated into project to avoid or substantially lessen significant effect to a level of insignificance. If approval is appealed to Council, appeal fee limited to \$500.</p> <p><u>Sustainable Communities Project.</u> No environmental review for projects consistent with SCS and Supplement. <u>Conditions:</u> Project must be served by existing utilities; no wetlands; no significant value as a wildlife habitat, no harm to protected species; infill site; 75% residential (by floor area); 8 acres maximum; no net loss in affordable units; no single level building exceeding 75,000 sq/ft; one of four criteria relating to affordable housing; transit; and open space.</p> <p><u>Traffic assessment:</u> New procedure which allow adoption of traffic mitigation measures that could be applied to most projects thereby avoiding a site-specific traffic impact study on each project.</p> <p><u>Tiering:</u> Project level environmental review may rely on climate change analysis/mitigation in EIR for GP or RTP.</p>	<p>If project consistent with designation, density, intensity in regional blueprint, then environmental analysis limited to site-specific effects and implementation of mitigation measures included in RBP. Environmental analysis immune from challenge for failure to properly analyze impact of project on global warming.</p>
<b>Funding</b>	<p>State planning mandates on RTPAs without an ongoing source of funding.</p> <p>Unless source is identified, RPTA's will probably tap into the existing funds used for planning to cover costs of developing SCS and Supplement.</p>	<p>New planning mandates on COGs without an <u>ongoing</u> identified source of funding. New mandate on local agencies that opt into Regional Blueprint to adopt climate element in general plan that is consistent with San Bernardino Settlement with Attorney General.</p> <p>Establishes Greenhouse Gas Reduction Fund for grants to COGS to do Blueprints and locals to amend general plans to be consistent with Blueprints. HCD oversees program.</p>

Proposed Principles for Amending SB 375 (Steinberg, D-Sacramento)

- An adopted sustainable communities strategy (SCS) should not be directly tied to the Regional Transportation Plan (RTP). The SCS should not create additional liabilities for agencies who prepare the RTP unless expressly requested by that entity.
- Projects and programmatic categories currently programmed or funded, in whole or in part, from funds provided by a voter-approved sales tax increase, or extension of an existing sales tax, should be exempt from any funding prioritization or obligation to be tied to the SCS. No new requirement under the SCS should restrict, modify, or condition any approval of these projects.
- Any new provisions created under the California Environmental Quality Act which allow for a streamlined environmental assessment process should apply to all projects under the SCS, including transportation projects.
- Current obligations and deadlines prescribed under AB 32 – the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006) should not be accelerated. Any proposed expansion of AB 32 obligations should only be implemented when determined by the California Air Resources Board that it is economically practicable and technologically feasible, and an allowance for public input and participation is provided.
- The SCS should clearly define responsible agencies for each element.
- The development of the SCS should be a public process and require input from affected agencies and the public.
- If the adopted sustainable communities strategy specifies new obligations for an entity, additional funding should be provided to carry out these new duties. Any new funding sources created for the development of the SCS or for projects implemented under the SCS should be allocated in a fair and equitable manner, taking into account the region's population, congestion levels and air quality.
- In the SCAG region, each county through the regional transportation planning agency, or other entity as determined by the affected cities and county, should develop transportation plans and land use assumptions for that county. SCAG should develop overall guidelines, ensure coordination, resolve conflicts, and adopt the plan for the region.

AMENDED IN ASSEMBLY JANUARY 28, 2008  
AMENDED IN ASSEMBLY SEPTEMBER 12, 2007  
AMENDED IN ASSEMBLY JULY 17, 2007  
AMENDED IN ASSEMBLY JUNE 27, 2007  
AMENDED IN SENATE JUNE 4, 2007  
AMENDED IN SENATE MAY 2, 2007  
AMENDED IN SENATE APRIL 17, 2007

**SENATE BILL**

**No. 375**

---

**Introduced by Senator Steinberg**

February 21, 2007

---

An act to amend Sections 14527, 65080, and 65584.01 of, and to add Sections 14522.1, 14522.2, and 65080.01 to, the Government Code, and to amend Sections 21061.3 and 21094 of, and to add Chapter 4.2 (commencing with Section 21155) to Division 13 of, the Public Resources Code, relating to environmental quality.

LEGISLATIVE COUNSEL'S DIGEST

SB 375, as amended, Steinberg. Transportation planning: travel demand models: sustainable communities strategy: environmental review.

(1) Existing law requires certain transportation planning activities by the Department of Transportation and by designated regional transportation planning agencies, including development of a regional transportation plan. Existing law authorizes the California Transportation Commission, in cooperation with the regional agencies, to prescribe study areas for analysis and evaluation.

This bill would require the commission, by July 1, ~~2008~~ 2009, to adopt guidelines for travel demand models used in the development of regional transportation plans by certain transportation planning entities. The bill would require the Department of Transportation to assist the commission, on request, in this regard, and would impose other related requirements.

This bill would also require the regional transportation plan for specified regions to include a sustainable communities strategy, as specified, designed to achieve certain goals for the reduction of greenhouse gas emissions from automobiles and light trucks in a region. The bill would require the State Air Resources Board, working in consultation with the affected transportation agencies, to provide each affected region with greenhouse gas emission reduction targets from the automobile and light truck sector for 2020 and 2035 by January 1, ~~2009~~ 2010, and to update the regional targets, as specified, until 2050. The bill would require certain transportation planning and programming activities by affected regional agencies to be consistent with the sustainable communities strategy contained in the regional transportation plan, but would state that certain transportation projects programmed for funding on or before December 31, 2011, are not required to be consistent with the sustainable communities strategy. To the extent the sustainable communities strategy is unable to achieve the greenhouse gas emissions reduction targets, the bill would require affected regional agencies to prepare a supplement to the sustainable communities strategy that would achieve the targets through alternative development patterns or additional transportation measures. The bill would also require an affected regional agency to submit a ~~report~~ *statement* to the California Transportation Commission ~~on describing~~ the relationship of each project in the regional transportation improvement program to the regional transportation plan and supplement adopted by the regional agency. The bill would enact other related provisions.

Because the bill would impose additional duties on local agencies, it would impose a state-mandated local program.

(2) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a

significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

This bill would require the environmental document prepared pursuant to CEQA to only examine the significant or potentially significant project specific impacts of a project located in a local jurisdiction that has amended its general plan so that the land use, housing, and open-space elements of the general plan are consistent with the sustainable communities strategy most recently adopted by the transportation planning agency, pursuant to the requirements specified in the bill, if the project meets certain requirements.

The bill would provide that no additional review is required pursuant to CEQA for a project if the legislative body of a local jurisdiction that has amended its general plan, as provided above, finds, after conducting a public hearing, that the project meets certain criteria and is declared to be a sustainable communities project.

The bill would also authorize the legislative body of a local jurisdiction to adopt traffic mitigation measures for future residential projects that meet specified criteria. The bill would exempt such a residential project seeking a land use approval from compliance with additional measures for traffic impacts, if the local jurisdiction has adopted those traffic mitigation measures.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. The Legislature finds and declares all of the
- 2 following:
- 3 (a) The transportation sector contributes over 40 percent of the
- 4 greenhouse gas emissions in the State of California; automobiles
- 5 and light trucks alone contribute *almost* 30 percent. The

1 transportation sector is the single largest contributor of greenhouse  
2 gases of any sector.

3 (b) In 2006, the Legislature passed and the Governor signed  
4 Assembly Bill 32 (Chapter 488 of the Statutes of 2006; hereafter  
5 AB 32), which requires the State of California to reduce its  
6 greenhouse gas emissions to 1990 levels no later than 2020. In  
7 1990, greenhouse gas emissions from automobiles and light trucks  
8 were approximately 73 million metric tons, but by 2006 these  
9 emissions had increased to approximately 100 million metric tons.

10 (c) Greenhouse gas emissions from automobiles and light trucks  
11 can be substantially reduced by new vehicle technology and by  
12 the increased use of low carbon fuel. However, even taking these  
13 measures into account, it will be necessary to achieve significant  
14 additional greenhouse gas reductions from changed land use  
15 patterns and improved transportation. Without significant changes  
16 in land use and transportation policy, California will not be able  
17 to achieve the goals of AB 32.

18 (d) In addition, automobiles and light trucks account for 50  
19 percent of air pollution in California and 70 percent of its  
20 consumption of petroleum. Changes in land use and transportation  
21 policy will provide significant assistance to California's goals to  
22 implement the federal and state Clean Air Acts and to reduce its  
23 dependence on petroleum.

24 (e) *Current federal law requires regional transportation*  
25 *planning agencies to include a land use allocation in the regional*  
26 *transportation plan. Some regions have engaged in a regional*  
27 *"blueprint" process to prepare the land use allocation. This*  
28 *process has been open and transparent. The Legislature intends,*  
29 *by this act, to build upon that successful process and to take an*  
30 *evolutionary step forward.*

31 (f) *The California Environmental Quality Act (CEQA) is*  
32 *California's premier environmental statute. New provisions of*  
33 *CEQA should be enacted so that the statute encourages local*  
34 *governments to make land use decisions that will help the state*  
35 *achieve its climate goals under AB 32, assist in the achievement*  
36 *of state and federal air quality standards, and increase petroleum*  
37 *conservation.*

38 (e)

39 (g) Current planning models and analytical techniques used for  
40 making transportation infrastructure decisions and for air quality

1 planning should be able to assess the effects of policy choices,  
2 such as residential development patterns, expanded transit service  
3 and accessibility, the walkability of communities, and the use of  
4 economic incentives and disincentives.

5 SEC. 2. Section 14522.1 is added to the Government Code, to  
6 read:

7 14522.1. (a) (1) The commission, in consultation with the  
8 State Air Resources Board, shall adopt guidelines for travel demand  
9 models used in the development of regional transportation plans  
10 by (A) federally designated metropolitan planning organizations,  
11 (B) county transportation agencies or commissions in areas that  
12 have been designated as nonattainment areas under the federal  
13 Clean Air Act, and (C) in the Counties of Imperial, Los Angeles,  
14 Orange, Riverside, San Bernardino, and Ventura, the agency  
15 described in Section 130004 of the Public Utilities Code.

16 (2) The preparation of the guidelines shall include the formation  
17 of an advisory committee that shall include representatives of the  
18 regional transportation planning agencies, the department,  
19 organizations knowledgeable in the creation and use of travel  
20 demand models, local governments, and organizations concerned  
21 with the impacts of transportation investments on communities  
22 and the environment. The commission shall hold two workshops  
23 on the guidelines, one in northern California and one in southern  
24 California. The workshops shall be incorporated into regular  
25 commission meetings.

26 (b) The department shall assist the commission in the preparation  
27 of the guidelines, if requested to do so by the commission.

28 (c) The guidelines shall, at a minimum and to the extent  
29 practicable, account for all of the following:

30 (1) The relationship between land use density and household  
31 vehicle ownership and vehicle miles traveled in a way that is  
32 consistent with statistical research.

33 (2) The impact of enhanced transit service levels on household  
34 vehicle ownership and vehicle miles traveled.

35 (3) Induced travel and induced land development resulting from  
36 highway or passenger rail expansion.

37 (4) Mode splitting that allocates trips between automobile,  
38 transit, carpool, and bicycle and pedestrian trips. If a travel demand  
39 model is unable to forecast bicycle and pedestrian trips, another  
40 means may be used to estimate those trips.

1 (d) The guidelines shall be adopted on or before July 1, 2008  
2 2009.

3 SEC. 3. Section 14522.2 is added to the Government Code, to  
4 read:

5 14522.2. (a) A regional transportation planning agency shall  
6 disseminate the methodology, results, and key assumptions of  
7 whichever travel demand model it uses in a way that would be  
8 useable and understandable to the public.

9 (b) Transportation planning agencies other than those identified  
10 in paragraph (1) of subdivision (a) of Section 14522.1, cities,  
11 counties, and congestion management agencies within multicounty  
12 regions are encouraged, but not required, to utilize the guidelines.

13 SEC. 4. Section 14527 of the Government Code is amended  
14 to read:

15 14527. (a) After consulting with the department, the regional  
16 transportation planning agencies and county transportation  
17 commissions shall adopt and submit to the commission and the  
18 department, not later than December 15, 2001, and December 15  
19 of each odd-numbered year thereafter, a five-year regional  
20 transportation improvement program in conformance with Section  
21 65082. In counties where a county transportation commission has  
22 been created pursuant to Chapter 2 (commencing with Section  
23 130050) of Division 12 of the Public Utilities Code, that  
24 commission shall adopt and submit the county transportation  
25 improvement program, in conformance with Sections 130303 and  
26 130304 of that code, to the multicounty-designated transportation  
27 planning agency. For each project included in the program, a ~~report~~  
28 *statement* shall be submitted to the commission ~~on~~ *describing* the  
29 relationship of the project to the regional transportation plan and  
30 supplement, if any, prepared pursuant to Section 65080. Other  
31 information, including a program for expenditure of local or federal  
32 funds, may be submitted for information purposes with the  
33 program, but only at the discretion of the transportation planning  
34 agencies or the county transportation commissions. As used in this  
35 section, "county transportation commission" includes a  
36 transportation authority created pursuant to Chapter 2 (commencing  
37 with Section 130050) of Division 12 of the Public Utilities Code.

38 (b) The regional transportation improvement program shall  
39 include all projects to be funded with the county share under  
40 paragraph (2) of subdivision (a) of Section 164 of the Streets and



1 Highways Code. The regional programs shall be limited to projects  
2 to be funded in whole or in part with the county share that shall  
3 include all projects to receive allocations by the commission during  
4 the following five fiscal years. For each project, the total  
5 expenditure for each project component and the total amount of  
6 commission allocation and the year of allocation shall be stated.  
7 The total cost of projects to be funded with the county share shall  
8 not exceed the amount specified in the fund estimate made by the  
9 commission pursuant to Section 14525.

10 (c) The regional transportation planning agencies and county  
11 transportation commissions may recommend projects to improve  
12 state highways with the interregional share pursuant to subdivision  
13 (b) of Section 164 of the Streets and Highways Code. The  
14 recommendations shall be separate and distinct from the regional  
15 transportation improvement program. A project recommended for  
16 funding pursuant to this subdivision shall constitute a usable  
17 segment and shall not be a condition for inclusion of other projects  
18 in the regional transportation improvement program.

19 (d) The department may nominate or recommend the inclusion  
20 of projects in the regional transportation improvement program to  
21 improve state highways with the county share pursuant to  
22 paragraph (2) of subdivision (a) and subdivision (e) of Section 164  
23 of the Streets and Highways Code. A regional transportation  
24 planning agency and a county transportation commission shall  
25 have sole authority for determining whether any of the project  
26 nominations or recommendations are accepted and included in the  
27 regional transportation improvement program adopted and  
28 submitted pursuant to this section. This authority provided to a  
29 regional transportation planning agency or to a county  
30 transportation commission extends only to a project located within  
31 its jurisdiction.

32 (e) Major projects shall include current costs updated as of  
33 November 1 of the year of submittal and escalated to the  
34 appropriate year, and shall be consistent with, and provide the  
35 information required in, subdivision (b) of Section 14529.

36 (f) The regional transportation improvement program may not  
37 change the project delivery milestone date of any project as shown  
38 in the prior adopted state transportation improvement program  
39 without the consent of the department or other agency responsible  
40 for the project's delivery.

1 (g) Projects may not be included in the regional transportation  
2 improvement program without a complete project study report or,  
3 for a project that is not on a state highway, a project study report  
4 equivalent or major investment study.

5 (h) Each transportation planning agency and county  
6 transportation commission may request and receive an amount not  
7 to exceed 5 percent of its county share for the purposes of project  
8 planning, programming, and monitoring.

9 SEC. 5. Section 65080 of the Government Code is amended  
10 to read:

11 65080. (a) Each transportation planning agency designated  
12 under Section 29532 or 29532.1 shall prepare and adopt a regional  
13 transportation plan directed at achieving a coordinated and balanced  
14 regional transportation system, including, but not limited to, mass  
15 transportation, highway, railroad, maritime, bicycle, pedestrian,  
16 goods movement, and aviation facilities and services. The plan  
17 shall be action-oriented and pragmatic, considering both the  
18 short-term and long-term future, and shall present clear, concise  
19 policy guidance to local and state officials. The regional  
20 transportation plan shall consider factors specified in Section 134  
21 of Title 23 of the United States Code. Each transportation planning  
22 agency shall consider and incorporate, as appropriate, the  
23 transportation plans of cities, counties, districts, private  
24 organizations, and state and federal agencies.

25 (b) The regional transportation plan shall include all of the  
26 following:

27 (1) A policy element that describes the transportation issues in  
28 the region, identifies and quantifies regional needs, and describes  
29 the desired short-range and long-range transportation goals, and  
30 pragmatic objective and policy statements. The objective and policy  
31 statements shall be consistent with the funding estimates of the  
32 financial element. The policy element of transportation planning  
33 agencies with populations that exceed 200,000 persons may  
34 quantify a set of indicators including, but not limited to, all of the  
35 following:

36 (A) Measures of mobility and traffic congestion, including, but  
37 not limited to, vehicle hours of delay per capita and vehicle miles  
38 traveled per capita.

1 (B) Measures of road and bridge maintenance and rehabilitation  
2 needs, including, but not limited to, roadway pavement and bridge  
3 conditions.

4 (C) Measures of means of travel, including, but not limited to,  
5 percentage share of all trips (work and nonwork) made by all of  
6 the following:

7 (i) Single occupant vehicle.

8 (ii) Multiple occupant vehicle or carpool.

9 (iii) Public transit including commuter rail and intercity rail.

10 (iv) Walking.

11 (v) Bicycling.

12 (D) Measures of safety and security, including, but not limited  
13 to, total injuries and fatalities assigned to each of the modes set  
14 forth in subparagraph (C).

15 (E) Measures of equity and accessibility, including, but not  
16 limited to, percentage of the population served by frequent and  
17 reliable public transit, with a breakdown by income bracket, and  
18 percentage of all jobs accessible by frequent and reliable public  
19 transit service, with a breakdown by income bracket.

20 (F) The requirements of this section may be met utilizing  
21 existing sources of information. No additional traffic counts,  
22 household surveys, or other sources of data shall be required.

23 (2) ~~(A)~~ *A sustainable communities strategy prepared as follows:*

24 (A) Within the region under the jurisdiction of each of the  
25 agencies described in paragraph (1) of subdivision (a) of Section  
26 14522.1, no later than January 1, ~~2009~~ 2010, the State Air  
27 Resources Board, working in consultation with the affected  
28 transportation planning agencies and after at least one public  
29 workshop, shall provide each affected region with greenhouse gas  
30 emission reduction targets from the automobile and light truck  
31 sector for 2020 and 2035, respectively.

32 (i) The state board shall update the regional targets consistent  
33 with each agency's timeframe for updating its regional  
34 transportation plan under federal law until 2050.

35 (ii) In making these determinations, the state board shall consider  
36 greenhouse gas emission reductions that will be achieved by  
37 improved vehicle emission standards, changes in fuel consumption,  
38 and other measures it has approved that will reduce greenhouse  
39 gas emissions in the affected regions, and prospective measures

1 the state board plans to adopt to reduce greenhouse gas emissions  
2 from other sources.

3 (B) Each agency described in paragraph (1) of subdivision (a)  
4 of Section 14522.1 shall prepare a sustainable communities  
5 strategy, consistent with the requirements of Part 450 of Title 23  
6 of, and Part 93 of Title 40 of, the Code of Federal Regulations,  
7 that (i) identifies areas within the region sufficient to house all the  
8 population of the region including all economic segments of the  
9 population over the course of the planning period taking into  
10 account net migration into the region, population growth, household  
11 formation and employment growth; (ii) identifies a transportation  
12 network to service the transportation needs of the region; (iii) using  
13 the best practically available scientific information, identifies  
14 significant resource areas and significant farmland; (iv) sets forth  
15 a development pattern for the region, a transportation network,  
16 and other transportation measures that will reduce the greenhouse  
17 gas emissions from automobiles and light trucks to achieve, if  
18 there is a feasible way to do so, the targets developed by the board;  
19 and (v) will allow the regional transportation plan to comply with  
20 Section 176 of the federal Clean Air Act (42 U.S.C. Sec. 7506).

21 (C) In—*a the multicounty transportation planning agency*  
22 *described in Section 130004 of the Public Utilities Code*, a county  
23 and the cities within that county may propose the sustainable  
24 communities strategy for that county. That sustainable communities  
25 strategy may be approved as part of the sustainable communities  
26 strategy for the region provided that the strategy for the region  
27 complies with the requirements of this section.

28 (D) A sustainable communities strategy shall be consistent with  
29 the state planning priorities specified pursuant to Section 65041.1.

30 (E) In preparing a sustainable communities strategy, the  
31 transportation planning agency shall consider spheres of influence  
32 that have been adopted within its region.

33 (F) Each agency described in paragraph (1) of subdivision (a)  
34 of Section 14522.1 *and, within the jurisdiction of the Metropolitan*  
35 *Transportation Commission, the Association of Bay Area*  
36 *Governments* shall identify the lands for growth in housing and  
37 employment in the sustainable communities strategy in accordance  
38 with the following priorities:

39 (i) Infill and redevelopment in existing urbanized areas, and  
40 any lands within spheres of influence as of July 1, 2007.

1 (ii) Vacant lands or substantially undeveloped lands other than  
2 those identified in clause (i) that are adjacent to an existing or  
3 reasonably foreseeable planned development area and do not  
4 include a significant resource area or significant farmlands.

5 (iii) If it is not feasible to identify lands for all of the projected  
6 growth in jobs and housing on lands in clauses (i) and (ii), then it  
7 may identify future development on vacant lands or substantially  
8 undeveloped lands adjacent to an existing or reasonably foreseeable  
9 planned development or within a city sphere of influence that  
10 contain significant resource areas as defined in paragraphs (4), (5),  
11 (6), or (7) of subdivision (a) of Section 65080.01 or significant  
12 farmland to the extent consistent with other provisions of local,  
13 state, or federal law.

14 (iv) If it is not feasible to identify lands for all of the projected  
15 growth in jobs and housing on lands in clauses (i), (ii), and (iii),  
16 then it may identify future development on vacant lands or  
17 substantially undeveloped lands adjacent to an existing or  
18 reasonably foreseeable planned development or within a city sphere  
19 of influence that contain significant resource areas as defined in  
20 paragraph (3) of subdivision (a) of Section 65080.01 to the extent  
21 consistent with other provisions of local, state, or federal law.

22 (v) If it is not feasible to identify lands for all of the projected  
23 growth in jobs and housing on lands in clauses (i), (ii), (iii), and  
24 (iv), then it may identify future development on other lands, to the  
25 extent consistent with other provisions of local, state, or federal  
26 law, but not on significant resource areas defined in paragraph (1)  
27 or (2) of subdivision (a) of Section 65080.01.

28 (vi) If the sustainable communities strategy identifies  
29 development on lands in clauses (iii), (iv), or (v) it shall describe  
30 feasible measures to mitigate the impact of projected development  
31 on those lands.

32 (G) Prior to adopting a sustainable communities strategy, the  
33 regional transportation planning agency *and, within the jurisdiction*  
34 *of the Metropolitan Transportation Commission, the Association*  
35 *of Bay Area Governments* shall either (i) find that zoning has been  
36 enacted within the region for a five-year supply of the housing  
37 need identified in the sustainable communities strategy, or (ii) state  
38 with specificity why the development pattern set forth in the  
39 sustainable communities strategy is the development pattern that  
40 is most likely to occur.

1 (H) If the sustainable communities strategy, prepared in  
2 compliance with subparagraph (B), is unable to reduce greenhouse  
3 gas emissions to achieve the targets established by the board, the  
4 *regional* transportation planning agency shall prepare a supplement  
5 to the sustainable communities strategy that would achieve those  
6 greenhouse gas emission targets through alternative development  
7 patterns or additional transportation measures. The supplement  
8 shall be a separate document and shall not be part of the regional  
9 transportation plan.

10 (I) A sustainable communities strategy does not regulate the  
11 use of land, nor shall it be subject to any state ~~review or approval~~.  
12 Nothing in a sustainable communities strategy shall be interpreted  
13 as superseding or interfering with the exercise of the land use  
14 authority of cities and counties within the region. Nothing in this  
15 section requires an agency to approve a sustainable communities  
16 strategy that would be inconsistent with Part 450 of Title 23 of, or  
17 Part 93 of Title 40 of, the Code of Federal Regulations and any  
18 administrative guidance under those regulations. Nothing in this  
19 section relieves a public or private entity or any person from  
20 compliance with any other local, state, or federal law.

21 (J) Projects programmed for funding on or before December  
22 31, 2011, are not required to be consistent with the sustainable  
23 communities strategy if they (i) are contained in the 2007 or 2009  
24 Federal Statewide Transportation Improvement Program, (ii) are  
25 funded pursuant to Chapter 12.49 (commencing with Section  
26 8879.20) of Division 1 of Title 2, or (iii) were specifically listed  
27 in a ballot measure prior to December 31, 2006, approving a sales  
28 tax increase for transportation projects.

29 (3) An action element that describes the programs and actions  
30 necessary to implement the plan and assigns implementation  
31 responsibilities. The action element may describe all transportation  
32 projects proposed for development during the 20-year or greater  
33 life of the plan. The action element shall be consistent with the  
34 sustainable communities strategy, except as provided in  
35 subparagraph (J) of paragraph (2).

36 The action element shall consider congestion management  
37 programming activities carried out within the region.

38 (4) (A) A financial element that summarizes the cost of plan  
39 implementation constrained by a realistic projection of available  
40 revenues. The financial element shall also contain

1 recommendations for allocation of funds. A county transportation  
2 commission created pursuant to Section 130000 of the Public  
3 Utilities Code shall be responsible for recommending projects to  
4 be funded with regional improvement funds, if the project is  
5 consistent with the regional transportation plan. The first five years  
6 of the financial element shall be based on the five-year estimate  
7 of funds developed pursuant to Section 14524. The financial  
8 element may recommend the development of specified new sources  
9 of revenue, consistent with the policy element and action element.

10 (B) The financial element of transportation planning agencies  
11 with populations that exceed 200,000 persons may include a project  
12 cost breakdown for all projects proposed for development during  
13 the 20-year life of the plan that includes total expenditures and  
14 related percentages of total expenditures for all of the following:

- 15 (i) State highway expansion.
- 16 (ii) State highway rehabilitation, maintenance, and operations.
- 17 (iii) Local road and street expansion.
- 18 (iv) Local road and street rehabilitation, maintenance, and  
19 operation.
- 20 (v) Mass transit, commuter rail, and intercity rail expansion.
- 21 (vi) Mass transit, commuter rail, and intercity rail rehabilitation,  
22 maintenance, and operations.
- 23 (vii) Pedestrian and bicycle facilities.
- 24 (viii) Environmental enhancements and mitigation.
- 25 (ix) Research and planning.
- 26 (x) Other categories.

27 (c) Each transportation planning agency may also include other  
28 factors of local significance as an element of the regional  
29 transportation plan, including, but not limited to, issues of mobility  
30 for specific sectors of the community, including, but not limited  
31 to, senior citizens.

32 (d) Except as otherwise provided in this subdivision, each  
33 transportation planning agency shall adopt and submit, every four  
34 years, an updated regional transportation plan to the California  
35 Transportation Commission and the Department of Transportation.  
36 A transportation planning agency located in a federally designated  
37 air quality attainment area or that does not contain an urbanized  
38 area may at its option adopt and submit a regional transportation  
39 plan every five years. When applicable, the plan shall be consistent  
40 with federal planning and programming requirements and shall

1 conform to the regional transportation plan guidelines adopted by  
2 the California Transportation Commission. Prior to adoption of  
3 the regional transportation plan, a public hearing shall be held after  
4 the giving of notice of the hearing by publication in the affected  
5 county or counties pursuant to Section 6061.

6 SEC. 6. Section 65080.01 is added to the Government Code,  
7 to read:

8 65080.01. The following definitions apply to terms used in  
9 Section 65080:

10 (a) "Significant resource areas" include (1) all publicly owned  
11 parks and open space; (2) open space or habitat areas protected by  
12 natural community conservation plans, habitat conservation plans,  
13 and other adopted natural resource protection plans; (3) habitat for  
14 species identified as candidate, fully protected, sensitive, or species  
15 of special status by local, state, or federal agencies or protected  
16 by the federal Endangered Species Act of 1973, the California  
17 Endangered Species Act, or the Native Plant Protection Act; (4)  
18 lands subject to conservation or agricultural easements for  
19 conservation or agricultural purposes by local governments, special  
20 districts, or nonprofit 501(c)(3) organizations, and lands under  
21 Williamson Act contracts; (5) areas designated for open-space  
22 uses in adopted open-space elements of the local general plan or  
23 by local ordinance; (6) habitat blocks, linkages, or watershed units  
24 that protect regional populations of native species, including  
25 sensitive, endemic, keystone, and umbrella species, and the  
26 ecological processes that maintain them; and (7) an area subject  
27 to flooding where a development project would not, at the time of  
28 development in the judgment of the agency, meet the requirements  
29 of the National Flood Insurance Program or where the area is  
30 subject to more protective provisions of state law or local  
31 ordinance.

32 (b) "Significant farmland" means farmland that is classified as  
33 prime or unique farmland, or farmland of statewide importance  
34 and is outside all existing city spheres of influence or city limits  
35 as of January 1, 2007.

36 (c) "Consistent with the sustainable communities strategy"  
37 means that the capacity of the transportation projects or  
38 improvements does not exceed that which is necessary to provide  
39 reasonable service levels for the existing population and the



1 planned growth of the region as set forth in the sustainable  
2 communities strategy.

3 (d) “Feasible” means capable of being accomplished in a  
4 successful manner within a reasonable period of time, taking into  
5 account economic, environmental, legal, social, and technological  
6 factors.

7 SEC. 7. Section 65584.01 of the Government Code is amended  
8 to read:

9 65584.01. (a) For the fourth and subsequent revision of the  
10 housing element pursuant to Section 65588, the department, in  
11 consultation with each council of governments, where applicable,  
12 shall determine the existing and projected need for housing for  
13 each region in the following manner:

14 (b) The department’s determination shall be based upon  
15 population projections produced by the Department of Finance  
16 and regional population forecasts used in preparing regional  
17 transportation plans, in consultation with each council of  
18 governments. If the total regional population forecast for the  
19 planning period, developed by the council of governments and  
20 used for the preparation of the regional transportation plan, is  
21 within a range of 3 percent of the total regional population forecast  
22 for the planning period over the same time period by the  
23 Department of Finance, then the population forecast developed by  
24 the council of governments shall be the basis from which the  
25 department determines the existing and projected need for housing  
26 in the region. If the difference between the total population growth  
27 projected by the council of governments and the total population  
28 growth projected for the region by the Department of Finance is  
29 greater than 3 percent, then the department and the council of  
30 governments shall meet to discuss variances in methodology used  
31 for population projections and seek agreement on a population  
32 projection for the region to be used as a basis for determining the  
33 existing and projected housing need for the region. If no agreement  
34 is reached, then the population projection for the region shall be  
35 the population projection for the region prepared by the Department  
36 of Finance as may be modified by the department as a result of  
37 discussions with the council of governments.

38 (c) (1) At least 26 months prior to the scheduled revision  
39 pursuant to Section 65588 and prior to developing the existing and  
40 projected housing need for a region, the department shall meet and

1 consult with the council of governments regarding the assumptions  
2 and methodology to be used by the department to determine the  
3 region's housing needs. The council of governments shall provide  
4 data assumptions from the council's projections, including, if  
5 available, the following data for the region:

6 (A) Anticipated household growth associated with projected  
7 population increases.

8 (B) Household size data and trends in household size.

9 (C) The rate of household formation, or headship rates, based  
10 on age, gender, ethnicity, or other established demographic  
11 measures.

12 (D) The vacancy rates in existing housing stock, and the vacancy  
13 rates for healthy housing market functioning and regional mobility,  
14 as well as housing replacement needs.

15 (E) Other characteristics of the composition of the projected  
16 population.

17 (2) The department may accept or reject the information  
18 provided by the council of governments or modify its own  
19 assumptions or methodology based on this information. After  
20 consultation with the council of governments, the department shall  
21 make determinations in writing on the assumptions for each of the  
22 factors listed in subparagraphs (A) to (E), inclusive, of paragraph  
23 (1) and the methodology it shall use and shall provide these  
24 determinations to the council of governments.

25 (d) (1) After consultation with the council of governments, the  
26 department shall make a determination of the region's existing  
27 and projected housing need based upon the assumptions and  
28 methodology determined pursuant to subdivision (c). The region's  
29 existing and projected housing need shall reflect the achievement  
30 of a feasible balance between jobs and housing within the region  
31 using the regional employment projections in the applicable  
32 regional transportation plan. Within 30 days following notice of  
33 the determination from the department, the council of governments  
34 may file an objection to the department's determination of the  
35 region's existing and projected housing need with the department.

36 (2) The objection shall be based on and substantiate either of  
37 the following:

38 (A) The department failed to base its determination on the  
39 population projection for the region established pursuant to  
40 subdivision (b), and shall identify the population projection which

1 the council of governments believes should instead be used for the  
2 determination and explain the basis for its rationale.

3 (B) The regional housing need determined by the department  
4 is not a reasonable application of the methodology and assumptions  
5 determined pursuant to subdivision (c). The objection shall include  
6 a proposed alternative determination of its regional housing need  
7 based upon the determinations made in subdivision (c), including  
8 analysis of why the proposed alternative would be a more  
9 reasonable application of the methodology and assumptions  
10 determined pursuant to subdivision (c).

11 (3) If a council of governments files an objection pursuant to  
12 this subdivision and includes with the objection a proposed  
13 alternative determination of its regional housing need, it shall also  
14 include documentation of its basis for the alternative determination.  
15 Within 45 days of receiving an objection filed pursuant to this  
16 section, the department shall consider the objection and make a  
17 final written determination of the region's existing and projected  
18 housing need that includes an explanation of the information upon  
19 which the determination was made.

20 SEC. 8. Section 21061.3 of the Public Resources Code is  
21 amended to read:

22 21061.3. "Infill site" means a site in an urbanized area that  
23 meets either of the following criteria:

24 (a) The site has not been previously developed for urban uses  
25 and both of the following apply:

26 (1) The site is immediately adjacent to parcels that are developed  
27 with qualified urban uses, or at least 75 percent of the perimeter  
28 of the site adjoins parcels that are developed with qualified urban  
29 uses, and the remaining 25 percent of the site adjoins parcels that  
30 have previously been developed for qualified urban uses.

31 (2) No parcel within the site has been created within the past  
32 10 years unless the parcel was created as a result of the plan of a  
33 redevelopment agency.

34 (b) The site has been previously developed for qualified urban  
35 uses.

36 SEC. 9. Section 21094 of the Public Resources Code is  
37 amended to read:

38 21094. (a) Where a prior environmental impact report has  
39 been prepared and certified for a program, plan, policy, or  
40 ordinance, the lead agency for a later project that meets the

1 requirements of this section shall examine significant effects of  
2 the later project upon the environment by using a tiered  
3 environmental impact report, except that the report on the later  
4 project need not examine those effects which the lead agency  
5 determines were either (1) mitigated or avoided pursuant to  
6 paragraph (1) of subdivision (a) of Section 21081 as a result of the  
7 prior environmental impact report, or (2) examined at a sufficient  
8 level of detail in the prior environmental impact report to enable  
9 those effects to be mitigated or avoided by site specific revisions,  
10 the imposition of conditions, or by other means in connection with  
11 the approval of the later project.

12 (b) This section applies only to a later project which the lead  
13 agency determines (1) is consistent with the program, plan, policy,  
14 or ordinance for which an environmental impact report has been  
15 prepared and certified, (2) is consistent with applicable local land  
16 use plans and zoning of the city, county, or city and county in  
17 which the later project would be located, and (3) is not subject to  
18 Section 21166.

19 (c) For purposes of compliance with this section, an initial study  
20 shall be prepared to assist the lead agency in making the  
21 determinations required by this section. The initial study shall  
22 analyze whether the later project may cause significant effects on  
23 the environment that were not examined in the prior environmental  
24 impact report.

25 (d) All public agencies which propose to carry out or approve  
26 the later project may utilize the prior environmental impact report  
27 and the environmental impact report on the later project to fulfill  
28 the requirements of Section 21081.

29 (e) When tiering is used pursuant to this section, an  
30 environmental impact report prepared for a later project shall refer  
31 to the prior environmental impact report and state where a copy  
32 of the prior environmental impact report may be examined.

33 (f) If a residential, commercial, or retail project is consistent  
34 with a sustainable communities strategy, as modified by a  
35 supplement, if any, adopted pursuant to Section 65080 of the  
36 Government Code, the environmental analysis of that project may  
37 tier the analysis of the climate impacts of greenhouse gas emissions  
38 from automobiles and light trucks associated with the project from  
39 the environmental impact report prepared for the regional  
40 transportation plan. For purposes of this section, “consistent with

1 a sustainable communities strategy” means that the use, density,  
2 and intensity of the project are consistent with the use, density,  
3 and intensity identified for the project area in the sustainable  
4 communities strategy, as modified by a supplement, if any, and  
5 any mitigation measures adopted in the environmental impact  
6 report on the regional transportation plan have been or will be  
7 incorporated into the project. Nothing in this subdivision restricts  
8 the use of a tiered environmental impact report as otherwise  
9 provided in this division.

10 SEC. 10. Chapter 4.2 (commencing with Section 21155) is  
11 added to Division 13 of the Public Resources Code, to read:

12  
13 CHAPTER 4.2. IMPLEMENTATION OF THE SUSTAINABLE  
14 COMMUNITIES STRATEGY  
15

16 21155. (a) This chapter applies only within a local jurisdiction  
17 that has amended its general plan so that the land use, housing,  
18 and open-space elements of the general plan are substantially  
19 consistent with the sustainable communities strategy, as modified  
20 by a supplement, if any, most recently adopted by the transportation  
21 planning agency pursuant to Section 65080 of the Government  
22 Code for the region in which the local government is located.

23 (b) For purposes of this section, the land use, housing, and  
24 open-space elements of the general plan are substantially consistent  
25 with the sustainable communities strategy, as modified by a  
26 supplement, if any, if the land use and housing elements designate  
27 housing, retail, commercial, office, and industrial uses at levels of  
28 density and intensity that are substantially consistent with the uses,  
29 density, and intensity identified in the sustainable communities  
30 strategy, as modified by a supplement, if any, for those locations  
31 and if the open space element designates uses for significant  
32 farmlands or significant resource areas that are consistent with the  
33 protection of all of the resources of those lands or areas.

34 (c) Notwithstanding subdivision (a), the provisions of Sections  
35 21155.1, 21155.2, and 21155.3 may be utilized for projects within  
36 a local jurisdiction if the project is shown only in the supplement  
37 to the sustainable communities strategy.

38 (d) Notwithstanding subdivision (a) or (c), the provisions of  
39 Sections 21155.1, 21155.2, and 21155.3 may not be utilized for  
40 projects identified for development on lands referenced in clause

1 (v) of subparagraph (F) of paragraph (2) of subdivision (b) of  
2 Section 65080.

3 21155.1. If the legislative body finds, after conducting a public  
4 hearing, that a project meets all of the requirements of subdivisions  
5 (a) and (b) and one of the requirements of subdivision (c), the  
6 project is declared to be a sustainable communities project and  
7 shall not be subject to any other provisions of this division.

8 (a) The project complies with all of the following environmental  
9 criteria:

10 (1) The project and other projects approved prior to the approval  
11 of the project but not yet built can be adequately served by existing  
12 utilities, and the project applicant has paid, or has committed to  
13 pay, all applicable in-lieu or development fees.

14 (2) (A) The site of the project does not contain wetlands or  
15 riparian areas and does not have significant value as a wildlife  
16 habitat, and the project does not harm any species protected by the  
17 federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et  
18 seq.), the Native Plant Protection Act (Chapter 10 (commencing  
19 with Section 1900) of Division 2 of the Fish and Game Code), or  
20 the California Endangered Species Act (Chapter 1.5 (commencing  
21 with Section 2050) of Division 3 of the Fish and Game Code), and  
22 the project does not cause the destruction or removal of any species  
23 protected by a local ordinance in effect at the time the application  
24 for the project was deemed complete.

25 (B) For the purposes of this paragraph, “wetlands” has the same  
26 meaning as in the United States Fish and Wildlife Service Manual,  
27 Part 660 FW 2 (June 21, 1993).

28 (C) For the purposes of this paragraph:

29 (i) “Riparian areas” means those areas transitional between  
30 terrestrial and aquatic ecosystems and that are distinguished by  
31 gradients in biophysical conditions, ecological processes, and biota.  
32 A riparian area is an area through which surface and subsurface  
33 hydrology connect waterbodies with their adjacent uplands. A  
34 riparian area includes those portions of terrestrial ecosystems that  
35 significantly influence exchanges of energy and matter with aquatic  
36 ecosystems. A riparian area is adjacent to perennial, intermittent,  
37 and ephemeral streams, lakes, and estuarine-marine shorelines.

38 (ii) “Wildlife habitat” means the ecological communities upon  
39 which wild animals, birds, plants, fish, amphibians, and  
40 invertebrates depend for their conservation and protection.

1 (iii) Habitat of “significant value” includes wildlife habitat of  
2 national, statewide, regional, or local importance; habitat for  
3 species protected by the federal Endangered Species Act of 1973  
4 (16 U.S.C. Sec. 1531, et seq.), the California Endangered Species  
5 Act (Chapter 1.5 (commencing with Section 2050) of Division 3  
6 of the Fish and Game Code), or the Native Plant Protection Act  
7 (Chapter 10 (commencing with Section 1900) of Division 2 of the  
8 Fish and Game Code); habitat identified as candidate, fully  
9 protected, sensitive, or species of special status by local, state, or  
10 federal agencies; or habitat essential to the movement of resident  
11 or migratory wildlife.

12 (3) The site of the project is not included on any list of facilities  
13 and sites compiled pursuant to Section 65962.5 of the Government  
14 Code.

15 (4) The site of the project is subject to a preliminary  
16 endangerment assessment prepared by a registered environmental  
17 assessor to determine the existence of any release of a hazardous  
18 substance on the site and to determine the potential for exposure  
19 of future occupants to significant health hazards from any nearby  
20 property or activity.

21 (A) If a release of a hazardous substance is found to exist on  
22 the site, the release shall be removed or any significant effects of  
23 the release shall be mitigated to a level of insignificance in  
24 compliance with state and federal requirements.

25 (B) If a potential for exposure to significant hazards from  
26 surrounding properties or activities is found to exist, the effects of  
27 the potential exposure shall be mitigated to a level of insignificance  
28 in compliance with state and federal requirements.

29 (5) The project does not have a significant effect on historical  
30 resources pursuant to Section 21084.1.

31 (6) The project site is not subject to any of the following:

32 (A) A wildland fire hazard, as determined by the Department  
33 of Forestry and Fire Protection, unless the applicable general plan  
34 or zoning ordinance contains provisions to mitigate the risk of a  
35 wildland fire hazard.

36 (B) An unusually high risk of fire or explosion from materials  
37 stored or used on nearby properties.

38 (C) Risk of a public health exposure at a level that would exceed  
39 the standards established by any state or federal agency.

- 1 (D) Seismic risk as a result of being within a delineated  
2 earthquake fault zone, as determined pursuant to Section 2622, or  
3 a seismic hazard zone, as determined pursuant to Section 2696,  
4 unless the applicable general plan or zoning ordinance contains  
5 provisions to mitigate the risk of an earthquake fault or seismic  
6 hazard zone.
- 7 (E) Landslide hazard, flood plain, flood way, or restriction zone,  
8 unless the applicable general plan or zoning ordinance contains  
9 provisions to mitigate the risk of a landslide or flood.
- 10 (7) The project site is not located on developed open space.
- 11 (A) For the purposes of this paragraph, “developed open space”  
12 means land that meets all of the following criteria:
- 13 (i) Is publicly owned, or financed in whole or in part by public  
14 funds.
- 15 (ii) Is generally open to, and available for use by, the public.
- 16 (iii) Is predominantly lacking in structural development other  
17 than structures associated with open spaces, including, but not  
18 limited to, playgrounds, swimming pools, ballfields, enclosed child  
19 play areas, and picnic facilities.
- 20 (B) For the purposes of this paragraph, “developed open space”  
21 includes land that has been designated for acquisition by a public  
22 agency for developed open space, but does not include lands  
23 acquired with public funds dedicated to the acquisition of land for  
24 housing purposes.
- 25 (8) The buildings in the project will comply with all green  
26 building standards required by the local jurisdiction.
- 27 (b) The project meets all of the following land use criteria:
- 28 (1) The project is located on an infill site.
- 29 (2) The project is a residential project or a residential or mixed  
30 use project consisting of residential uses and primarily  
31 neighborhood-serving goods, services, or retail uses that do not  
32 exceed 25 percent of the total floor area of the project.
- 33 (3) The site of the project is not more than eight acres in total  
34 area.
- 35 (4) The project does not contain more than 200 residential units.
- 36 (5) The project density is at least equal to the applicable density  
37 level provided in subparagraph (B) of paragraph (3) of subdivision  
38 (c) of Section 65583.2 of the Government Code.
- 39 (6) The project does not result in any net loss in the number of  
40 affordable housing units within the project area.



1 (7) The project does not include any single level building that  
2 exceeds 75,000 square feet.

3 (8) The project is consistent with the general plan.

4 (9) Any applicable mitigation measures approved in the final  
5 environmental impact reports on the regional transportation plan  
6 or the local general plan amendment have been or will be  
7 incorporated into the project.

8 (10) The project is determined not to conflict with nearby  
9 operating industrial uses.

10 (c) The project meets at least one of the following four criteria:

11 (1) The project meets both of the following:

12 (A) At least 20 percent of the housing will be sold to families  
13 of moderate income, or not less than 10 percent of the housing  
14 will be rented to families of low income, or not less than 5 percent  
15 of the housing is rented to families of very low income.

16 (B) The project developer provides sufficient legal commitments  
17 to the appropriate local agency to ensure the continued availability  
18 and use of the housing units for very low, low-, and  
19 moderate-income households at monthly housing costs determined  
20 pursuant to paragraph (3) of subdivision (h) of Section 65589.5 of  
21 the Government Code. Rental units shall be affordable for at least  
22 55 years. Ownership units shall be subject to resale restrictions or  
23 equity sharing requirements for at least 30 years.

24 (2) The project developer has paid or will pay in-lieu fees  
25 pursuant to a local ordinance in an amount sufficient to result in  
26 the development of an equivalent number of units that would  
27 otherwise be required pursuant to paragraph (1).

28 (3) The project is located within one-quarter mile of a major  
29 transit stop.

30 (4) The project provides public open space equal to or greater  
31 than five acres per 1,000 residents of the project.

32 21155.2. (a) A project that meets the following requirements  
33 shall be eligible for either the provisions of subdivision (b) or (c):

34 (1) Environmental impact reports have been certified on the  
35 regional transportation plan containing the sustainable communities  
36 strategy and on the applicable general plan provisions.

37 (2) Any applicable mitigation measures or performance  
38 standards or criteria set forth in the prior environmental impact  
39 reports, and adopted in findings, have been or will be incorporated  
40 into the project.

1 (3) The project density is at least 10 residential units per net  
2 acre.

3 (4) At least 75 percent of the total building square footage of  
4 the project consists of residential buildings.

5 (b) A project that satisfies the requirements of subdivision (a)  
6 may be reviewed through a sustainable communities environmental  
7 assessment as follows:

8 (1) An initial study shall be prepared to identify all significant  
9 or potentially significant project-specific impacts of the project.  
10 The initial study does not need to evaluate any significant  
11 cumulative or growth-inducing effects on the environment that  
12 were identified and discussed in the environmental impact reports  
13 certified for the regional transportation plan and the general plan.

14 (2) The sustainable communities environmental assessment  
15 shall contain measures that substantially lessen to a level of  
16 insignificance or avoid all project-specific impacts of the project.

17 (3) A draft of the sustainable communities environmental  
18 assessment shall be circulated for public comment for a period of  
19 not less than 30 days. Notice shall be provided in the same manner  
20 as required for an environmental impact report pursuant to Section  
21 21092.

22 (4) Prior to acting on the sustainable communities environmental  
23 assessment, the lead agency shall consider all comments received.

24 (5) A sustainable communities environmental assessment may  
25 be approved by the lead agency after conducting a public hearing,  
26 reviewing the comments received, and finding that:

27 (A) All potentially significant or significant project-specific  
28 impacts have been identified and analyzed.

29 (B) With respect to each significant project-specific impact on  
30 the environment, either of the following apply:

31 (i) Changes or alterations have been required in or incorporated  
32 into the project that avoid or substantially lessen the significant  
33 effects to a level of insignificance.

34 (ii) Those changes or alterations are within the responsibility  
35 and jurisdiction of another public agency and have been, or can  
36 and should be, adopted by that other agency.

37 (6) The legislative body of the lead agency shall conduct the  
38 public hearing or a planning commission may conduct the public  
39 hearing if local ordinances allow a direct appeal of approval of a

1 document prepared pursuant to this division to the legislative body  
2 subject to a fee not to exceed five hundred dollars (\$500).

3 (7) The lead agency's approval of a sustainable communities  
4 environmental assessment shall be reviewed under the substantial  
5 evidence standard.

6 (c) A project that satisfies the requirements of subdivision (a)  
7 may be reviewed by an environmental impact report that complies  
8 with all of the following:

9 (1) An initial study shall be prepared to identify all the  
10 project-specific impacts of the project that may have a significant  
11 effect on the environment based upon substantial evidence in light  
12 of the whole record. The initial study does not need to evaluate  
13 any significant cumulative or growth-inducing effects on the  
14 environment that were identified and discussed in the  
15 environmental impact reports certified for the regional  
16 transportation plan and the general plan.

17 (2) An environmental impact report prepared pursuant to this  
18 subdivision need only address the significant or potentially  
19 significant impacts on the environment identified pursuant to  
20 paragraph (1). It is not required to analyze off-site alternatives to  
21 the project. It shall otherwise comply with the requirements of this  
22 division.

23 21155.3. (a) The legislative body of a local jurisdiction may  
24 adopt traffic mitigation measures that would apply to future  
25 projects described in subdivision (b). These measures shall be  
26 adopted or amended after a public hearing and may include  
27 requirements for the installation of traffic control improvements,  
28 street or road improvements, and contributions to road  
29 improvement or transit funds, transit passes for future residents,  
30 or other measures that will avoid or substantially lessen the traffic  
31 impacts of those future projects.

32 (b) The traffic mitigation measures adopted pursuant to this  
33 section shall apply to projects where the residential density is at  
34 least 10 units per net acre and where at least 75 percent of the total  
35 building square footage of the project consists of residential  
36 buildings.

37 (c) (1) A project described in subdivision (b) that is seeking a  
38 discretionary approval is not required to comply with any additional  
39 mitigation measures required by paragraph (1) or (2) of subdivision  
40 (a) of Section 21081, for the traffic impacts of that project on

1 intersections, streets, highways, freeways, or mass transit, if the  
2 local jurisdiction issuing that discretionary approval has adopted  
3 traffic mitigation measures in accordance with this section.  
4 (2) Paragraph (1) does not restrict the authority of a local  
5 jurisdiction to adopt feasible mitigation measures with respect to  
6 the impacts of a project on public health or on pedestrian or bicycle  
7 safety.  
8 (d) The legislative body shall review its traffic mitigation  
9 measures and update them as needed at least every five years.  
10 SEC. 11. If the Commission on State Mandates determines  
11 that this act contains costs mandated by the state, reimbursement  
12 to local agencies and school districts for those costs shall be made  
13 pursuant to Part 7 (commencing with Section 17500) of Division  
14 4 of Title 2 of the Government Code.

**BILL:** AB 2906 (Tran, R-Costa Mesa)  
Introduced February 22, 2008

**SUBJECT:** Repeals Section 21655.3 of the State Vehicle Code which requires 24-hour operational high occupancy vehicle lanes authorized within a specific time period to construct a four-foot buffer area between the general purpose lanes and the high occupancy vehicle lane

**STATUS:** Pending committee assignment

**SUMMARY AS OF FEBRUARY 22, 2008:**

AB 2906 repeals Section 21655.3 of the State Vehicle Code which currently requires any 24-hour high occupancy vehicle (HOV) lane on a state highway granted operational status between January 1, 1987 and December 31, 1987 to be separated from adjacent mixed flow lanes by a buffer area of at least four feet in width. Based on the time parameters identified, this section only applies to HOV lanes on the Costa Mesa Freeway (State Route 55). Additionally, this section also specifies that if a four-foot buffer is not completed by July 1, 1988, then the designated regional transportation agency would be required to carry out one of the following actions:

- Draft an agreement with the California Department of Transportation (Caltrans) to cover the cost of designing and constructing a four-foot buffer area not programmed by Caltrans.
- Submit a written request to Caltrans requesting the HOV lane be converted to a mixed flow lane.

State Route 55 (SR-55) HOV lanes were the first authorized 24-hour operational HOV lanes in Orange County. Due to the lack of safety and ridership data, it was difficult for the Orange County Transportation Commission and Caltrans to assess the potential safety issues with dividing the SR-55 HOV lanes and general purpose lanes with a general restriping. As a result of negotiations between the Orange County Transportation Commission, Caltrans, State representatives, and local stakeholders, the above mentioned statute was enacted as a safety enhancement measure. However, this provision is no longer applicable to the state highway system. Transportation data fails to demonstrate a need to continue enforcement of this provision. In total 1,305 HOV lane miles are in operation throughout the state (Caltrans 2005) and yet no other stretch of HOV lanes on any other freeway are subject to section 21655.3.

**EFFECTS ON ORANGE COUNTY:**

The requirement to maintain the four-foot buffer has created a variety of unintended consequences on this freeway including problems with adding an additional general purpose lane and implementing continuous access in this corridor. The removal of this requirement would allow the installation of an additional freeway lane without requiring additional right of way in a heavily developed corridor. Additionally, the removal of the

requirement would allow Caltrans District 12 to study the feasibility of expanding the continuous access pilot program to this corridor.

Based on a recent survey of the Garden Grove Freeway (State Route 22) users, 71 percent support the continuous access program on State Route 22 and 59 percent support expanding this program to other freeways in Orange County. Additionally, the benefits of adding a general purpose lane to SR-55 within the existing right-of-way thereby eliminating additional community impacts expansion would otherwise create cannot be overstated.

**OCTA POSITION:**

Staff recommends: SPONSOR

**ASSEMBLY BILL**

**No. 2906**

---

**Introduced by Assembly Members Tran and Huff  
(Principal coauthors: Assembly Members Duvall, Solorio, and  
Walters)**

(Principal coauthors: Senators Correa and Harman)  
**(Coauthors: Assembly Members DeVore, Silva, and Spitzer)**  
(Coauthor: Senator Wyland)

February 22, 2008

---

An act to repeal Section 21655.3 of the Vehicle Code, relating to vehicles, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 2906, as introduced, Tran. Vehicles: high-occupancy vehicle lane: buffer area.

(1) Existing law requires specified high-occupancy vehicle lanes to be separated from adjacent mixed-flow lanes by a buffer area of at least 4 feet in width.

This bill would repeal these provisions.

(2) This bill would declare that it is to take effect immediately as an urgency statute.

Vote:  $\frac{2}{3}$ . Appropriation: no. Fiscal committee: no.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 21655.3 of the Vehicle Code is repealed.  
2 ~~21655.3. (a) A high-occupancy vehicle lane on a state highway~~  
3 ~~that has been given permanent operational status as a~~

1 ~~high-occupancy lane by the department on or after January 1, 1987,~~  
2 ~~but before December 31, 1987, in conjunction with a transportation~~  
3 ~~planning agency, and that is operated as a high-occupancy vehicle~~  
4 ~~lane on a 24-hour basis after that date, shall be separated from~~  
5 ~~adjacent mixed-flow lanes by a buffer area of at least four feet in~~  
6 ~~width.~~

7 ~~(b) The transportation planning agency having within its area~~  
8 ~~of jurisdiction a high-occupancy vehicle lane meeting the~~  
9 ~~operational requirements of subdivision (a) and having no buffer~~  
10 ~~or a buffer less than four feet in width shall, by July 1, 1988, do~~  
11 ~~one of the following:~~

12 ~~(1) Enter into an agreement with the department to provide a~~  
13 ~~four-foot buffer between the high-occupancy vehicle lane and the~~  
14 ~~adjacent lanes and agree to pay any costs for the buffer not~~  
15 ~~programmed by the department.~~

16 ~~(2) Submit to the department a written request that the~~  
17 ~~high-occupancy vehicle lane be changed to a mixed-flow lane.~~

18 ~~(c) Upon receipt of notification by the transportation planning~~  
19 ~~agency of its request that the high-occupancy vehicle lane become~~  
20 ~~a mixed-flow lane, the department shall proceed with the work~~  
21 ~~necessary to change the high-occupancy lane to a mixed-flow lane.~~

22 ~~(d) The width of a buffer between a high-occupancy vehicle~~  
23 ~~lane and adjacent lanes may be less than four feet at locations~~  
24 ~~where a four-foot buffer would require the removal, relocation, or~~  
25 ~~reconstruction of any existing bridge support structures or where~~  
26 ~~part of the buffer space is required for enforcement refuge areas.~~

27 SEC. 2. This act is an urgency statute necessary for the  
28 immediate preservation of the public peace, health, or safety within  
29 the meaning of Article IV of the Constitution and shall go into  
30 immediate effect. The facts constituting the necessity are:

31 In order to alleviate ongoing traffic congestion and transportation  
32 difficulties as soon as possible, it is necessary for this act to go  
33 into effect immediately.



**BILL:** SB 1316 (Correa, D-Santa Ana)  
Introduced February 19, 2008

**SUBJECT:** Authorizes a framework for the extension of the 91 Express Lanes toll road by allowing Orange County Transportation Authority to assign its rights, interests, and obligations in the Riverside County portion of the toll lanes to the Riverside County Transportation Commission, or through an amendment of the franchise agreement

**STATUS:** Pending committee assignment

**SUMMARY AS OF FEBRUARY 22, 2008:**

SB 1316 would approve a framework for the extension of existing toll facilities along the Riverside Freeway (State Route 91) by authorizing the Orange County Transportation Authority (OCTA) to assign or eliminate its rights, interests, and obligations on the Riverside County portion of State Route 91 (SR-91) franchise by partial assignment to the Riverside County Transportation Commission (RCTC) or by amending the franchise agreement. In September 2002, AB 1010 was signed into law authorizing OCTA to purchase and operate the 91 Express Lanes toll road. Through AB 1010, OCTA assumed responsibility for a toll lane on SR-91 in Orange and Riverside counties under an assignment of a franchise agreement between the Department of Transportation (Caltrans) and the previous private toll lane owner. This assignment required OCTA's interest to revert back to Caltrans on December 31, 2030. SB 1316 would permit the collection of tolls and extend the franchise agreement to a date determined by OCTA, which would be no later than December 31, 2065. At that time, the toll lanes would revert back to the state as previously negotiated under AB 1010. The tolling authority sunset date was chosen to match up with RCTC's proposed tolling authority for the extension.

If RCTC constructs and operates toll facilities along the SR-91 between the Orange County border and the Corona Freeway (Interstate 15), SB 1316 would require OCTA and RCTC to coordinate their respective tolling facilities. Furthermore, SB 1316 would require the formation of an advisory committee for the operation of the toll lanes, whose members would be appointed by both OCTA and RCTC. The costs of the committee would be shared by both organizations. This advisory committee would replace the committee established under AB 1010, which was made up of members from OCTA, RCTC, and the San Bernardino Associated Governments.

SB 1316 would also authorize a broader use of toll revenues for projects within the SR-91 corridor, to be defined to include areas within five miles from SR-91 though it is currently unspecified in the bill. Currently, OCTA only has authority to use toll revenues for capital and operating expenses of the toll lanes, and for transportation purposes related to SR-91 within the existing right of way. SB 1316 would also change the requirement created under AB 1010 that OCTA consult with RCTC to develop a plan and schedule for completion transportation projects so to include the entire SR-91 Corridor, rather than only the portion of the SR-91 in between Interstate 15 (I-15) and the Costa Mesa Freeway (State Route 55). Furthermore, although it will still be required

that the plan be updated on an annual basis, SB 1316 would eliminate the provision requiring the annual report be prepared until all improvements within the plan have been completed.

Currently the bill language authorizes a toll facility along SR-91 beyond the I-15 to Interstate 215. RCTC plans to remove this additional authority and only pursue the extension to I-15.

### **EFFECTS ON ORANGE COUNTY:**

The 91 Express Lanes creates another mobility option for commuters between Orange and Riverside counties, particularly in an emergency situation. Depending on the time of day, commuters reported an average of saving 30 minutes on their drive time by using the toll lanes. In addition, customers consistently express a high level of satisfaction in their use of the toll lanes; surveys taken in 2006 and 2007 both had over 80 percent of customers responding they were satisfied with the toll lanes.

The 2007 customer satisfaction survey, used to understand customer satisfaction and usage patterns on the toll lanes, concluded that nearly a third of OCTA customers and a fourth of Transportation Corridor Agencies (TCA) customers were aware of plans to extend the 91 Express Lanes. Overall, 80 percent of respondents were supportive of the extension plans with 77 percent of respondents reporting that they would likely use the extension in both Orange and Riverside counties, even with the option to enter and exit at the county line.

This potential extension of the 91 Express Lanes toll facility reflects years of cooperation and consideration by both Orange and Riverside counties to facilitate improvements along one of the most congested corridors in the nation. Success from the 91 Express Lanes, along with the lessons learned from this facility, has helped to form a model for public-private partnerships in California. Building on the success of these lanes by allowing additional commuters to take advantage of a faster commute through Riverside County only makes sense.

Even with the volume of investments provided by Proposition 1B, and locally by Measures M and A in Orange and Riverside counties, additional funds are still needed to make improvements in this area. With three-fourth's of the 91 Express Lanes' toll road revenues coming from Riverside and San Bernardino commuters, approximately \$1.7 billion in future transportation projects could be funded by additional toll revenues that would be generated from the expansion of the toll lanes. Potential projects include a connection between SR-91 and the Eastern Toll Road (State Route 241), railroad grade separations, and on/off-ramp improvements. These improvements would not only help the functioning of the 91 Express Lanes, but also benefit all motorists in the corridor. Without the option to extend the existing 91 Express Lanes facility to the Interstate 15, needed improvements to this corridor would be further delayed.

### **OCTA POSITION:**

Staff recommends: SUPPORT

**Introduced by Senator Correa**  
(Coauthors: Assembly Members Benoit and Spitzer)

February 20, 2008

---

An act to amend Section 130240 of, and to add Sections 130244 and 130245 to, the Public Utilities Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 1316, as introduced, Correa. Transportation facilities: tolls: Orange and Riverside Counties.

Existing law provides for the Orange County Transportation Authority to assume responsibility for a toll lane on State Highway Route 91 in Orange and Riverside Counties under an assignment of a franchise agreement between the Department of Transportation and a private toll road operator. Existing law authorizes the authority to issue bonds and impose tolls relative to this toll lane, but not to extend beyond 2030, at which point the toll lane would revert to the department. Existing law requires toll revenues from the toll lane to be used for capital and operating expenses of the toll lane, including debt service, and for transportation purposes related to State Highway Route 91. Existing law creates an advisory committee to make recommendations to the authority regarding the toll lane and related issues.

This bill would authorize the Orange County Transportation Authority to eliminate its rights, interests, and obligations in the Riverside County portion of the State Highway Route 91 toll lane by partial assignment to the Riverside County Transportation Commission or by amendment to the franchise agreement. The bill would delete the 2030 limitation on issuance of bonds and collection of tolls, and would provide for the reversion of the portion of the toll lane under the authority's control from the authority to the department at the expiration of the franchise

agreement. The bill would authorize toll revenues to be used for transportation purposes in the State Highway Route 91 Corridor, defined to mean the area within an unspecified number of miles of the toll lane.

This bill would authorize the Riverside County Transportation Commission to impose tolls for 50 years on a toll lane on its portion of State Highway Route 91, subject to extension beyond that time if reauthorized by the Legislature, and would authorize toll revenues to be used for capital and operating expenses of the toll lane, including debt service, and for transportation purposes in the SR 91 Corridor, defined to mean the area within an unspecified number of miles of the Riverside County portion of the toll lane extending east to State Highway Route 215. The bill would authorize the commission, or a nonprofit corporation on the commission's behalf, to issue bonds for transportation facilities within that corridor. The bill would require reversion of the toll lane to the department after bonds are repaid unless tolls have been reauthorized by the Legislature. The bill would enact alternative provisions to current law governing the payment bonds that the commission is to obtain for projects undertaken pursuant to these provisions. The bill would state that the commission is not entitled to compensation for the adverse effects on toll revenues from construction of competing facilities within the SR 91 Corridor by the department or a local agency. These and other related provisions would only apply if the responsibility for the Riverside County portion of the current Route 91 toll lane is transferred from the authority to the commission.

The bill would delete the requirement for the existing State Highway Route 91 advisory committee and instead create a new advisory committee, with specified responsibilities. Members would be appointed by both the Orange County Transportation Authority and the Riverside County Transportation Commission, with costs of the committee to be shared by both entities. The bill would also require both entities to conduct an annual audit of toll revenues and expenditures. The bill would thereby impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 130240 of the Public Utilities Code is  
2 amended to read:

3 130240. (a) "Transit" means as defined in Section 40005.

4 (b) (1) The Orange County Transportation Authority may  
5 acquire, construct, develop, lease, jointly develop, own, operate,  
6 maintain, control, use, jointly use, or dispose of rights-of-way, rail  
7 lines, monorails, guideways, buslines, stations, platforms, switches,  
8 yards, terminals, parking lots, air rights, land rights, development  
9 rights, entrances and exits, and any and all other facilities for,  
10 incidental to, necessary for, or convenient for transit service,  
11 including, but not limited to, facilities and structures physically or  
12 functionally related to transit service, within or partly without the  
13 county, underground, upon, or above the ground and under, upon  
14 or over public streets, highways, bridges, or other public ways or  
15 waterways, together with all physical structures necessary for,  
16 incidental to, or convenient for the access of persons and vehicles  
17 thereto, and may acquire, lease, sell, or otherwise contract with  
18 respect to any interest in or rights to the use or joint use of any or  
19 all of the foregoing. However, installations on state freeways are  
20 subject to the approval of the Department of Transportation and  
21 installations in other state highways are subject to Article 2  
22 (commencing with Section 670) of Chapter 3 of Division 1 of the  
23 Streets and Highways Code.

24 (2) With respect to the segment of State Highway Route 91  
25 between ~~Interstate~~ State Highway Route 15 and State Highway  
26 Route 55 only, the Orange County Transportation Authority may  
27 exercise all of the powers contained in paragraph (1) that apply to  
28 streets, highways, bridges, and connector roads.

29 (3) The exercise of the powers provided to the Orange County  
30 Transportation Authority in paragraph (2) is subject to approval  
31 by the Board of Supervisors of Riverside County and the Riverside  
32 County Transportation Commission and in consultation with the  
33 advisory committee described in paragraph (1) of subdivision (h)  
34 as it relates to the use of those powers in Riverside County under  
35 the terms of the franchise agreement described in subdivision (c).

1 (c) If the Orange County Transportation Authority requests, the  
2 department shall approve the assignment to the Orange County  
3 Transportation Authority of the Amended and Restated  
4 Development Franchise Agreement, as amended, between the  
5 department and the California Private Transportation Company,  
6 L.P. (CPTC) for the State Highway Route 91 median improvements  
7 as authorized by Section 143 of the Streets and Highways Code,  
8 subject to the requirement that subdivisions (a) to (f), inclusive,  
9 of Section 2 of Article 3 of the restated franchise agreement be  
10 deleted in their entirety in the event that CPTC and the authority  
11 agree to the assignment of all of CPTC's interests in the franchise  
12 agreement to the authority.

13 (d) The Orange County Transportation Authority shall have the  
14 authority to impose tolls for use of the State Highway Route 91  
15 facilities as authorized by the franchise agreement. ~~After the bonds  
16 issued pursuant to subdivision (f) are paid in their entirety or on  
17 December 31, 2030, whichever occurs earlier, the Orange County  
18 Transportation Authority shall have no further authority to impose  
19 or to collect a toll for the use of the segment of State Highway  
20 Route 91 between Interstate Highway Route 15 and State Highway  
21 Route 55.~~

22 (e) Toll revenues from the use of State Highway Route 91  
23 facilities ~~between Interstate Highway Route 15 and State Highway  
24 Route 55~~ shall only be used by the Orange County Transportation  
25 Authority for capital and operating expenses, including payment  
26 of purchase costs, debt service, and satisfaction of other covenants  
27 and obligations relating to indebtedness, and for *purposes related*  
28 *to, or necessary for,* transportation ~~related to~~ *in the* State Highway  
29 Route 91 Corridor, *which shall mean the area within \_\_\_\_ miles*  
30 *of State Highway Route 91 between Interstate State Highway Route*  
31 *15 and State Highway Route 55, excluding other toll roads. Prior*  
32 *to July 1, 2003, the 55. The* Orange County Transportation  
33 Authority, in consultation with the department and the Riverside  
34 County Transportation Commission, shall issue a plan and a  
35 proposed completion schedule for ~~the transportation~~ improvements  
36 ~~on in the~~ State Highway Route 91 ~~between Interstate Highway~~  
37 ~~Route 15 and State Highway Route 55 Corridor.~~ The Orange  
38 County Transportation Authority shall update the plan on an annual  
39 basis ~~until all improvements described in the plan have been~~  
40 ~~completed.~~

1 (f) The Orange County Transportation Authority may incur  
2 indebtedness and obligations, and may issue bonds, refund bonds,  
3 and assume existing bonds for purposes authorized by this section  
4 ~~for a period not to extend beyond the year 2030~~. Indebtedness and  
5 bonds issued under this section do not constitute a debt or liability  
6 of the state or any other public agency, other than the authority,  
7 or a pledge of the faith and credit of the state or any other public  
8 agency, other than the authority. Bonds issued under this section  
9 shall not be deemed to constitute a debt or liability of the state or  
10 any political subdivision thereof, other than the bank and the  
11 authority, or a pledge of the faith and credit of the state or of any  
12 political subdivision, but shall be payable solely from the revenues  
13 and assets pledged to the repayment of the bonds. All bonds issued  
14 under this section shall contain on the face of the bond a statement  
15 to the same effect.

16 (g) Notwithstanding Section 143 of the Streets and Highways  
17 Code, the State Highway Route 91 facility constructed and operated  
18 under the authority of a franchise agreement approved pursuant  
19 to that section shall revert to the state at the expiration of the lease  
20 or termination of the franchise agreement at no cost to the state.

21 ~~(h) (1) An advisory committee shall be created to review issues~~  
22 ~~and make recommendations to the Orange County Transportation~~  
23 ~~Authority regarding the transportation facilities acquired from~~  
24 ~~CPTC, including tolls imposed, operations, maintenance, and use~~  
25 ~~of toll revenues, and improvements in the area of State Highway~~  
26 ~~Route 91 between Interstate Highway Route 15 and State Highway~~  
27 ~~Route 55, including the identification and siting of alternative~~  
28 ~~highways. The committee shall consist of 10 voting members and~~  
29 ~~three nonvoting members, as follows:~~

30 ~~(A) Five members of the board of directors of the Orange~~  
31 ~~County Transportation Authority appointed by that board.~~

32 ~~(B) Five members of the Riverside County Transportation~~  
33 ~~Commission appointed by that commission.~~

34 ~~(C) One member of the San Bernardino Associated Governments~~  
35 ~~appointed by that body and the district directors of Districts 8 and~~  
36 ~~12 of the Department of Transportation, all of whom shall be~~  
37 ~~nonvoting members.~~

38 ~~(2) When reviewing the initial toll structure proposed by the~~  
39 ~~Orange County Transportation Authority or any changes to the~~  
40 ~~toll structure, the advisory committee shall place an information~~

1 item on a regularly scheduled agenda for due public comment and  
2 consideration of the advisory committee.

3 ~~(3) The Orange County Transportation Authority shall conduct~~  
4 ~~an audit on an annual basis of the toll revenues collected and~~  
5 ~~expenditures made during the term of franchise agreement. The~~  
6 ~~audit shall review revenues and expenditures for consistency with~~  
7 ~~the provisions of this section and shall be provided to the advisory~~  
8 ~~committee.~~

9 ~~(4) The Orange County Transportation Authority shall pay all~~  
10 ~~costs associated with the requirements of this subdivision.~~

11 ~~(i)~~

12 ~~(h) The Orange County Transportation Authority shall not~~  
13 ~~impose tolls for the use of nor construct and operate State Highway~~  
14 ~~Route 91 facilities in the County of Riverside without prior~~  
15 ~~approval by the Board of Supervisors of the County of Riverside,~~  
16 ~~the Riverside County Transportation Commission, and the advisory~~  
17 ~~committee.~~

18 ~~(j)~~

19 ~~(i) The Orange County Transportation Authority shall not sell~~  
20 ~~or assign its interest in the franchise agreement without approval~~  
21 ~~by the Legislature by enactment of a statute provided that approval~~  
22 ~~shall not be required in connection with granting rights and~~  
23 ~~remedies to lenders under Article 16 of the restated franchise~~  
24 ~~agreement.~~

25 ~~(k) After~~

26 ~~(j) Upon expiration of the bonds issued pursuant to this section~~  
27 ~~are paid off in their entirety, or on December 31, 2030, whichever~~  
28 ~~occurs earlier, franchise agreement, that segment of State Highway~~  
29 ~~Route 91 between Interstate State Highway Route 15 and State~~  
30 ~~Highway Route 55 shall revert to the department.~~

31 ~~(l) In the event that~~

32 ~~(k) If the Orange County Transportation Authority decides to~~  
33 ~~sell or assign its interest in the franchise agreement, the Orange~~  
34 ~~County Transportation Authority shall provide written notice at~~  
35 ~~least 90 days in advance of the date they submit their request for~~  
36 ~~approval by the department pursuant to this subdivision. The~~  
37 ~~written notice shall be provided to the advisory committee created~~  
38 ~~pursuant to Section 130245 and the Riverside County~~  
39 ~~Transportation Commission.~~



1 (l) *The Orange County Transportation Authority shall be*  
2 *authorized to eliminate its rights, interests, and obligations relative*  
3 *to State Highway Route 91 in Riverside County, either by partial*  
4 *assignment to the Riverside County Transportation Commission,*  
5 *or by amendment to the restated franchise agreement, as amended.*  
6 *In the event of a partial assignment or amendment, the department*  
7 *shall consent and the term of the restated franchise agreement, as*  
8 *amended by the partial assignment or amendment, shall be*  
9 *extended to a date determined by the authority, which date shall*  
10 *be no later than December 31, 2065.*

11 (m) *If the Riverside County Transportation Commission*  
12 *constructs and operates toll facilities on State Highway Route 91*  
13 *between the Orange County border and State Highway Route 15,*  
14 *then it is the intent of the Legislature that the Riverside County*  
15 *Transportation Commission and the Orange County Transportation*  
16 *Authority enter into an agreement providing for the coordination*  
17 *of the respective toll facilities operated by each entity on State*  
18 *Highway Route 91.*

19 SEC. 2. Section 130244 is added to the Public Utilities Code,  
20 to read:

21 130244. (a) For the purposes of this section, the following  
22 terms shall have the following meanings:

23 (1) "Authority" means the Orange County Transportation  
24 Authority.

25 (2) "Bonds" means bonds, notes, or other evidences of  
26 indebtedness authorized to be issued pursuant to paragraph (2) of  
27 subdivision (b).

28 (3) "Commission" means the Riverside County Transportation  
29 Commission.

30 (4) "Department" means the Department of Transportation.

31 (5) "Franchise agreement" means the franchise agreement  
32 assigned to the authority pursuant to subdivision (c) of Section  
33 130240.

34 (6) "SR 91 Corridor" means the area within \_\_\_\_ miles of State  
35 Highway Route 91 between State Highway Route 215 and State  
36 Highway Route 55.

37 (7) "Transportation facilities" means one or more of the  
38 following: (A) general purpose toll lanes; (B) lanes or facilities  
39 where the tolls may be levied and may vary according to levels of  
40 congestion anticipated or experienced or according to the

1 occupancy of the vehicle; (C) facilities or lanes utilizing  
2 combinations of or variations on (A) or (B), or other strategies the  
3 commission may determine appropriate on a facility-by-facility  
4 basis; and (D) nontolled facilities, structures, onramps, connector  
5 roads, bridges, and roadways that are incidental to, related to, or  
6 desirable for the design, construction, operation, maintenance, or  
7 financing of any of the items in (A), (B), or (C).

8 (8) “Transportation project” means the planning, design,  
9 development, financing, construction, reconstruction, rehabilitation,  
10 improvement, acquisition, lease, operation, or maintenance, or any  
11 combination of these, with respect to transportation facilities within  
12 the SR 91 Corridor between the border of Orange and Riverside  
13 Counties to the west and State Highway Route 215 to the east.

14 (b) Pursuant to subdivision (m) of Section 130240, the authority  
15 may amend, assign, or terminate the Riverside County portion of  
16 the franchise agreement in the interest of advancing the  
17 transportation project described in paragraph (8) of subdivision  
18 (a). The department, upon request of the authority, shall approve  
19 an amendment to the franchise agreement to eliminate any portion  
20 of the SR 91 Corridor within Riverside County from the franchise  
21 agreement.

22 (c) (1) The commission shall have the authority to set, levy,  
23 and collect tolls, user fees, or other similar charges payable for  
24 use of the transportation project, and any other incidental or related  
25 fees or charges, in amounts as required to (A) pay capital costs  
26 (including, but not limited to, design, construction, right-of-way  
27 acquisition, and utility adjustment costs), operations and  
28 maintenance costs (including, but not limited to, toll collection,  
29 operation, and administration costs), and rehabilitation, repair,  
30 expansion, and upgrade costs, (B) repay indebtedness incurred as  
31 a result of or relating to the transportation project and related  
32 financing costs, including, but not limited to, indebtedness  
33 authorized pursuant to paragraph (2), (C) establish reserves, (D)  
34 pay for the commission’s administration of the transportation  
35 project, including the toll system and toll enforcement costs, and  
36 (E) pay for any other transportation purposes that the commission  
37 is otherwise authorized to pay for or to contribute funds to within  
38 the SR 91 Corridor.

39 (2) The commission, or a nonprofit public benefit corporation  
40 formed on behalf of the commission, is authorized to issue bonds

1 to finance the costs of the transportation project, including the  
2 costs of issuing the bonds and paying credit enhancement and other  
3 fees related to the bonds, which bonds are payable from the tolls  
4 authorized pursuant to paragraph (1), sales tax revenues,  
5 development impact fees, state and federal grant funds, or any  
6 other source of revenues available to the commission that may be  
7 used for these purposes. The bonds may be sold pursuant to the  
8 terms and conditions set forth in a resolution adopted by the  
9 governing board of the commission.

10 (3) The department is authorized to enter into any lease,  
11 easement, permit, or other agreement with the commission  
12 necessary to accomplish the purposes of this section.

13 (4) The commission shall have the authority to impose tolls for  
14 use of the transportation project for 50 years following the opening  
15 of the transportation project for public use, after which the  
16 commission shall have no further authority to impose or to collect  
17 a toll for use of the transportation project, unless reauthorized by  
18 the Legislature. The transportation project shall revert to the  
19 department after the bonds issued pursuant to this section are paid  
20 off in their entirety, unless tolls have been reauthorized by the  
21 Legislature.

22 (d) Transportation projects developed pursuant to this section  
23 shall be considered a public work project for purposes of Section  
24 3109 of the Civil Code. Notwithstanding anything to the contrary  
25 in subdivision (a) of Section 3247 of the Civil Code, the payment  
26 bond required under that subdivision may be obtained from the  
27 entity with primary responsibility for construction, even though  
28 that entity may not have a direct contractual relationship with the  
29 commission, and, if the executive director of the commission  
30 determines that it is impracticable to obtain a 100 percent bond,  
31 the payment bond amount may be reduced to an amount determined  
32 sufficient by the executive director to protect the interests of the  
33 commission and the persons identified in subdivision (b) of Section  
34 3247 of the Civil Code.

35 (e) This section shall be supplemental and in addition to any  
36 other authority of the commission to undertake the transportation  
37 project. The commission may procure services, award and enter  
38 into agreements, and administer tolls, user fees, and revenues as  
39 authorized in this section notwithstanding any other requirement  
40 of state law or regulation or county ordinance or regulation relating

1 to public bidding or other procurement procedures or other  
2 provisions otherwise applicable to public works, services, or  
3 utilities.

4 (f) This section shall not prevent the department or any local  
5 agency from constructing facilities within the SR 91 Corridor that  
6 compete with the transportation project, and in no event shall the  
7 commission be entitled to compensation for the adverse effects on  
8 toll revenues due to those facilities.

9 (g) If any provision of this section or the application thereof is  
10 held invalid, that invalidity shall not affect other provisions or  
11 applications of this section that can be given effect without the  
12 invalid provision or application, and to this extent the provisions  
13 of this section are severable.

14 (h) This section shall not apply to State Highway Route 91  
15 between the Orange County border and State Highway Route 215  
16 unless the authority amends or partially assigns the restated  
17 franchise agreement, as amended, between the department and the  
18 authority to exclude that portion of State Highway Route 91 from  
19 the restated franchise agreement, as amended.

20 SEC. 3. Section 130245 is added to the Public Utilities Code,  
21 to read:

22 130245. (a) An advisory committee shall be created to review  
23 issues and make recommendations to the Orange County  
24 Transportation Authority and the Riverside County Transportation  
25 Commission regarding the facilities authorized pursuant to Sections  
26 130240 and 130244, including tolls imposed, operations,  
27 maintenance, interoperability, and use of toll revenues, and  
28 improvements in the SR 91 Corridor as defined in paragraph (6)  
29 of subdivision (a) of Section 130244, including the identification  
30 and siting of alternative highways. The committee shall consist of  
31 10 voting members and three nonvoting members, as follows:

32 (1) Five members of the Board of Directors of the Orange  
33 County Transportation Authority appointed by that board.

34 (2) Five members of the Riverside County Transportation  
35 Commission appointed by that commission.

36 (3) One member of the San Bernardino Associated Governments  
37 appointed by that body, and the district directors of Districts 8 and  
38 12 of the Department of Transportation, all of whom shall be  
39 nonvoting members.

1 (b) The advisory committee shall establish rules for the conduct  
2 of committee meetings, which rules shall be approved by both the  
3 Orange County Transportation Authority and the Riverside County  
4 Transportation Commission. The authority and the commission  
5 may appoint alternates to the committee.

6 (c) When reviewing the initial toll structure proposed by the  
7 Orange County Transportation Authority and the Riverside County  
8 Transportation Commission or any changes to the toll structure,  
9 the advisory committee shall place an information item on a  
10 regularly scheduled agenda for public comment and consideration  
11 of the advisory committee.

12 (d) The Orange County Transportation Authority shall conduct  
13 an audit on an annual basis of the toll revenues collected and  
14 expenditures made during its operation of the facilities authorized  
15 in Section 130240. The audit shall review revenues and  
16 expenditures related to those facilities for consistency with that  
17 section and shall be provided to the advisory committee.

18 (e) The Riverside County Transportation Commission shall  
19 conduct an audit on an annual basis of the toll revenues collected  
20 and expenditures made during its operation of the facilities  
21 authorized in Section 130244. The audit shall review revenues and  
22 expenditures related to those facilities for consistency with that  
23 section and shall be provided to the advisory committee.

24 (f) The Orange County Transportation Authority and the  
25 Riverside County Transportation Commission shall equally share  
26 all costs associated with this section.

27 SEC. 4. If the Commission on State Mandates determines that  
28 this act contains costs mandated by the state, reimbursement to  
29 local agencies and school districts for those costs shall be made  
30 pursuant to Part 7 (commencing with Section 17500) of Division  
31 4 of Title 2 of the Government Code.

**BILL:** AB 660 (Galgiani, D-Stockton)  
Introduced February 21, 2007  
Amended April 10, 2007  
Amended January 7, 2008  
Amended January 17, 2008  
Amended January 24, 2008

**SUBJECT:** Eliminates local agency ability to commence construction on grade separation projects and remain eligible for funding from California's railroad-highway at-grade separation Section 190 program

**STATUS:** Passed Assembly Transportation Committee 14-0  
Passed Assembly Appropriations Committee 16-0  
Passed Assembly Floor 74-2  
Pending in Senate

**SUMMARY AS OF FEBRUARY 8, 2008:**

AB 660 amends a number of provisions to the state railroad-highway at-grade separation Section 190 program in response to a report prepared by the California State Auditor and is an effort by the author to attempt to address some of the issues noted in the report. However, AB 660 would delete a provision that currently allows local agencies to construct grade separation projects prior to becoming eligible to receive fund allocations from the program. Under existing law, the program is jointly administered by the California Department of Transportation (Caltrans) and the California Public Utilities Commission (PUC). Caltrans is to include \$15 million in its annual proposed budget for highway-railroad grade separation projects, while the PUC is to create a priority list for the expenditure of these funds. The California Transportation Commission (CTC) then makes fund allocations to projects on the priority list. During this process, local agencies have the ability to begin construction on a project before the time that the project reaches a high enough priority on the list to receive funding. If local agencies chose to do so, the project remains eligible to be placed on a subsequent priority list and receive funding under the program. AB 660 would delete this flexibility.

AB 660 also deletes funding eligibility for a grade separation at a proposed new grade crossing, and removal or relocation of highways or railway tracks to eliminate an existing grade crossing. Furthermore, AB 660 deletes provisions requiring a proportional project cost reduction when the National Railroad Passenger Corporation (AMTRAK) contributes funding to the project. Under existing law, when AMTRAK contributes an amount equal to one-third of the total project cost, or a lesser percentage agreed to by AMTRAK and the CTC, a project's total cost must be decreased proportionately to AMTRAK's contribution. Finally, AB 660 deletes computation requirements for when agencies use federal funds to assist in the financing of a project.

## **EFFECTS ON ORANGE COUNTY:**

Efficient completion of grade separation projects is key to reducing goods movement related congestion, and resulting pollutant emissions. Orange County has a significant level of goods movement, serving as a connection between Los Angeles County and the Inland Empire. Currently, the Burlington Northern Santa Fe (BNSF) Railway mainline between Los Angeles and San Bernardino counties carries an estimated 70 daily freight trains through northern Orange County in the cities of Yorba Linda, Anaheim, Buena Park, Fullerton, and Placentia. By 2025, this line will carry an estimated 150 daily freight trains. Over \$910 million in grade separation projects have been identified countywide to address freight train volume.

In order to assist in the funding of grade separation projects, Proposition 1B's Highway-Railroad Crossing Safety Account provides \$150 million for grade separations on the PUC's priority list. Projects selected for funding under this account are subject to the Section 190 program guidelines, except a dollar-for-dollar match is required and the maximum project cost limitations do not apply.

Recently, the Orange County Transportation Authority (OCTA) submitted applications for 11 additional grade separation projects to be included on the PUC's Section 190 program priority list for fiscal year (FY) 2008-2009. As newly approved by the PUC, the FY 2008-2009 list includes 12 projects in Orange County, with the project in the City of Fullerton at State College Boulevard receiving the highest priority of the submittals, ranking sixth of 119 projects. Limitations on local agency flexibility in the construction of these projects will impede progress in achieving goods movement congestion and emissions reductions. Without the ability to construct grade separation projects prior to the award of funding, local agencies will be forced to either postpone critically needed projects, or forgo funding assistance from the Section 190 program.

Staff recommends that unless the bill is amended to retain this provision of current law that projects can be constructed in advance of funding, OCTA should oppose the bill. The California State Association of Counties is generally supportive of the bill but also requests the same amendment noted above. The Alameda Corridor East agency also opposes the bill unless amended for the same reason, but additionally requests amendments allowing the \$15 million single year allocation be awarded to any of the top five projects on the PUC list instead of just the top project and that current law be retained which requires legislative and CTC approval only for projects over \$20 million.

## **OCTA POSITION:**

Staff recommends: OPPOSE UNLESS AMENDED

AMENDED IN ASSEMBLY JANUARY 24, 2008

AMENDED IN ASSEMBLY JANUARY 17, 2008

AMENDED IN ASSEMBLY JANUARY 7, 2008

AMENDED IN ASSEMBLY APRIL 10, 2007

CALIFORNIA LEGISLATURE—2007—08 REGULAR SESSION

**ASSEMBLY BILL**

**No. 660**

---

---

**Introduced by Assembly Member Galgiani**

February 21, 2007

---

---

An act to amend Sections 190, 191, 2450, 2452, 2454, 2458, and 2460.5 of, and to repeal Sections 2454.5 and 2460.7 of, the Streets and Highways Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

AB 660, as amended, Galgiani. Railroad-highway grade separations.

Existing law provides for the Department of Transportation to include \$15,000,000 in its annual proposed budget for highway-railroad grade separation projects. Existing law requires the Public Utilities Commission to establish an annual priority list for expenditure of these funds, which may be allocated by the California Transportation Commission for various kinds of projects, including alteration of existing grade separations, construction of new grade separations for existing or proposed grade crossings, and removal or relocation of highways or railroad tracks to eliminate existing grade crossings. Existing law provides that allocations from these funds may not exceed 80% of project costs, and *generally* limits the maximum total allocation amount for a single project to \$5,000,000 unless there is specific legislative authorization, with certain exceptions. Existing law requires that an



amount equal to a portion of the funds received by cities and counties for grade separation projects shall be deducted by the Controller from apportionments to those cities and counties of specified fuel tax revenues.

This bill would revise the program to delete funding eligibility for a grade separation at a proposed new grade crossing or for removal or relocation of highways or railroad tracks to eliminate existing grade crossings. The bill would provide for a maximum allocation of 80% of project costs for all projects funded but would modify the provisions limiting the maximum amount that may be allocated to a single project to \$5,000,000 ~~in any fiscal year~~, unless there is specific legislative authorization, ~~with a cumulative limit for a single project of \$20,000,000~~. The bill would also modify the calculation of the amount of funds deducted from the apportionments of the fuel tax revenues, delete provisions requiring the reduction of cost to a party to a grade separation project when the National Railroad Passenger Corporation (Amtrak) contributes towards a specified amount of the project, and delete provisions authorizing a local agency to construct a grade separation project, and retain eligibility for subsequent project priority lists, prior to the time that the project reaches a high enough priority for funding.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 190 of the Streets and Highways Code  
2 is amended to read:  
3 190. Each annual proposed budget prepared pursuant to Section  
4 165 shall include the sum of fifteen million dollars (\$15,000,000),  
5 which sum may include federal funds available for grade separation  
6 projects, for allocations to grade separation projects, in accordance  
7 with Chapter 10 (commencing with Section 2450) of Division 3.  
8 SEC. 2. Section 191 of the Streets and Highways Code is  
9 amended to read:  
10 191. Prior to each July 15, the department shall prepare and  
11 forward to the Controller a report identifying the amounts to be  
12 deducted from the allocations under Sections 2104 and 2107 as  
13 provided in Sections 2104.1 and 2107.6. The amounts reported  
14 shall be the amount of funds allocated to cities for grade separation

1 projects included in allocations to cities made pursuant to Chapter  
2 10 (commencing with Section 2450) of Division 3 in the preceding  
3 fiscal year and the amount of funds allocated to counties for grade  
4 separation projects included in allocations to counties made  
5 pursuant to Chapter 10 (commencing with Section 2450) of  
6 Division 3 in the preceding fiscal year.

7 SEC. 3. Section 2450 of the Streets and Highways Code is  
8 amended to read:

9 2450. For purposes of this chapter:

10 (a) "Grade separation" means the structure which actually  
11 separates the vehicular roadway from the railroad tracks.

12 (b) "Project" means the grade separation and all approaches,  
13 ramps, connections, drainage, and other construction required to  
14 make the grade separation operable and to effect the separation of  
15 grades. A grade separation project may include provision for  
16 separation of nonmotorized traffic from the vehicular roadway and  
17 the railroad tracks. If a separation of nonmotorized traffic is not  
18 to be included in a project, there shall be an affirmative finding  
19 that the separation of nonmotorized traffic is not in the public  
20 interest. On any project where there is only one railroad track in  
21 existence, the project shall be built so as to provide for expansion  
22 to two tracks when the Director of Transportation determines that  
23 the project is on an existing or potential major railroad passenger  
24 corridor. The project may consist of:

25 (1) The alteration or reconstruction of existing grade separations.

26 (2) The construction of new grade separations to eliminate  
27 existing grade crossings.

28 (c) "Highway" means city street, a county highway, or a state  
29 highway which is not a freeway as defined in Section 257.

30 (d) "Railroad" means a railroad corporation.

31 SEC. 4. Section 2452 of the Streets and Highways Code is  
32 amended to read:

33 2452. Prior to July 1 of each year, the Public Utilities  
34 Commission shall establish a list, in order of priority, of projects  
35 that the commission determines to be most urgently in need of  
36 separation or alteration. The priority list shall be determined on  
37 the basis of criteria established by the Public Utilities Commission.

38 SEC. 5. Section 2454 of the Streets and Highways Code is  
39 amended to read:

1 2454. Allocations made pursuant to Section 2453 shall be made  
2 on the basis of the following:

3 (a) An allocation of 80 percent of the estimated cost of the  
4 project shall be made; except that whenever contributions from  
5 other sources exceed 20 percent of the estimated cost, the allocation  
6 shall be reduced by the amount in excess of 20 percent of the  
7 estimated cost.

8 (b) On projects that eliminate an existing crossing, or alter or  
9 reconstruct an existing grade separation, no allocation shall be  
10 made unless the railroad agrees to contribute 10 percent of the cost  
11 of the project.

12 (c) (1) Notwithstanding subdivisions (a) and (b), the total of  
13 these allocations for a single project shall not exceed five million  
14 dollars (\$5,000,000) ~~in any one fiscal year~~ without specific  
15 legislative authorization. Cumulative allocations to a single project  
16 ~~shall be limited to twenty million dollars (\$20,000,000) and shall~~  
17 *shall not exceed 80 percent of the cost to construct the project.*

18 (2) Notwithstanding paragraph (1), the California Transportation  
19 Commission may allocate up to fifteen million dollars  
20 (\$15,000,000) ~~in any one fiscal year~~ to a single project if that  
21 project is the highest ranking project on the priority list established  
22 by the Public Utilities Commission pursuant to Section 2452.

23 (d) (1) *Notwithstanding subdivisions (a) to (c), inclusive, a*  
24 *single project in excess of five million dollars (\$5,000,000), but*  
25 *not exceeding twenty million dollars (\$20,000,000), shall be*  
26 *considered without specific legislative authority, if the project (A)*  
27 *is included in the Public Utilities Commission's priority list of*  
28 *projects scheduled to be funded, (B) eliminates the need for future*  
29 *related grade separation projects, (C) provides projected cost*  
30 *savings of at least 50 percent to the state or local jurisdiction, or*  
31 *both of them, by eliminating the need for future projects, and (D)*  
32 *alleviates traffic and safety problems or provides improved rail*  
33 *service not otherwise possible. Projects approved pursuant to this*  
34 *subdivision shall be funded over a multiyear period, not to exceed*  
35 *five years, and the allocation for any one of those years shall not*  
36 *exceed the amount prescribed by subdivision (c) for a single*  
37 *project.*

38 (2) *Not more than one-half of the total allocation available in*  
39 *any one fiscal year for grade separation projects may be used for*  
40 *the purposes of this subdivision. An agency that has received an*

1 allocation for a project approved pursuant to this subdivision shall  
2 not be eligible for an allocation for another project under this  
3 subdivision for a period of 10 years from the date of approval of  
4 that project. However, if funds are available for allocation, as  
5 determined by the Department of Transportation, an agency may  
6 be eligible for an allocation for another project.

7 (e) Notwithstanding any of the provisions of this section or any  
8 other provision of law, when the state or a local agency uses funds  
9 derived from federal sources in financing its share of project costs,  
10 the railroad contribution, where required by federal law or  
11 regulation, shall be computed pursuant to federal law.

12 SEC. 6. Section 2454.5 of the Streets and Highways Code is  
13 repealed.

14 SEC. 7. Section 2458 of the Streets and Highways Code is  
15 amended to read:

16 2458. If a construction contract has not been awarded within  
17 two years after an allocation for construction costs, the commission  
18 may order the allocation canceled and those funds shall revert to  
19 the fund set aside for purposes of this chapter. All or any part of  
20 an allocation for preconstruction costs may be canceled and those  
21 funds shall revert to the fund set aside for purposes of this chapter  
22 upon a finding that insufficient progress is being made to complete  
23 the project. Where an allocation is canceled pursuant to this section,  
24 the local agency shall reimburse the fund set aside for purposes of  
25 this chapter the portion of the allocation that is not reverted as set  
26 forth in this section. The department shall determine, with the local  
27 agency, as to the time of repayment.

28 SEC. 8. Section 2460.5 of the Streets and Highways Code is  
29 amended to read:

30 2460.5. From funds remaining after allocations for projects  
31 higher on the priority list, the commission shall offer to allocate  
32 the remaining funds for the next eligible project on the priority  
33 list, even though the amount of the remaining funds is less than  
34 the amount the local agency is entitled to for that project.

35 The commission, in the next fiscal year, shall allocate to the  
36 local agency an additional amount equal to the difference between  
37 the amount the local agency was eligible to receive and the amount  
38 of the reduced allocation.

39 The total of the amount of allocations for a single project,  
40 including, but not limited to, any allocation pursuant to this section,

- 1 shall not exceed the amount prescribed by subdivision (c) of
- 2 Section 2454 without specific legislative authorization.
- 3 SEC. 9. Section 2460.7 of the Streets and Highways Code is
- 4 repealed.

**BILL:** AB 842 (Jones, D-Sacramento)  
Introduced February 22, 2007  
Amended In Assembly, March 29, 2007  
Amended In Assembly, April 23, 2007  
Amended In Assembly, January 17, 2008

**SUBJECT:** Requires the California Transportation Commission to update the Regional Transportation Plan guidelines to include a 10 percent reduction in the growth increment of vehicle miles traveled. Also considers projects that will reduce the amount of vehicle miles traveled by at least 10 percent when awarding grants under a specific program enacted through Proposition 1C.

**STATUS:** Passed Assembly Housing and Community Development Committee 5-2  
Passed Assembly Local Government Committee 4-2  
Passed Assembly Appropriations Committee 10-5  
Passed Assembly Floor 47-28  
Referred to Senate Transportation and Housing Committee

**SUMMARY AS OF FEBRUARY 8, 2008:**

AB 842 is an effort by the author in consultation with the League of Conservation Voters to establish additional mechanisms that would go beyond current state greenhouse gas emission reduction requirements under AB 32 and current federal fuel efficiency requirements. AB 32 would require the California Transportation Commission (CTC) to update the guidelines for the preparation of regional transportation plans (RTP) to include a 10 percent reduction in the growth increment of vehicle miles traveled (VMT). In addition, AB 842 is one of several bills in the Legislature that is intended to establish guidelines and criteria for Proposition 1C bond funds to provide infrastructure incentives for infill housing development.

With California being such a diverse state, the "one size fits all" VMT reduction concept could potentially create significant transportation planning issues for many regional transportation planning agencies (RTPA). This particular measurement fails to factor in the various needs and demands in metropolitan regions throughout the state and furthermore, holds RTPA accountable for a measurement largely not controlled by these agencies. Accomplishing a reduction in regional VMT would depend on a variety of factors including population growth, housing prices, land use, road pricing policies, energy costs, and the costs of parking, among many other things. Many of these are not under the control of RTPA.

In addition, Proposition 1C was part of the 2006 Infrastructure Bond Package and provides funding for housing and community development programs. Specifically, \$850 million was included for the Regional Planning, Housing, and Infill Incentive Account and \$300 million was included for the Transit-Oriented Development (TOD) Account. AB 842 requires the California Department of Housing and Community

Development (HCD) when ranking grant applications for the infill incentive program, to consider as one of the priorities projects that are located in a city or county that has an adopted General Plan that will reduce VMT by at least 10 percent or in a region covered by a council of government that has adopted a transportation plan, RTP, or regional blueprint that will reduce VMT by at least 10 percent. The bill further requires that HCD award “substantial preference” to projects in the TOD category that meet those same criteria.

### **EFFECTS ON ORANGE COUNTY:**

The Orange County Transportation Authority (OCTA) currently prepares the Long-Range Transportation Plan (LRTP) which is submitted to the Southern California Association of Governments (SCAG) for incorporation into the RTP. As a result, SCAG would be responsible for developing a plan to reach the required 10 percent reduction in VMT growth. However, OCTA will be greatly impacted by the policy direction SCAG selects to obtain VMT reductions. Since AB 842 fails to specify the time period over which the VMT reduction is to be measured, fails to define “growth increment” as required in RTPs, and requires statewide universal targets impacting all regions, this bill negatively impacts the ability of local agencies to set local priorities based on local needs.

Since OCTA does not possess land use authority, OCTA would be required to plan transportation projects for future LRTPs which meet the land use and growth requirements developed by SCAG in order to attain the 10 percent reduction in VMT growth.

OCTA staff recommends opposing AB 842 unless the 10 percent VMT reduction requirement in RTP guidelines is removed from the bill.

### **OCTA POSITION:**

Staff recommends: OPPOSE UNLESS AMENDED

AMENDED IN ASSEMBLY JANUARY 17, 2008

AMENDED IN ASSEMBLY APRIL 23, 2007

AMENDED IN ASSEMBLY MARCH 29, 2007

CALIFORNIA LEGISLATURE—2007—08 REGULAR SESSION

**ASSEMBLY BILL**

**No. 842**

---

**Introduced by Assembly Member Jones  
(Principal coauthors: Assembly Members DeSaulnier, Hancock,  
and Lieu)**

February 22, 2007

---

An act to add Section 14522.5 to the Government Code *and*, to amend Sections ~~53545~~ 53545, 53545.13, and 53563 ~~of, and to add Section 53545.2 to, of~~ the Health and Safety Code, relating to local planning.

LEGISLATIVE COUNSEL'S DIGEST

AB 842, as amended, Jones. Regional plans: traffic reduction.

(1) Existing law authorizes the California Transportation Commission to establish guidelines for the preparation of regional transportation plans.

This bill would require the commission to update its guidelines for the preparation of regional transportation plans, including a requirement that each regional transportation plan provide for a 10% reduction in the growth increment of vehicle miles traveled.

(2) Existing law, the Housing and Emergency Shelter Trust Fund Act of 2006, authorizes the ~~issuance of bonds in the amount of \$2,850,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds are required to be used to finance various existing housing programs, capital outlay related to infill development, brownfield cleanup that promotes infill development, and~~



housing-related parks. The act establishes the Housing and Emergency Shelter Trust Fund of 2006 in the State Treasury, requires the sum of \$850,000,000 to be deposited in the Regional Planning, Housing, and Infill Incentive Account, which the act establishes in the fund, and makes the money in the account available, upon appropriation, for infill incentive grants for capital outlay related to infill housing development and other related infill development, and for brownfield cleanup that promotes infill housing development and other related infill development consistent with regional and local plans, subject to the conditions and criteria that the Legislature may provide in statute. The act requires the amount of \$300,000,000 to be deposited in the Transit-Oriented Development Account, which the act establishes in the fund, for transfer to the Transit-Oriented Development Implementation Fund, for expenditure, upon appropriation by the Legislature, pursuant to the Transit-Oriented Development Implementation Program established under the act *Department of Housing and Community Development to administer the Infill Incentive Grant Program of 2007, to fund selected capital improvement projects that are an integral part of, or necessary to facilitate the development of, a qualifying infill project or a qualifying infill area, and specifies the conditions that a qualifying infill project or qualifying infill area must meet to receive a capital improvement project grant award. The department is also required to review and rank applicants for the award of capital improvement project grants based upon various priorities, including, among others, project readiness, the depth and duration of the affordability of the housing proposed for a qualifying infill project or qualifying infill area, and the proximity of housing to parks, employment or retail centers, schools, or social services.*

This bill would require an unspecified sum to be made available, upon appropriation, from the Regional Planning, Housing, and Infill Incentive Account to the Department of Housing and Community Development to fund grants to assist agencies of local government in the planning and production of infill housing.

The bill would also require an unspecified sum to be allocated from the Transit-Oriented Development Account to the Transit-Oriented Development Implementation Program, in the amount of an unspecified sum for loans and an unspecified sum for grants.

The bill would also require the department, in ranking applications received for infill housing and the Transit-Oriented Development

~~Implementation Program, to award a substantial preference to applications for projects that meet specified criteria.~~

*This bill would additionally require the department to rank applicants for the award of capital improvement project grants based upon a reduction of vehicle miles traveled as a result of the project, as specified.*

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 14522.5 is added to the Government  
2 Code, to read:

3 14522.5. The commission shall update its guidelines for the  
4 preparation of regional transportation plans, including, but not  
5 limited to, a requirement that each regional transportation plan  
6 provide for a 10 percent reduction in the growth increment of  
7 vehicle miles traveled.

8 SEC. 2. Section 53545 of the Health and Safety Code is  
9 amended to read:

10 53545. The Housing and Emergency Shelter Trust Fund of  
11 2006 is hereby created in the State Treasury. The Legislature  
12 intends that the proceeds of bonds deposited in the fund shall be  
13 used to fund the housing-related programs described in this chapter  
14 over the course of the next decade. The proceeds of bonds issued  
15 and sold pursuant to this part for the purposes specified in this  
16 chapter shall be allocated in the following manner:

17 (a) (1) One billion five hundred million dollars (\$1,500,000,000)  
18 to be deposited in the Affordable Housing Account, which is  
19 hereby created in the fund. Notwithstanding Section 13340 of the  
20 Government Code, the money in the account shall be continuously  
21 appropriated in accordance with the following schedule:

22 (A) (i) Three hundred forty-five million dollars (\$345,000,000)  
23 shall be transferred to the Housing Rehabilitation Loan Fund to  
24 be expended for the Multifamily Housing Program authorized by  
25 Chapter 6.7 (commencing with Section 50675) of Part 2. The  
26 priorities specified in Section 50675.13 shall apply to the  
27 expenditure of funds pursuant to this clause.

28 (ii) Fifty million dollars (\$50,000,000) shall be transferred to  
29 the Housing Rehabilitation Loan Fund to be expended under the  
30 Multifamily Housing Program authorized by Chapter 6.7

1 (commencing with Section 50675) of Part 2 for housing meeting  
2 the definitions in paragraphs (2) and (3) of subdivision (e) of  
3 Section 11139.3 of the Government Code. The department may  
4 provide higher per-unit loan limits as necessary to achieve  
5 affordable housing costs to the target population. Any funds not  
6 encumbered for the purposes of this clause within 30 months of  
7 availability shall revert for general use in the Multifamily Housing  
8 Program.

9 (B) One hundred ninety-five million dollars (\$195,000,000)  
10 shall be transferred to the Housing Rehabilitation Loan Fund to  
11 be expended ~~for~~ *under* the Multifamily Housing Program  
12 authorized by Chapter 6.7 (commencing with Section 50675) of  
13 Part 2, to be used for supportive housing for individuals and  
14 households moving from emergency shelters or transitional housing  
15 or those at risk of homelessness. The Department of Housing and  
16 Community Development shall provide for higher per-unit loan  
17 limits as reasonably necessary to achieve housing costs affordable  
18 to those individuals and households. For purposes of this  
19 subparagraph, “supportive housing” means housing with no limit  
20 on length of stay, that is occupied by the target population, as  
21 defined in subdivision (d) of Section 53260, and that is linked to  
22 onsite or offsite services that assist the tenant to retain the housing,  
23 improve his or her health status, maximize his or her ability to  
24 live, and, when possible, work in the community. The criteria for  
25 selecting projects shall give priority to the following:

26 (i) Supportive housing for people with disabilities who would  
27 otherwise be at high risk of homelessness where the applications  
28 represent collaboration with programs that meet the needs of the  
29 person’s disabilities.

30 (ii) Projects that demonstrate funding commitments from local  
31 governments for operating subsidies or services funding, or both,  
32 for five years or longer.

33 (C) One hundred thirty-five million dollars (\$135,000,000) shall  
34 be transferred to the fund created by subdivision (b) of Section  
35 50517.5 to be expended for the programs authorized by Chapter  
36 3.2 (commencing with Section 50517.5) of Part 2.

37 (D) Three hundred million dollars (\$300,000,000) shall be  
38 transferred to the Self-Help Housing Fund created by Section  
39 50697.1. These funds shall be available to the Department of  
40 Housing and Community Development, to be expended for the

1 purposes of enabling households to become or remain homeowners  
2 pursuant to the CalHome Program authorized by Chapter 6  
3 (commencing with Section 50650) of Part 2, except ten million  
4 dollars (\$10,000,000) shall be expended for construction  
5 management under the California Self-Help Housing Program  
6 pursuant to subdivision (b) of Section 50696.

7 (E) Two hundred million dollars (\$200,000,000) shall be  
8 transferred to the Self-Help Housing Fund created by Section  
9 50697.1. These funds shall be available to the California Housing  
10 Finance Agency, to be expended for the purposes of the California  
11 Homebuyer's Downpayment Assistance Program authorized by  
12 Chapter 11 (commencing with Section 51500) of Part 3. Up to one  
13 hundred million dollars (\$100,000,000) of these funds may be  
14 expended pursuant to subdivision (b) of Section 51504.

15 (F) One hundred million dollars (\$100,000,000) shall be  
16 transferred to the Affordable Housing Innovation Fund, which is  
17 hereby created in the State Treasury, to be administered by the  
18 Department of Housing and Community Development. Funds shall  
19 be expended for competitive grants or loans to sponsoring entities  
20 that develop, own, lend, or invest in affordable housing and used  
21 to create pilot programs to demonstrate innovative, cost-saving  
22 approaches to creating or preserving affordable housing. Specific  
23 criteria establishing eligibility for and use of the funds shall be  
24 established in statute as approved by a two-thirds vote of each  
25 house of the Legislature. Any funds not encumbered for the  
26 purposes set forth in this subparagraph within 30 months of  
27 availability shall revert to the Self-Help Housing Fund created by  
28 Section 50697.1 and shall be available for the purposes described  
29 in subparagraph (D).

30 (G) One hundred twenty-five million dollars (\$125,000,000)  
31 shall be transferred to the Building Equity and Growth in  
32 Neighborhoods Fund to be used for the Building Equity and  
33 Growth in Neighborhoods (BEGIN) Program pursuant to Chapter  
34 14.5 (commencing with Section 50860) of Part 1. Any funds not  
35 encumbered for the purposes set forth in this subparagraph within  
36 30 months of availability shall revert for general use in the  
37 CalHome Program.

38 (H) Fifty million dollars (\$50,000,000) shall be transferred to  
39 the Emergency Housing and Assistance Fund to be distributed in  
40 the form of capital development grants under the Emergency

1 Housing and Assistance Program authorized by Chapter 11.5  
2 (commencing with Section 50800) of Part 2 of Division 31. The  
3 funds shall be administered by the Department of Housing and  
4 Community Development in a manner consistent with the  
5 restrictions and authorizations contained in Provision 3 of Item  
6 2240-105-0001 of the Budget Act of 2000, except that any  
7 appropriations in that item shall not apply. The competitive system  
8 used by the department shall incorporate priorities set by the  
9 designated local boards and their input as to the relative merits of  
10 submitted applications from within the designated local board's  
11 county in relation to those priorities. In addition, the funding  
12 limitations contained in this section shall not apply to the  
13 appropriation in that budget item.

14 (2) The Legislature may, from time to time, amend the  
15 provisions of law related to programs to which funds are, or have  
16 been, allocated pursuant to this subdivision for the purpose of  
17 improving the efficiency and effectiveness of the program, or for  
18 the purpose of furthering the goals of the program.

19 (3) The Bureau of State Audits shall conduct periodic audits to  
20 ensure that bond proceeds are awarded in a timely fashion and in  
21 a manner consistent with the requirements of this subdivision, and  
22 that awardees of bond proceeds are using funds in compliance with  
23 applicable provisions of this subdivision. The first audit shall be  
24 conducted no later than one year from voter approval of this part.

25 (4) In its annual report to the Legislature, the Department of  
26 Housing and Community Development shall report how funds that  
27 were made available pursuant to this subdivision and allocated in  
28 the prior year were expended. The department shall make the report  
29 available to the public on its Internet Web site.

30 (b) Eight hundred fifty million dollars (\$850,000,000) shall be  
31 deposited in the Regional Planning, Housing, and Infill Incentive  
32 Account, which is hereby created in the fund. Funds in the account  
33 shall be available, upon appropriation by the Legislature, and  
34 subject to such other conditions and criteria as the Legislature may  
35 provide in statute, for the following purposes:

36 (1) For infill incentive grants for capital outlay related to infill  
37 housing development and other related infill development,  
38 including, but not limited to, all of the following:

1 (A) No more than two hundred million dollars (\$200,000,000)  
2 for park creation, development, or rehabilitation to encourage infill  
3 development.

4 (B) Water, sewer, or other public infrastructure costs associated  
5 with infill development.

6 (C) Transportation improvements related to infill development  
7 projects.

8 (D) Traffic mitigation.

9 (2) For brownfield cleanup that promotes infill housing  
10 development and other related infill development consistent with  
11 regional and local plans.

12 (c) Three hundred million dollars (\$300,000,000) to be deposited  
13 in the Transit-Oriented Development Account, which is hereby  
14 created in the fund, for transfer to the Transit-Oriented  
15 Development Implementation Fund, for expenditure, upon  
16 appropriation by the Legislature, pursuant to the Transit-Oriented  
17 Development Implementation Program authorized by Part 13  
18 (commencing with Section 53560).

19 (d) Two hundred million dollars (\$200,000,000) shall be  
20 deposited in the Housing Urban-Suburban-and-Rural Parks  
21 Account, which is hereby created in the fund. Funds in the account  
22 shall be available upon appropriation by the Legislature for  
23 housing-related parks grants in urban, suburban, and rural areas,  
24 subject to the conditions and criteria that the Legislature may  
25 provide in statute.

26 ~~SEC. 3. Section 53545.2 is added to the Health and Safety~~  
27 ~~Code, to read:~~

28 ~~53545.2. (a) Upon appropriation, the sum of \_\_\_\_\_ dollars~~  
29 ~~(\$\_\_\_\_\_) shall be made available from the Regional Planning,~~  
30 ~~Housing, and Infill Incentive Account established under subdivision~~  
31 ~~(b) of Section 53545 to the department to fund grants to assist~~  
32 ~~agencies of local government in the planning and production of~~  
33 ~~infill housing. In ranking applications received pursuant to this~~  
34 ~~section, the department shall award a substantial preference to both~~  
35 ~~of the following:~~

36 ~~(1) Applications for projects that are located in a city, county,~~  
37 ~~or city and county that has adopted a general plan that will reduce~~  
38 ~~the amount of vehicle miles traveled by at least 10 percent and the~~  
39 ~~project is consistent with the plan.~~

1     ~~(2) Applications for projects that are located in a region covered~~  
2 ~~by a council of governments that has adopted a transportation plan,~~  
3 ~~a regional transportation plan, a regional blueprint, or similar~~  
4 ~~document that will reduce the amount of vehicle miles traveled by~~  
5 ~~at least 10 percent and the project is consistent with the plan,~~  
6 ~~blueprint, or similar document.~~

7     ~~(b) Upon appropriation, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall~~  
8 ~~be allocated from the Transit-Oriented Development Account~~  
9 ~~established under subdivision (c) of Section 53545 to the~~  
10 ~~Transit-Oriented Development Implementation Program authorized~~  
11 ~~under Part 13 (commencing with Section 53560), in the following~~  
12 ~~amounts, for the following purposes:~~

13     ~~(1) \_\_\_\_\_ dollars (\$\_\_\_\_\_) for loans.~~

14     ~~(2) \_\_\_\_\_ dollars (\$\_\_\_\_\_) for grants.~~

15     ~~SEC. 3. Section 53545.13 of the Health and Safety Code is~~  
16 ~~amended to read:~~

17     ~~53545.13. (a) The Infill Incentive Grant Program of 2007 is~~  
18 ~~hereby established to be administered by the department.~~

19     ~~(b) Upon appropriation of funds by the Legislature for the~~  
20 ~~purpose of implementing paragraph (1) of subdivision (b) of~~  
21 ~~Section 53545, the department shall establish and administer a~~  
22 ~~competitive grant program to allocate those funds to selected~~  
23 ~~capital improvement projects that are an integral part of, or~~  
24 ~~necessary to facilitate the development of, a qualifying infill project~~  
25 ~~or a qualifying infill area.~~

26     ~~(c) A qualifying infill project or qualifying infill area for which~~  
27 ~~a capital improvement project grant may be awarded shall meet~~  
28 ~~all of the following conditions:~~

29     ~~(1) Be located in a city, county, or city and county, in which~~  
30 ~~the general plan of the city, county, or city and county, has an~~  
31 ~~adopted housing element that has been found by the department,~~  
32 ~~pursuant to Section 65585 of the Government Code, to be in~~  
33 ~~compliance with the requirements of Article 10.6 (commencing~~  
34 ~~with Section 65580) of Chapter 3 of Division 1 of Title 7 of the~~  
35 ~~Government Code.~~

36     ~~(2) Include not less than 15 percent of affordable units, as~~  
37 ~~follows:~~

38     ~~(A) For projects that contain both rental and ownership units,~~  
39 ~~units of either or both product types may be included in the~~  
40 ~~calculation of the affordability criteria.~~

1 (B) (i) To the extent included in a project grant application, for  
2 the purpose of calculating the percentage of affordable units, the  
3 department may consider the entire master development in which  
4 the development seeking grant funding is included.

5 (ii) Where applicable, an applicant may include a replacement  
6 housing plan to ensure that dwelling units housing persons and  
7 families of low or moderate income are not removed from the low-  
8 and moderate-income housing market. Residential units to be  
9 replaced may not be counted toward meeting the affordability  
10 threshold required for eligibility for funding under this section.

11 (C) For the purposes of this subdivision, “affordable unit” means  
12 a unit that is made available at an affordable rent, as defined in  
13 Section 50053, to a household earning no more than 60 percent of  
14 the area median income or at an affordable housing cost, as defined  
15 in Section 50052.5, to a household earning no more than 120  
16 percent of the area median income. Rental units shall be subject  
17 to a recorded covenant that ensures affordability for at least 55  
18 years. Ownership units shall initially be sold to and occupied by  
19 a qualified household, and subject to a recorded covenant that  
20 includes either a resale restriction for at least 30 years or equity  
21 sharing upon resale.

22 (D) A qualifying infill project or qualifying infill area for which  
23 a disposition and development agreement or other project- or  
24 area-specific agreement between the developer and the local agency  
25 having jurisdiction over the project has been executed on or before  
26 the effective date of the act adding this section, shall be deemed  
27 to meet the affordability requirement of this paragraph (2) if the  
28 agreement includes affordability covenants that subject the project  
29 or area to the production of affordable units for very low, low-, or  
30 moderate-income households.

31 (3) Include average residential densities on the parcels to be  
32 developed that are equal to or greater than the densities described  
33 in subparagraph (B) of paragraph (3) of subdivision (c) of Section  
34 65583.2 of the Government Code, except that a project located in  
35 a rural area as defined in Section 50199.21 shall include average  
36 residential densities on the parcels to be developed of at least 10  
37 units per acre.

38 (4) Be located in an area designated for mixed-use or residential  
39 development pursuant to one of the following adopted plans:



1 (A) A general plan adopted pursuant to Section 65300 of the  
2 Government Code.

3 (B) A project area redevelopment plan approved pursuant to  
4 Section 33330.

5 (C) A regional blueprint plan as defined in the California  
6 Regional Blueprint Planning Program administered by the  
7 Business, Transportation and Housing Agency, or a regional plan  
8 as defined in Section 65060.7 of the Government Code.

9 (5) For qualifying infill projects or qualifying infill areas located  
10 in a redevelopment project area, meet the requirements contained  
11 in subdivision (a) of Section 33413.

12 (d) In its review and ranking of applications for the award of  
13 capital improvement project grants, the department shall rank the  
14 affected qualifying infill projects and qualifying infill areas based  
15 on the following priorities:

16 (1) Project readiness, which shall include all of the following:

17 (A) A demonstration that the project or area development can  
18 complete environmental review and secure necessary entitlements  
19 from the local jurisdiction within a reasonable period of time  
20 following the submittal of a grant application.

21 (B) A demonstration that the eligible applicant can secure  
22 sufficient funding commitments derived from sources other than  
23 this part for the timely development of a qualifying infill project  
24 or development of a qualifying infill area.

25 (C) A demonstration that the project or area development has  
26 sufficient local support to achieve the proposed improvement.

27 (2) The depth and duration of the affordability of the housing  
28 proposed for a qualifying infill project or qualifying infill area.

29 (3) The extent to which the average residential densities on the  
30 parcels to be developed exceed the density standards contained in  
31 paragraph (3) of subdivision (c).

32 (4) The qualifying infill project's or qualifying infill area's  
33 inclusion of, or proximity or accessibility to, a transit station or  
34 major transit stop.

35 (5) The proximity of housing to parks, employment or retail  
36 centers, schools, or social services.

37 (6) The qualifying infill project or qualifying infill area  
38 location's consistency with an adopted regional blueprint plan or  
39 other adopted regional growth plan intended to foster efficient land  
40 use.

1 (7) *Applications for projects that are located in a city, county,*  
2 *or city and county that has adopted a general plan that will reduce*  
3 *the amount of vehicle miles traveled by at least 10 percent, and*  
4 *the project is consistent with the plan.*

5 (8) *Applications for projects that are located in a region covered*  
6 *by a council of governments that has adopted a transportation*  
7 *plan, a regional transportation plan, a regional blueprint, or*  
8 *similar document that will reduce the amount of vehicle miles*  
9 *traveled by at least 10 percent, and the project is consistent with*  
10 *the plan, blueprint, or similar document.*

11 (e) In allocating funds pursuant to this section, the department,  
12 to the maximum extent feasible, shall ensure a reasonable  
13 geographic distribution of funds.

14 (f) Funds awarded pursuant to this section shall supplement,  
15 not supplant, other available funding.

16 (g) (1) The department shall adopt guidelines for the operation  
17 of the grant program, including guidelines to ensure the tax-exempt  
18 status of the bonds issued pursuant to this part, and may administer  
19 the program under those guidelines.

20 (2) The guidelines shall include provisions for the reversion of  
21 grant awards that are not encumbered within four years of the fiscal  
22 year in which an award was made, and for the recapture of grants  
23 awarded, but for which development of the related housing units  
24 has not progressed in a reasonable period of time from the date of  
25 the grant award, as determined by the department.

26 (3) The guidelines shall not be subject to the requirements of  
27 Chapter 3.5 (commencing with Section 11340) of Division 3 of  
28 Title 2 of the Government Code.

29 (h) For each fiscal year within the duration of the grant program,  
30 the department shall include within the report to the Legislature,  
31 required by Section 50408, information on its activities relating  
32 to the grant program. The report shall include, but is not limited  
33 to, the following information:

34 (1) A summary of the projects that received grants under the  
35 program for each fiscal year that grants were awarded.

36 (2) The description, location, and estimated date of completion  
37 for each project that received a grant award under the program.

38 (3) An update on the status of each project that received a grant  
39 award under the program, and the number of housing units created  
40 or facilitated by the program.

1 SEC. 4. Section 53563 of the Health and Safety Code is  
2 amended to read:

3 53563. (a) In ranking applications pursuant to this part, the  
4 department shall, among other criteria, consider the extent to which  
5 the project or development will increase public transit ridership  
6 and minimize automobile trips.

7 (b) The department shall also grant bonus points to projects or  
8 developments that are in an area designated by the appropriate  
9 council of governments for infill development as part of a regional  
10 plan.

11 (c) In ranking applications received pursuant to this section, the  
12 department shall award a substantial preference to both of the  
13 following:

14 (1) Applications for projects that are located in a city, county,  
15 or city and county that has adopted a general plan that will reduce  
16 the amount of vehicle miles traveled by at least 10 percent and the  
17 project is consistent with the plan.

18 (2) Applications for projects that are located in a region covered  
19 by a council of governments that has adopted a transportation plan,  
20 a regional transportation plan, a regional blueprint, or similar  
21 document that will reduce the amount of vehicle miles traveled by  
22 at least 10 percent and the project is consistent with the plan,  
23 blueprint, or similar document.



## Orange County Transportation Authority Legislative Matrix

2008 State Legislation Session  
March 6, 2008

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>OCTA SPONSORED LEGISLATION</b>			
<p>► <b>AB 387 (Duvall - R)</b></p> <p>Design-Build: Transit Contracts</p>	<p>Amends law that authorizes transit operators to enter into design-build contract according to specified procedures. Provides that there would be no cost threshold for the acquisition and installation of technology applications or surveillance equipment designed to enhance safety, disaster preparedness, and homeland security efforts. Allows those projects to be awarded based on either the lowest responsible bidder or best value.</p>	<p><b>INTRODUCED:</b> 02/15/2007 <b>LAST AMEND:</b> 01/07/2008 <b>LOCATION:</b> Senate Transportation and Housing Committee</p> <p><b>STATUS:</b> 02/07/2008 To SENATE Committee on TRANSPORTATION AND HOUSING. Hearing: 03/11/2008 1:30 p.m.</p>	<p><b>Sponsor</b></p> <p>SUPPORT: CH2M HILL</p> <p>OPPOSE: Associated Builders and Contractors of California, Western Electrical Contractors' Association</p>
<p>► <b>AB 2906 (Tran - R)</b></p> <p>Vehicles: High-Occupancy Vehicle Lane: Buffer Area</p>	<p>Repeals existing law that requires specified high occupancy vehicle lanes to be separated from adjacent mixed flow lanes by a buffer area of at least four feet in width.</p>	<p><b>INTRODUCED:</b> 02/22/2008 <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 02/22/2008 INTRODUCED.</p>	<p><b>Sponsor</b></p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>BILLS WITH OFFICIAL POSITIONS</b>			
<b>SB 375 (Steinberg – D)</b>  Transportation Planning: Travel Models: Reviews	Relates to guidelines for travel demand guidelines used in regional transportation plans, the requirement a regional transportation plan include a sustainable community strategy designed to achieve goals for the reduction of greenhouse gas emissions, an environmental document under the Environmental Quality Act that examines specific impacts of a transportation project located in a local jurisdiction that has amended its general plan and the legislative body finds the project meets specified criteria.	<b>INTRODUCED:</b> 02/21/2007 <b>LAST AMEND:</b> 01/28/2008 <b>LOCATION:</b> Assembly Appropriations Committee  <b>STATUS:</b> 01/28/2008 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments. 01/28/2008 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	<b>Oppose</b>  (partial list)  <b>SUPPORT:</b> California League of Conservation Voters (co-sponsor), Natural Resources Defense Council (co-sponsor), American Lung Association of California  <b>OPPOSE:</b> Orange County Business Council, California Building Industry Association, Department of Finance, Contra Costa Transportation Authority, California Chamber of Commerce, Transportation California

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p><b>SB 974 (Lowenthal – D)</b></p> <p>Ports: Congestion Relief: Environmental Mitigation</p>	<p>Requires the Ports of Los Angeles and Long Beach to transmit a portion of the funds derived from imposition of a container cargo user fee to the San Pedro Bay Ports Congestion Relief Trust Fund and San Pedro Bay Ports Mitigation Relief Trust Funds. Requires the Port of Oakland to transmit a portion of the funds derived from imposition of the fee to the Port of Oakland Congestion Relief Trust Fund and a portion to the Port of Oakland Mitigation Relief Trust Fund. Authorizes related financing agreements.</p>	<p><b>INTRODUCED:</b> 02/23/2007  <b>LAST AMEND:</b> 09/05/2007  <b>LOCATION:</b> Assembly Inactive File</p> <p><b>STATUS:</b> 09/10/2007 In ASSEMBLY. To Inactive File.</p>	<p><b>Support with Amendments</b></p> <p>(partial list)</p> <p>SUPPORT: LACMTA, Mayor Curt Pringle, City of Anaheim, Port of Long Beach (support only if amended), SCAQMD, California Air Pollution Control Officers Association, California League of Conservation Voters, Gateway Council of Governments, Natural Resources Defense Council.</p> <p>OPPOSE: California Chamber of Commerce, California Railroad Industry, California Taxpayers' Association, National Association of Manufacturers, United States Chamber of Commerce, United Chambers of Commerce of the San Fernando Valley, Howard Jarvis Taxpayers' Association</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>BILLS BEING MONITORED</b>			
<b>AB 38 (Nava – D)</b>  Department of Emergency Services and Homeland Security	Deletes provisions of existing law that governs the Office of Homeland Security and the Office of Emergency Services and establishes the Department of Emergency Services and Homeland Security which would succeed to and be vested with the duties, powers, purposes, responsibilities of both of the former offices. Requires the Office of Emergency Services to develop and complete a guidance document to the state emergency plan with respect to agriculture-related disasters.	<b>INTRODUCED:</b> 12/04/2006 <b>LAST AMEND:</b> 05/01/2007 <b>LOCATION:</b> Senate Public Safety Committee  <b>STATUS:</b> 07/10/2007 In SENATE Committee on PUBLIC SAFETY: Failed passage. 07/10/2007 In SENATE Committee on PUBLIC SAFETY: Reconsideration granted.	SUPPORT: Office of Emergency Services, Office of Homeland Security, California Emergency Services Association, CSAC, California State Sheriffs' Association, Little Hoover Commission, Metropolitan Transportation Commission, James Lee Witt Associates, Regional Council of Rural Counties
<b>AB 109 (Nunez – D)</b>  Global Warming Solutions Act of 2006: Annual Report	Requires the Governor, Treasurer's office, the Public Employees' Retirement and the State Teachers' Retirement systems to annually report to the Legislature information relating to greenhouse gas emissions and green investments. Requires all land conservancies to report to the Legislature on past, current, and future activities to sequester greenhouse gas emissions. Requires an annual on the Global Warming Solutions Act. Includes the reduction of such gases in the Environmental Goals and Policy Project.	<b>INTRODUCED:</b> 01/05/2007 <b>LAST AMEND:</b> 07/18/2007 <b>LOCATION:</b> Senate Inactive Files  <b>STATUS:</b> 09/04/2007 In SENATE. From third reading. To Inactive File.	SUPPORT: American Federation of State County and Municipal Employees, California Association of Professional Scientists, Moller International Inc., Silicon Valley Leadership Group
<b>AB 169 (Levine – D)</b>  Joint Powers Authorities: Indian Tribes	Provides that 16 federally recognized Indian tribal governments may participate in the Southern California Association of Governments, a joint powers authority, for specified purposes and subject to specified conditions in the 6 - county region of the Southern California Association of Governments.	<b>INTRODUCED:</b> 01/23/2007 <b>LOCATION:</b> Senate Local Government Committee  <b>STATUS:</b> 05/23/2007 To SENATE Committee on LOCAL GOVERNMENT.	SUPPORT: SCAG (Sponsor)

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► <b>AB 660 (Galgiani – D)</b></p> <p>Railroad-Highway Grade Separations</p>	<p>Revises the highway-railroad grade separation program of the Department of Transportation to delete funding eligibility for a grade separation at a proposed new grade crossing or for removal or relocation of highways or railroad tracks to eliminate existing grade crossings. Provides a maximum allocation of 80 percent of project costs for all projects funded. Modifies the maximum total allocation provisions. Modifies the calculation of the amount of funds deducted from the apportionments of fuel tax revenues.</p>	<p><b>INTRODUCED:</b> 02/21/2007  <b>LAST AMEND:</b> 01/24/2008  <b>LOCATION:</b> Senate Transportation and Housing Committee</p> <p><b>STATUS:</b> 02/07/2008 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>SUPPORT: American Federation of State, County, and Municipal Employees, CSAC (Support with amendments), City of Merced, Merced County, Southern California Contractor Association</p> <p>OPPOSE: Alameda Corridor East (unless amended)</p>
<p>► <b>AB 842 (Jones – D)</b></p> <p>Regional Plans: Traffic Reduction</p>	<p>Requires the Transportation Commission to update its guidelines for the preparation of regional transportation plans, including a requirement that each regional transportation plan provide for a 10 percent reduction in the growth increment of vehicle miles traveled. Requires the Department of Housing and Community develop to rank applicants for the award of capital improvement grants based upon a reduction of vehicle miles traveled as a result of the project.</p>	<p><b>INTRODUCED:</b> 02/22/2007  <b>LAST AMEND:</b> 01/17/2008  <b>LOCATION:</b> Senate Transportation and Housing Committee</p> <p><b>STATUS:</b> 02/07/2008 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>SUPPORT: California League of Conservation Voters (Sponsor), American Lung Association, Gray Panthers</p> <p>OPPOSE: Metropolitan Transportation Commission (unless amended), ABAG</p>



BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>AB 867 (Davis – D)</b> Transportation Analysis Zones	Requires each metropolitan planning organization and each regional transportation planning agency, in developing the regional transportation plan, to factor the mobility of low-income and minority residents into its computer analysis of regional traffic analysis zones used to estimate travel behavior and traffic generation as part of the transportation demand model. Requires results of such analysis to be availed to the public and to be added as an addendum to the regional transportation plan.	<b>INTRODUCED:</b> 02/22/2007 <b>LAST AMEND:</b> 07/10/2007 <b>LOCATION:</b> Senate Appropriations Committee  <b>STATUS:</b> 08/30/2007 In SENATE Committee on APPROPRIATIONS: Not heard.	SUPPORT: American Federation of State, County and Municipal Employees
<b>AB 901 (Nunez – D)</b> Transportation: Highway Safety Traffic Reduction	Relates to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 that requires funds from the proceeds of bonds under the act for allocation to public transit operators and transportation planning agencies. Requires the Department of Transportation and Transportation Commission to provide information regarding their needs. Imposes specified auditing requirements.	<b>INTRODUCED:</b> 02/22/2007 <b>LAST AMEND:</b> 07/05/2007 <b>LOCATION:</b> Senate Appropriations Committee  <b>STATUS:</b> 07/10/2007 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS.	SUPPORT: California Transit Association, LACMTA, Long Beach Transit, Merced Transit, Inyo Mono Transit, Unitrans, Associated Students of the University of California, Davis, Shields for Families, Inc.
<b>AB 995 (Nava – D)</b> Trade Corridors	Relates to the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act. Provides that projects eligible for funding from the Trade Corridors Improvement Fund receive priority if they meet specified requirements. Requires the state Transportation Commission to coordinate with the state Air Resources Board for technical assistance in evaluating project applications.	<b>INTRODUCED:</b> 02/22/2007 <b>LAST AMEND:</b> 08/20/2007 <b>LOCATION:</b> Senate Third Reading File  <b>STATUS:</b> 09/06/2007 Withdrawn from SENATE Committee on RULES. To third reading.	SUPPORT: American Federation of State, County and Municipal Employees, American Lung Association, Environmental Defense, Natural Resources Defense Council

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>AB 1351 (Levine – D)</b>  Transportation: State-Local Partnerships	Amends the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006. States the intent of the Legislature to appropriate a specified amount of funds for the State-Local Partnership Program for funding transportation projects for a specified period. Defines local funds under the program relating to a local match as revenues from any locally imposed transportation related sales tax. Requires certain related reports.	<b>INTRODUCED:</b> 02/23/2007 <b>LAST AMEND:</b> 07/12/2007 <b>LOCATION:</b> Senate Appropriations Committee  <b>STATUS:</b> 08/30/2007 In SENATE Committee on APPROPRIATIONS: Not heard.	SUPPORT: LACMTA, RCTC
<b>► AB 1358 (Leno – D)</b>  Planning: Circulation Element: Transportation	Requires the legislative body of a city or county, upon any revision of the circulation element of the general plan, to modify the circulation element to accommodate the safety and convenient travel of users of streets, roads, and highways, in a manner that is suitable to the rural, suburban, or urban context of the general plan. Requires the Office of Planning and Research to prepare or amend guidelines to provide for this accommodation using consideration of accommodation variation in transportation.	<b>INTRODUCED:</b> 02/23/2007 <b>LAST AMEND:</b> 07/18/2007 <b>LOCATION:</b> Senate Inactive File  <b>STATUS:</b> 02/13/2008 In SENATE. To Inactive File.	(partial list)  SUPPORT: AARP, California League of Conservation Voters, City of Sacramento, City of Ventura, Sacramento Metropolitan Air Quality Management District, San Luis Obispo Council of Governments, Transportation and Land Use Coalition
<b>► AB 1756 (Caballero – D)</b>  Infrastructure Development: Public-Private Partnership	Requires the Secretary of Business, Transportation and Housing to establish the Office of Local Public-Private Partnerships in the agency to inform local agencies and other interested stakeholders of the role that public-private partnerships can play in financing, constructing, or operating, or any combination thereof, fee-producing local infrastructure projects.	<b>INTRODUCED:</b> 01/07/2008 <b>LOCATION:</b> Assembly Local Government Committee  <b>STATUS:</b> 02/07/2008 To ASSEMBLY Committees on LOCAL GOVERNMENT and BUSINESS AND PROFESSIONS.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► <b>AB 1815 (Feuer – D)</b></p> <p>Transportation Infrastructure Funding Task Force</p>	<p>Creates the Transportation Infrastructure Funding Task Force. Requires the task force to hold at least three public hearings around the state and to report to the Legislature and Governor on alternatives to the current system of taxing road users through per-gallon fuel taxes.</p>	<p><b>INTRODUCED:</b> 01/17/2008  <b>LOCATION:</b> Assembly Transportation Committee</p> <p><b>STATUS:</b> 02/07/2008 To ASSEMBLY Committee on TRANSPORTATION.</p>	<p>None Listed</p>
<p><b>AB 1845 (Duvall – R)</b></p> <p>Railroad-Highway Grade Separations</p>	<p>Transfers responsibility for developing the priority list for the annual grade separation program from the Public Utilities Commission to the Transportation Commission upon completion of the expenditure of Proposition 1B general obligation bond funds that are to be allocated pursuant to the priority list process.</p>	<p><b>INTRODUCED:</b> 01/28/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 01/28/2008 INTRODUCED.</p>	<p>None Listed</p>
<p><b>AB 1850 (DeVore – R)</b></p> <p>Office of Public-Private Partnerships</p>	<p>Creates the Office of Public-Private Partnerships within the office of the Governor and a process for the Office of Public-Private Partnerships to develop formal public-private partnership agreements to facilitate the construction and maintenance of the state's infrastructure. Requires the Director of that office to provide the Legislature with notice before committing the state to participate in any partnership agreement.</p>	<p><b>INTRODUCED:</b> 01/29/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 01/29/2008 INTRODUCED.</p>	<p>None Listed</p>
<p><b>AB 1851 (Nava – D)</b></p> <p>Greenhouse Gas Emissions: Sale of Voluntary Offsets</p>	<p>Expresses legislative intent to create a process for ensuring that voluntary green house gas emissions offsets sold in the state meet clear and consistent standards, and assist local governments and others in the state in generating and marketing qualifying projects for the voluntary offsets market.</p>	<p><b>INTRODUCED:</b> 01/29/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 01/29/2008 INTRODUCED.</p>	<p>None Listed</p>
<p><b>AB 1904 (Torrice – D)</b></p> <p>Transportation: Programming of Projects</p>	<p>Provides that, for purposes of calculation of state highway miles in a county for the county shares formula, would provide that the total number of non-freeway miles in a county shall be calculated so that it is not less than the total number of non-freeway miles that existed on a certain date.</p>	<p><b>INTRODUCED:</b> 02/07/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 02/07/2008 INTRODUCED.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► <b>AB 1954 (Jeffries – R)</b></p> <p>High-Occupancy Toll (HOT) Lanes</p>	<p>Relates to high-occupancy toll (HOT) lanes. Authorizes a value pricing and transit development demonstration program involving HOT lanes to be conducted, administered, and operated on transportation corridors in Riverside County.</p>	<p><b>INTRODUCED:</b> 02/13/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 02/13/2008  INTRODUCED.</p>	<p>None Listed</p>
<p>► <b>AB 1968 (Jeffries – R)</b></p> <p>Transportation Infrastructure Emergencies</p>	<p>Authorizes the Governor to declare a transportation infrastructure emergency for the purpose of relieving traffic congestion on any specific highway or segment of a highway for which the Department of Transportation has determined that the average daily vehicle hours of delay, excluding weekends, exceeds a specified amount. Provides for the Governor to direct the Department of to immediately create and implement an expedited process.</p>	<p><b>INTRODUCED:</b> 02/14/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 02/14/2008  INTRODUCED.</p>	<p>None Listed</p>
<p>► <b>AB 1973 (Ruskin – D)</b></p> <p>Public Utilities Commission</p>	<p>Requires the Governor to appoint a president of the commission from among its members.</p>	<p><b>INTRODUCED:</b> 02/14/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 02/14/2008  INTRODUCED.</p>	<p>None Listed</p>
<p>► <b>AB 2093 (Jones – D)</b></p> <p>General Plan</p>	<p>Amends the Planning and Zoning Law. Provisions that the legislative body of each county and city adopt a comprehensive, long-term general plan for the physical development of the county or city. Requires to be included in the mandatory elements consideration to policies that reduce the effects of land use activities and general plan actions on the emission of greenhouse gases.</p>	<p><b>INTRODUCED:</b> 02/19/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 02/19/2008  INTRODUCED.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>ACA 1 (Dymally – D)</b> Elections: Redistricting	Proposes an amendment to the Constitution to assign the responsibility for adjusting boundary lines of Senate, Assembly, congressional, and State Board of Equalization district to a specified commission. Requires the commission to hold public hearings to provide for public input and comment. Grants the Supreme Court jurisdiction over all challenges to a redistricting plan. Requires the Governor to include in the budget presented to the Legislature funds for the redistricting process.	<b>INTRODUCED:</b> 12/04/06 <b>LAST AMEND:</b> 06/20/2007 <b>LOCATION:</b> Assembly Appropriations Committee  <b>STATUS:</b> 06/20/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	None Listed
<b>ACA 2 (Walters – R)</b> Eminent Domain	Proposes a Constitutional amendment that prohibits the taking or damaging of private property without the express written consent of the owner for purposes of economic development, increasing tax revenue, or private use, or when the same use will be maintained following the taking. Requires that, prior to commencement of eminent domain proceedings, the public use for which the property is to be taken is stated in writing. Defines public use. Permits a taking to eliminate an ongoing threat to public safety.	<b>INTRODUCED:</b> 12/04/2006 <b>LAST AMEND:</b> 07/05/2007 <b>LOCATION:</b> Assembly Judiciary Committee  <b>STATUS:</b> 07/10/2007 In ASSEMBLY Committee on JUDICIARY: Failed passage. 07/10/2007 In ASSEMBLY Committee on JUDICIARY: Reconsideration granted.	<b>SUPPORT:</b> Chris Norby, Orange County Supervisor  <b>OPPOSE:</b> California Redevelopment Association, California State Association of Counties, League of California Cities
<b>ACA 3 (Gaines – R)</b> Expenditure Limits	Proposes an amendment to the Constitution that would limit total state General Fund and special fund expenditures to an annual increase of no more than the increase in the cost of living multiplied by the percentage increase in state population. Allocates any revenues exceeding the expenditure limitation to the State School Fund and to a reserve fund, to rebates for personal income taxpayers, and to fund state and California State University employees' health and dental benefits.	<b>INTRODUCED:</b> 12/04/2006 <b>LAST AMEND:</b> 06/04/2007 <b>LOCATION:</b> Assembly Education Committee  <b>STATUS:</b> 01/09/2008 In ASSEMBLY Committee on EDUCATION: Not heard.	<b>SUPPORT:</b> Howard Jarvis Taxpayers Association

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>ACA 4 (Villines – R)</b>  Reapportionment	Proposes an amendment to the Constitution to provide for the establishment of the Independent Citizens' Commission on Redistricting to be comprised of registered voters, who would adjust the boundary lines of the Senate, Assembly, congressional and State Board of Equalization districts as required by law. Requires the Secretary of State to implement a random selection process for members of the commission. Provides that certain records of the commission are public records.	<b>INTRODUCED:</b> 12/04/2006 <b>LAST AMEND:</b> 06/20/2007 <b>LOCATION:</b> Assembly Appropriations Committee  <b>STATUS:</b> 06/20/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	None Listed
<b>ACA 10 (Feuer – D)</b>  Bond Indebtedness: Local Government: Transportation	Amends the State Constitution to create an additional exception to the 1 percent limit on ad valorem tax on real property for a county, or city to pay for bonded indebtedness, incurred to fund specified transportation infrastructure, that is approved by 55 percent of the voters of the county or city. Lowers to 55 percent the voter approval threshold.	<b>INTRODUCED:</b> 01/07/2008 <b>LOCATION:</b> Assembly  <b>STATUS:</b> 01/07/2008 INTRODUCED	None Listed
<b>ACA 11 (Blakeslee – R)</b>  Budget Process: Strategic Reserve Bank	Proposes a Constitutional Amendment. Creates the Strategic Reserve Bank governed by a board of financial experts appointed by the Governor and legislative leaders to reduce the volatility of the General Fund by moderating swings in revenues and accommodating short-term changes in revenue growth. Creates the Strategic Budget Reserve Fund.	<b>INTRODUCED:</b> 01/08/2008 <b>LOCATION:</b> Assembly  <b>STATUS:</b> 01/08/2008 INTRODUCED	None Listed
<b>ACA 12 (Plescia – R)</b>  State Mandated Local Programs	Proposes a constitutional amendment requiring the Legislative Analyst to determine and report to the Legislature whether the enacted bill is a balanced state budget; provides that if the Legislative Analyst reports that it is not a balanced state budget, the Legislature is required to pass and send the Governor a bill or bills to balance the state budget within 15 days and the Governor may reduce expenditures in the enacted budget bill as necessary to balance the state budget.	<b>INTRODUCED:</b> 01/15/2008 <b>LOCATION:</b> Assembly  <b>STATUS:</b> 01/15/2008 INTRODUCED	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>SB 19 (Lowenthal – D)</b>  Trade Corridor; Projects to Reduce Emissions: Goods	Relates to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Requires the Air Resources Board to implement the Goods Movement Emission Reduction Program and to adopt guidelines and funding criteria for the program. Creates eligibility requirements for funding pursuant to this program. Creates the Goods Movement Emission Reduction Fund to be funded with bond proceeds.	<b>INTRODUCED:</b> 12/04/2006 <b>LAST AMEND:</b> 07/17/2007 <b>LOCATION:</b> Assembly Appropriations Committee  <b>STATUS:</b> 07/17/2007 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments. 07/17/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	SUPPORT: Moller International, Inc.
<b>SB 61 (Runner – R)</b>  High-Occupancy Toll Lanes and Toll Roads	Authorizes the Department of Transportation to apply to the State Transportation Commission for the development and operation of a high-occupancy toll land or toll road project sponsored by the department. Deletes the four project limitation and the requirement for the Legislature to approve each project by statute.	<b>INTRODUCED:</b> 01/16/2007 <b>LAST AMEND:</b> 05/01/2007 <b>LOCATION:</b> Assembly Transportation Committee  <b>STATUS:</b> 06/07/2007 To ASSEMBLY Committee on TRANSPORTATION.	SUPPORT: Department of Transportation (source), Association of Southern California Government, Department of Finance
<b>SB 286 (Dutton – R and Lowenthal – D)</b>  Transportation Enhancement Funds: Conservation Corps	Requires, with respect to federal funds made available to the state for transportation enhancement projects, transportation planning agencies, county transportation commissions or authorities, and congestion management agencies to adopt criteria that give priority in project selection to the sponsors of eligible projects that partner with, commit to employ the services of, a community conservation corps, or the state conservation corps to construct or undertake the project.	<b>INTRODUCED:</b> 02/15/2007 <b>LAST AMEND:</b> 01/17/2008 <b>LOCATION:</b> Assembly Appropriations Committee  <b>STATUS:</b> 01/17/2008 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments. 01/17/2008 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► <b>SB 364 (Simitian –D)</b></p> <p>Personal Information: Privacy</p>	<p>Amends existing law that requires any agency, and any person or business, that owns or licenses computerized data that includes personal information to disclose in specified ways, any breach of the security of the system or data, following discovery or notification of the security breach, to any resident whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Requires a report to the Office of Information Security and Privacy Protection.</p>	<p><b>INTRODUCED:</b> 02/20/2007  <b>LAST AMEND:</b> 01/28/2008  <b>LOCATION:</b> Assembly</p> <p><b>STATUS:</b> 01/30/2008 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>SUPPORT: Consumers Union, Consumer Federation of California, Electronic Frontier Foundation, Privacy Rights Clearinghouse</p>
<p><b>SB 445 (Torlakson –D)</b></p> <p>Road User Task Force</p>	<p>Creates the Road User Task Force to hold public hearings around the state and to report on alternatives to the current system of taxing road users through per-gallon fuel taxes.</p>	<p><b>INTRODUCED:</b> 02/21/2007  <b>LAST AMEND:</b> 06/04/2007  <b>LOCATION:</b> Assembly Transportation Committee</p> <p><b>STATUS:</b> 07/02/2007 In ASSEMBLY Committee on TRANSPORTATION: Not heard.</p>	<p>(partial listing)</p> <p>SUPPORT: California Association of Councils of Governments, California State Association of Counties, City of Costa Mesa, El Dorado Transportation Commission, League of California Cities, Merced County Association of Governments, Sacramento Transportation Authority, Sonoma County Transportation Authority</p>
<p><b>SB 716 (Perata – D)</b></p> <p>Transit Operators</p>	<p>Relates to appropriations to transportation agencies from the Public Transportation Modernization, Improvement, and Service Enhancement Account for transit capital projects pursuant to a specified formula. Specifies requirements for an eligible project sponsor to receive an allocation of funds appropriated from the account. Requires the Transportation Commission and the Controller to administer these provisions.</p>	<p><b>INTRODUCED:</b> 02/23/2007  <b>LAST AMEND:</b> 07/11/2007  <b>LOCATION:</b> Assembly Appropriations Committee</p> <p><b>STATUS:</b> 07/11/2007 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.</p>	<p>SUPPORT: AC Transit, American Federation of State, County, and Municipal Employees</p> <p>OPPOSE: LACMTA</p>



BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>SB 841 (Calderon – D)</b>  Vehicles: Mature Driver Improvement Course	Amends existing law that requires the Director of Motor Vehicles to establish standards and develop criteria for approval of initial and renewal mature driver improvement courses. Specifies that a course may be offered in an Internet format, if the course is educationally equivalent to the course provided in the classroom format. Authorizes the department to require such course provider to include technologies that reasonably verify the identity of the person taking the course.	<b>INTRODUCED:</b> 02/23/2007 <b>LAST AMEND:</b> 06/27/2007 <b>LOCATION:</b> Assembly Inactive File  <b>STATUS:</b> 08/20/2007 In ASSEMBLY. To Inactive File.	<b>SUPPORT:</b> TrafficSchool.com (sponsor), Automobile Club of Southern California, California State Automobile Association
<b>SB 947 (Hollingsworth – R)</b>  Consultation: Transportation Facilities	Requires notice of at least one scoping meeting to be provided to transportation planning agencies or public agencies required to be consulted concerning a project proposed by a lead agency which requires an environmental impact report under the California Environmental Quality Act. Requires the project's effect on overpasses, on-ramps, and off-ramps to be included in that consultation.	<b>INTRODUCED:</b> 02/23/2007 <b>LAST AMEND:</b> 04/30/2007 <b>LOCATION:</b> Assembly Natural Resources Committee  <b>STATUS:</b> 05/24/2007 To ASSEMBLY Committees on NATURAL RESOURCES and TRANSPORTATION.	<b>SUPPORT:</b> Cities of El Cajon, Murrieta, Poway, Temecula, and Victorville, Lakeside Chamber of Commerce, San Diego Regional Chamber of Commerce, San Diego Mayor Jerry Sanders  <b>OPPOSE:</b> California Chapter of the American Planning Association, Sierra Club California
<b>► SB 1240 (Kehoe – D)</b>  Air Pollution: Low-Carbon Fuel Standards	Requires the Air Resources Board to adopt, implement, and enforce a low-carbon fuel standard by regulation that achieves the maximum technologically feasible and cost-effective reductions in carbon intensity of transportation fuels, and at least a 10 percent reduction in the carbon intensity of transportation fuels by a specified date. Provides that fuel standard would apply to all refiners, blenders, producers and importers of transportation fuels. Provides that reporting requirements be imposed, as specified.	<b>INTRODUCED:</b> 02/14/2008 <b>LOCATION:</b> Senate  <b>STATUS:</b> 02/14/2008 INTRODUCED.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► <b>SB 1278</b> <b>(Maldonado – R)</b></p> <p>Building Standards: Green Building Construction</p>	<p>Establishes the Green Neighborhood Grant Act, to be administered by the State Energy Resources Conservation and Development Commission where grants would be awarded annually to private developers for development projects that have been certified by the Building Industry Institute as complying with the Green Builder Program. Reimburses the developer for percentage of the total development cost of a certified developer project. Provides no more than one grant annually for a development in specified cities.</p>	<p><b>INTRODUCED:</b> 02/19/2008 <b>LOCATION:</b> Senate</p> <p><b>STATUS:</b> 02/19/2008 INTRODUCED.</p>	<p>None Listed</p>
<p>► <b>SB 1295</b> <b>(Ducheny – D)</b></p> <p>Coastal Act: Coastal Redevelopment Permit: Appeal</p>	<p>Amends the California Coastal Act of 1976 that provides for the planning and regulation of development within the coastal zone, and that any appealable action on a coastal development permit or claim of exemption for any development by a local government or port governing body may be appealed by any two members of the California Coastal commission. Revises that provision to eliminate an appeal by two members of the California Coastal Commission.</p>	<p><b>INTRODUCED:</b> 02/19/2008 <b>LOCATION:</b> Senate</p> <p><b>STATUS:</b> 02/19/2008 INTRODUCED.</p>	<p>None Listed</p>
<p>► <b>SB 1316 (Correa – D)</b></p> <p>Transportation Facilities: Tolls: Orange/Riverside</p>	<p>Authorizes the Orange County Transportation Authority to eliminate its rights, interests, and obligations in the Riverside County portion of the State Highway Route 91 toll lane by partial assignment to the Riverside County Transportation Commission or by amendment to the franchise agreement. Deletes the 2030 limitation on issuance of bonds and collections of tolls. Authorizes toll revenues to be used for transportation purposes in the State Highway 91 Corridor.</p>	<p><b>INTRODUCED:</b> 02/20/2008 <b>LOCATION:</b> Senate</p> <p><b>STATUS:</b> 02/20/2008 INTRODUCED.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>SCA 1 (McClintock – R)</b>  Eminent Domain: Condemnation Proceedings	Proposes an amendment to the Constitution to provide that private property may be taken or damaged only for a stated public purpose and not without the consent of the owner for purposes of economic development, increasing tax revenue, or any other private use, nor for maintaining the present use by a different owner. Provides that if the property ceases to be used for the public use, the former owner would have the right to reacquire the property at its fair market value. Provides reevaluation procedures.	<b>INTRODUCED:</b> 12/04/2006 <b>LAST AMEND:</b> 02/05/2007 <b>LOCATION:</b> Senate Judiciary Committee  <b>STATUS:</b> 02/05/2007 From SENATE Committee on JUDICIARY with author's amendments. 02/05/2007 In SENATE. Read second time and amended. Re-referred to Committee on JUDICIARY.	None Listed
<b>SCA 5 (McClintock – R)</b>  State and Local Government Finance: Taxes	Proposes an amendment to the Constitution to establish a constitutional definition of a tax as any monetary exaction imposed by a governmental entity. Recasts the definition of a special tax. Conditions the imposition by the state or local government of a new tax, or a change in a tax, that increases the amount of any tax levied upon the approval of 2/3 membership of the governing body and voter approval. Prohibits new tax without voter approval. Provides exceptions.	<b>INTRODUCED:</b> 01/30/2007 <b>LAST AMEND:</b> 03/21/2007 <b>LOCATION:</b> Senate Revenue and Taxation Committee  <b>STATUS:</b> 04/25/2007 In SENATE Committee on REVENUE AND TAXATION: Heard, remains in Committee.	<b>SUPPORT:</b> Howard Jarvis Taxpayers' Association, California Chamber of Commerce, Council for Citizens Against Government Waste, Mid Valley Chamber of Commerce, Milpitas Chamber of Commerce, Printing Industries of California  <b>OPPOSE:</b> California Tax Reform Association, East Bay Municipal Utilities District

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>SCA 14 (Denham – R)</b>  Governor: State Budget	Proposes a Constitutional amendment. Requires the budget submitted by the Governor to be a balanced budget, pursuant to a determination to be made by the Legislative Analyst. Provides that if, by January 10, the Governor fails to submit a balanced budget, as determined by the Legislative Analyst, the Governor shall forfeit any salary from January 11 until the date a balanced budget is submitted.	<b>INTRODUCED:</b> 01/09/2008 <b>LOCATION:</b> Senate Rules Committee  <b>STATUS:</b> 01/17/2008 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.	None Listed
<b>SCA 15 (Denham – R)</b>  Legislature: Sessions: State Budget	Proposes an amendment to the State Constitution. Requires, if the Legislature fails to pass the Budget Bill by June 15 of any year, that each house of the Legislature meet in session 24 hours a day, and not recess or adjourn, until the Budget Bill is passed and presented to the Governor.	<b>INTRODUCED:</b> 01/09/2008 <b>LOCATION:</b> Senate Rules Committee  <b>STATUS:</b> 01/17/2008 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.	None Listed
<b>SCA 16 (Denham – R)</b>  Legislature: Compensation	Proposes an amendment to the State Constitution. Provides that, if a Budget Bill is not passed by June 15, Members of the Legislature may not be paid any salary from June 16 to the date a Budget Bill is passed and sent to the Governor. Provides that once a Budget Bill is passed and sent to the Governor, a Member of the Legislature may not be paid any salary due for that period of time.	<b>INTRODUCED:</b> 01/09/2008 <b>LOCATION:</b> Senate Rules Committee  <b>STATUS:</b> 01/17/2008 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<b>SCR 68 (Denham – R)</b>  Budget Bill Conference Committee	Adds a provision to the Joint Rules of the Senate and Assembly for the 2007-08 regular session to require that any conference committee on the Budget Bill be comprised of 10 members. Requires the Senate Committee on Rules and the Speaker of the Assembly to appoint three members each and the minority party caucuses in each house to appoint two members each.	<b>INTRODUCED:</b> 01/09/2008 <b>LOCATION:</b> Senate Rules Committee  <b>STATUS:</b> 01/09/2008 INTRODUCED. 01/09/2008 To SENATE Committee on RULES.	None Listed
<b>SCR 69 (Denham – R)</b>  Budget Bill Votes	Adds a provision to the Joint Rules of the Senate and Assembly for the 2007-08 Regular Session to require that a vote by a committee or subcommittee in either house of the Legislature to take action on the Budget Bill, or a vote by a conference committee to take action on the Budget Bill, be a 2/3 vote.	<b>INTRODUCED:</b> 01/09/2008 <b>LOCATION:</b> Senate Rules Committee  <b>STATUS:</b> 01/09/2008 INTRODUCED. 01/09/2008 To SENATE Committee on RULES.	None Listed
<b>► SB 5 c (Senate Budget &amp; Fiscal Review Committee)</b>  Highway Users Tax Account	Requires transfers of revenues from the Highway Users Tax Account to counties or cities that would otherwise be made during certain months of 2008, to instead be made in September of 2008. Allows counties and cities to make use of any cash balance in any account that is designated for the receipt of state funds allocated for local streets and roads maintenance without the use of this cash being reflected as an expenditure of bond act funds, provided the cash is replaced.	<b>INTRODUCED:</b> 02/07/2008 <b>LAST AMEND:</b> 02/13/2008 <b>LOCATION:</b> Senate Third Reading File  <b>STATUS:</b> 02/13/2008 From SENATE Committee on BUDGET AND FISCAL REVIEW: Do pass as amended. 02/13/2008 In SENATE. Read second time and amended. To third reading.	None Listed





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Cooperative Agreement with the City of Placentia and Request for Proposals for Engineering Services for the Design of the Placentia Metrolink Station

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0346 with the City of Placentia for the design and construction of the Placentia Metrolink Station Improvement Project.
- B. Approve the release of Request for Proposals 7-1294 for design consulting services for the Placentia Metrolink Station Improvement Project.
- C. Approve the proposed evaluation criteria and weightings.



**February 28, 2008**

**To:** Transit Committee

**From:** Arthur T. Leahy, Chief Executive Officer

**Subject:** Cooperative Agreement with the City of Placentia and Request for Proposals for Engineering Services for the Design of the Placentia Metrolink Station

### **Overview**

In conjunction with the City of Placentia, staff has developed a draft cooperative agreement for the design and construction of the Placentia Metrolink Improvement Project. The Orange County Transportation Authority is the lead agency for the design and construction of the improvements. Staff has also developed a draft request for proposals to initiate a competitive procurement process to retain a design consultant to provide plans, specifications, and estimates for the project. The improvements consist of station platforms, parking structure, surface parking, pedestrian access, and widening of the existing Melrose Street structure to accommodate new platforms.

### **Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0346 with the City of Placentia for the design and construction of the Placentia Metrolink Station Improvement Project.
- B. Approve the release of Request for Proposals 7-1294 for design consulting services for the Placentia Metrolink Station Improvement Project.
- C. Approve the proposed evaluation criteria and weightings.

### **Background**

The proposed Placentia Metrolink Station is on the Metrolink 91 Line serving Riverside, Fullerton, Buena Park, and downtown Los Angeles. This line has experienced the most dramatic ridership growth of all of the passenger



rail lines in Orange County over the past three years. To address this growth, a new station was planned in the City of Yorba Linda. This project was met with community resistance in the planning stages and is no longer considered a viable location. The new Metrolink station in the City of Placentia (City) will capture the riders originally envisioned for the Yorba Linda site and will also assist in addressing the overall increased ridership in the region.

The City prepared an environmental document for the new Metrolink station and received clearance for the project in June 2007.

### ***Discussion***

On June 7, 2007, the California Transportation Commission (CTC) approved a request for \$16.6 million to fund Phase 1 of the Placentia Metrolink Station Improvement Project. Phase 1 includes all improvements except the parking structure. The CTC agreed to retain the previously approved \$2.5 million for the design phase and approve an additional \$16.6 million for the construction phase. The total cost of Phase 1 is estimated at \$19.1 million, excluding property costs. The City will provide the necessary property for construction.

In July 2007, the Board of Directors (Board) authorized the Orange County Transportation Authority (OCTA) to assume responsibility as the lead agency for the Placentia Metrolink Station Improvement Project. As the lead, OCTA will be responsible for the design and construction of the project. The City will own and maintain the project once it is completed.

A memorandum of understanding with the City was approved by the Board on October 25, 2007, to define the basic roles and responsibilities of the two agencies for the initial stages of work. The attached cooperative agreement will formalize the duties between the two agencies during design and construction of the project.

The final design of the station is scheduled to begin September 2008. The construction of the project is scheduled to begin July 2010 and be completed by June 2013.

On April 23, 2007, the Board approved procurement procedures and policies requiring the Board to approve all request for proposals (RFP) solicitations over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is hereby submitting for Board approval the attached RFP and evaluation criteria

and weights, which will be used to evaluate proposals received in response to the RFP. The proposed evaluation criteria and weights are as follows:

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 35 percent
- Work Plan 40 percent

The evaluation criteria are consistent with weightings developed for similar architectural and engineering (A&E) procurements. In developing the criteria weights, several factors were considered. Staff proposed giving the greatest importance to the work plan, as the technical approach and understanding of the project is critical to developing realistic schedules and work approaches. Likewise, staff would assign a high level of importance to staffing and project organization, as the qualifications of the project manager and other key-task leaders are critical to the successful performance of the project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

The RFP will be released upon Board approval of these recommendations.

#### **Fiscal Impact**

Funds associated with this cooperative agreement have been included in OCTA's draft Fiscal Year 2008-09 Budget and will be approved as part of the Board's budget approval process.

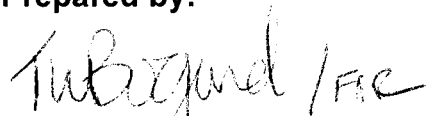
#### **Summary**

Staff is requesting that the Board of Directors authorize the Chief Executive Officer to execute a cooperative agreement with the City of Placentia and to approve the draft request for proposals and evaluation criteria and weightings to evaluate proposals for the design of the Placentia Metrolink Station Improvement Project.

***Attachments***

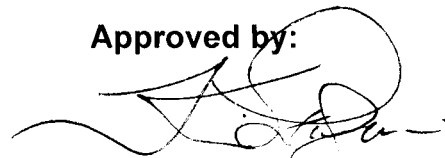
- A. Draft Cooperative Agreement Between the Orange County Transportation Authority and the City of Placentia
- B. Draft Request for Proposals (RFP) 7-1294 – Design Consulting Services for Placentia Metrolink Station

**Prepared by:**



Pradeep Gunaratne, P.E.  
Program Manager  
(714) 560-5648

**Approved by:**



Kia Mortazavi  
Executive Director, Development  
(714) 560-5741

# DRAFT

ATTACHMENT A

COOPERATIVE AGREEMENT  
BETWEEN  
THE  
ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND  
THE CITY OF PLACENTIA

(New Metrolink commuter rail station in The City of Placentia, California)

THIS COOPERATIVE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California (hereinafter referred to as the "Authority") and The City of Placentia, a California municipal corporation (hereinafter referred to as the "City").

## RECITALS

**WHEREAS**, The Authority and the City desire to enter into a Cooperative Agreement to design and construct a Metrolink commuter rail station in Placentia (herein after referred to as "Station") which will include the design and construction of station platforms, surface parking lots, pedestrian overpass, parking structure, bridge widening of the existing Melrose Street structure to accommodate the new platforms, an additional rail line, street improvements, and other appurtenant improvements (hereinafter referred to as "Project")

**WHEREAS**, Authority's Board of Directors adopted a comprehensive funding strategy and policy direction plan on November 21, 2005, allocating funds to support implementation of capital projects for rail service improvements addressed herein; and

**WHEREAS**, Authority agrees to act as lead agency for the design and construction of the project.

**WHEREAS**, California Transportation Commission (CTC) has allocated Two Million Five Hundred Thousand Dollars (\$2,500,000) for design services and Sixteen Million Six Hundred Thousand Dollars (\$16,600,000) for Phase 1 which includes station platforms, surface parking lots, bridge widening of existing Melrose Street, additional rail line and other appurtenant improvements; and

**WHEREAS**, the CITY has certified the environmental impact report for the STATION.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the foregoing recitals, which are hereby

incorporated by reference into the Agreement below, and the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

A. This AGREEMENT, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between AUTHORITY and CITY and supersedes all prior representations, understandings and communications. The invalidity in whole or part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions.

B. This Agreement specifies the procedures that AUTHORITY and CITY will follow in implementing their respective roles and responsibilities in the design, construction, right-of-way acquisition and funding of the PROJECT. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

C. This AGREEMENT may only be modified or amended in writing by authorized representative of AUTHORITY and CITY. All modifications, amendments, changes and revisions of this AGREEMENT in whole or part, and from time to time, shall be binding upon all parties.

D. This AGREEMENT shall be governed by and construed with Federal, State and Local laws. AUTHORITY and CITY warrant that in the performance of this AGREEMENT, each shall comply with all applicable Federal, State, and Local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated hereunder.

**ARTICLE 2. SCOPE**

The project location is illustrated on the Metrolink System Map (exhibit 1)

and Vicinity Map (exhibit 1A) incorporated herein. It is located along the San Bernardino Subdivision of the Burlington Northern Santa Fe (hereinafter referred to as BNSF) railway. The PROJECT will include all components as detailed in Attachment 1 entitled "Scope of Services" and shown on the conceptual plans (exhibit 2) incorporated herein.

### **ARTICLE 3. CITY'S OBLIGATIONS**

A. CITY shall be responsible for environmental reviews and approvals required for environmental clearance the California Environmental Quality Act (CEQA) for the PROJECT.

B. Secure approvals and permits required by CITY, third party public agencies or private sector entities, including utilities, and provide payment for such permits necessary for construction of PROJECT;

C. City shall submit Notice of Intent (NOI) and pay fees to State Water Quality Control Board prior to the beginning of construction.

D. CITY shall be responsible for identifying and providing payment for required utility relocations, right of way, relocation costs and loss of business goodwill costs, and utility replacement rights for the PROJECT;

E. Identify right of way and easement requirements. Take the lead in securing and secure such property, easement, relocations and loss of business goodwill for construction of PROJECT, including property and easement required for temporary or staged construction of PROJECT.

F. All right of way and easements must be secured prior to beginning construction and procedures for such acquisitions and necessary relocations must comply with all appropriate federal and state laws.

G. CITY shall participate in the development of a strategic approach in local community involvement and public outreach activities during implementation

of PROJECT, until completion of construction.

H. Participate in the review and commentary of design documents for conformance to applicable planning codes and ordinances, building design codes and standards, health and safety codes and ordinances, public safety and facility security requirements, and transit industry best practices;

I. CITY shall provide AUTHORITY opportunities to review and comment on studies, reports, plans, specifications, third party agreements, and other documents related to PROJECT development, which are in CITY'S possession and/or which have been provided to CITY for review. To the extent that such documents or third party agreements may obligate AUTHORITY, AUTHORITY shall have the opportunity to review and approve prior to document acceptance by CITY.

J. Comply with all federal and state third party contracting laws and regulations as required.

#### **ARTICLE 4. AUTHORITY'S OBLIGATIONS**

AUTHORITY shall be the lead agency for PROJECT implementation. AUTHORITY shall perform the following essential activities:

Identify and secure funding sources, and administer funding during all phases of PROJECT;

A. Provide funding for Design Phase of PROJECT up to a maximum cumulative payment obligation amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in STIP allocated funding. Provide funding for Construction Phase of PROJECT up to a maximum cumulative payment obligation amount of Sixteen Million Six Hundred Thousand Dollars (\$16,600,000.00) in STIP allocated funding, as outlined in Attachment 2 to this Agreement, as this amount is a conceptual estimate, this amount shall be updated at 65% design completion.

B. Lead the procurement for design consultant services for PROJECT, allowing for CITY support and input in the evaluation and selection of the design consultant team;

C. Complete PROJECT per Scope of Work, as outlined in Attachment 1 to this Agreement, and in accordance with PROJECT schedule and STIP allocated funding, as outlined in Attachment 2 to this Agreement;

D. Comply with all federal and state third party contracting laws and regulations as required;

E. Project management and project administration;

F. Project design planning ;

G. Site and facilities design;

H. Identify approvals and permits required by CITY, third party public agencies or private sector entities, including utilities. Coordinate activities related to securing such approvals and permits for construction of PROJECT;

I. Identify right-of-way and easement requirements; and coordinate activities related to securing, such property or easement for construction of PROJECT, including property and easement required for temporary or staged construction of PROJECT.

J. Participate in the development of a strategic approach to, and perform lead role in, local community involvement and public outreach activities during implementation of PROJECT through completion of construction;

K. Coordinate facilities operations, maintenance plans, facility security plans, public safety, and policing and emergency preparedness plans during project construction;

L. Prepare construction contract documents, advertise and award construction contract, and conduct construction administration and construction management;



M. Coordinate PROJECT with transit operators and other stakeholders;

N. AUTHORITY, as the lead agency, shall coordinate with (BNSF) for all work to be done in the rail road right of way. This work will include the addition of a third track, signal improvements and safety training;

O. Management and/or coordination of construction interfaces with adjoining properties and other concurrent construction projects affecting the PROJECT;

P. PROJECT closeout activities, including walk-through, punch list, as-built records, final payment accounting, etc.

#### **ARTICLE 5. SCHEDULE**

Authority and City agree to have the Subject Project completed by 2012 as soon as is reasonably possible, with a projected start of construction in July, 2010.

#### **ARTICLE 6. MAINTENANCE**

CITY shall own and maintain all station facilities included in the PROJECT, except for the real property owned by Burlington Northern Santa Fe Railway (BSNF) that is used for railroad operations, including but not limited to rails, ties and ballast. Metrolink will maintain and operate facilities related to communications, ticket vending machines, changeable message signs and other railroad related equipment.

#### **ARTICLE 7. CHANGED CIRCUMSTANCES**

Each party shall promptly notify the other party in writing of any legal impediment, change of circumstance, pending litigation, or any other event, occurrence, or condition that may adversely affect such party's ability to carry out and perform any of the duties, services, and/or obligations under the Agreement.

## **ARTICLE 8. NO RIGHTS IN PUBLIC**

Nothing contained herein shall be deemed to create any rights in the general public, nor be deemed to be a gift or a dedication of any portion of any of the Subject Improvements to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

## **ARTICLE 9. SUCCESSORS**

Each of the terms and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.

## **ARTICLE 10. INTEGRATION**

This Agreement, including all exhibits attached hereto and incorporated herein by reference, supersedes all previous communications, transactions, and understandings, whether oral or written, and constitutes the sole and entire Agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to, these terms or conditions is binding on either party unless made in writing and signed by a duly authorized representative of both parties.

## **ARTICLE 11. INDEMNIFICATION**

Authority shall defend, indemnify and hold harmless the City, its officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of Authority, its officers, agents, or employees, in the performance of the Agreement, excepting acts or omissions directed by the City, its officers, agents, or employees, acting within the scope of their employment, for which the City agrees to defend and indemnify Authority in a like manner.

City shall defend, indemnify and hold harmless the Authority, its officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of the City, its officers, agents, or employees, in the performance of the Agreement, excepting acts or omissions directed by the Authority, its officers, agents, or employees, acting within the scope of their employment, for which the Authority agrees to defend and indemnify Authority in a like manner.

**ARTICLE 12. NO WAIVER**

No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.

**ARTICLE 13. THIRD PARTY BENEFICIARIES**

The terms of this Agreement are intended to confer benefits only on the parties to this Agreement. No rights of action shall accrue to any other persons or entities under this Agreement.

**ARTICLE 14. ASSIGNMENT**

Authority or City shall not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under this Agreement to any other person or entity without the prior written consent of the other party.

**ARTICLE 15. EXECUTION OF AGREEMENT**

The person(s) executing this Agreement hereby warrant and represent that the execution of this Agreement and the performance of the terms and conditions of this Agreement have been authorized by all requisite corporation, federal, state, municipal or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute, to bind said party, and to enter into this Agreement.

**ARTICLE 16. NOTICES**

Any notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by U.S. Mail, First Class, postage prepaid, return receipt requested, and addressed as follows:

**City:** Andrew R. Muth  
City of Placentia  
City Engineer  
401 East Chapman Avenue  
Placentia, CA 92870-3715

**Authority :** Darrell Johnson  
Orange County Transportation Authority  
Commuter Rail Manager

600 South Main St.  
P.O. Box 14184  
Orange, CA 92863

#### **ARTICLE 17. SEVERABILITY**

If any term or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 18. AMENDMENT**

No modification, amendment, addition to, deletion, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by both parties.

#### **ARTICLE 19. COUNTERPARTS**

This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form a single original document.

#### **ARTICLE 20. EXHIBITS**

This Agreement includes the following Exhibits, which are attached hereto and are incorporated herein by reference:

Exhibit "1"	Metrolink System Map
Exhibit "1A"	Vicinity Map
Exhibit "2"	Conceptual Plans

#### **ARTICLE 21. ENFORCEMENT**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement,

to obtain injunctive relief, a declaratory judgment or any other remedy consistent with the purposes of this Agreement.

**ARTICLE 22. VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

**Orange County Transportation Authority:**

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

Name:

Title:

APPROVED AS TO FORM:

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

Kennard R. Smart, Jr.  
AUTHORITY General Counsel

**CITY OF PLACENTIA:**

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

Name:

Title:

APPROVED AS TO FORM:

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

City Attorney

**Attachments:**

- Exhibit 1 Metrolink System map
- Exhibit 1A Vicinity Map
- Attachment 1 Scope of Services
- Attachment 2 Funding Sheet

# DRAFT

REQUEST FOR PROPOSALS (RFP) 7-1294

## Design Consulting Services for Placentia Metrolink Station



ORANGE COUNTY TRANSPORTATION AUTHORITY  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
(714) 560-6282 tele; (714) 560-5770 fax; [sholt@octa.net](mailto:sholt@octa.net)

### Key RFP Dates

Issued:	March 10, 2008
Pre-Proposal Conference:	March 17, 2008
Written Questions:	March 24, 2008
Proposal Due:	April 10, 2008
Interview Date:	April 28, 2008

## TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE FOR REQUEST FOR PROPOSALS	i
SECTION I. INSTRUCTIONS TO OFFERORS	1
SECTION II. PROPOSAL CONTENT	7
SECTION III. EVALUATION AND AWARD	13
A. EVALUATION CRITERIA	14
B. EVALUATION PROCEDURE	14
C. AWARD	15
D. NOTIFICATION OF AWARD AND DEBRIEFING	15
SECTION IV. AGREEMENT	16
SECTION V. SCOPE OF WORK	17
SECTION VI. PARTY AND PARTICIPANT DISCLOSURE FORMS	18
SECTION VII. STATUS OF PAST AND PRESENT CONTRACTS FORM	28





BOARD OF DIRECTORS

Chris Norby  
Chairman

Peter Buffa  
Vice Chairman

Jerry Amante  
Director

Patricia Bates  
Director

Art Brown  
Director

Bill Campbell  
Director

Carolyn V. Cavecche  
Director

Richard Dixon  
Director

Paul G. Glaab  
Director

Cathy Green  
Director

Allan Mansoor  
Director

John Moorlach  
Director

Janet Nguyen  
Director

Curt Pringle  
Director

Miguel Pulido  
Director

Mark Rosen  
Director

Gregory T. Winterbottom  
Director

Cindy Quon  
Governor's  
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy  
Chief Executive Officer

March 10, 2008

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
RFP 7-1294: "Design Consulting Services for Placentia  
Metrolink Station"**

Gentlemen/Ladies:

The Orange County Transportation Authority ("Authority") invites proposals from qualified consultants to prepare plans, specifications and estimates for a new Metrolink commuter rail station in the City of Placentia, California.

**Proposals must be submitted at or before 2:00 p.m. on April 10, 2008.**

Proposals delivered in person or by means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Susan A. Holt, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Susan A. Holt, Senior Contract Administrator**

Proposals, and amendments to proposals, received after the date and time specified above will be returned to the Offerors unopened.

Parties interested in obtaining a copy of this Request for Proposals (RFP) 7-1294 may do so by faxing their request to (714) 560-5792, e-mailing request to [rfp\\_ifb\\_Requests@octa.net](mailto:rfp_ifb_Requests@octa.net), or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 7-1294

All firms interested in doing business with the Authority are required to register their business on-line at CAMMNet, the Authority's interactive website. The website can be found at [www.octa.net](http://www.octa.net). From the site menu, click on CAMMNet to register.

To receive all further information regarding this RFP 7-1294, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Engineering – General
Professional Services	Engineering – Civil
Professional Services	Engineering – Traffic
Professional Services	Engineering – Right of Way
Professional Services	Engineering – Environmental
Professional Services	Engineering Drawings
Professional Consulting	Consultant Services - General
Professional Consulting	Consultant Services - Transit Planning
Professional Consulting	Consultant Services - Transportation Planning
Professional Consulting	Traffic Planning Consulting
Professional Consulting	Architectural & Engineering Design Consulting
Professional Consulting	Environmental Consulting

A pre-proposal conference will be held on March 17, 2008, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are encouraged to attend the pre-proposal conference.

Offerors are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No cost proposal or estimate of work hours is to be included in this phase of the RFP process.**

The Authority has established April 28, 2008 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

The Offeror will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. se9. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

Sincerely,

Susan A. Holt  
Senior Contract Administrator  
Capital Projects

Contracts Administration and Materials Management Note:  
Comments relative to this draft RFP should be submitted in writing no later than March 10, 2008 to Susan Holt, Senior Contract Administrator.

**SECTION I**  
**INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS****A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on March 17, 2008, at 2:00 p.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154. All prospective Offerors are strongly encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

**C. ENVIRONMENTAL IMPACT REPORTS MADE AVAILABLE FOR REVIEW**

Offerors are advised that the following Environmental Impact Reports, which are referenced in Section V, Scope of Work, will be made available for review at Authority's offices upon Offeror submitting a written email request to Susan Holt (sholt@octa.net). A date/time will be made available for prospective Offerors to be able to come view the following reports between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, upon written request. It is the responsibility of the Offeror to make the proper arrangements with the designated Contract Administrator, Susan Holt, in order to review the following reports:

- 1) *Westgate Metrolink Station Environmental Impact Report* (SCH NO. 2007011046) dated March 7, 2007, prepared by Crawford Multari & Clark Associates.
- 2) Updated Project Study Report, dated January 15, 2008, prepared by J. L. Patterson & Associates, Inc.

**D. ADDENDA**

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

**E. AUTHORITY CONTACT**

All questions and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Susan A. Holt, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street, P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5660, Fax: 714.560.5792, or E-Mail: sholt@octa.net

**F. CLARIFICATIONS**

**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2 below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMMNet under the commodity codes specified in this RFP.

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 2:00 p.m., March 24, 2008.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4<sup>th</sup> Floor, Orange, California.
  - (3) Facsimile: The Authority's fax number is (714) 560-5792.

- (4) E-Mail: Susan A. Holt, Senior Contract Administrator, e-mail address is [sholt@octa.net](mailto:sholt@octa.net).

**3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than March 31, 2008. Offerors may download responses from CAMM NET at [www.octa.net/cammnet](http://www.octa.net/cammnet), or request responses be sent via U.S. Mail by e-mailing or faxing the request to Susan A. Holt, Senior Contract Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Engineering – General
Professional Services	Engineering – Civil
Professional Services	Engineering – Traffic
Professional Services	Engineering – Right of Way
Professional Services	Engineering – Environmental
Professional Services	Engineering Drawings
Professional Consulting	Consultant Services - General
Professional Consulting	Consultant Services - Transit Planning
Professional Consulting	Consultant Services - Transportation Planning
Professional Consulting	Traffic Planning Consulting
Professional Consulting	Architectural & Engineering Design Consulting
Professional Consulting	Environmental Consulting

Inquiries received after 2:00 p.m. on March 24, 2008, will not be responded to.

**G. SUBMISSION OF PROPOSALS**

**1. Date and Time**

**Proposals must be submitted at or before 2:00 p.m. on April 10, 2008.**

Proposals received after the above specified date and time will not be accepted by the Authority and will be returned to the Offeror unopened.

**2. Address**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, 4th Floor  
Orange, California 92868  
Attention: Susan A. Holt, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Susan A. Holt, Senior Contract Administrator**

Firms must obtain a Visitor Badge from the Receptionist in the lobby of the 600 Building before delivering any information to the CAMM Department.

**3. Identification of Proposals**

Offeror shall submit an **original and 7 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"RFP 7-1294: Design Consulting Services for Placentia Metrolink Station"**

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the Authority are public information and must be made available to any person upon request.



- e. Submitted proposals are not to be copyrighted.

**H. PRE-CONTRACTUAL EXPENSES**

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**I. JOINT OFFERS**

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**J. TAXES**

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

**K. PROTEST PROCEDURES**

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

**L. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work included in this RFP as Section V.

**M. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

**SECTION II**  
**PROPOSAL CONTENT**

**SECTION II. PROPOSAL CONTENT AND FORMS**

**A. PROPOSAL FORMAT AND CONTENT**

**1. Presentation**

Proposals shall be typed, with 12 pt font, double spaced and submitted on 8 1/2 x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

**2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Susan A. Holt, Senior Contract Administrator, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

### 3. Technical Proposal

#### a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; Demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the Authority or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. The Authority does not have a policy for debarring or disqualifying firms.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as

related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for project identified in the Scope of Work.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Work Plan**

Offeror shall provide a narrative that addresses the Scope of Work and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- (3) Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered during this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

**d. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Section IV. Proposed Agreement.

**4. Cost and Price Proposal**

Offerors are asked to submit only the technical qualifications as requested in this RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

**5. Appendices**

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

**B. CAMPAIGN CONTRIBUTION FORMS****Party and Participant Disclosure Forms**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal. The form entitled "Party Disclosure Form" must be completed by the prime contractor and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime contractor in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection, which is currently scheduled for **June 23, 2008**. Therefore, the prime Consultant, subcontractors and agents will be required to report all Campaign Contributions from the date of proposal submittal up and until the Board takes action.

**C. STATUS OF PAST AND PRESENT CONTRACTS FORM**

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicated the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it should be included in only the **original** proposal.



**SECTION III**  
**EVALUATION AND AWARD**

### SECTION III. EVALUATION AND AWARD

#### A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

**1. Qualifications of the Firm** **25 %**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

**2. Staffing and Project Organization** **35 %**

Qualifications of "Key personnel", especially the Project Manager, including their relevant past experience. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel; and licensed Project Engineer.

**3. Work Plan** **40 %**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

#### B. EVALUATION PROCEDURE

An Evaluation Committee will be appointed to review all proposals received. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals. Each member of the Evaluation Committee will then evaluate each proposal using the criteria identified in Section III. A. to arrive at a "proposal score" for each proposal. Based on the proposal scores, a list of Offerors within a competitive range will be developed based upon the totals of each committee member's score for each proposal.

The Authority has established **April 28, 2008** as the date to conduct interviews. All prospective Offerors will be asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the Offeror's proposal and

qualifications.

At the conclusion of the evaluation process, the evaluation committee will rank proposals and will recommend the highest ranking Offeror(s) to the appropriate Board Committee. The Board Committee(s) will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

**C. AWARD**

In conjunction with its action of selecting a firm, the Authority's Board of Directors will authorize staff to request a cost proposal from the selected Offeror(s) and to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with selected Offeror(s) if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved. The selected Offeror(s) may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Offeror(s) may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission of the BAFO will be stipulated.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. The selected Offeror(s) may be required to submit to an audit of its financial records to confirm its financial stability and its accounting system.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror(s) awarded a contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the Authority within three (3) days of notification of the award of contract.

**SECTION IV**  
**PROPOSED AGREEMENT**

**PROPOSED AGREEMENT NO. C-7-1294**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

\_\_\_\_\_  
**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008,  
by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,  
Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as  
"AUTHORITY"), and , \_\_\_\_\_, \_\_\_\_\_,  
(hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide plans,  
specifications and estimates for a new Metrolink commuter rail station in the City of Placentia,  
California; and

**WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

**WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,  
and is capable of performing such services; and

**WHEREAS**, CONSULTANT wishes to perform these services; and

**WHEREAS**, AUTHORITY's Board of Directors has reviewed and approved the selection of  
CONSULTANT on June 23, 2008;

**NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT  
as follows:

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including all exhibits and documents incorporated herein and made  
applicable by reference, constitutes the complete and exclusive statement of the term(s) and  
condition(s) of the agreement between AUTHORITY and CONSULTANT and it supersedes all prior

1 representations, understandings and communications. The invalidity in whole or in part of any term or  
2 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

3 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's  
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
5 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
6 condition(s) and CONSULTANT's obligation in respect thereto shall continue in full force and effect.  
7 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
8 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 2. AUTHORITY DESIGNEE**

11 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and  
12 exercise any of the rights of AUTHORITY as set forth in this Agreement.

13 **ARTICLE 3. SCOPE OF WORK**

14 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to  
15 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this  
16 reference, incorporated in and made a part of this Agreement. All services shall be provided at the  
17 times and places designated by AUTHORITY.

18 B. CONSULTANT shall provide the personnel listed below to perform the above-specified  
19 services, which persons are hereby designated as key personnel under this Agreement.

20 **Names** **Functions**

21  
22  
23  
24  
25  
26

1 C. No person named in paragraph B of this Article, or his/her successor approved by  
2 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function  
3 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.  
4 Should the services of any key person become no longer available to CONSULTANT, the resume and  
5 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
6 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key  
7 person, unless CONSULTANT is not provided with such notice by the departing employee.  
8 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these  
9 qualifications concerning acceptance of the candidate for replacement.

10 **ARTICLE 4. TERM OF AGREEMENT**

11 This Agreement shall commence upon execution by both parties, and shall continue in full force  
12 and effect through June 30, 2011, unless earlier terminated or extended as provided in this Agreement.

13 **ARTICLE 5. PAYMENT**

14 A. For CONSULTANT's full and complete performance of its obligations under this Agreement  
15 and subject to the maximum cumulative payment obligation provisions set forth in E.6, AUTHORITY  
16 shall pay CONSULTANT on a firm fixed price basis in accordance with the following provisions.

17 B. The following schedule shall establish the firm fixed payment to CONSULTANT by  
18 AUTHORITY for each work task set forth in the Scope of Work.

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
PHASE I	Platform, Third Track, and all other Placentia Metrolink Station improvements stated in C-7-1294 Scope of Work	\$ .00
PHASE II	500 Space Parking Structure and Pedestrian Access Facility	\$ .00
<b>TOTAL FIRM FIXED PRICE PAYMENT</b>		<b>\$ .00</b>

24 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding  
25 to the work actually completed by CONSULTANT. Percentage of work completed shall be documented  
26 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice

1 submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be  
2 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY  
3 may decline to make full payment for any task listed in paragraph B of this Article until such time as  
4 CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully  
5 completed all work required under the task. AUTHORITY's payment in full for any task completed shall  
6 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final  
7 acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

8 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations  
9 under this Agreement, AUTHORITY shall retain five percent (5%) of the amount of each invoice  
10 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and  
11 shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless  
12 AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement.  
13 If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar  
14 days of completion of such audit in an amount reflecting any adjustment required by such audit.

15 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
16 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the  
17 monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment  
18 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include  
19 the following information:

- 20 1. Agreement No. C-7-1294;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount); and  
24 retention;
- 25 5. Monthly Progress Report;
- 26 6. Certification signed by the CONSULTANT or his/her designated alternate that a)



1 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The  
2 invoice is a true, complete and correct statement of reimbursable costs; c) The backup information  
3 included with the invoice is true, complete and correct in all material respects; d) All payments due and  
4 owing to subcontractors and suppliers have been made; e) Timely payments will be made to  
5 subcontractors and suppliers from the proceeds of the payments covered by the certification and; f) The  
6 invoice does not include any amount which CONSULTANT intends to withhold or retain from a  
7 subcontractor or supplier unless so identified on the invoice.

8 7. Any other information as agreed or requested by AUTHORITY to substantiate the  
9 validity of an invoice.

10 **ARTICLE 6. MAXIMUM OBLIGATION**

11 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
12 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including  
13 obligation for CONSULTANT's profit) shall be \_\_\_\_\_ Dollars (\$\_\_\_\_.00) which shall  
14 include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising  
15 from, or due to termination of, this Agreement.

16 **ARTICLE 7. NOTICES**

17 All notices hereunder and communications regarding the interpretation of the terms of this  
18 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing  
19 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid  
20 and addressed as follows:

21 /  
22 /  
23 /  
24 /  
25 /  
26 /

1 /

2 To CONSULTANT:

To AUTHORITY:

3 Orange County Transportation Authority

4 550 South Main Street

5 P.O. Box 14184

6 Orange, CA 92863-1584

7 ATTENTION:

ATTENTION: Susan A. Holt

8 Senior Contract Administrator

9 () – tele; () - fax;

(714) 560 – 5660 tele; (714) 560-5792 fax;

10 email:

email: sholt@octa.net

11 **ARTICLE 8. INDEPENDENT CONTRACTOR**

12 CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an  
13 independent contractor. CONSULTANT's personnel performing services under this Agreement shall at  
14 all times be under CONSULTANT's exclusive direction and control and shall be employees of  
15 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and  
16 other amounts due its employees in connection with this Agreement and shall be responsible for all  
17 reports and obligations respecting them, such as social security, income tax withholding, unemployment  
18 compensation, workers' compensation and similar matters.

19 **ARTICLE 9. INSURANCE**

20 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this  
21 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions.  
22 CONSULTANT shall provide the following insurance coverage:

23 1. Commercial General Liability, to include Products/Completed Operations,  
24 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of  
25 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

26 2. Automobile Liability Insurance to include owned, hired and non-owned autos

1 with a combined single limit of \$1,000,000.00 each accident;

2 3. Workers' Compensation with limits as required by the State of California including a  
3 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

4 4. Employers' Liability with minimum limits of \$1,000,000.00; and

5 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

6 B. Proof of such coverage, in the form of an insurance company issued policy endorsement  
7 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of  
8 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days  
9 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and  
10 agents designated as additional insured on the general and automobile liability. Such insurance shall  
11 be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

12 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement  
13 Number C-7-1294; and, the Contract Administrator's Name, Susan A. Holt, Senior Contract  
14 Administrator.

15 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors  
16 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this  
17 Agreement.

18 **ARTICLE 10. ORDER OF PRECEDENCE**

19 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
20 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 7-  
21 1294; (3) CONSULTANT's technical proposal dated April 10, 2008; (4) CONSULTANT's cost proposal  
22 dated \_\_\_\_\_, 2008; and (5) all other documents, if any, cited herein or incorporated by  
23 reference.

24 /

25 /

26 /

1 /  
2 **ARTICLE 11. CHANGES**

3 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or  
4 make changes in the general scope of this Agreement, including, but not limited to, the services  
5 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work  
6 suspension or change causes an increase or decrease in the price of this Agreement, or in the time  
7 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its  
8 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and  
9 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse  
10 CONSULTANT from proceeding immediately with the agreement as changed.

11 **ARTICLE 12. DISPUTES**

12 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact  
13 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by  
14 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall  
15 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The  
16 decision of the Director, CAMM, shall be final and conclusive.

17 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact  
18 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by  
19 such official or his representative or board is alleged, provided, however, that any such decision shall  
20 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous  
21 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any  
22 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and  
23 to offer evidence in support of its appeal.

24 C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with  
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
26 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with

1 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final  
2 the decision of any AUTHORITY official or representative on a question of law, which questions shall be  
3 settled in accordance with the laws of the state of California.

4 **ARTICLE 13. TERMINATION**

5 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or  
6 part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay  
7 CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined  
8 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT  
9 shall have no further claims against AUTHORITY under this Agreement.

10 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state  
11 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT  
12 makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates  
13 any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar  
14 days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for any and all  
15 reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to,  
16 procurement costs of the same or similar services defaulted by CONSULTANT under this Agreement.

17 **ARTICLE 14. INDEMNIFICATION**

18 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,  
19 employees and agents from and against any and all claims (including attorneys' fees and reasonable  
20 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage  
21 to or loss of use of property caused by the negligent acts, omissions or willful misconduct by  
22 CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection  
23 with or arising out of the performance of this Agreement.

24 /

25 /

26 /

1 /  
2 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

3 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by  
4 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be  
5 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by  
6 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all  
7 terms and conditions of this Agreement.

8 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of  
9 Work to the parties identified below for the functions described in CONSULTANT's proposal.  
10 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not  
11 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the  
12 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,  
13 employees or sureties for nonpayment by CONSULTANT.

14 **Subcontractor Name/Addresses**

**Subcontractor Amounts**

15 \$ \_\_\_\_\_ .00

16 \$ \_\_\_\_\_ .00

17 \$ \_\_\_\_\_ .00

18 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

19 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to  
20 CONSULTANT's accounting books, records, payroll documents and facilities as AUTHORITY deems  
21 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance  
22 with generally accepted accounting principles and shall clearly identify and make such items readily  
23 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)  
24 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records  
25 directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15  
26 of this Agreement. Consultant shall permit any of the foregoing parties to reproduce documents by any

1 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

2 **ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS**

3 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all  
4 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and  
5 regulations promulgated thereunder.

6 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

7 In connection with its performance under this Agreement, CONSULTANT shall not discriminate  
8 against any employee or applicant for employment because of race, religion, color, sex, age or national  
9 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that  
10 employees are treated during their employment, without regard to their race, religion, color, sex, age or  
11 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,  
12 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other  
13 forms of compensation; and selection for training, including apprenticeship.

14 **ARTICLE 19. PROHIBITED INTERESTS**

15 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or  
16 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any  
17 interest, direct or indirect, in this Agreement or the proceeds thereof.

18 **ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS**

19 A. The originals of all letters, documents, reports and other products and data produced under  
20 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made  
21 for CONSULTANT's records but shall not be furnished to others without written authorization from  
22 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein  
23 shall be retained by AUTHORITY.

24 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
25 descriptions, and all other written information submitted to CONSULTANT in connection with the  
26 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any

1 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
2 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding  
3 such material. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or  
4 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not  
5 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in  
6 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the  
7 express written consent of AUTHORITY.

8 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be  
9 released by CONSULTANT to any other person or agency except after prior written approval by  
10 AUTHORITY, except as necessary for the performance of services under this Agreement. All press  
11 releases, including graphic display information to be published in newspapers, magazines, etc., are to  
12 be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

13 **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

14 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright  
15 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any  
16 claim or suit against AUTHORITY on account of any allegation that any item furnished under this  
17 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes  
18 upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and  
19 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in  
20 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense  
21 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim  
22 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form  
23 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in  
24 combination with other material not provided by CONSULTANT when such use in combination infringes  
25 upon an existing U.S. letters patent or copyright.

26 /



1 /

2 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all  
3 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY  
4 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to  
5 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at  
6 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,  
7 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell  
8 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and  
9 copyright indemnity thereto.

10 **ARTICLE 22. FINISHED AND PRELIMINARY DATA**

11 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
12 photographs, tapes, software, software design documents, including without limitation source code,  
13 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
14 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
15 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary  
16 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it  
17 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said  
18 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

19 B. It is expressly understood that any title to preliminary technical data is not passed to  
20 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,  
21 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the  
22 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
23 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
24 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be  
25 negotiated for all preliminary data.

26 /

1 /  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15 /  
16 /  
17 /  
18 /  
19 /  
20 /  
21 /  
22 /  
23 /  
24 /  
25 /  
26 /

**ARTICLE 23. ALCOHOL AND DRUG POLICY**

AUTHORITY and CONSULTANT shall provide under this Agreement, a safe and healthy work environment free from the influence of alcohol and drugs. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

**ARTICLE 24. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

This Agreement shall be made effective upon execution by both parties.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

/

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-1294 to be executed on the date first above written.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_

Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

Kennard R. Smart, Jr.  
General Counsel

APPROVED:

By \_\_\_\_\_

Kia Mortazavi  
Executive Director, Development

**SECTION V**  
**SCOPE OF WORK**

## SCOPE OF WORK

### City of Placentia Metrolink Station

This scope of services describes work elements necessary to prepare plans, specifications and estimates for a new Metrolink commuter rail station in the City of Placentia, California. The new station will be located along the San Bernardino Subdivision of the BNSF Railway. The desired services shall be provided by what is herein referred to as the "design consultant." The design consultant in the course of this consulting relationship will work directly for the Orange County Transportation Authority (OCTA) which is serving in the administrative and management role for the delivery of the design phase of this project. *The project components are expected to be delivered in two phases in which the parking structure and ultimate pedestrian access improvements constitute the Phase 2 improvements. All Phase 1 improvements shall be designed with consideration and provisions to include the Phase 2 components.* The major project components to be designed by the design consultant include the following:

- Commuter Rail Platforms
- Platform canopies, seating areas, and lighting
- Station Restroom Facilities
- Metrolink Communication System
- Video Surveillance System
- Railroad Sub-ballast Preparation
- Third Track and railroad signal modifications (up to 30% design only)
- Pedestrian Access Plan and Walkway Design (ADA Compliant)
- Transit Access Plan (including pick-up and drop-off area)
- Melrose Bridge Widening
- Arterial improvements and/or realignments (as warranted)
- Grading and Drainage
- Utility Relocations
- Initial Surface Parking Area(s) – minimum 300 spaces, target of 450 spaces
- Landscaping and Irrigation
- Traffic Signage and Striping
- Station Signage (identity, directional, way finding, on-site and off-site)
- Mitigation Measure described in the Final Environmental Impact Report
- 500 space Parking Structure (**Phase 2 improvement**)
- Pedestrian Access Plans, as necessary (**Phase 2 improvement**)

The design consultant shall be responsible for obtaining and ensuring compliance with all applicable design guidelines and/or standards from the following:

- City of Placentia
- County of Orange
- BNSF Railway (BNSF)
- Southern California Regional Rail Authority/Metrolink (SCRRA)
- State Architect (for architectural plans)
- California Public Utilities Commission General Orders
- California and Federal Occupational Safety and Health Administration (OSHA)
- American Railway Engineering and Maintenance of Way Association (AREMA)

- American Association of State Highway and Transportation Officials (AASHTO)

### **Project Background**

The proposed Metrolink project site is located in the City of Placentia, east of the SR-57 Freeway, north of Orangethorpe Avenue at the northeast corner of Melrose Avenue and Crowther Avenue. The project site, identified in the environmental document, is approximately 4.75 acres. The project will provide a commuter rail station that meets current and future transit demand. The project is expected to foster train ridership growth in the region. The station is a key component of transit-oriented development envisioned in the Westgate Specific Plan for the City of Placentia. The Metrolink station project will generally include street improvements, railroad track improvements, pedestrian improvements, new rail platforms, and parking facilities. A full description of the project can be found in the *Westgate Metrolink Station Environmental Impact Report* (SCH NO. 2007011046) dated March 7, 2007; prepared by Crawford Multari & Clark Associates. In addition, an updated Project Study Report, dated January 15, 2008, was prepared by J. L. Patterson & Associates, Inc. and provides new assumptions with regard to parking facilities.

The Scope of Work for the design phase of this project shall include the following tasks:

### **Task 1 – Administration and Management**

- 1.1 **Project Management Plan:** The design consultant shall provide a detailed plan for project management, including coordination strategies with appropriate agencies to ensure timely completion of the Plans Specifications and Estimates (PS&E) package. This plan will include an estimated schedule that identifies completion of key project milestones and a breakdown of estimated hours allocated for each task and subtask.
- 1.2 **Quality Control/Quality Assurance Plan:** The design consultant will be required to submit a quality control/quality assurance plan for this project within 30 calendar days of receipt of a notice to proceed. The plan shall be developed in accordance with the Orange County Transportation Authority's (OCTA) established minimum QA/QC requirements. In addition to OCTA staff, City of Placentia staff, consultants and affected third parties may be requested to review deliverables submitted by the design consultant during the course of the project. However, in no way shall review by these parties relieve the design consultant of maintaining internal quality control and quality assurance in accordance with OCTA standards and procedures.
- 1.3 **Monthly Progress Status Reports and Schedule Updates:** The design consultant shall prepare and submit monthly progress reports to the OCTA Project Manager that include updates on key milestone delivery, an updated project schedule, and percent complete detail for each task, particularly those worked on during the reporting period.
- 1.4 **Project Development Team (PDT) meetings:** The design consultant shall attend monthly PDT meetings. The design consultant will prepare meeting notes on design related issues discussed, including notations for any specific or directed follow-up action items.

**Deliverables** (One hard copy and an electronic PDF version of each):

- Project Management Plan
- Quality Control/Quality Assurance Plan
- Monthly Progress Reports
- PDT meeting notes on design action items

### **Task 2 – Baseline Analysis**

- 2.1 **Field Review of Project Site:** Upon issuance of a notice to proceed (NTP), the design consultant shall conduct a project site visit followed up with preparation of a Site Visit Report that will include photos and descriptions detailing existing conditions and site observations.
- 2.2 **Data Collection and Review of Existing Information:** Design consultant will collect and review existing data and information relevant to this project, project location, and railroad segment. Upon completion of this review but not later than 90 days after NTP, the design consultant will prepare and submit to the OCTA Project Manager a request for additional data if needed. Potential sources for



existing data include the City of Placentia, County of Orange Resources and Development Management Department, Orange County Sanitation District (OCSD), Orange County Water District (OCWD), OCTA, Caltrans, SCRRA, and the BNSF.

- 2.3 **Environmental Documentation/Concept Review:** The design consultant shall review the station concepts evaluated in the environmental impact report certified for the project. The concept plans address station/platforms location, Melrose bridge widening, surface parking, structure parking, pedestrian circulation and access including a pedestrian bridge, vehicular access, and track improvements. The design consultant shall incorporate all mitigation identified in the final environmental document as applicable to the final design phase of the project. The design consultant will provide written recommendations to the OCTA Project Manager for any modifications to the current project concept and/or mitigation measures that are deemed necessary, within 60 days of NTP. The design consultant recommendations will be reviewed by the OCTA and City of Placentia jointly, and appropriate direction shall be provided to the design consultant by the OCTA Project Manager.

**Deliverables** (Five hard copies and an electronic PDF version):

- Site Visit Report

### **Task 3 – Agency Coordination**

- 3.1 **Local Agencies:** The PS&E shall be developed in coordination with the City of Placentia. Adherence to local standards will be required where applicable. All communications with City of Placentia staff on design requirements and/or interpretation of standards shall be documented and submitted to the City for written concurrence.
- 3.2 **BNSF and Metrolink Railroads:** The design consultant will be required to maintain coordination and communication with the BNSF and SCRRA in addressing issues involving access to the railroad right of way, permits, safety considerations and training, design standards and practices, and other items of concern that arise during the design process. All communications with BNSF or SCRRA on questionable design requirements and/or interpretation of standards shall be documented and submitted to the agencies for written concurrence.
- 3.3 **Utilities:** The design consultant will be responsible for collecting and verifying the existing conditions (“As-Builts”) collected from the various owners. The design consultant will coordinate the relocation needs of utility owners whose utility requires relocation. Utility relocation plans shall be included as part of the PS&E package and will identify specific utility work, if any, to be included in the construction scope of work. All communications with utility owners on questionable design requirements, interpretation of standards, and/or other relocations needs shall be documented and submitted to the owners for written concurrence.
- 3.4 **Meetings and correspondence:** In addition to regular monthly PDT meetings, the design consultant may be required to attend issue specific coordination meetings, as necessary (estimate up to 10 meetings), with the various agencies involved in this project.

- 3.5 **Presentations and Visuals:** OCTA, city staff and the project management team will lead community outreach activities; however, technical support and visual displays will be required to support these activities. The design consultant will provide presentation materials, mapping and/or visual aids (such as artist renderings, colored elevations, perspective drawings and/or 3-D computer simulations of the station and other project components) as needed for presentations. Types of presentations include OCTA Board, City Council, Commissions, community groups and/or public at-large meetings. At a minimum, preliminary concepts developed at the Concept Drawings stage will be presented to the following groups for input:
- One City of Placentia City Council Study Session
  - One City of Placentia Historic Committee
  - One City of Placentia Planning Commission
  - One City of Placentia Traffic Safety Commission
  - Two Community Workshops

#### **Task 4 – Initial Engineering Studies**

- 4.1 **Topographic Surveys:** The design consultant will be responsible for obtaining and verifying the required topographic survey necessary for this project. *It is noted that railroad survey data may be tied to a different coordinate system and must be reconciled by the design consultant as appropriate.* The design consultant will produce and provide 24" x 36" survey drawing(s) to include but not limited to at least two permanent Orange County benchmarks per the Orange County Surveyor's Office, existing right-of-ways, property lines, centerline stationing, point numbers, North & East coordinates, and elevations; and a TIN or DTM file. All survey data and TIN/DTM will be given to the City in hard copy and digital format, on separate sheets from the PS&E design plans.
- 4.1.1 The design consultant will prepare topographic mapping and perform design surveys in U.S. Customary Units at 1"=40' scale and 1 foot contours. All existing features will be shown, including but not limited to the railroad, roadways, pavement markers/stripping, curb and gutter, buildings, bridge structure limits, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets and any other visible features.
- 4.1.2 The design consultant shall verify the physical existence of Monumented Control Points and, if necessary, re-establish such Control Points. The design consultant will perform detailed field surveys of existing street and drainage features. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. The design consultant will verify survey results and then transmit them in AutoCAD format, along with ASCII point and station-offset files of all field survey ties. The design consultant will survey Geotechnical Boring locations to verify these locations.
- 4.2 **Geotechnical and Geophysical (HazMat) Investigations:** The design consultant will be responsible for obtaining geotechnical and hazmat data for the areas involved and required for design of footings and embankments. The design consultant will prepare and submit a geotechnical review and exploration plan for

review. The design consultant will obtain all necessary right-of-entry permits prior to exploration. The design consultant will conduct subsurface investigation, analyze the results, and present them in the Geotechnical Design Report. The design consultant will prepare a Preliminary Foundation Report. This report shall include a summary of the exploration program, description of the site geotechnical issues, and recommendations for foundation design and construction including retaining walls, if appropriate.

- 4.3 **Traffic Management Plan:** The design consultant will develop a traffic management plan that addresses traffic detours and traffic operations during the construction phase. The plan shall be prepared in accordance with City of Placentia's requirements. Traffic studies conducted as part of the final environmental document process should be reviewed in advance of developing the plan to ensure that any specified mitigation is incorporated.
- 4.4 **Drainage Evaluation:** The design consultant will prepare a preliminary drainage report of the existing and proposed drainage systems within the project area to include the peak Q100, Q25, & Q10-year storm durations based upon the 1986 Revision & 1996 Addendum to the Orange County Hydrology Manual. The design consultant will conduct an evaluation of on-site and off-site drainage flows tributary to the project area and identify short-comings or deficiencies of the existing systems. The design consultant will analyze proposed flows to determine impacts to the downstream systems. If existing downstream systems are found to be deficient, or the project makes the systems become deficient, appropriate mitigation measures will be presented by the design consultant. The preliminary drainage report shall be in conformance with the certified environmental document for the project.

**Deliverables** (Five hard copies and an electronic PFD version of each):

- Topographic mapping – hard copy and digital format
- Survey data – binder and ASCII electronic format
- Geotechnical exploration plan
- Geotechnical Design Report
- Preliminary Foundation Report
- Hazardous Materials Report
- Traffic Management Plan
- Drainage Report

**Task 5 – Preliminary Plans, Specifications & Estimates (2 submittals; Concept Drawings, and 30%)**

- 5.1 **Preliminary Roadway Layout Plans:** The design consultant will prepare preliminary roadway plans at 1" = 40' horizontally and 1" = 1' vertically, indicating all roadway modifications necessary for this project. These plans will show existing right of way boundaries and any additional right of way required for ingress/egress, road widening, utilities and temporary construction easements required for utility relocation and/or by the construction contractor.
- 5.2 **Melrose Bridge Widening:** The design consultant will develop plans for widening the Melrose bridge structure to accommodate three tracks and the northern and southern station platforms. The design shall be produced in compliance with applicable guidelines and standards of Caltrans Department of

Structures, AREMA, AASHTO, and California Public Utilities Commission. The bridge is owned and maintained by the BNSF and all criteria set forth by the BNSF must be incorporated into the design. The existing bridge is assumed to be wide enough to accommodate three tracks. With regard to the platforms, the design must incorporate SCRRRA criteria for new station design (see 5.3 below). Particular attention to constructability of the bridge widening and platform construction must be incorporated into this design effort. All local, state and federal guidelines must be followed and incorporated into the design where applicable.

- 5.3 **Station Platform Design:** Two 850' platforms shall be designed. One to be located on the north side of the tracks and one to be located on the south side of the tracks. No boarding and alighting will occur at the middle track. The station platforms shall be designed in accordance with applicable SCRRRA standards. Consideration shall be given in the design to achieving optimal operational efficiencies including boarding and alighting, ADA accessibility. The platform design will include consideration of canopies, seating areas, way finding displays, ticketing machines and other rider facilities/amenities. The design shall be developed with careful consideration of safety and security of both the facility and patrons. The design consultant shall reference available Crime Prevention Through Environmental Design (CPTED) guidelines and Federal Transit Administration (FTA) security requirements and guidelines. All plan review shall include submittals to SCRRRA, OCTA and the City of Placentia Public Safety Department. Seating areas should be located on the platform as far from the rails as possible in order to keep riders away from the tracks, and thereby possibly reduce the need for train operators to sound horns. Access ramps to the platforms to provide access from parking areas and sidewalks shall be incorporated into the design.
- 5.4 **Third Track Design:** The design consultant will develop Concept plans and 30% design plans for the addition of a third track within the existing railroad right of way. The third track shall be the minimum length necessary to allow for approaching passenger trains to pull off the main line tracks for boarding and alighting at either the northern or southern platform and allow also allow for train passing. Track, ballast, signals, switches, signs, communication and all other pertinent railroad components shall be designed in accordance with BNSF Railway standards. The track design work, particularly approaches to the station, must consider that no boarding or alighting will occur on the middle track. The design consultant must submit evidence with their design proposal that substantiates that the assigned track designer has appropriate and sufficient experience working with a Class 1 railroad, and familiarity with BNSF practices, to complete the design in a timely and efficient fashion. Furthermore, the design consultant will be required to complete BNSF ROE and must complete and comply with Contractororientation.com and eRAILSAFE programs. The design consultant will only take the plans to the 30% preliminary design level; BNSF will take the design of the track and signal improvements to the final stage.
- 5.5 **Grading and Drainage Plans:** Preliminary grading and drainage plans will be prepared at a scale of 1" = 40' horizontally and 1" = 1' vertically.

- 5.6 **Utility Plans:** The preliminary utility plans will be prepared at a scale of 1" = 40' horizontally and 1" = 1' vertically. The plans will show all existing utilities, utility relocations, and indicate responsible party for relocation.
- 5.7 **Surface Parking Plan for a Target of 450 Spaces (minimum of 300 Spaces):** The City has identified multiple parcels in the vicinity that may be used for surface parking lots. The design consultant shall confirm the preferred site(s) can be used to achieve a target of 450 interim parking spaces (minimum 300 spaces) prior to preparation of the Concept Drawings. Refer to J. L. Patterson & Associates, Inc. updated Project Study Report dated January 15, 2008 for details. Parking lot lighting will be required and shall be designed as permanent infrastructure. Lighting shall comply with applicable local standards for all surface parking lots.
- 5.8 **Pedestrian Access Plan and Walkway Design (Phase 1):** ADA compliant pedestrian access to, from, within and "**between**" (*as an interim condition prior to implementation of the ultimate pedestrian access component(s)*) the station platforms is required. The design consultant shall prepare a pedestrian circulation plan indicating how all accessibility requirements will be met, including access to any off-site interim surface parking lots. The circulation plan shall provide sufficient detail to demonstrate that consideration has been given to future Phase 2 site improvements.
- 5.9 **Aesthetic Concept:** The station is located in a historic section of Placentia. The aesthetic elements of the station, platforms, parking structure, and pedestrian bridge will consider the existing/historical architectural style of the area and will be designed to blend with the adjacent structures that will remain. The design consultant shall comply with applicable cultural resource mitigation identified, in the final environmental document for the project, as necessary to maintain the desired historic aesthetic.
- 5.10 **Landscaping and Irrigation Plans:** The design consultant will develop landscape and irrigation plans for the project. The plans shall be developed in accordance with established City requirements, railroad requirements when applicable, and mitigation identified in the final environmental document for the project.
- 5.11 **Signage:** The design consultant shall develop a sign program in accordance with applicable City standards for the project. The sign program shall consider both on-site and off-site directional signage that will facilitate convenient access to and within the project site. Provisions for identity signage that recognizes the City of Placentia, as well as Metrolink and OCTA as the principal commuter transit service providers will be incorporated in the program. Signage shall be designed with consideration of objective identified in 5.9 above. To the greatest extent possible the signage design should also consider a system wide perspective of signage already existing and/or being modified at other Metrolink stations throughout the County in order to facilitate a familiarity to Metrolink patrons at each station.
- 5.12 **Video Surveillance Plans:** A preliminary video surveillance system (VSS) concept for Metrolink stations has been developed for the OCTA. The design consultant shall consult the available concept plans in preparing a VSS design

for this new station. The design will require coordination with both the local police department and OCTA/Metrolink security staff. The system design shall consider project equipment and infrastructure components (i.e. conduits, equipment room(s)) separately such that the infrastructure components for the system could be installed as a first phase of construction, and installation of VSS equipment could be installed as a later phase, depending on funding availability.

- 5.13 **Multi-modal/Transit Access Plan:** The new station is expected to be served by OCTA buses and/or future feeder-distributor shuttle operations. In addition, convenient bicycle and pedestrian access should be considered in the design. Specific consideration shall be given in the design to ensure convenient connections to exiting OCTA Route 24, Route 53, as well as any identified alternative new route. Drop-off and pick-up areas should be convenient to boarding and alighting near the station platform while maintaining an efficient vehicular flow throughout the site and parking areas. Site planning shall consider opportunity for up to twenty (20) bicycle lockers and twenty (20) space bicycle rack(s) within the station site. Consideration will also be given to maintaining, modifying or replacing these features with the construction of the parking structure and pedestrian bridge components.
- 5.14 **Construction Staging Plans:** The design consultant will develop a preliminary stage construction plan that minimizes construction impacts on the railroads, local traffic, business and residences. Preparation of the plan will be coordinated with the affected agencies and jurisdictions. Any recommended street closures or detours shall be identified.
- 5.15 **Demolition Plans:** The design consultant shall prepare demolition plans, in accordance with applicable City, State and Federal standards, and mitigation set forth in the final environmental document, for any structures that must be removed to accommodate the project components.
- 5.16 **Lighting Plans:** The design consultant shall prepare pedestrian walkway lighting plans, station/platform lighting plans, and details. The plans and details shall be prepared in accordance with applicable local agency and railroad requirements.
- 5.17 **Right of Way Acquisitions:** The design consultant will prepare right-of-way plans and legal descriptions for each acquisition. Separate plans will be prepared for permanent acquisitions, temporary construction easements, utility easements, and other rights of entry.

The design consultant will prepare and deliver accurate and reliable right-of-way cost estimates of the property values based on individual units and not "clusters" of units. Cost estimates will be done only after there is a thorough understanding of the real estate market in the project area. Cost estimates will be done in accordance with the following:

- A fully qualified, experienced cost estimator will complete cost estimates.
- Full, partial takes and easements will be identified and cost estimates will be provided.
- Severance damages will be identified and cost estimates provided.
- Potential displaced businesses and residential occupants will be identified and cost estimates will be provided.
- Cost estimates will be provided for title and escrow services.

- Cost estimates will be provided for utility relocations and displacement rights.
  - Cost estimates will be provided for loss of business goodwill.
- 5.18 **Cost Estimates:** The design consultant will develop and submit preliminary construction cost estimates with each plan submittal (i.e. Concept Plan, 30%, 60%, 90% and 100%). Unit prices and quantities will be prepared in accordance with OCTA and/or City of Placentia standards.
- 5.19 **Specifications:** The design consultant shall develop technical specifications in either CSI, Caltrans, or Greenbook format as applicable. ***Specific clarification to be provided to design consultant at commencement of work.***
- 5.20 **Ultimate Pedestrian Access Plans (Phase 2 Improvement(s)):** The design consultant will develop “preliminary” design plans for ultimate pedestrian access that provides convenient and safe access to both platforms from points north of the tracks as well as from the parking structure. Options to be considered include use of/modifications to existing pedestrian infrastructure, new undercrossing or bridge. The pedestrian access component(s) shall be designed as stand alone component(s) that can be implemented as a subsequent project phase, depending on available funding. All criteria set forth by the BNSF must be incorporated into the design. The design must also incorporate SCRRR criteria for new station design. Particular attention shall be given during design to constructability while maintaining railroad operations throughout the construction phase. All local, state and federal guidelines must be followed and incorporated into the design where applicable.
- 5.21 **Parking Structure Plans (Phase 2 Improvement):** The design consultant will prepare “preliminary” design plans only for a 500-space parking structure. The structure is generally to be located south of the BNSF Railway, north of Crowther Street, between Melrose and Bradford. This project component shall be designed to be constructed as a future expansion of the station, as funding permits. The guiding design concept described in the environmental document for the project assumes one subterranean and four above-ground levels of parking. The structure design will include consideration for restroom facilities, security/police office space, access controls for future paid parking equipment/operations, ease of integration of the ultimate pedestrian access component(s), and integration of VSS components (see 5.12 above). The architecture of the structure shall be designed to blend with the adjacent structures and reference the historical character of structures that will be demolished (see 5.09 above). Vehicular access to the structure from adjacent streets and/or driveways shall be a consideration of the design. Any street modifications warranted by the structure, including new or modified traffic signaling, shall be considered an integral component of the parking structure improvement plans.

**Deliverables** (Five hard copies of the plan set and an electronic PDF file shall be submitted with each milestone identified below):

- Concept Drawings set will include
  - Roadway plans
  - Bridge widening
  - Platform design
  - Third track layout

- Existing utilities
- Surface parking concept layout
- Pedestrian access plan
- Aesthetic concept
- Transit access plan
- Staging concept
- Construction cost estimate
- Right-of-way impact concept
- 30% plan set will include all of the plan sheets described in Task 5, construction cost estimate, and list of specifications

#### **Task 6 – Value Engineering at Concept Drawings Submittal**

- 6.1 **Concept Plan Submittal:** Upon completion of the Concept Drawings of the key project features, the design consultant will submit the drawings and cost estimate package for review. A value engineering process will be undertaken by a subcommittee of OCTA, BNSF, SCRRA and City of Placentia staff to evaluate the plans for cost and/or time saving opportunities. Specific attention will be given to the bridge widening and platform design and constructability of these elements adjacent to the active BNSF mainline tracks. The design consultant will be required to attend and support this process.
- 6.2 **Concept Plan Update:** Results of the value engineering process will be evaluated to determine if the Concept plan should be revised. The design consultant will support this evaluation and assist in any recommendation for revisions to the plan. The design consultant will then update the Concept Drawing plans to 30% preliminary plans.

#### **Task 7 – Final PS & E (2 review submittals; 1 final submittal)**

- 7.1 **Final Plans, Specifications and Estimates:** The design consultant shall start the design based on the approval of the 30% plans and will submit plans, specifications and material (quantity) takeoff cost estimates at completion of approximately 60% design, and 90% design level. It is expected that 90% plans will be complete and include comments and input from all affected outside parties. Experience has shown that minor comments are likely after the 90% submittal, and therefore a final 100% submittal will be included after which the PS&E will be deemed ready for reproduction and inclusion into the construction bid package. For purpose of estimating the schedule, the design consultant shall consider BNSF reviews will require 30 days from date of receipt of plans by BNSF.
- 7.2 **Resident Engineers File:** The design consultant shall compile a Resident Engineers File that will include items of interest and need for the RE staff such as relevant design calculations, field notes, design survey data, relevant correspondence, and the quantity takeoff sheets that were necessary for cost estimating.

**Deliverables** (Five hard copies of the plan set and an electronic PDF file shall be submitted with each milestone identified below):



- 60% plan set will include all sheets, cost estimate and complete specifications with comments incorporated and a comment response log detailing the disposition of each comment received
- 90% plan set will include all sheets, cost estimate and complete specifications with comments incorporated and a comment response log detailing the disposition of each comment received
- 100% plan set will include all sheets, cost estimate and complete specifications signed and sealed by a Registered Professional Engineer with comments incorporated and a comment response log detailing the disposition of each comment received

## **Task 8 – Design Services during Bidding and Construction Phases**

- 8.1 **Response to Requests for Information (RFI) and Requests for Change (RFC):** The design consultant will be available as needed to respond to RFI's and RFC's during the bid process and during construction. Responses to RFI's and RFC's will generally be expected within six work days of their receipt. The specific time frame for responses will be established in the subsequent construction contract documents.
- 8.2 **Change Orders:** The design consultant shall be available during construction as needed to review field change orders or design those change orders requiring design specialized expertise not available in the field.
- 8.3 **Submittals and Shop Drawings:** During the construction phase, the design consultant will be available to review and determine the disposition of the construction contract required submittals and shop drawings. Review of submittals and shop drawings will generally be expected within 15 work days of their receipt. The specific time frame for reviews will be established in the subsequent construction contract documents.
- 8.4 **Nonconformance Reports (NCR):** The review and approval of field generated NCR's is included in this design consultant scope of work. The contractor is responsible for the recommended solution for any NCR, but the designer of record will review and approve the proposed solution. All direct and indirect costs, for this process, will be tracked separately such that OCTA can recover costs from the construction contractor.
- 8.5 **Meetings:** The design consultant shall be available to attend the following meetings:
1. Pre-Bid
  2. Pre-Construction
  3. Bi-Weekly Construction Progress Meetings (assume 18-month duration of the construction phase)

**SECTION VI**

**PARTY AND PARTICIPANT DISCLOSURE FORMS**

**PARTY DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

The attached Party Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

To be completed only if campaign contributions have been made in the preceding 12 months.

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street

City

State

Zip

Phone

Application or Proceeding  
Title and Number: \_\_\_\_\_

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chairman**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**PARTICIPANT DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
  - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
    - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
    - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
    - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.



4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND ITS AFFILIATED AGENCIES**

To be completed only if campaign contributions have been made in the preceding 12 months.

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Application or Proceeding  
Title and Number: \_\_\_\_\_

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Chris Norby, Chairman**

**Peter Buffa, Vice Chairman**

**Jerry Amante, Director**

**Patricia Bates, Director**

**Art Brown, Director**

**Bill Campbell, Director**

**Carolyn V. Cavecche, Director**

**Richard Dixon, Director**

**Paul G. Glaab, Director**

**Cathy Green, Director**

**Allan Mansoor, Director**

**John Moorlach, Director**

**Janet Nguyen, Director**

**Curt Pringle, Director**

**Miguel Pulido, Director**

**Mark Rosen, Director**

**Gregory T. Winterbottom, Director**

**SECTION VII**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

**Status of Past and Present Contracts Form**

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact name:</b>	<b>Phone:</b>
<b>Project award date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>1) Status of contract:</b>	
<b>2) Identify claims/litigation or settlements associated with the contract:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name \_\_\_\_\_  
 Title \_\_\_\_\_

\_\_\_\_\_ Date







BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Second Quarter Fiscal Year 2007-08 Grant Status Report

Finance and Administration Committee meeting of February 27, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach

**Absent:** Directors Bates and Nguyen

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Receive and file as an information item.





**February 27, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Second Quarter Fiscal Year 2007-08 Grant Status Report

### **Overview**

The Quarterly Grant Status Report summarizes grant activities for information purposes for the Orange County Transportation Authority Board of Directors. This report focuses on significant activity for the period of October through December 2007. The Quarterly Grant Status Report summarizes future and pending grant applications, executed and current grant awards, and closed-out grant agreements.

### **Recommendation**

Receive and file as an information item.

### **Background**

The Orange County Transportation Authority's (OCTA) long-term, proactive planning approach ensures the effective utilization of limited capital resources and improved operating effectiveness. One critical aspect of this proactive planning approach is to strategically seek and obtain federal, state, and local grant funding.

### **Discussion**

The ongoing grant activities are categorized by future grant applications, pending grant applications, awarded/executed grant agreements, current grant agreements, and closed-out grant agreements.

#### **Future Grant Applications**

OCTA has four grant proposals currently under development as summarized on the following page and Attachment A.

---

Fiscal Year (FY) 2008 Federal Transit Administration (FTA) Section 5307 Formula Grant Program

- The development of the FY 2008 FTA Section 5307 Formula Grant application is underway, which builds upon the FY 2008 program of projects approved by the OCTA Board of Directors (Board) on December 10, 2007. The grant contains \$50.4 million in federal capital and operating assistance to support OCTA's fixed route and paratransit operations, including the purchase of 118 transit vehicles for replacement service or the expansion of the bus fleet. The details of the grant are to be finalized once a formula allocation is completed by the Southern California Association of Governments (SCAG).

FY 2008 FTA Section 5309 Discretionary Bus Capital Grant Program

- Staff continues work on the FTA Section 5309 Discretionary Capital Grant and is assisting in the development of several earmark projects. The earmarks include over \$3.6 million in federal funding to support bus rapid transit, security surveillance, facility improvements, and senior mobility programs. The upcoming grant will also include \$247,507 in federal earmark funds that have been successfully reprogrammed to support the OCTA bus system. Grant applications are being developed and will be submitted throughout the fiscal year based on project readiness. The federal funds require up to a 20 percent local match contribution and must be applied for by September 2008.

FY 2008 Mobile Source Air Pollution Reduction Review Committee (MSRC): Air Quality Management District (AQMD) Urban Transit Bus Engine Program

- Staff has initiated the development of a proposal seeking up to \$800,000 from the FY 2008 MSRC urban transit bus engine program to provide the local match for federal funds awarded for bus purchases. The proposal pursues funds to support the purchase of 40 new transit buses equipped with advanced low emission natural gas engines. Similar to the AQMD's Carl Moyer Program, the MSRC funding program was developed specifically to promote cleaner heavy-duty engines that are certified to meet the 2010 nitrogen oxides (NOx) emissions standard of 0.2 gram.

Federal Emergency Management Agency (FEMA): Governor's Office of Emergency Services

- On December 21, 2007, staff submitted a request for public assistance (RPA) to the Governor's Office of Emergency Services (OES) in

---

an effort to recover costs incurred by OCTA in assisting with the October 2007 Southern California wildfires. The RPA pursues \$88,603 in reimbursable costs for overtime hours and vehicle costs. In keeping with OCTA Board direction received on January 28, 2008, staff continues work with OES representatives to develop final reimbursement documents, which are due to FEMA in April 2008.

#### Pending Grant Applications

The OCTA has one pending grant application awaiting award or approval (Attachment B).

#### FY 2007 Transit Security Grant Program (TSGP) and TSGP Supplemental Grant: Department of Homeland Security

- Staff continues cooperative efforts with federal and state Homeland Security officials and regional transit agency representatives, including the Los Angeles County Metropolitan Transportation Authority (LACMTA), to secure funds made available through the FY 2007 TSGP. On December 21, 2007, a draft proposal requesting \$1.4 million was submitted to support on-board bus cameras, which would equip approximately 127 transit vehicles in concurrence with OCTA Board direction received on November 13, 2006. The proposal also pursues \$150,000 in grant funds to support the total cost of developing a security and emergency training plan for OCTA, which pursues current homeland security objectives as well as one of FTA's top 20 security program action items for transit agencies.

#### Awarded/Executed Grants

Four grants were awarded or executed in the current quarter.

#### FY 2007 FTA Section 5307 Formula Grant Program

- The FY 2007 FTA Section 5307 Formula Grant application was executed on December 10, 2007, and makes available \$48.6 million in federal capital and operating assistance to support OCTA's fixed route and paratransit operations, including the purchase of 132 transit vehicles for replacement service or the expansion of the bus fleet. The grant also incorporates an adjustment amount of \$235,225 to capture net proceeds from the sale of federal assets, which was approved by FTA on October 3, 2007.

FY 2008 MSRC: AQMD

- On November 15, 2007, the MSRC awarded OCTA \$1.5 million to implement a "Big Rig" pilot program intended to ease congestion by removing disabled trucks along the highly congested Riverside Freeway (State Route 91). This pilot service would operate in a fashion similar to the Freeway Service Patrol to help mitigate the impacts of goods movement. Details of the pilot program are to be presented to the Board in March 2007.

FY 2007 AQMD: Carl Moyer Grant Program

- On December 7, 2007, the AQMD governing board awarded OCTA \$4.7 million in grant funds through the FY 2007 Carl Moyer Grant Program. The award supports the repowering of 188 OCTA transit buses with new advanced low emission engines at \$25,000 each. The new advanced replacement engines will reduce tail pipe emissions between 600 and 700 pounds per year per vehicle, and pursues Board direction received on November 13, 2006. Staff is currently exploring options for the destruction and disposal of the old replaced engines in accordance with AQMD requirements and anticipates seeking Board approval to accept the grant in March 2007.

FY 2006 MSRC: AQMD

- On November 29, 2007, OCTA executed a grant agreement with the MSRC for \$928,000 in grant funds to purchase and implement automated vehicle locator and mobile data terminal equipment to increase the efficiency of the FSP currently serving Orange County. The Board approved the project and acceptance of the grant, which requires a 25 percent local match funded through the Orange County Service Authority for Freeway Emergencies program.

Current Grant Agreements

OCTA has eight current capital formula grants and four current capital discretionary grants which are summarized on Attachment C.

Capital Formula Grants: OCTA receives an annual formula capital grant from the FTA. There are eight active formula capital grants, totaling \$581 million. A total of \$530.6 million of these grants has been expended or obligated for procurement, leaving a remaining and available balance of \$50.4 million. Of the \$50.4 million available balance, \$47.4 million represents

---

future procurements of alternative fuel buses for the expansion and replacement of OCTA's current fixed route fleet.

Capital Discretionary Grants: There are four active discretionary capital grants, totaling \$12.1 million. A total of \$7 million of these grants has been expended or obligated for procurement, leaving a remaining and available balance of \$5.1 million. The \$5.1 million available balance represents the construction of the Harbor Boulevard bus rapid transit demonstration project, security camera system at the Fullerton Transportation Center, and mobile fare equipment for OCTA and the City of Anaheim.

#### Other Discretionary Grants

OCTA has \$301.4 million in current other discretionary grants which are summarized on Attachment D.

In addition to the specific grants outlined above, OCTA receives a variety of discretionary grants from sources such as SCAG, AQMD, MSRC, Federal Highway Administration, Congestion Mitigation and Air Quality, Traffic Congestion Relief Program, Caltrans, and the State Highway Fund. The remaining and available balance on these discretionary grants is \$27.6 million. These funds will be received on a reimbursement of eligible expense basis.

#### Closed-Out Grant Agreements

No grants were closed during the current quarter.

#### **Summary**


This report provides an update of the grant funded activities for the second quarter of fiscal year 2007-08, October through December 2007. Staff recommends this report be received and filed as an information item.

---

**Attachments**

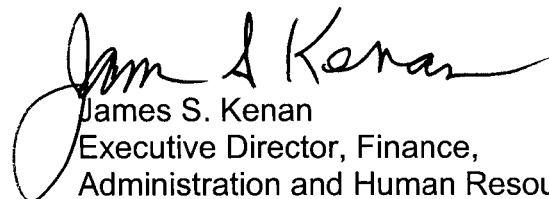
- A. Quarterly Grant Status Report, October through December 2007, Future Grant Applications
- B. Quarterly Grant Status Report, October through December 2007, Pending Grant Applications
- C. Quarterly Grant Status Report, October through December 2007, Current Formula and Discretionary Grants
- D. Quarterly Grant Status Report, October through December 2007, Current Other Discretionary Grants
- E. Quarterly Grant Status Report, October through December 2007, Federal Transit Administration Section 5307 Grant Funds, Operating Assistance Only
- F. Quarterly Grant Status Report, October through December 2007, Federal Transit Administration Capital Grant Index

**Prepared by:**



Linda Gould  
Financial Analyst  
Financial Planning and Analysis  
(714) 560-5638

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678

**Quarterly Grant Status Report  
October through December 2007  
Future Grant Applications**

--

<b>Federal Transit Administration Section 5307 - Urbanized Area Formula Capital Grant Program</b>						
GRANT	GRANT AMOUNT	LOCAL	TOTAL	ESTIMATE SUBMITTAL DATE	ESTIMATE APPROVAL DATE	STATUS
		SHARE AMOUNT	GRANT AMOUNT			
Fiscal Year 2008	\$ 50,414,038	\$ 29,450,910	\$ 79,864,948	March 2008	May 2008	Application in Development
<b>Formula Grant Sub-Total</b>	<b>\$ 50,414,038</b>	<b>\$ 29,450,910</b>	<b>\$ 79,864,948</b>			

<b>Federal Transit Administration Section 5309 (c) - Bus and Bus Related Facilities Program</b>						
Discretionary grants are funded by Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users/Transportation Equity Act for the 21st Century.						
Grants provide capital funds for projects that improve efficiency and coordination of transportation systems.						
GRANT	FEDERAL	LOCAL	TOTAL	ESTIMATE SUBMITTAL DATE	ESTIMATE APPROVAL DATE	STATUS
	GRANT AMOUNT	SHARE AMOUNT	GRANT AMOUNT			
Fiscal Year 2002 City of Costa Mesa	\$ 247,507	\$ 61,877	\$ 309,384	March 2008	June 2008	Scope of work changed via the federal Fiscal Year 2007 Appropriations Bill
Fiscal Year 2006 Earmark: Orange County Transportation Authority Bus Rapid Transit	1,485,000	371,250	1,856,250	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006: Earmark: Orange County Transportation Authority Security Surveillance and Monitoring Equipment	1,006,989	251,747	1,258,736	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006 Earmark: Orange County Purchase Buses for Rapid Transit	190,357	38,989	229,346	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006 Earmark: Orange County Projects to Encourage Use of Transit to Reduce Congestion	190,357	47,589	237,946	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006 Earmark: Santa Ana, Improve Santa Ana Transit Terminal	190,357	47,589	237,946	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006 Earmark: Yorba Linda Senior Mobility Program	40,590	10,148	50,738	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006 Earmark: La Habra Shuttle Senior Transportation Program	155,430	38,858	194,288	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
Fiscal Year 2006 Earmark: Intermodal Park and Ride Facility at Discovery	297,000	74,250	371,250	March 2008	June 2008	Pending scope of work; Awarded application required by September 2008
<b>Discretionary Grant Sub-Total</b>	<b>\$ 3,803,587</b>	<b>\$ 942,296</b>	<b>\$ 4,745,883</b>			

<b>Mobile Source Air Pollution Reduction Review Committee</b>						
GRANT	GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	EST. SUBMITTAL DATE	EST. APPROVAL DATE	STATUS
Fiscal Year 2008 - Urban Transit Bus Engine Program	\$ 800,000	\$ -	\$ 800,000	To Be Determined	To Be Determined	Pending Submittal
<b>Discretionary Grant Sub-Total</b>	<b>\$ 800,000</b>	<b>\$ -</b>	<b>\$ 800,000</b>			

<b>Federal Emergency Management Agency</b>						
GRANT	GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	EST. SUBMITTAL DATE	EST. APPROVAL DATE	STATUS
Governor's Office of Emergency Services	\$ 88,603	\$ -	\$ 88,603	April 2008	To Be Determined	Pending Submittal
<b>Discretionary Grant Sub-Total</b>	<b>\$ 88,603</b>	<b>\$ -</b>	<b>\$ 88,603</b>			

<b>FUTURE GRANTS TOTAL</b>	<b>\$ 55,106,228</b>	<b>\$ 30,393,206</b>	<b>\$ 85,499,434</b>			
----------------------------	----------------------	----------------------	----------------------	--	--	--

**Quarterly Grant Status Report  
October through December 2007  
Pending Grant Applications**

--

<b>Department of Homeland Security</b>						
These grants are to be used for the protection of the Orange County's transportation system and the strengthening of Orange County Transportation Authority's critical facilities.						
<b>GRANT</b>	<b>FEDERAL GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>SUBMITTAL DATE</b>	<b>EST. APPROVAL DATE</b>	<b>STATUS</b>
Fiscal Year 2007 Homeland Security Grant Program	\$ 1,550,000	\$ -	\$ 1,550,000	February 2008	To Be Determined	Proposal Submitted
<b>Discretionary Grant Sub-Total</b>	<b>\$ 1,550,000</b>	<b>\$ -</b>	<b>\$ 1,550,000</b>			

<b>PENDING GRANTS TOTAL</b>	<b>\$ 1,550,000</b>	<b>\$ -</b>	<b>\$ 1,550,000</b>
-----------------------------	---------------------	-------------	---------------------



Quarterly Grant Status Report  
 October through December 2007  
 Current Formula and Discretionary Grants

**ATTACHMENT C**

**Federal Transit Authority SECTION 5307, 5309 AND 5313 GRANT FUNDS**

**Federal Transit Authority Section 5307 - Urbanized Area Formula Capital Grant Program**

Formula grants funded by the Transportation Equity Act for the 21st Century.

Funds are generally used to purchase revenue vehicles, vehicle and facility modifications and bus related equipment.

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	EXPENDED TO DATE	UNLIQUIDATED OBLIGATIONS	REMAINING BALANCE
Fiscal Year 2007 Congestion Mitigation and Air Quality	\$ 5,616,267	\$ 651,984	\$ 6,268,251	\$ 63,587	\$ -	\$ 6,204,664
Fiscal Year 2007	43,768,644	10,167,088	53,935,732	24,461,443	-	29,474,289
Fiscal Year 2006	42,180,052	9,780,053	51,960,105	24,407,443	12,231,394	15,321,268
Fiscal Year 2005	83,581,587	15,342,902	98,924,489	54,345,286	44,579,203	-
Fiscal Year 2004 **	49,120,278	10,068,543	59,188,821	51,100,408	7,735,192	353,221
Fiscal Year 2002-03 *	131,076,208	24,996,716	156,072,924	149,352,934	4,278,241	2,441,749
Fiscal Year 2001	32,458,774	7,775,113	40,233,887	22,607,446	14,830,782	2,795,659
Fiscal Year 2000	88,838,958	31,811,225	120,650,183	102,693,583	17,956,600	-
<b>Formula Grants Total</b>	<b>\$ 471,024,501</b>	<b>\$ 109,941,640</b>	<b>\$ 580,966,141</b>	<b>\$ 428,968,543</b>	<b>\$ 101,611,412</b>	<b>\$ 50,386,186</b>

Note: The remaining balance reflects funds in an approved grant waiting for the procurement contract.

\* The Fiscal Year 2002-03 Section 5307 Grant is a consolidated Fiscal Year 2001-02 and Fiscal Year 2002-03 mega grant.

\*\* The Fiscal Year 2003-04 Section 5307 Grant is "ONLY" 9/12 of the amount available because the extension of Transportation Equity Act for the 21st Century expired June 30, 2004.

**Federal Transit Authority Section 5309 - Discretionary Capital Grant Program**

Discretionary grants funded by the Transportation Equity Act for the 21st Century.

Grants provide capital funds for projects that improve efficiency and coordination of transportation systems.

CURRENT GRANT	FEDERAL GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	EXPENDED TO DATE	UNLIQUIDATED OBLIGATIONS	REMAINING BALANCE
Fiscal Year 2006 Bus Application	\$ 970,874	\$ 242,719	\$ 1,213,593	\$ -	\$ -	\$ 1,213,593
Fiscal Year 2005 Bus Application	4,344,932	1,037,983	5,382,915	1,475,352	-	3,907,563
Fiscal Year 2001-02 Cities of Anaheim and Brea and Santa Ana Bus Base	1,930,671	469,249	2,399,920	2,304,246	95,674	-
Fiscal Year 2001 Irvine Transportation Center Transitway	2,481,380	620,345	3,101,725	455,861.0	2,645,864	-
<b>Discretionary Grants Total</b>	<b>\$ 9,727,857</b>	<b>\$ 2,370,296</b>	<b>\$ 12,098,153</b>	<b>\$ 4,235,459</b>	<b>\$ 2,741,538</b>	<b>\$ 5,121,156</b>

Note: The above grant amounts include Federal Transit Authority amount and Orange County Transportation Authority local match but excludes operating assistance.

**Quarterly Grant Status Report  
October through December 2007  
Current Other Discretionary Grants**

**ATTACHMENT D**

DISCRETIONARY ALLOCATIONS					
Air Quality Management District Grant Program and Mobile Source Air Pollution Reduction Review Committee					
Provides grants for the purchase of clean fuel revenue vehicles and other activities to reduce mobile source emissions.					
CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2006 Mobile Source Air Pollution Reduction Committee Contract # MS07009	\$ 800,000	\$ -	\$ 800,000	\$ 800,000	Awarded on April 6, 2007, this grant helps support the purchase of 40 new buses equipped with advanced low emission natural gas engines. Contract is going through the signature process at Orange County Transportation Authority.
Fiscal Year 2004-05 Mobile Source Air Pollution Reduction Committee Contract # MSO5040	200,000	-	200,000	200,000	Executed in March 2006, this grant funds 25 natural gas buses at \$8,000 per bus. A reimbursement request for \$180,000 on 25 buses less retentions, was sent in December 2007.
Fiscal Year 2002-03 Mobile Source Air Pollution Reduction Committee Contract #MS03041	1,360,000	-	1,360,000	1,360,000	Grant funds 68 liquefied natural gas buses at \$20,000 each. On June 1, 2004, Orange County Transportation Authority executed a contract with Mobile Source Air Pollution Reduction Committee with an expiration date of 2008. Orange County Transportation Authority is working to reprogram the funding to the current compressed natural gas bus procurement.
Fiscal Year 2002-03 Mobile Source Air Pollution Reduction Committee Contract #MS04006	405,000	-	405,000	40,500	Grant executed November 9, 2004 to fund 10 hybrid buses at \$40,000 each and \$5,000 for training. Reimbursement for two hybrids, less retentions, was received for \$72,000. Approval given to utilize the remaining balance on 20 compressed natural gas buses at \$16,000 each. In January 2008 reimbursement was received for the 20 buses and associated training, less retentions totaling \$292,500.
Fiscal Year 2006 Mobile Source Air Pollution Reduction Committee Contract MS06045	200,000	-	200,000	200,000	Grant executed August 2007. Provides funds to offset capital costs of the compressed natural gas fueling station at the Santa Ana Base.
Fiscal Year 2002-03 Air Quality Management District Contract #07320	1,000,000	-	1,000,000	1,000,000	Funds were awarded in October 2002 for liquified natural gas (LNG) fueling infrastructure at the Garden Grove and Anaheim facilities. On December 3, 2004, Air Quality Management District approved Orange County Transportation Authority's (OCTA) request to direct funds towards LNG fuel tank upgrades for the bus fleet and an LNG fueling station at the Santa Ana Base. Due to delays with the LNG tank improvement project and new commitment towards compressed natural gas fuel technologies, staff began discussions with Air Quality Management District to realign the total grant award to support compressed natural gas fueling at the Santa Ana facility. With negotiations with the compressed natural gas fueling vendor complete in May 2006, a detailed project scope was forwarded to Air Quality Management District staff to develop emissions benefit calculations needed to redirect awarded funds. On February 2, 2007, the Air Quality Management District governing Board approved the use of grant funds to OCTA. The grant agreement is currently going through the signature process at OCTA.
Fiscal Year 2008 Mobile Source Air Pollution Reduction Committee Contract # TBD	1,500,000	-	1,500,000	1,500,000	Awarded by the Mobile Source Air Pollution Reduction Review Committee on November 15, 2007, to implement a "Big Rig" pilot program intended to ease congestion by removing disabled trucks along the highly congested Riverside Freeway. This pilot service would operate similar to the Freeway Service Patrol to help mitigate the impacts of goods movement.
Fiscal Year 2007 Air Quality Management District Contract #TBD	4,700,000	-	4,700,000	4,700,000	On December 7, 2007, the Air Quality Management District awarded Orange County Transportation Authority \$4.7 million in grant funds through the Fiscal Year 2007 Carl Moyer Grant Program. The award supports the repowering of 188 Orange County Transportation Authority transit buses with new advanced low emission engines at \$25,000 each. The new advanced replacement engines will reduce tail pipe emissions between 600 and 700 pounds per year per vehicle. Staff is currently exploring options for the destruction and disposal of the old replaced engines in accordance with Air Quality Management District requirements.
Fiscal Year 2006 Mobile Source Air Pollution Reduction Committee Contract # MS06002	928,000	-	928,000	928,000	Executed November 2007, this grant provides funding for the purchase and implementation of automated vehicle locator and mobile data terminal equipment to increase the efficiency of the Freeway Service Patrols. The award requires a minimum 25 percent match funded through the Orange County Service Authority for Freeway Emergencies.

**Quarterly Grant Status Report  
October through December 2007  
Current Other Discretionary Grants**

<b>DISCRETIONARY ALLOCATIONS</b>					
<b>Air Quality Management District Grant Program and Mobile Source Air Pollution Reduction Review Committee</b>					
Provides grants for the purchase of clean fuel revenue vehicles and other activities to reduce mobile source emissions.					
CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2004-05 Mobile Source Air Pollution Reduction Committee Contract # PT05063	425,000	-	425,000	425,000	Grant awarded for \$150,000 in February 2005 to purchase and install 71 catalyzed diesel particulate filter systems to retrofit certain diesel-fueled buses. In June 2005, the Mobile Source Air Pollution Reduction Committee Board increased award amount to \$603,500. The contract was executed in March 2006 and budgeted in fiscal year 2007. Requisition 41263 was approved in January 2007. In June 2007, the Board approved a reduction of the number of filters to 50, resulting in a new award amount of \$425,000.
<b>Traffic Congestion Relief Program</b>					
<b>Governor's Traffic Control Relief Program funding for the Garden Grove Project Planning, Construction, Construction Management, Right Of Way</b>					
Fiscal Year 2002	\$ 181,205,000	\$ -	\$ 181,205,000	\$ 7,600,000	In July 2005, Orange County Transportation Authority was granted the remaining allocation of \$123.7 million of Traffic Congestion Relief Program funds. In July 2007 the California Transportation Commission allocated an additional \$1.1M to the Construction Phase of the State Route 22. These funds became available from the soundwall project close-out savings. To date, Orange County Transportation Authority has been allocated \$181.2 million with \$4.9 million of the total going to the California Department of Transportation for Environmental and Quality Assurance and Quality Control. Reimbursements received to date are \$167.6 million for: Phase 2 (Preliminary Design and detailed Plans, Specifications and Estimates) \$31.2 million, Phase 3 (right of way) \$26.1 million and Phase 4 (Initial Mobilization for Construction) \$111.4 million. A reimbursement is pending in the amount of \$7.6 million.
<b>Federal Highway Administration Grant Program Congestion Mitigation Air Quality</b>					
<b>Federal funding for the Garden Grove Project Construction</b>					
Fiscal Year 2004	\$ 101,276,120	\$ -	\$ 101,276,120	\$ 1,892,563	Funding for the construction of carpool lanes on the Garden Grove Freeway. Amount received to date is \$99.4 million with a reimbursement pending for \$1.4 million.
<b>State Transportation Improvement Program</b>					
<b>Programming, Planning, Monitoring</b>					
Fiscal Year 2005 Program	\$ 1,287,000	\$ -	\$ 1,287,000	\$ 801,761	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring. reimbursement pending for \$749K.
Fiscal Year 2006 Program	1,777,000	-	1,777,000	1,777,000	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring.
Fiscal Year 2007 Program	1,531,000	-	1,531,000	1,531,000	Annual State Transportation Improvement Program allocation for the programming, planning, monitoring.
<b>California Integrated Waste Management Board</b>					
Targeted Rubberized Asphalt Concrete Incentive Grant Program	\$ 150,000	\$ -	\$ 150,000	\$ 150,000	Funding to help offset the costs of rubberized asphalt on the Garden Grove Freeway Improvement Project.

**Quarterly Grant Status Report  
October through December 2007  
Current Other Discretionary Grants**

<b>DISCRETIONARY ALLOCATIONS</b>					
<b>Federal Highway Administration Grant Program</b>					
Value Pricing Pilot Program for research and potential deployment of OCTA's Performance Monitoring and Pricing Project.					
CURRENT GRANT	STATE GRANT AMOUNT	LOCAL SHARE AMOUNT	TOTAL GRANT AMOUNT	REMAINING BALANCE	PROJECT STATUS
Fiscal Year 2005 Value Pricing Pilot Program	\$ 588,000	\$ 147,000	\$ 735,000	\$ 735,000	Funds the performance monitoring and pricing pilot project on 91 Express Lanes to review speed and travel time sensor technology options, approaches to dynamic pricing and policy impacts. Funding requires a 20 percent match. During the quarter ending 12/31/07, the Orange County Transportation Authority entered into a new agreement with a new project management firm to assist in oversight of this project.
<b>State Office of Homeland Security</b>					
These grants are to be used for the protection of the Orange County's transportation system.					
Fiscal Year 2005 Transit Security Grant Program	\$ 958,450	\$ -	\$ 958,450	\$ 958,450	Funds on-board bus security cameras, bus system security analysis, communication equipment and/or command post vehicle and Emergency Operations Plan review. Reimbursement submitted for \$958,450.
Fiscal Year 2006 Transit Security Grant Program	\$ 950,000	\$ -	\$ 950,000	\$ 950,000	Funds on-board bus cameras, surveillance system at the Buena Park station and development of a Comprehensive Emergency Operations Plan.
<b>Federal Transit Authority Section 5313 (b) - Transit Planning Grant Program</b>					
Caltrans is the Federal Grant Recipient					
Fiscal Year 2004	\$ 50,000	\$ 12,000	\$ 62,000	\$ 28,234	Funds statewide planning and other technical assistance activities, planning support for non-urbanized areas, research, development and demonstration projects, fellowships for training in the public transportation field, and human resource development. Orange County Transportation Authority is utilizing funding for Intern positions. Requires a cash match of \$5,000 and in-kind match of \$7,000.
<b>Total</b>	<b>\$ 301,290,570</b>	<b>\$ 159,000</b>	<b>\$ 301,449,570</b>	<b>\$ 27,577,507</b>	

**Quarterly Grant Status Report  
October through December 2007  
Operating Assistance Only**

**FEDERAL TRANSIT ADMINISTRATION SECTION 5307 GRANT FUNDS**

**Federal Transit Administration Section 5307 - Urbanized Area Formula Capital Grant Program**

**Note: Operating Assistance Only**

<b>CURRENT GRANT</b>	<b>FEDERAL GRANT AMOUNT</b>	<b>LOCAL SHARE AMOUNT</b>	<b>TOTAL GRANT AMOUNT</b>	<b>FTA DATE PAID</b>
Congestion Mitigation and Air Quality *	-	-	-	not applicable
Fiscal Year 2007 *	\$ 4,863,183	\$ 19,151,756	\$ 24,014,939	December 12, 2007
Fiscal Year 2006 *	4,863,183	19,151,756	24,014,939	October 3, 2006
Fiscal Year 2005 *	5,341,510	24,844,621	30,186,131	October 4, 2005
Fiscal Year 2004 *	3,010,031	15,503,544	18,513,575	August 30, 2004
Fiscal Year 2002-03 *	6,966,007	37,562,925	44,528,932	August 21, 2003
Fiscal Year 2001 *	3,155,000	16,411,495	19,566,495	March 8, 2002
<b>Formula Grants Sub-Total</b>	<b>\$ 23,335,731</b>	<b>\$ 113,474,341</b>	<b>\$ 136,810,072</b>	

Note: \* Includes Americans with Disability Act Paratransit Operating Assistance "ONLY"

**Quarterly Grant Status Report  
October through December 2007  
Federal Transit Administration Capital Grant Index**

(thru December 31, 2007)

GRANT NO.	DESCRIPTION	OBLIGATIONS DATE	GRANT BUDGET	UNLIQUIDATED OBLIGATIONS	TOTAL OUTLAYS	TOTAL COMMIT/COSTS	REMAINING BALANCE	PERCENT COMPLETE	ANTICIPATED CLOSE-OUT
CA-03-0585	Irvine Transportation Center	9/26/2001	\$ 3,101,725	\$ 2,645,864	\$ 455,861	\$ 3,101,725	\$ -	14.70%	October '08
CA-03-0626	Cities of Anaheim and Brea	8/25/2003	2,399,920	95,674	2,304,246	2,399,920	0	96.01%	June '08
CA-03-0709	2005 Section 5309 Bus Application	3/3/2006	5,382,915	0	1,475,352	1,475,352	3,907,563	27.41%	December '08
CA-03-0754	2006 Section 5309 Bus Application	8/22/2006	1,213,593	0	0	0	1,213,593	0.00%	December '09
CA-90-X962	Program of Projects	9/25/2000	120,650,183	17,956,600	102,693,583	120,650,183	0	85.12%	June '08
CA-90-Y048	Program of Projects	3/4/2002	40,233,887	14,830,782	22,607,446	37,438,228	2,795,659	56.19%	October '08
CA-90-Y163	Program of Projects	8/14/2003	156,072,924	4,278,241	149,352,934	153,631,175	2,441,749	95.69%	June '08
CA-90-Y237	Program of Projects	8/19/2004	59,188,821	7,735,192	51,100,408	58,835,600	353,221	86.33%	June '08
CA-90-Y349	Program of Projects	9/22/2005	98,924,489	44,579,203	54,345,286	98,924,489	0	54.94%	June '08
CA-90-Y428	Program of Projects	9/28/2006	51,960,105	12,231,394	24,407,443	36,638,837	15,321,268	46.97%	March '09
CA-90-Y540	Program of Projects	12/10/2007	53,935,732	0	24,461,443	24,461,443	29,474,289	45.35%	March '10
CA-95-X005	Fiscal Year 2007 Congestion Mitigation and Air Quality Fund Transfer	8/28/2007	6,268,251	0	63,587	63,587	6,204,664	1.01%	March '10
<b>TOTALS</b>			<b>\$599,332,545</b>	<b>\$ 104,352,950</b>	<b>\$433,267,589</b>	<b>\$ 537,620,539</b>	<b>\$ 61,712,006</b>	<b>72.29%</b>	





*BOARD COMMITTEE TRANSMITTAL*

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Fiscal Year 2007-08 Second Quarter Budget Status Report

Finance and Administration Committee meeting of February 27, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** Directors Bates and Nguyen

**Committee Vote**

No action was taken on this receive and file information item.





*February 27, 2007*

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, <sup>M</sup> Chief Executive Officer  
**Subject:** Fiscal Year 2007-08 Second Quarter Budget Status Report

**Overview**

The Orange County Transportation Authority's staff has implemented the fiscal year 2007-08 budget. This report summarizes the material variances between the budget plan and actual revenues and expenses.

**Recommendation**

Receive and file as an information item.

**Background**

The Board of Directors (Board) approved the Orange County Transportation Authority (OCTA) Fiscal Year (FY) 2007-08 Budget on June 11, 2007. The approved budget itemized the anticipated revenues and expenses necessary to meet OCTA's transportation programs and service commitments. The OCTA budget is a compilation of individual budgets for each of OCTA's funds, including the General Fund; three enterprise funds; eight special revenue funds; two capital project funds; one debt service fund; three trust funds; and two internal service funds.

The approved revenue budget is \$991 million comprised of \$832 million in current year revenues and \$159 million in use of reserves. The approved expenditure budget is \$991 million with \$955 million of current year expenditures and \$36 million of designations.

This report will analyze material variances between the year-to-date budget and actuals for both revenues and expenditures.

Through the second quarter, there have been 13 Board approved budget amendments. A summary of each amendment follows:

<b>Fiscal Year 2007-08 Amended Budget</b>	
Description	Amount (in thousands)
06/11/2007 Approved Budget	\$ 990,991
07/09/2007 Avenida Vaquero Soundwall	620
07/09/2007 El Camino Real Soundwall	646
07/23/2007 State Transportation Improvement Program - Placentia Transit Station Project	2,500
07/23/2007 State Transportation Improvement Program - Tustin Rail Station Parking	600
08/09/2007 Santa Ana Second Main Track Project	715
08/13/2007 M2 Early Action Plan	20,214
08/27/2007 Installation of Radio Equipment for Santa Catalina Island	241
09/24/2007 Alameda Corridor East Grade Environmental Impact	200
10/5/2007 Cooperative Agreement Riverside Freeway Lane Addition	356
10/5/2007 Bus Stop Accessibility Program	1,995
10/22/2007 Cooperative Agreement with Buena Park for the Closeout of the Metrolink Station	715
10/22/2007 City of Irvine Guideway Demonstration Project	1,700
10/26/2007 Bus Shelter Cleaning Services	76
12/31/2007 Total Amended Budget	<u>\$ 1,021,569</u>

**Discussion**

Staff monitors and analyzes current year revenues and expenditures versus the amended budget. This report will provide budget-to-actual explanations for any material variances.

**Staffing**

A staffing plan of 1,961 full-time equivalent (FTE) positions was approved in the FY 2007-08 budget. The Board amended the staffing plan by 11 positions associated with the Renewed Measure M (M2) Early Action Plan, which increased the budgeted FTEs to 1,972. The filled positions at the end of December 2007 are 1,915. At the end of the second quarter, the overall vacancy rate for OCTA was 2.9 percent, with union and administrative groups experiencing a 1.4 and 7.3 percent vacancy rate, respectively. A breakdown of the vacancy rate by job category is provided on the following page:

**Amended Full-Time Equivalent Vacancy Rate**

<b>Staffing Description</b>	<b>Budget</b>	<b>Filled</b>	<b>Vacant</b>	<b>Vacancy Rate</b>
Coach Operators	1,164.0	1,161.0	3.0	0.3%
Maintenance Union	264.0	248.0	16.0	6.1%
Transportation Communications International Union	45.0	43.0	2.0	4.4%
<i>Union Subtotal</i>	<u>1,473.0</u>	<u>1,452.0</u>	<u>21.0</u>	<u>1.4%</u>
Direct Transit Operations Support	204.0	188.0	16.0	7.8%
Other Administrative	295.0	274.5	20.5	6.9%
<i>Administrative Subtotal</i>	<u>499.0</u>	<u>462.5</u>	<u>36.5</u>	<u>7.3%</u>
<b>Total Authority</b>	<u><b>1,972.0</b></u>	<u><b>1,914.5</b></u>	<u><b>57.5</b></u>	<u><b>2.9%</b></u>

**Revenue Summary**

OCTA has increased the approved revenue budget by \$30.6 million. As the table below indicates, the total amended revenue budget for FY 2007-08 is \$1 billion. This section of the report focuses on major variances between budgeted and actual revenues for the second quarter.

**Fiscal Year 2007-08 Amended Revenue Budget**

<b>Revenues (in thousands)</b>	<b>Current Year</b>	<b>Reserves</b>	<b>Federal Sources</b>	<b>Local Sources</b>	<b>Total</b>
Approved Budget	\$ 832,486	\$ 158,505	\$ -	\$ -	\$ 990,991
Amendments		24,512	1,700	4,366	30,578
<b>Total Amended Budget</b>	<u><b>\$ 832,486</b></u>	<u><b>\$ 183,017</b></u>	<u><b>\$ 1,700</b></u>	<u><b>\$ 4,366</b></u>	<u><b>\$ 1,021,569</b></u>

NOTE: Federal Sources includes: Congestion Management & Air Quality, Federal Transit Administration and Capital Assistance

Revenues of \$321.9 million are 0.5 percent over the amended budget of \$320.4 million. Variances at the object summary level are presented on the following page:

Fiscal Year 2007-08 Revenue Summary  
(in thousands)

Description	Year to Date Budget	Year to Date Actual	Variance	%
Sales Tax Revenue	\$ 207,865	\$ 193,690	\$ (14,175)	-6.8%
Farebox Revenue	27,117	24,051	(3,066)	-11.3%
State Grants	1,472	(22)	(1,495)	-101.5%
Federal Operating Grants	1,400	1,103	(298)	-21.2%
Toll Road Revenue	23,706	23,625	(80)	-0.3%
Advertising Revenue	1,946	1,884	(62)	-3.2%
Fees and Fines	74	81	7	9.6%
Gas Tax Exchange	11,155	11,194	39	0.3%
Department of Motor Vehicles Fees Revenue	1,718	1,770	52	3.0%
Rental Income	630	817	187	29.6%
Property Tax Revenue	5,321	5,651	330	6.2%
Miscellaneous	1,865	2,414	548	29.4%
Other Financial Assistance	382	1,593	1,210	316.4%
Interest Income	25,288	29,960	4,672	18.5%
Federal Capital Assistance Grants	10,472	24,138	13,666	130.5%
<i>Total Revenue</i>	<u>\$ 320,412</u>	<u>\$ 321,947</u>	<u>\$ 1,535</u>	<u>0.5%</u>

*\*(under) / over*

Sales Tax Revenue: Actuals of \$193.7 million are 6.8 percent below the budget of \$207.9 million. In developing the Measure M and Local Transportation Fund sales tax revenue budgets, staff used the first six months of actuals in FY 2007 and annualized the remaining half of the year. This amount was escalated based on a blended sales tax growth rate of 4.893 percent developed from three forecasts provided by universities (University of California, Los Angeles, California State University Fullerton, and Chapman University). The underrun in sales tax revenues is caused primarily by two factors: OCTA began the year with a lower base sales tax figure because sales tax revenues in the second half of FY 2007 were approximately 3 percent less than anticipated. In addition, there has been an actual decline of 2.27 percent through the second quarter, while the projected blended sales tax growth rate was 4.893 percent.

Farebox Revenues: Actuals of \$24.1 million are 11.3 percent below the budget of \$27.1 million. The underrun can be primarily attributed to the nine-day coach operator strike held in July. During this time, there was minimal service provided, which resulted in a loss of ridership (2 million boardings during the month of July alone). Although boardings have been progressively increasing through December, ridership is still lower compared to the same period last year. As a result, there is a corresponding reduction in farebox revenues of

---

\$3.1 million, with the largest underrun occurring within regular full fares and local pass fare media for directly operated service.

State Grants: Actuals are running under the budget by \$1.5 million primarily due to the Tustin Metrolink Station Parking Structure project. This project has been temporarily delayed while the cooperative agreements are negotiated with the City of Tustin.

Other Financial Assistance: Actuals are running \$1.2 million over the budget of \$0.4 million. This variance is primarily caused by OCTA receiving \$1.1 million in Traffic Congestion Relief Program (TCRP) funds associated with the Garden Grove Freeway (State Route 22) design-build project. Staff did not anticipate the receipt of these TCRP funds, which was generated from a revision to the California Transportation Commission allocation.

Interest Income: Actuals of \$30 million are approximately \$4.7 million above the budgeted amount of \$25.3 million. While interest rates have dropped in recent weeks, the year-to-date return on the OCTA's portfolio was strong due to the volatility in the fixed income markets. As investors have moved their funds toward safety and liquidity, treasury securities have outperformed all other fixed income securities. Therefore, the investment managers have shortened the average life of the portfolio as a reaction to changes in the yield curve. From a cash receipts perspective, the actual return is approximately 35 basis points higher than the forecasted annualized return of 5 percent.

Federal Capital Assistance Grants: Actuals of \$24.1 million are running over the budget by \$13.7 million primarily due to the reimbursement of federal funds related to a prior year encumbrance. It is not uncommon to receive reimbursements in subsequent years related to prior year activity, especially due to the long lead time associated with the manufacturing of revenue vehicles. In this case, OCTA is being reimbursed for the purchase of 62 fixed route compressed natural gas (CNG) revenue vehicles from New Flyer of America Incorporated. The actual receipt of federal funds is \$31.3 million; however, \$7.2 million of this was recognized in FY 2007.

**Expense Summary**

The expenditure budget has been increased by \$30.6 million as a result of 13 Board approved amendments that were summarized previously. As the table below indicates, the amended expenditure budget for FY 2007-08 is \$1 billion.

**Fiscal Year 2007-08 Amended Expenditure Budget**

In Thousands	Current Year	Designations	Total
Approved Budget	\$ 954,866	\$ 36,125	\$ 990,991
Amendments	30,578	-	30,578
<b>Total Amended Budget</b>	<b>\$ 985,444</b>	<b>\$ 36,125</b>	<b>\$ 1,021,569</b>

This next section focuses on major variances between budgeted and actual expenditures through the second quarter. These variances are explained at an object summary level based on the expense summary table included on the following page. Actual expenditures of \$223.9 million represent a 25.8 percent underrun in comparison to the amended budget of \$301.6 million.

Fiscal Year 2007-08 Expense Summary

*In Thousands*

Description	Budget	Actual	Variance	%
<u>Salaries</u>				
Compensated Absences	\$ 5,846	\$ 5,564	\$ 282	4.8%
Salaries	49,292	46,947	2,345	4.8%
<i>Total Salaries</i>	<i>\$ 55,138</i>	<i>\$ 52,511</i>	<i>\$ 2,627</i>	<i>4.8%</i>
<u>Benefits</u>				
Other Benefits	\$ 2,484	\$ 2,810	\$ (326)	-13.1%
Pensions	11,348	11,524	(176)	-1.6%
Insurances	1,151	965	186	16.2%
Health Care	9,569	8,985	584	6.1%
<i>Total Benefits</i>	<i>\$ 24,552</i>	<i>\$ 24,285</i>	<i>\$ 267</i>	<i>1.1%</i>
<i>Total Salaries and Benefits</i>	<i>\$ 79,689</i>	<i>\$ 76,795</i>	<i>\$ 2,894</i>	<i>3.6%</i>
<u>Services and Supplies</u>				
Contract Transportation	\$ 17,002	\$ 18,338	\$ (1,337)	-7.9%
Taxes	0	136	(136)	100.0%
Miscellaneous Expense	601	729	(128)	-21.3%
Other Materials and Supplies	652	725	(73)	-11.1%
Utilities	1,348	1,395	(47)	-3.5%
Leases	2,881	2,866	15	0.5%
Advertising Fees	469	271	198	42.3%
Travel, Training, Mileage	767	463	304	39.6%
Tires and Tubes	1,096	757	339	30.9%
Debt Service	14,812	14,434	378	2.6%
Office Expense	1,753	1,301	452	25.8%
Maintenance Expense	4,524	3,708	817	18.0%
Fuels and Lubricants	10,010	7,131	2,879	28.8%
Outside Services	17,677	14,577	3,100	17.5%
Insurance Claims Expense	7,648	3,825	3,823	50.0%
Contributions to Other Agencies	70,073	48,052	22,020	31.4%
Professional Services	43,143	17,564	25,579	59.3%
<i>Total Services and Supplies</i>	<i>\$ 194,456</i>	<i>\$ 136,274</i>	<i>\$ 58,183</i>	<i>29.9%</i>
<u>Capital and Fixed Assets</u>				
Capital Expense-Grant Funding	\$ -	\$ 1	\$ (1)	100.0%
Work In Process	4,808	226	4,582	95.3%
Capital Expense-Local Funding	7,899	3,266	4,633	58.7%
Construction in Progress	14,745	7,335	7,410	50.3%
<i>Total Capital and Fixed Assets</i>	<i>\$ 27,452</i>	<i>\$ 10,828</i>	<i>\$ 16,624</i>	<i>60.6%</i>
<i>Total All Expenses</i>	<i>\$ 301,598</i>	<i>\$ 223,897</i>	<i>\$ 77,701</i>	<i>25.8%</i>

\*under / (over)

Salaries and Benefits: Actuals of \$76.8 million are 3.6 percent under the budget of \$79.7 million. The largest contributor to the underrun is within salaries, which is under the budget by \$2.3 million or 4.8 percent. There are a couple of factors that have contributed to the underrun, one is the coach operator strike, and the other is the administrative vacancy rate of 7.3 percent. The nine-day coach operator strike, which took place in July accounts for approximately \$1.2 million less salaries incurred during this period. In addition, the authoritywide vacancy rate (excluding coach operators) is contributing another \$1.1 million to the overall variance.

Services and Supplies: Actuals of \$136.3 million are 29.9 percent below the budget of \$194.5 million. Detailed explanations have been provided for the sub-categories with the largest variances.

Contract Transportation: Actuals are running \$1.3 million over the budget amount of \$17 million or 7.9 percent. The primary reason for the variance can be attributed to an overrun of revenue vehicle hours (RVH) associated with federally mandated ACCESS service. When developing the FY 2007-08 budget, staff anticipated a larger shift of ACCESS riders from the primary service to taxi cab services, thereby reducing RVH. However, the shift in riders has not occurred at the rate expected, and as a result, RVH has not decreased as planned. Community Transportation Services (CTS) staff is continuing to evaluate the existing service delivery model to determine how best to utilize the existing budgeted resources. The current RVH levels are running at 330,000 versus a year-to-date plan of 260,000. Based on cost of \$37.40 per RVH, the difference in revenue hours is contributing \$2.7 million to the overall variance.

The contract transportation overrun is further offset with several underruns, which include the Vanpool Program, contracted fixed route services, 91 Express Lanes contracted services, and paratransit special agency services, totaling \$1.4 million. OCTA's Vanpool Program has been growing each month; however, the participation has been less than budgeted, leading to an underrun of \$0.7 million. Contracted fixed route services expenditures are also running under the budget due to a lag in billing for the month of December (\$0.5 million). Based on the average monthly expenditures, the underrun in this service is expected to be eliminated by year-end.

The toll road contracted services budget was developed with a 5 percent cost of living adjustment (COLA). The actual increase in the COLA was 3.22 percent, therefore contributing to the underrun by (\$0.1 million). The year-end estimate has been adjusted to reflect this difference. Furthermore, the paratransit special agency services has been running less hours than planned and also contributing to the overall variance by (\$0.1 million).



Fuels and Lubricants: Actuals of \$7.1 million are under the budget of \$10 million by 28.8 percent. The underrun can be attributed to several factors: First, OCTA is eligible to receive a retroactive cash reimbursement of \$0.50 cents per gallon as a credit on alternative fuels (i.e. liquefied natural gas [LNG] and CNG) through the 2005 energy and highway legislation. In the current fiscal year, OCTA has received approximately \$1.8 million of this credit, which has offset the total fuel and lubricant expenses. Second, the cost per gallon budgeted for LNG was \$0.92 cents (including sales tax); however, on average, the actual cost per gallon expensed is running at \$0.81 cents.

This lower price per gallon is contributing approximately \$0.4 million to the overall variance. Third, OCTA was running limited service during the nine-day strike, which resulted in approximately \$0.2 million less fuel expensed or 308,000 fewer gallons consumed. Lastly, the CNG fuel has not been utilized as planned due to the fact that for an extended period between September and December the Santa Ana Base experienced contaminated fuel which minimized the use of CNG buses (\$0.5 million). This underrun was offset by greater usage of diesel buses to backfill for the CNG buses that were not being operated.

Outside Services: Actuals are under the budget of \$17.7 million by \$3.1 million or 17.5 percent. The variance is primarily attributed to underruns in the Commuter Urban Rail Endowment (CURE) Fund for \$0.9 million, the Orange County Transit District (OCTD) Fund for \$0.9 million, the Service Authority for Freeway Emergency (SAFE) for \$0.4 million, the 91 Express Lanes for \$0.4 million, the General Fund for \$0.3 million, and Internal Service Funds for \$0.1 million.

Within the CURE Fund, the variance (\$0.9 million) can be attributed to Metrolink operating cost. OCTA's portion of Metrolink operating cost for the first quarter was offset by a credit (\$0.8 million) issued by the Southern California Regional Rail Authority (SCRRA) from a prior fiscal year's surplus of funds.

The variance within the OCTD Fund can be attributed to several line items. A portion of the variance (\$0.3 million) is due to lower than anticipated costs for maintenance and repairs for the CNG facility at the Santa Ana Base. The CNG fueling facility did not operate at capacity for September through December due to contaminated fuel, which meant that ongoing repairs and maintenance were not occurring.

In addition, there is a security services line item associated with the coach operator strike, which was not utilized as much as anticipated and is contributing another \$0.2 million to the variance. Lastly, there are a variety of revenue vehicle and equipment repair line items that were not utilized as

anticipated or are expensed on an as needed basis totaling \$0.3 million. Staff will revise the year-end estimate and budget these items as necessary in FY 2009.

Within the SAFE Fund, the variance of \$0.4 million is associated with the Freeway Service Patrol towing services where bids have been coming in lower than anticipated. While developing the budget, staff projected a cost per hour of \$70; however, the bids have been running in the range of \$56 to \$68 per hour.

The 91 Express Lanes are contributing \$0.4 million to the overall variance due to two line items, which include the system maintenance and support (\$0.2 million) and the telephone system upgrade for \$0.2 million. The system maintenance and support line item expenses have been running less than anticipated based on the final scope of work. Secondly, the telephone system upgrade will not be expensed in the current fiscal year, which is resulting in the variance through the second quarter. This item has been rebudgeted in the upcoming fiscal year and the year end estimate has been revised as appropriate.

Within the General Fund, the variance of \$0.3 million is due to a lag in invoices related to the hardware and software annual maintenance line items. Annual software and hardware maintenance encompasses upgrades and maintenance of all information technology for the OCTA. Another portion of this line item accounts for emergency maintenance, including time and materials for data processing equipment not covered under blanket maintenance/service contracts. These services are rendered on an as needed basis and are often difficult to predict during the course of the year. However, actuals are anticipated to be aligned with the budget by year end.

Finally, within the Internal Service Funds, the variance of \$0.1 million is due to insurance brokerage services. These services were originally anticipated to be expensed on a quarterly basis for a total of \$0.3 million for the entire fiscal year. However after further review, actuals for these services are being expensed on a monthly basis and at a lower cost than anticipated (\$9,000 per month).

**Insurance Claims Expense:** Insurance claims represent expenses associated with workers' compensation (WC) and personal liability/property damage (PL/PD) losses. The actuals of \$3.8 million are 50 percent below the budget of \$7.6 million. The primary reason for the underrun is associated with both the WC claims expense (\$2.7 million) and the WC excess liability (\$0.5 million). The underrun in WC claims expense stems from the fact that the budget is derived from an actuarial based projection, and actuals continue

to come in below the estimate. Furthermore, this positive downturn in WC expenses is due to a collaborative effort from OCTA staff including:

- Safety classes taught at the bases reducing accidents/claims
- A program which shares WC savings with coach operators as an incentive to reduce claims
- Aggressive action taken by risk management to close claims quickly

In addition, the WC excess liability insurance has been running below the budget for a couple of reasons. Staff was successful in negotiating a renewal premium below what was budgeted. Also, payments were scheduled to be incurred in the first half of the year; however, payments are being recorded on a monthly basis at an average of \$60,000 per month. This timing discrepancy is driving a portion of the variance.

The balance of the variance within the insurance claims category is attributed to the PL/PD claims expense and excess liability for \$0.4 million. The budget was developed utilizing an actuarial based projection of claims payout derived from a report conducted in 2006. However, the frequency and severity of claims has been less than anticipated during this current fiscal year, which has resulted in lower costs to OCTA.

Contributions to Other Agencies: Actuals of \$48.1 million are 31.4 percent below the budget of \$70.1 million. The majority of the variance can be attributed to several Metrolink program line items totaling \$14.2 million. These items include rail cars (\$7.6 million), grade crossing safety enhancements (\$2.3 million), eastern area maintenance facility (\$2 million), Santa Ana main track project (\$1.5 million), and Keller Street storage facility (\$0.8 million).

The operating agency for Metrolink, SCRRA, is in the process of invoicing OCTA for its share of the total cost of the rolling stock (\$7.6 million). Expenses for this item are expected to be incurred by the third quarter. The grade crossing safety enhancements (\$2.3 million) project schedule has been revised due to a change in scope and is expected to begin in the third quarter.

The eastern area maintenance facility has been delayed pending negotiations with the Burlington Northern Santa Fe Railway (BNSF) and SCRRA. Upon the two agencies reaching an agreement, staff expects actuals to be incurred during the third quarter. The Santa Ana double track project is contributing to the variance as a result of invoices being two months in arrears; however actuals are expected to align with the budget at year-end. Furthermore, the Keller Street project was initially delayed due to various design issues. As these issues are resolved, actuals are expected to be incurred during the second half of the fiscal year.

Also contributing to the variance is the Measure M competitive grant payments program for \$1.9 million. Staff has been working diligently with cities to expedite the closeout of previously approved projects and releasing their final payments. In addition, the Buena Park Intermodal Facility is contributing to the overall variance by \$1.2 million as staff seeks contract acceptance with the City of Buena Park.

Further adding to the variance is the Bristol Street Widening Project (\$2.5 million). Staff has recognized the slowdown in repayment requests since the City of Santa Ana has acquired most of the property required for the first phase of the project (McFadden Avenue to Pine Street). The City of Santa Ana is in the process of beginning the design for the second phase of the project (Third Street to Civic Center Drive). Staff anticipates repayments to come in lower than planned as right-of-way (ROW) purchases continue to be negotiated and design work is expected to be completed by April 2008.

The Irvine transportation parking structure is contributing to the underrun by \$0.8 million. Invoices for this project were anticipated to be received in the second quarter; however, due to ongoing coordination efforts actuals will be expensed in the fourth quarter.

Within the Service Authority for Abandoned Vehicles (SAAV) program, the annual payments to member agencies is also contributing to the variance by \$0.6 million. This line item was anticipated to be incurred on a quarterly basis; however, the payments are expected to be made during the second half of the fiscal year.

Professional Services: Actuals of \$17.6 million are 59.3 percent under the budget of \$43.1 million. The variance can be attributed to underruns in M2 (\$14.8 million), OCTD (\$5.8 million), Measure M program (\$1.5 million), General Fund (\$0.8 million), and Internal Service Funds (\$0.4 million).

There are several items within the M2 program that are contributing to the underrun. The Orange Freeway (State Route 57) Orangethorpe Avenue to Lambert Road project is contributing to the majority of the variance by \$10.2 million. The design portion of this project is moving forward through the procurement phase, and expenses are anticipated to be incurred by the third quarter. The San Diego Freeway (Interstate 405) project between Los Alamitos and Costa Mesa Freeway (State Route 55) is also contributing to the variance by \$1.9 million. This variance stems from a timing difference with respect to the budget cashflow; however, the project costs are expected to be encumbered in the third quarter. Another project that is contributing to the overall variance is the Santa Ana Freeway (Interstate 5), south of the El Toro "Y," for \$1.6 million. A portion of this line item is also moving forward with the

initiation of a project study report (PSR). The PSR is the next step in the process, which will include the conceptual engineering and planning phase to help identify the scope of work. This PSR effort is expected to be expensed during the third quarter.

Within the OCTD Fund, the bus rapid transit (BRT) project is contributing to the variance by \$5.4 million due to a timing difference associated with the BRT design costs. The budget was developed with anticipation that costs would be incurred in December 2007. However, staff has confirmed that this item is expected to be encumbered in the third quarter, as this item is currently in the process of being presented to the Board for approval.

The Measure M program is contributing to the overall variance by \$1.5 million. This underrun is attributed to SBOE fees (\$0.9 million) and several on-call professional services line items, which include: appraisal review services (\$0.3 million), environmental services (\$0.1 million), excess land disposition (\$0.1 million), and ROW engineering services (\$0.1 million).

The SBOE has revised its formula for charging administrative fees, which were budgeted at 1.5 percent, while actuals are expected to be closer to 0.9 percent. Thus causing \$0.9 million to the overall variance.

There is also an underrun within the General Fund for \$0.4 million related to a federal lobbyist line item. The lobbyist contract was anticipated to be encumbered by December 2007; however, this item was pending Board review and approval, and the contract is now expected to be signed and executed in the third quarter. In addition, there are two soundwall projects (\$0.4 million), El Camino Real and Avenida Vaquero soundwalls that are underrunning due to the timing of the invoicing. This variance is expected to be expensed during the third quarter.

Within the Internal Service Fund, the majority of the variance (\$0.4 million) is attributed to the legal fees and costs budgeted for PL/PD liability lawsuits. Legal fees are utilized on an as needed basis; therefore, the frequency and timing is difficult to predict. Legal fees include, but are not limited to, accident reconstruction expenses, independent medical exams, and expert witness testimony to defend OCTA in legal liability matters. As with legal fees, legal costs are incurred on an as-needed basis and are difficult to predict. The year-end estimate will remain the same for these two items, given their unpredictable nature.

#### Capital and Fixed Assets Summary

During the second quarter, capital and fixed assets actuals of \$10.8 million are 60.6 percent below the budget of \$27.5 million. The primary variances are

---

associated with work in process and capital expense categories provided below.

Work in Process: Actuals of \$0.2 million are running 95.3 percent below the budget of \$4.8 million. The primary reason for the underrun is due to the State Route 22 (SR-22) design-build contract change orders (CCO) contingency line item for \$4.5 million. The CCO were reviewed by the Board and approved as of January 21, 2008; therefore, these expenses are expected to be incurred by the third quarter.

Capital Expense-Local Funding: Actuals of \$3.3 million are running \$4.6 million or 58.7 percent under the budget of \$7.9 million. There are several line items which are contributing to the majority of the variance within the following OCTA divisions. The 91 Express Lanes budget is contributing \$1.8 million; Transit Division is contributing \$1.7 million; Development Division is contributing \$0.4 million; External Affairs is contributing \$0.4 million.

Within the 91 Express Lanes program, the items that are primarily causing the variance include the electronic toll system technology upgrade (\$1.5 million) and the roadway repairs for \$0.3 million.

The electronic toll system technology upgrade project was originally scheduled to be expensed in October 2007. However, the project is currently on hold, pending the recruitment of an information technology project manager. Pending the outcome of this recruitment, actuals are anticipated to be incurred in the fourth quarter.

Roadway repairs covers costs associated with maintaining the 91 Express Lanes. Repairs are incurred based on the results of an annual 91 Express Lanes pavement management report (PMR) update. The results of the PMR will dictate how these funds are spent. Staff is currently awaiting the results of this report, which is expected to be received from BTC Laboratories by the third quarter.

Within the Transit Division, there are several line items that are contributing to the variance. These items include the electronic timekeeping system (\$0.5 million), bus seat upgrade project (\$0.4 million), vehicle paint project (\$0.2 million), steam rack repair (\$0.2 million), and the overhead door project (\$0.1 million).

Staff anticipated the electronic timekeeping system to be expensed in November 2007; however, the Transit Committee had not approved the project by the end of the quarter. Staff is preparing responses to committee members' concerns, thus the variance will likely remain until late in the third or fourth quarter of this fiscal year. The bus seat upgrade project was anticipated to be

expensed in October 2007; however, the funds tied to this line item have been incorporated into an amendment for engine upgrades for 98 of the CNG buses, as well as express seating upgrades for 30 mid-size buses. These costs are expected to be encumbered in the third quarter.

The Transit Division had anticipated to repair the steam rack wall located at the Santa Ana Base. However, this project has since been cancelled because the repairs are anticipated to be covered by warranty work by the engineering firm that built the wall. In addition, there is an underrun associated with the repainting project that was scheduled for each of the OCTA facilities. The requisition is working its way through the procurement process, and the funds are anticipated to be spent in the fourth quarter of this fiscal year.

Within the Development Division, there is one item that is contributing to the underrun; this includes the waterproof parking structure modifications for the Anaheim Base totaling \$0.4 million. A contract has been executed for this line item for an amount less than anticipated based on the scope of the work needed to deliver this project.

The External Affairs Division has a prepaid fare media software project that is moving forward for \$0.4 million. A requisition has been submitted, and the item is expected to go to the Board in the third quarter. The variance was caused by the timing of the procurement compared to the planned expenditure cashflow.

Construction in Progress: Actuals of \$7.3 million are 50.3 percent or \$7.4 million under the budgeted amount of \$14.7 million. The variance is comprised of multiple line items which include the following: The Laguna Niguel Metrolink parking expansion (\$4.7 million), Aliso Creek Soundwall construction and construction management project (\$1.4 million), Imperial Highway Smart Street project (\$0.3 million), Interstate 5 (I-5) Gateway construction support and utility relocation (\$0.7 million), and the cooperative agreement for the Riverside Freeway (State Route 91) lane addition (\$0.3 million).

A variance of \$4.7 million is due to the Laguna Niguel Metrolink parking expansion. This project is being delayed pending OCTA confirming the cost agreement with the City of Laguna Niguel. The Aliso Creek soundwall project is contributing \$1.4 million to the underrun as a result of the project costs coming in lower than anticipated. The Imperial Highway Smart Street represents a three phase project, with the first and second phases moving forward this year (\$0.3 million), and with phase 3 taking place next year. Phases one and two are expected to be incurred within the third quarter but are currently contributing to the variance as a result of the timing of the cashflow. The year-end estimate for this item will be adjusted accordingly.

The I-5 Gateway construction support services item is contributing to the underrun by \$0.2 million as a result of invoicing running one month in arrears. The project utility relocation line item is contributing to the variance by \$0.5 million due to the lag time associated with the utility companies submitting invoices for completed construction and relocation work. The State Route 91 (SR-91) lane addition between the Eastern Toll Road (State Route 241) and the Chino Valley Freeway (State Route 71) line item is a joint effort between OCTA and the California Department of Transportation (Caltrans). OCTA has submitted an agreement that is currently being reviewed by Caltrans and pending signatures. Once this agreement is finalized, staff anticipates expenses to be incurred by March 2008.

A fund level analysis as well as fund level financial schedules for the General Fund, Local Transportation Authority Fund, Orange County Transit District Fund, 91 Express Lanes Fund, and the Internal Service Funds are included as Attachments A and B.

### **Summary**

In summary, Orange County Transportation Authority's revenues are running in alignment with the budget with the receipt of federal capital assistance grants and interest income; however, this is offset with the underruns in sales tax, farebox revenues, and state grants. The net result in revenues represents an overrun through the second quarter of \$1.5 million or 0.5 percent. The total expenses to date are running under the budget with the salaries and benefits budget under by \$2.9 million or 3.7 percent. This variance is primarily due to the existing vacancies and the impact of the coach operator strike. The services and supplies budget is accounting for \$58.2 million or 74.9 percent of the underrun, while capital and fixed assets is contributing \$16.6 million or 21.4 percent to the overall variance in expenses. Many of these expenses are currently working their way through the procurement process. However, staff will continue to monitor the progress of the budget, and as necessary, adjust the year-end estimate where appropriate.



---

**Attachments**

- A. Fund Level Analysis
- B. Fund Level Financial Schedules

**Prepared by:**



Rene I. Vega  
Section Manager, Budget Development  
Financial Planning and Analysis  
(714) 560-5702

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678

**Fund Level Analysis**

**General Fund – Revenue Summary**

Revenues are running \$4.6 million under the budget of \$5.9 million, while expenditures are under by \$11.7 million compared to a budget of \$42.1 million or 27.9 percent.

**Variance Analysis – Revenues**

Federal Capital Grants: Actuals are running below the budget by \$3.7 million or 91.5 percent. This variance is associated with the two following projects: Irvine Transportation Center construction and the installing and commissioning of the video surveillance systems (VSS) at the Santa Ana, Orange, Tustin, and Irvine Metrolink stations. While these projects are moving forward, federal grant reimbursements are not expected to occur until the end of the fiscal year.

State Assistance: Actuals are running under the budget by \$1.9 million primarily due to the Tustin Metrolink Station Parking Structure project. This project has been temporarily delayed while the cooperative agreements are negotiated with the City of Tustin. In addition, there is an accrual reversal (\$0.6 million) associated with the prior fiscal year that is also contributing to this variance.

**Variance Analysis – Expenses**

Professional Services: Actuals are running under the budget by \$7.1 million. The variance can be primarily attributed to the Transit Systems Development Department (\$6.2 million) and the Planning and Analysis Department (\$0.9 million).

In the Transit Systems Development Department, the bus rapid transit (BRT) project is contributing to the variance by \$6.2 million, due to a timing difference associated with the BRT design costs. The budget was developed with anticipation that costs would be incurred in December 2007; however, staff has confirmed that this item is expected to be encumbered in the third quarter. This item is currently in the process of being presented to the Board of Directors (Board) for approval. Within the Planning and Analysis Department, the Central County Major Investment Study is contributing \$0.9 million to the variance. This project is currently under review and is expected to be expensed by the fourth quarter.

Contributions to Other Agencies: Actuals are under the budget by \$3.7 million. The underrun is primarily due to the Bristol Street Widening Project. Staff has recognized the slowdown in repayment requests due to the fact that the City of Santa Ana has acquired most of the property required for the first phase of the project (McFadden Avenue to Pine Street). The City of Santa Ana is in the

process of beginning the design for the second phase of the project (Third Street to Civic Center Drive); however, based on the current spending pattern, the year end estimate has been revised to account for this slowdown.

### **Local Transportation Authority (LTA) Fund – Revenue and Expense Summary**

Revenues of \$143.1 million are \$11 million or 7.1 percent under the budget of \$154.1 million. Expenditures of \$45.3 million are also under the budget by 29.1 percent or \$18.6 million.

#### **Variance Analysis – Revenues**

**Taxes and Fees:** Actuals are running 8.8 percent below the budget of \$140.6 million. This category represents the ½ cent LTA sales tax revenues. Sales tax receipts are administered and advanced by the State Board of Equalization (SBOE) based on transactions and use tax within the County. In developing the sales tax revenue budget, staff used the first six months of actuals in fiscal year (FY) 2007 and annualized the remaining half of the year, which is escalated based on a blended sales tax growth rate of 4.893 percent. The underrun is caused by two factors: the second half of FY 2007 ran approximately 3 percent less than anticipated, resulting in a lower base sales tax figure. In addition, the Orange County Transportation Authority's (OCTA) sales tax revenues have been experiencing a decline of 2.24 percent through the second quarter, while the projected blended sales tax growth rate was 4.893 percent.

**Other Financial Assistance:** Actuals are running \$1.1 million over the budget. This variance is primarily caused by OCTA receiving \$1.1 million in Traffic Congestion Relief Program (TCRP) funds associated with the Garden Grove Freeway (State Route 22) design-build project. Staff did not anticipate the receipt of these TCRP funds, which was generated from a revision to the California Transportation Commission allocation.

#### **Variance Analysis – Expenses**

**Professional Services:** Actuals are \$1.6 million or 18.1 percent under the budget of \$8.8 million. This underrun can be attributed to several projects, which include the SBOE fees related to the Measure M sales taxes (\$0.9 million), on-call appraisal review services (\$0.3 million), environmental services (\$0.1 million), excess land disposition (\$0.1 million), and right-of-way (ROW) engineering services (\$0.1 million).

The SBOE has revised its formula for charging administrative fees, which were budgeted at 1.5 percent, while actuals are expected to be closer to 0.9 percent. The on-call appraisal review services, environmental services, excess land disposition, and ROW engineering services are utilized on an as needed basis and have not been expensed as planned. The year-end estimate has been adjusted accordingly.

Contributions to Other Agencies: Actuals of \$30.7 million are \$5.4 million or 14.9 percent below the budget of \$36.1 million. This underrun can be attributed to several items, which include the procurement of Metrolink locomotives (\$2 million), the Measure M competitive grant payments (\$1.9 million), and the Buena Park Inter-modal Facility (\$1.2 million). With respect to the Measure M competitive grant payments program, staff has been working diligently with cities to expedite the closeout of previously approved projects and releasing their final payments. As for the Metrolink locomotives, the operating agency for Metrolink, Southern California Regional Rail Authority (SCRRA), is in the process of invoicing OCTA for its share of the total cost of the rolling stock. Expenses for this item are expected to be incurred by the third quarter.

Work in Process: Actuals of \$0.2 million are running 95.3 percent below the budget of \$4.8 million. The primary reason for the underrun is due to the State Route 22 (SR-22) design-build contract change orders (CCO) contingency line item for \$4.5 million. The CCO were reviewed by the Board and approved as of January 21, 2008; therefore, these expenses are expected to be incurred by the third quarter.

Construction in Progress: Actuals of \$6.7 million are \$6.9 million under the budget of \$13.6 million. This variance can be attributed to following line items: The Laguna Niguel Metrolink parking expansion (\$4.7 million), Aliso Creek soundwall construction and construction management project (\$1.4 million), and Santa Ana Freeway (Interstate 5) Gateway construction support and utility relocation (\$0.7 million)

The variance of \$4.7 million is due to the Laguna Niguel Metrolink parking expansion, which has been delayed pending OCTA confirming the cost agreement with the City of Laguna Niguel. The Aliso Creek soundwall project is contributing \$1.4 million to the underrun as a result of the project costs coming in lower than anticipated.

The Interstate 5 (I-5) Gateway construction support services is contributing to the underrun by \$0.2 million as a result of invoicing running one month in arrears. The project utility relocation line item is contributing to the variance by

\$0.5 million due to the lag time associated with the utility companies submitting invoices for completed construction and relocation work.

### **Orange County Transit District Fund – Revenue and Expense Summary**

Revenues of \$70.9 million are over the budget by \$15.9 million. Expenditures of \$100.1 million are 7.2 percent under the budget of \$107.9 million.

#### **Variance Analysis – Revenues**

Farebox Revenue: Actuals of \$23.8 million are 11.9 percent below the budget of \$27 million. The underrun can be attributed to the nine-day coach operator strike. During this period, there was limited service provided, and this resulted in a loss of ridership of 2 million boardings during the month of July alone. Furthermore, once an agreement was reached, OCTA offered free rides for four days subsequent to the strike, which further compounded the impact to the farebox revenue. Although boardings have been progressively increasing through December, ridership is still lower compared to the same period last year. As a result, there is a corresponding reduction in farebox revenues of \$3.1 million, with the largest underrun occurring within regular full fares and local pass fare media for directly operated service.

Other Financial Assistance: Actuals of \$11.4 million are running 9.7 percent below the budget of \$12.6 million. The majority of the variance (\$1 million) is associated with Mobile Source Air Pollution Reduction Committee (MSRC) funding that OCTA is eligible to receive for the Santa Ana compressed natural gas (CNG) fueling station. These funds are contingent upon OCTA accepting the fueling station from the contractor based on a series of performance requirements. The station has been completed and operational. However, the contractor has not been able to meet the performance requirements of the agreement due to excessive water within the natural gas utility line. On January 12, 2008, Southern California Gas Company “pigged” the gas line to remove the excess moisture, and the levels have returned to normal. Subsequent to this procedure, OCTA will complete another round of testing to determine if the station meets the requirements and can be accepted. Once approved, staff will seek reimbursement for the MSRC dollars.

Federal Capital Grants: Actuals of \$23.3 million represent receipts of \$31.3 million associated with the reimbursement of progress payments made towards the New Flyer of America contract for the CNG buses. These receipts are offset with \$7.7 million in accrual reversals related to the CNG buses, debt service (\$0.8 million), and the federal Homeland Security grants funds (\$0.5 million) to cover the cost of video surveillance cameras including sales tax on paratransit vans.

## **Variance Analysis – Expenses**

Salaries are running lower than the budget by \$1.4 million or 3.8 percent. This underrun in regular salaries was primarily caused by the nine-day coach operator strike, which amounted to approximately \$1.2 million of the variance. The balance of the variance can be attributed to a net underrun in bargaining and administrative overtime.

Contract Transportation: Actuals of \$15.5 million are running over the budget by 10.4 percent or \$1.5 million. The primary reason for variance can be attributed to an overrun of revenue vehicle hours (RVH) associated with the federally mandated ACCESS service. When developing the FY 2007-08 budget, staff anticipated a larger shift of ACCESS riders from the primary service to taxi cab services, thereby reducing RVH. However, the shift in riders has not occurred at the rate expected, and as a result, RVH has not decreased as planned. Community Transportation Services staff is continuing to evaluate the existing service delivery model to determine how best to utilize the existing budgeted resources.

Fuels and Lubricants: Actuals of \$7.1 million are under the budget of \$10 million by 28.8 percent. The underrun can be attributed to several factors. First, OCTA is eligible to receive a retroactive cash reimbursement of \$0.50 cents per gallon as a credit on alternative fuels (i.e. liquefied natural gas [LNG] and CNG) through the 2005 energy and highway legislation. OCTA has received approximately \$1.8 million of this credit, which has offset the total fuel and lubricant expenses. Second, the cost per gallon budgeted for LNG was \$0.92 cents (including sales tax); however, on average the actual cost per gallon expensed is running at \$0.81 cents. This lower price per gallon is contributing approximately \$0.4 million to the overall variance. Third, OCTA was running limited service during the nine-day strike, which resulted in approximately \$0.2 million less fuel expensed or 308,000 fewer gallons consumed. Lastly, the CNG fuel has not been utilized as planned due to an extended period of time between September and December, when the Santa Ana Base experienced contaminated fuel which minimized the use of CNG buses (\$0.5 million). This underrun was offset by greater usage of diesel buses to backfill for the CNG buses that were not being operated.

Capital Expense-Locally Funded: Actuals of \$2.1 million are running 54.1 percent below the budget of \$4.6 million. The variance can be attributed to several transit related line items. These items include the electronic timekeeping system (\$0.6 million), bus seat upgrade project (\$0.6 million), vehicle paint project (\$0.2 million), steam rack repair (\$0.2 million), the overhead door project (\$0.1 million), and the waterproof parking structure modifications (\$0.4 million).

Staff anticipated the electronic timekeeping system to be expensed in November 2007; however, the Transit Committee had not approved the project by the end of the quarter. Staff is preparing responses to committee members' concerns; thus, the variance will likely remain until late in the third or fourth quarter of this fiscal year. The bus seat upgrade project was anticipated to be expensed in October 2007. However, the funds tied to this line item have been incorporated into an amendment for engine upgrades for 98 of the CNG buses as well as express seating upgrades for 30 mid-size buses. These costs are expected to be encumbered by third quarter.

Staff had anticipated to complete a repair to the steam rack wall at the Santa Ana Base. However, this project has since been cancelled because the repairs are anticipated to be covered by warranty work by the engineering firm that built the wall. In addition, there is an underrun associated with the repainting project that was scheduled for each of the OCTA facilities. The requisition is working its way through the procurement process, and the funds are anticipated to be spent in the fourth quarter of this fiscal year.

Within the facilities engineering section there is one item that is contributing to the underrun. This item includes the waterproof parking structure modifications for the Anaheim Base for \$0.4 million. A contract has been executed for an amount less than anticipated based on the scope of the work needed to deliver the project. The year-end estimate for this line item will be reduced accordingly.

### **91 Express Lanes Fund – Revenue and Expense Summary**

Revenues of \$25.4 million are 0.6 percent above the budget of \$25.2 million. Expenditures of \$11.8 million are 24.8 percent under the budget of \$15.7 million.

#### **Variance Analysis – Expenses**

Capital Expense-Locally Funded: The actuals of \$0.5 million are under the budget of \$2.9 million by 83.6 percent.

The variance is primarily associated with the electronic toll system technology upgrade (\$1.5 million), roadway repairs (\$0.3 million), and the toll pro major version upgrade (\$0.2 million).

The electronic toll system technology upgrade project was originally scheduled to be expensed in October 2007. However, the project is currently on hold, pending the recruitment of an information technology (IT) project manager. Pending the outcome of this recruitment, actuals are anticipated to be incurred in the fourth quarter.

Roadway repairs covers costs associated with maintaining the 91 Express Lanes. Repairs are incurred based on the results of an annual 91 Express Lanes Pavement Management Report (PMR) update. The results of the PMR will dictate how these funds are spent. Staff is currently awaiting the results of this report, which is expected to be received from BTC Laboratories by the third quarter. The toll pro major version upgrade line item is also dependent on the outcome of the IT project manager recruitment. This system upgrade project has been deferred until FY 2009.

### **Internal Service Funds – Revenue and Expense Summary**

Revenues of \$1.5 million are running in line with the budget, while expenditures of \$3.9 million are 52.5 percent under the budget of \$8.3 million.

### **Variance Analysis – Expenses**

Insurance Claims Expense: Insurance claims represent expenses associated with workers' compensation (WC) and personal liability and property damage (PL/PD). The actuals of \$3.6 million are \$3.7 million below the budget of \$7.3 million. The primary reason for the underrun is associated with both the WC claims expense (\$2.7 million) and the WC excess liability (\$0.5 million). The underrun in WC claims expense stems from the fact that the budget is derived from an actuarial based projection, and actuals continue to come in below the estimate. Furthermore, this positive downturn in WC expenses is due to a collaborative effort from OCTA staff including:

- Safety classes taught at the bases reducing accidents/claims
- A program which shares worker's compensation savings with coach operators as an incentive to reduce claims
- Aggressive action taken by risk management to close claims quickly

In addition, the WC excess liability insurance has been running below the budget for a couple of reasons. Staff was successful in negotiating at a level below that was initially budgeted. Also, payments were scheduled to be incurred in the first half of the year; however, payments are being recorded on a monthly basis at an average of \$60,000 per month. This timing discrepancy is driving a portion of the variance.

The balance of the variance within the insurance claims category is attributed to the PL/PD claims expense and excess liability for \$0.4 million. These expenses are running under for a couple of reasons. The budget was developed utilizing an actuarial based projection of claims payout derived from a report conducted in 2006. However, the frequency and severity of claims has been less than anticipated during this current fiscal year, which has resulted in lower costs to OCTA.



**Fund Level Financial Schedules**

**General Fund  
Revenues and Expenses**

*In Thousands*

Description	Budget	Actual	Variance	%
Federal Capital Grants	\$ 4,083	\$ 347	\$ (3,736)	-91.5%
State Assistance	1,342	(594)	(1,936)	-144.2%
Federal Operating Grants	-	(43)	(43)	0.0%
Fees and Fines	70	76	6	9.1%
Interest Income	210	494	284	135.8%
Other Financial Assistance	-	308	308	100.0%
Miscellaneous	201	750	549	273.1%
<b>Total Revenues</b>	<b>\$ 5,907</b>	<b>\$ 1,339</b>	<b>\$ (4,567)</b>	<b>-77.3%</b>
Other Benefits	\$ 706	\$ 763	\$ (57)	-8.1%
Pensions	2,935	2,906	29	1.0%
Compensated Absences	1,314	1,208	106	8.1%
Insurances	402	263	139	34.6%
Extra Help Employees	453	288	165	36.5%
Health Care	1,628	1,386	242	14.9%
Salaries-Regular Employees	10,234	9,714	520	5.1%
<b>Total Salaries and Benefits</b>	<b>\$ 17,672</b>	<b>\$ 16,528</b>	<b>\$ 1,144</b>	<b>6.5%</b>
Utilities	\$ 325	\$ 485	\$ (160)	-49.3%
Leases	2,269	2,362	(93)	-4.1%
Office Expense	785	850	(65)	-8.3%
Maintenace Expense	3	0	3	94.2%
Other Materials and Supplies	56	35	20	36.4%
Miscellaneous Expense	217	196	21	9.7%
Advertising Fees	200	172	28	14.2%
Travel, Training, and Mileage	269	176	93	34.7%
Outside Services	2,022	1,753	269	13.3%
Contributions to other Agencies	5,593	1,907	3,686	65.9%
Professional Services	12,281	5,211	7,070	57.6%
<b>Total Services and Supplies</b>	<b>\$ 24,021</b>	<b>\$ 13,149</b>	<b>\$ 10,872</b>	<b>45.3%</b>
Capital Expense-Locally Funded	\$ 432	\$ 701	\$ (269)	-62.4%
<b>Total Expenses</b>	<b>\$ 42,125</b>	<b>\$ 30,378</b>	<b>\$ 11,747</b>	<b>27.9%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

## Local Transportation Authority Fund (Measure M) Revenues and Expenses

*In Thousands*

Description	Budget	Actual	Variance	%
Taxes/Fees	\$ 140,649	\$ 128,335	\$ (12,314)	-8.8%
Federal Capital Assistance Grants	930	71	(859)	-92.4%
Sale Capital Assets	1,073	1,073	-	0.0%
Rental Income	117	214	97	82.8%
Interest Income	11,307	12,283	977	8.6%
Other Financial Assistance	-	1,105	1,105	100.0%
<b>Total Revenues</b>	<b>\$ 154,076</b>	<b>\$ 143,081</b>	<b>\$ (10,994)</b>	<b>-7.1%</b>
Utilities	\$ -	\$ 8	\$ (8)	100.0%
Travel, Training, and Mileage	2	2	1	29.9%
Miscellaneous Expense	12	9	3	21.3%
Office Expense	35	14	20	58.5%
Advertising Fees	31	-	31	100.0%
Debt Service	439	396	43	9.8%
Outside Services	73	21	52	71.7%
Professional Services	8,752	7,168	1,584	18.1%
Contributions to Other Agencies	36,076	30,700	5,376	14.9%
<b>Total Services and Supplies</b>	<b>\$ 45,419</b>	<b>\$ 38,317</b>	<b>\$ 7,102</b>	<b>15.6%</b>
Work in Process	\$ 4,808	\$ 226	\$ 4,582	95.3%
Construction in Progress	13,641	6,721	6,920	50.7%
<b>Total Capital</b>	<b>\$ 18,449</b>	<b>\$ 6,948</b>	<b>\$ 11,501</b>	<b>62.3%</b>
<b>Total Expenses</b>	<b>\$ 63,868</b>	<b>\$ 45,265</b>	<b>\$ 18,603</b>	<b>29.1%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

## Orange County Transit District Fund Revenues and Expenses

*In Thousands*

Description	Budget	Actual	Variance	%
Farebox Revenue	\$ 27,005	\$ 23,796	\$ (3,209)	-11.9%
Other Financial Assistance	12,591	11,374	(1,216)	-9.7%
Interest Income	3,818	3,081	(737)	-19.3%
Federal Operating Grants	1,400	1,146	(255)	-18.2%
Advertising Revenue	2,058	1,980	(77)	-3.8%
Rental Income	253	306	52	20.7%
Insurance Recoveries	108	345	238	220.9%
Taxes/Fees	5,321	5,651	330	6.2%
Federal Capital Grants	2,477	23,261	20,784	839.1%
<b>Total Revenues</b>	<b>\$ 55,030</b>	<b>\$ 70,940</b>	<b>\$ (15,910)</b>	<b>-28.9%</b>
Other Benefits	\$ 1,775	\$ 2,045	\$ (270)	\$ (0)
Pensions	8,393	8,599	(206)	-2.5%
Insurances	807	700	106	13.2%
Compensated Absences	4,524	4,346	177	3.9%
Extra Help Employees	590	378	212	35.9%
Health Care	7,924	7,587	337	4.3%
Salaries-Regular Employees	37,949	36,503	1,447	3.8%
<b>Total Salaries and Benefits</b>	<b>\$ 61,961</b>	<b>\$ 60,159</b>	<b>\$ 1,803</b>	<b>2.9%</b>
Contract Transportation	\$ 14,005	\$ 15,464	\$ (1,459)	-10.4%
Contributions to Other Agencies	84	338	(255)	-304.7%
Other Materials and Supplies	577	687	(111)	-19.2%
Maintenance Expense	4,521	4,586	(65)	-1.4%
Insurance Claim Expense	-	3	(3)	100.0%
Debt Service	32	0	32	99.4%
Miscellaneous Expense	169	120	49	28.9%
Utilities	885	833	52	5.9%
Advertising Fees	93	38	55	59.0%
Leases	406	302	104	25.5%
Office Expense	506	339	167	32.9%
Travel, Training, and Mileage	472	284	188	39.9%
Tires and Tubes	1,096	757	339	30.9%
Professional Services	2,269	1,626	643	28.3%
Outside Services	6,260	5,332	929	14.8%
Fuels and Lubricants	10,010	7,131	2,879	28.8%
<b>Total Services and Supplies</b>	<b>\$ 41,384</b>	<b>\$ 37,840</b>	<b>\$ 3,543</b>	<b>8.6%</b>
Capital Expense-Locally Funded	\$ 4,557	\$ 2,090	\$ 2,467	54.1%
<b>Total Capital</b>	<b>\$ 4,557</b>	<b>\$ 2,090</b>	<b>\$ 2,467</b>	<b>54.1%</b>
<b>Total Expenses</b>	<b>\$ 107,902</b>	<b>\$ 100,089</b>	<b>\$ 7,813</b>	<b>7.2%</b>

\*Revenues - (under) / over

\*Expenses - under / (over)

## 91 Express Lanes Fund Revenues and Expenses

*In Thousands*

Description	Budget	Actual	Variance	%
Toll Road Revenue	\$ 19,923	\$ 19,312	\$ (611)	-3.1%
Insurance Recovery	27	8	(19)	-71.2%
Interest Income	1,474	1,719	245	16.6%
Miscellaneous Toll Road Revenue	3,782	4,314	532	14.1%
<b>Total Revenues</b>	<b>\$ 25,207</b>	<b>\$ 25,352</b>	<b>\$ 146</b>	<b>0.6%</b>
Miscellaneous Expense	\$ 86	\$ 313	\$ (226)	-262.0%
Equipment/Structure	5	2	3	60.0%
Leases	206	202	5	2.2%
Travel, Training, and Mileage	13	0	13	97.7%
Insurance Claims Expense	250	198	52	20.7%
Utilities	68	7	61	89.5%
Advertising Fees	97	16	81	83.8%
Contract Transportation	2,997	2,875	122	4.1%
Office Expense	286	58	228	79.7%
Debt Service	5,819	5,496	323	5.6%
Outside Services	1,189	822	367	30.9%
Professional Services	1,784	1,344	440	24.7%
<b>Total Services and Supplies</b>	<b>\$ 12,800</b>	<b>\$ 11,333</b>	<b>\$ 1,468</b>	<b>11.5%</b>
Capital Expense-Locally Funded	\$ 2,900	\$ 475	\$ 2,425	83.6%
<b>Total Capital</b>	<b>\$ 2,900</b>	<b>\$ 475</b>	<b>\$ 2,425</b>	<b>83.6%</b>
<b>Total Expenses</b>	<b>\$ 15,700</b>	<b>\$ 11,807</b>	<b>\$ 3,893</b>	<b>24.8%</b>

*\*Revenues - (under) / over*

*\*Expenses - under / (over)*

## Internal Service Funds Revenues and Expenses

*In Thousands*

Description	Budget	Actual	Variance	%
Insurance Recoveries	\$ 150	\$ 0	\$ (150)	-99.7%
Interest Income	1,361	1,455	94	6.9%
<b>Total Revenues</b>	<b>\$ 1,511</b>	<b>\$ 1,456</b>	<b>\$ (55)</b>	<b>-3.7%</b>
Miscellaneous Expense	\$ 2	\$ 1	\$ 1	56.9%
Outside Services	179	57	122	68.3%
Professional Services	735	147	588	80.0%
Insurance Claims Expense	7,338	3,624	3,714	50.6%
<b>Total Services and Supplies Expenses</b>	<b>\$ 8,253</b>	<b>\$ 3,919</b>	<b>\$ 4,334</b>	<b>52.5%</b>

*\*Revenues - (under) / over*

*\*Expenses - under / (over)*





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Approval of Local Transportation Fund Fiscal Year 2008-09  
Apportionment Estimates

Finance and Administration Committee meeting of February 27, 2008

**Present:** Directors Amante, Brown, Buffa, Campbell, Green, and Moorlach  
**Absent:** Directors Bates and Nguyen

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Approve the Local Transportation Fund fiscal year 2008-09 apportionment estimates and authorize the Chief Executive Officer to advise all prospective claimants of the amounts of all area apportionments from the Orange County Local Transportation Fund for the following fiscal year.



**February 27, 2008**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, <sup>AL</sup> Chief Executive Officer  
**Subject:** Approval of Local Transportation Fund Fiscal Year 2008-09 Apportionment Estimates

**Overview**

The Orange County Transportation Authority, as the transportation planning agency and county transportation commission for Orange County, is responsible for developing estimates used in apportioning revenues earned and deposited in the Orange County Local Transportation Fund. Transportation Development Act regulations require that the apportionments for fiscal year 2008-09 be determined and prospective claimants be advised of the amounts.

**Recommendation**

Approve the Local Transportation Fund fiscal year 2008-09 apportionment estimates and authorize the Chief Executive Officer to advise all prospective claimants of the amounts of all area apportionments from the Orange County Local Transportation Fund for the following fiscal year.

**Background**

The Transportation Development Act (TDA) of 1971 established a funding source dedicated to transit and transit-related projects. The funding source consists of two parts: Local Transportation Fund (LTF) and State Transit Assistance Fund (STAF). The LTF is derived from 1/4 cent of the 7.75 percent sales tax in Orange County the STAF consists of sales taxes on gasoline and diesel fuel appropriated by the State Legislature from the State Transportation Planning and Development Account. The LTF revenues are collected by the State Board of Equalization and returned monthly to the local jurisdictions based on the volume of sales during each month.



***Discussion***

The estimate of LTF revenues for fiscal year (FY) 2008-09 has been calculated by the Orange County Transportation Authority at \$149,462,007. The forecast was based on FY 2007-08 estimated actuals and was adjusted by a 3.39 percent growth rate. The 3.39 percent blended rate was comprised of estimates from Chapman University, California State University, Fullerton, and University of California, Los Angeles. The FY 2008-09 apportionment reflects a 5.2 percent decrease over the FY 2007-08 apportionment and has been reviewed by the Orange County Auditor-Controller.

The Orange County bankruptcy relief and TDA diversion legislation, which was passed in 1995, indicated that total LTF revenues available for apportionment will be reduced each year by \$38,000,004. This diversion will be transferred directly to the County of Orange General Fund and will be in effect from FY 1996-97 through FY 2010-11. As a result of this diversion, the amount of the FY 2008-09 LTF apportionment available for public transportation claimants has been reduced to \$111,462,003.

The FY 2008-09 apportionment is summarized in the following table:

LTF Revenues	
Estimated Fiscal Year 2008-09 Sales and Use Tax Receipts	\$ 149,462,007
Less - transfer to Orange County General Fund	(38,000,004)
Total funds available for apportionment	\$ 111,462,003
Article 3 payments:	
Orange County Auditor-Controller - Administration	4,255
Orange County Transportation Authority - County Transportation Commission Administration	113,693
Orange County Transportation Authority - County Transportation Commission Planning	4,483,860
Southern California Association of Governments - regional planning	180,600
Bicycle, Pedestrian Facilities and Bus Stop Accessibility Program	2,133,592
Sub-total - Article 3 funding	\$6,916,000

Articles 4 and 4.5 payments:	
Orange County Transit District - Consolidated Transportation Service Agency Funding - Article 4.5	\$ 5,227,300
Orange County Transit District - Public Transit Funding - Article 4	98,226,085
Laguna Beach Municipal Transit Lines - Public Transit Funding – Article 4	1,092,618
Sub-total - Articles 4 and 4.5 funding	104,546,003
Total funds apportioned	\$ 111,462,003

Part of the Article 4.5 allocation to Orange County Transit District is being transferred to cities and non-profit agencies in Orange County for operation of the Senior Mobility Program.


**Summary**

Staff recommends approval of the Local Transportation Fund fiscal year 2008-09 apportionment estimates. Staff also recommends authorizing the Chief Executive Officer to advise all prospective claimants of the amounts of all area apportionments from the Orange County Local Transportation Fund for fiscal year 2008-09.

**Attachment**

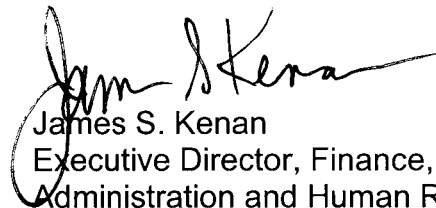
None.

**Prepared by:**



William Dineen  
Manager, Revenue Management  
Financial Planning and Analysis  
(714) 560-5917

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Cooperative Agreements with the Cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, and Costa Mesa for the Go Local Program

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations (reflects change from staff recommendation)**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0382 between the Orange County Transportation Authority and the City of Los Alamitos, in an amount not to exceed \$100,000, to study access to Metrolink with the City of Seal Beach.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0385 between the Orange County Transportation Authority and the City of Seal Beach, in an amount not to exceed \$100,000, to study access to Metrolink with the City of Los Alamitos.
- C. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-6-0830 between the Orange County Transportation Authority and the City of Westminster, in an amount not to exceed \$100,000, to conduct a needs analysis and feeder service connection study with the cities of Fountain Valley, Huntington Beach, and Stanton.



- D. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0411 between the Orange County Transportation Authority and the City of Fountain Valley, in an amount not to exceed \$100,000, to conduct a needs analysis and feeder service connection study with the cities of Huntington Beach, Westminster, and Stanton.
  
- E. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0509 between the Orange County Transportation Authority and the City of Costa Mesa, in an amount not to exceed \$100,000, to evaluate direct transit connections to John Wayne Airport with the City of Newport Beach.
  
- F. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0514 between the Orange County Transportation Authority and the City of Newport Beach, in an amount not to exceed \$100,000, to evaluate direct transit connections to John Wayne Airport with the City of Costa Mesa.

***Committee Discussion***

The City of Newport Beach, acting as lead agency in partnership with the City of Costa Mesa, proposes to conduct a multi-faceted transit study to evaluate the feasibility of designing, constructing, and operating a direct transit service connection between John Wayne Airport and surrounding key Metrolink stations such as the Irvine and/or Tustin stations (target stations).

The Committee requested that Recommendation F be added and attached is Cooperative Agreement No. C-8-0514 between Orange County Transportation Authority and the City of Newport Beach (Transmittal Attachment).

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

COOPERATIVE AGREEMENT NO. C-8-0514

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF NEWPORT BEACH

FOR

CITY INITIATED TRANSIT EXTENSIONS TO METROLINK

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O.  
Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
(hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local  
Transportation Authority, and the City of Newport Beach, Post Office Box 1768, Newport Beach,  
California 92658, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego  
Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based  
transit vision that increases use of Metrolink by Newport Beach residents, visitors, and/or  
employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M  
ordinance which states in part that the intent is to provide matching funds to encourage development  
of extensions to major activity centers and to provide access between the primary rail system and  
employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to  
collaborate in some or all facets of a planning and needs assessment to support this vision; and

1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22           **ARTICLE 2. SCOPE**

23           A.       This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed by CITY. CITY agrees to provide all  
25 services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both  
26 AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities

covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to any future step in the GO LOCAL process.

**ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

/

/



1           A.     Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.  
2     However, CITY may designate pursuant to a written partnership letter of agreement that another city  
3     participating in the GO LOCAL program is serving as lead agency for a joint Project Concept.  
4     AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been  
5     executed.

6           B.     Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
7     agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
8     deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

9           C.     Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
10    AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
11    Progress Report," attached to and, by this reference, incorporated in and made part of this  
12    Agreement. CITY shall be required to produce a final written report (Final Report) of its findings,  
13    recommendations, and next steps according to a mutually agreed upon date, but no later than the  
14    completion date of this Agreement. The Final Report will include the elements described in Exhibit  
15    C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
16    reference, incorporated in and made part of this Agreement.

17          D.     Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
18    services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
19    Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
20    Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
21    with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
22    through eminent domain or as matching funds to implement land development, all monies funded to  
23    the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
24    AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
25    developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
26    Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has

1 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
2 determination and written request, CITY shall return all monies in accordance with this Article.

3 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
4 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
5 Concept within thirty (30) days after the agreement has been executed.

6 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
7 in a good and competent and professional manner and in compliance with all applicable federal,  
8 state and local rules and regulations.

9 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
10 project results are compatible with AUTHORITY planning efforts. The AUTHORITY shall make a  
11 good faith effort to make existing modeling results available to CITY within 2 business days of the  
12 CITY's written request.

13 **ARTICLE 5. PAYMENT**

14 A. For CITY's full and complete performance of its obligations under this Agreement and  
15 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
16 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
17 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
18 acceptable invoice.

19 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
20 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
21 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
22 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
23 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
24 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
25 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
26 information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

**ARTICLE 8. INDEMNIFICATION**

CITY shall indemnify the AUTHORITY and defend and hold harmless the AUTHORITY and their officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by the Parties and their officers, directors, employees, and agents in connection with or arising out of the performance of this Agreement.

/

/

/

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term for Funding – AUTHORITY and CITY shall execute a Cooperative Agreement on or before March 1, 2008 for Step 1 funds.

B. Term of Agreement- This Agreement shall continue in full force and effect through June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

C. Termination - AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

D. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

F. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

To CITY:  
City of Newport Beach  
P.O. Box 1768  
  
Newport Beach, CA 92658  
ATTENTION: Steve Badum  
Public Works Director  
  
(949/644-3311);  
sbadum@city.newport-beach.ca.us

To AUTHORITY:  
Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
Attention: Kathleen Murphy-Perez,  
Section Manager, Capital Projects  
  
(714/560-5743); kperez@octa.net  
  
c: Kia Mortazavi, Executive Director,

Development Division

1  
2 G. Severability- If any term, provision, covenant or condition of this Agreement is held to  
3 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
4 remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or  
5 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6 H. Counterparts of Agreement- This Agreement may be executed and delivered in any  
7 number of counterparts, each of which, when executed and delivered shall be deemed an original  
8 and all of which together shall constitute the same agreement. Facsimile signatures will be  
9 permitted.

10 I. Force Majeure- Either Party shall be excused from performing its obligations under this  
11 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
12 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
13 commandeering of material, products, plants or facilities by the federal, state or local government;  
14 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
15 such cause is presented to the other Party, and provided further that such nonperformance is  
16 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

17 J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
18 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
19 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
20 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
21 waiver of any right to consent to such subsequent assignment.

22 K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to  
23 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
24 amounts, or for purposes other than as authorized by local, State or Federal law.

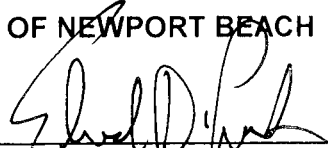
25 L. Governing Law- The laws of the State of California and applicable Federal, State, local  
26 laws, regulations and guidelines shall govern hereunder.

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-0514 to be executed on the date first above written.

CITY OF NEWPORT BEACH


ORANGE COUNTY TRANSPORTATION AUTHORITY

By:   
Edward D. Selich  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

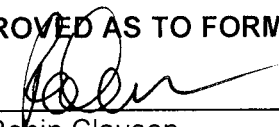
By:   
LaVonne M. Harkless  
City Clerk



By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By:   
Robin Clauson  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

Dated: \_\_\_\_\_

**GO LOCAL**

**STEP ONE PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

**A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

**B. Project Overview**

The City of Newport Beach, serving as the "Lead Agency", in cooperation with the City of Costa Mesa, proposes to conduct a multi-faceted transit study to evaluate the feasibility of designing, constructing and operating a direct transit service connection between John Wayne Airport (JWA) and surrounding key Metrolink stations such as the Irvine and/or Tustin stations (target

stations). The purpose of the study is to analyze a quick and convenient means to transport Orange County aviation passengers and employees into and out of JWA.

## SCOPE OF WORK

1. Needs Assessment: Through stakeholder outreach and dialogue, evaluate existing airport JWA passenger surveys, data collection, and technical analysis of various transit alternatives. This study will evaluate the potential passenger demand, and detail the specific operating parameters that would create/induce use of Metrolink service by airport passengers and employees. This study will interface closely with the County of Orange/John Wayne Airport staff to assess the structural, administrative, and operational issues that would be necessary to work cooperatively with JWA operations.
2. Potential Passenger Demand Analysis: Determine ridership projections, based on an evaluation of airport passengers and employees from existing JWA data and surveys.
  - a. Analyze existing data from the 2007 JWA Passenger Survey to be able to critically evaluate the market demand for a transit link between JWA and Metrolink.
  - b. Develop preliminary ridership forecasts for both aviation passengers and airport employees to estimate potential utilization of the transit connection to Metrolink.
3. Metrolink Operations and Expansion Plans as related to JWA operations.
  - a. Review plans for Metrolink Expansion and Amtrak services after 2009 including draft train schedules, train car type(s) and configuration.
  - b. Evaluate the on-site parking for key Orange County Metrolink stations (Irvine and/or Tustin stations in areas where airport passengers would access Metrolink service.
4. Transit Connections from Metrolink Irvine and/or Tustin stations to JWA: Evaluate alternative transit connections, including rubber-tire/mixed flow/express bus, fixed guideway (for example light rail), and DMU, from the Metrolink corridor to JWA. This study will also evaluate 1-3 locations within the cities of Newport Beach and Costa Mesa where residents could access this JWA to Metrolink transit service.
  - a. Identify and evaluate planned or proposed bus service between the subject key Metrolink stations and JWA after 2009.



- b. Review ongoing work for the development of a rubber-tire circulator system in the Irvine Business Complex by the City of Irvine to determine the correlation to this study.
- c. Review previous rail alignment studies between JWA vicinity and Irvine. Determine if any aspect of the alignment(s) previously studied might be suitable for a future connection using either people-mover or Metrolink-compatible (DMU) technologies.

5. John Wayne Airport Transit Connections

- a. Assess the best location and configuration for a transit station at JWA, based on current security needs and operational considerations.
- b. Financial Analysis: Develop conceptual-level capital and operating cost estimates. Evaluate financial performance of other airport-rail operations to determine financial and funding opportunities and challenges to implement an air-rail connection for JWA.

**B. COMMITMENTS TO COOPERATE**

Included in this report is a Cooperative Agreement, which is necessary to conduct a successful airport express study, between the cities of Newport Beach and Costa Mesa. Also included is a Letter of Cooperation from John Wayne Airport.

**C. ADDITIONAL FUNDING AND STUDY BUDGET**

The cities of COSTA MESA and NEWPORT BEACH have agreed to allocate 100% of their OCTA "Go Local" funding allocation. The total budget for this study will be \$200,000.

**D. ADMINISTERING AGENCY**

The City of NEWPORT BEACH is designated as the Administering Agency, and as such will work closely with all the participating partners. Newport Beach will hire and manage the efforts of the Consultant team, manage all financial activities, including payments to consultants, invoicing, and all financial reports, as well as be responsible for all multi-agency coordination between the cooperating organizations. As the administering agency, the City agrees to facilitate multi-agency cooperation by ensuring the partner organizations are involved in the development of the Scope of Work and the selection of the Consultant Team, as well as hold regular progress meetings and distribute reports and interim studies as they become available.



## INITIAL PROGRESS REPORT

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

### A. Project Overview Progress Report

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

### B. Project Resources

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

### C. Financial Report

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to: Darrell Johnson, Director, Transit Project Delivery  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

CITY OF ORANGE  
ECOLOGICAL**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to:** Darrell Johnson, Director, Transit Project Delivery  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: **Darrell Johnson, Director, Transit Project Delivery**  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreements with the Cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, and Costa Mesa for the Go Local Program

**Overview**

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, and Costa Mesa to establish roles and responsibilities and define a proposed project concept for Step One of the Go Local Program.

**Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0382 between the Orange County Transportation Authority and the City of Los Alamitos, in an amount not to exceed \$100,000, to study access to Metrolink with the City of Seal Beach.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0385 between the Orange County Transportation Authority and the City of Seal Beach, in an amount not to exceed \$100,000, to study access to Metrolink with the City of Los Alamitos.
- C. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-6-0830 between the Orange County Transportation Authority and the City of Westminster, in an amount not to exceed \$100,000, to conduct a needs analysis and feeder service connection study with the cities of Fountain Valley, Huntington Beach, and Stanton.
- D. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0411 between the Orange County Transportation Authority and the City of Fountain Valley, in an amount not to exceed \$100,000, to conduct a needs analysis and feeder service connection study with the cities of Huntington Beach, Westminster, and Stanton.

- E. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-8-0509 between the Orange County Transportation Authority and the City of Costa Mesa, in an amount not to exceed \$100,000, to evaluate direct transit connections to John Wayne Airport with the City of Newport Beach.

***Background***

On February 27, 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the Go Local Program, a four-step process for city-initiated rapid transit planning using Measure M (M1) and Renewed Measure M (M2) funds. At the January 25, 2007, Transit Committee meeting, there was a discussion about the criteria for eligibility for Go Local funding. Step One and Step Two, funded by M1, encourage broad local creativity and planning to identify locally acceptable options to implement the High Technology Advanced Rail Transit Project of M1. Step One Go Local projects must comply with that transit project description, which states:

“This 20-Year Plan element will also provide matching funds to encourage local development of extensions to major activity centers. The primary improvements will be along the Los Angeles to San Diego (LOSSAN) rail corridor, with nine stops at San Juan Capistrano, San Clemente, Mission Viejo, Irvine, north Irvine, Santa Ana, Anaheim, Fullerton, and Buena Park. The extension will provide access between the primary rail system and employment centers.”

In Step One, local agencies formulate and study project concepts with minimal direction from OCTA. Collaboration is encouraged but not required. Cities submit a project concept and request up to \$100,000 in M1 funds. After a completion of the study, a city submits its results and may compete for Step Two funding to further develop its concept and test its viability. Step Two projects must also comply with M1 and any other subsequent Board-adopted policy guidance. Step Three and Step Four are expected to be funded by M2 and emphasize implementing the most viable projects.

Since the Go Local Program's inception, a majority of Orange County cities have worked to develop concepts and at times in partnership with adjacent cities. In addition, OCTA staff is working closely with the cities. To date, the Board has approved Go Local concepts from 28 cities representing more than 75 percent of County cities, as illustrated in the map in Attachment A. In

addition, Attachment B provides a status of the cities' work to date, and Attachment C summarizes the project concepts.

### ***Discussion***

On November 26, 2007, the Board established March 1, 2008, as the deadline to submit proposals for Step One funds. The city councils of Seal Beach, Westminster, and Fountain Valley have approved their respective project concept reports. As of preparation of this report, the cities of Costa Mesa and Los Alamitos are expected to approve their project concepts on February 19, 2008. The City of Newport Beach is anticipated to approve a project concept similar to that of the City of Costa Mesa's on February 26, 2008. Staff will update the Transit Committee at its meeting on February 28, 2008, with the results of Newport Beach's council action. The five project concepts are being presented to the Transit Committee to comply with the March 1, 2008, deadline; however, due to city councils' schedules and the timing of Board and committee meetings, the cooperative agreements will be presented to the Board after March 1, 2008.

The Board is requested to approve a cooperative agreement and a project concept for the cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, and Costa Mesa. The cooperative agreements have been updated to reflect the recent Board action to require submittal of final reports by June 30, 2008.

#### **Los Alamitos and Seal Beach**

The City of Los Alamitos, acting as lead agency, has partnered with the City of Seal Beach to study use and access to Metrolink. Areas of study include the feasibility of a park-and-ride facility with shuttle services to Metrolink or a community circulator bus service providing connectivity to Metrolink, bus rapid transit, employment centers, or other activity centers/destinations in Los Alamitos and/or Seal Beach. The study will incorporate both an opinion survey and needs assessment report, which will include a community demographic profile and assess existing transit services.

#### **Westminster and Fountain Valley**

The City of Westminster will serve as the lead city in partnership with Fountain Valley, Huntington Beach, and Stanton. This group of cities proposes to conduct a needs analysis and feeder service connection study related to the implementation of local circulation routes to improve local mobility and regional

connectivity. It will incorporate public input to both transit and non-transit users and identify possible transit alternatives exploring all available modes and technologies. The cities of Stanton and Huntington Beach currently have cooperative agreements in place with OCTA for the Go Local Program; however, they are proposing revised project concepts and teaming arrangements to reflect a partnership with Westminster and Fountain Valley on this study. Upon approval of both Stanton and Huntington Beach city councils, the cities' revised project concept will be brought to the Board for review.

#### **Costa Mesa**

The City of Costa Mesa, in partnership with the City of Newport Beach serving as lead agency, proposes to conduct a multi-faceted transit study to evaluate the feasibility of designing, constructing, and operating a direct transit service connection between John Wayne Airport and surrounding key Metrolink stations such as the Irvine and/or Tustin stations (target stations).

#### **Summary**

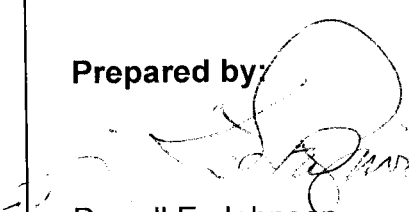
Staff recommends Board approval for the Chief Executive Officer to execute cooperative agreements, in an amount not to exceed \$100,000 each, with the cities of Los Alamitos, Seal Beach, Westminster, Fountain Valley, and Costa Mesa for the Go Local Program.



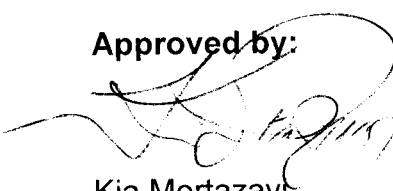
**Attachments**

- A. Go Local Program Status Map
- B. Go Local Program Status Report
- C. City Project Concepts Summary Table – February 28, 2008
- D. Cooperative Agreement No. C-8-0382 Between Orange County Transportation Authority and City of Los Alamitos for City Initiated Transit Extensions to Metrolink
- E. Cooperative Agreement No. C-8-0385 Between Orange County Transportation Authority and City of Seal Beach for City Initiated Transit Extensions to Metrolink
- F. Cooperative Agreement No. C-6-0830 Between Orange County Transportation Authority and City of Westminster for City Initiated Transit Extensions to Metrolink
- G. Cooperative Agreement No. No. C-8-0411 Between Orange County Transportation Authority and City of Fountain Valley for City Initiated Transit Extensions to Metrolink
- H. Cooperative Agreement No. C-8-0509 Between Orange County Transportation Authority and City of Costa Mesa for City Initiated Transit Extensions to Metrolink

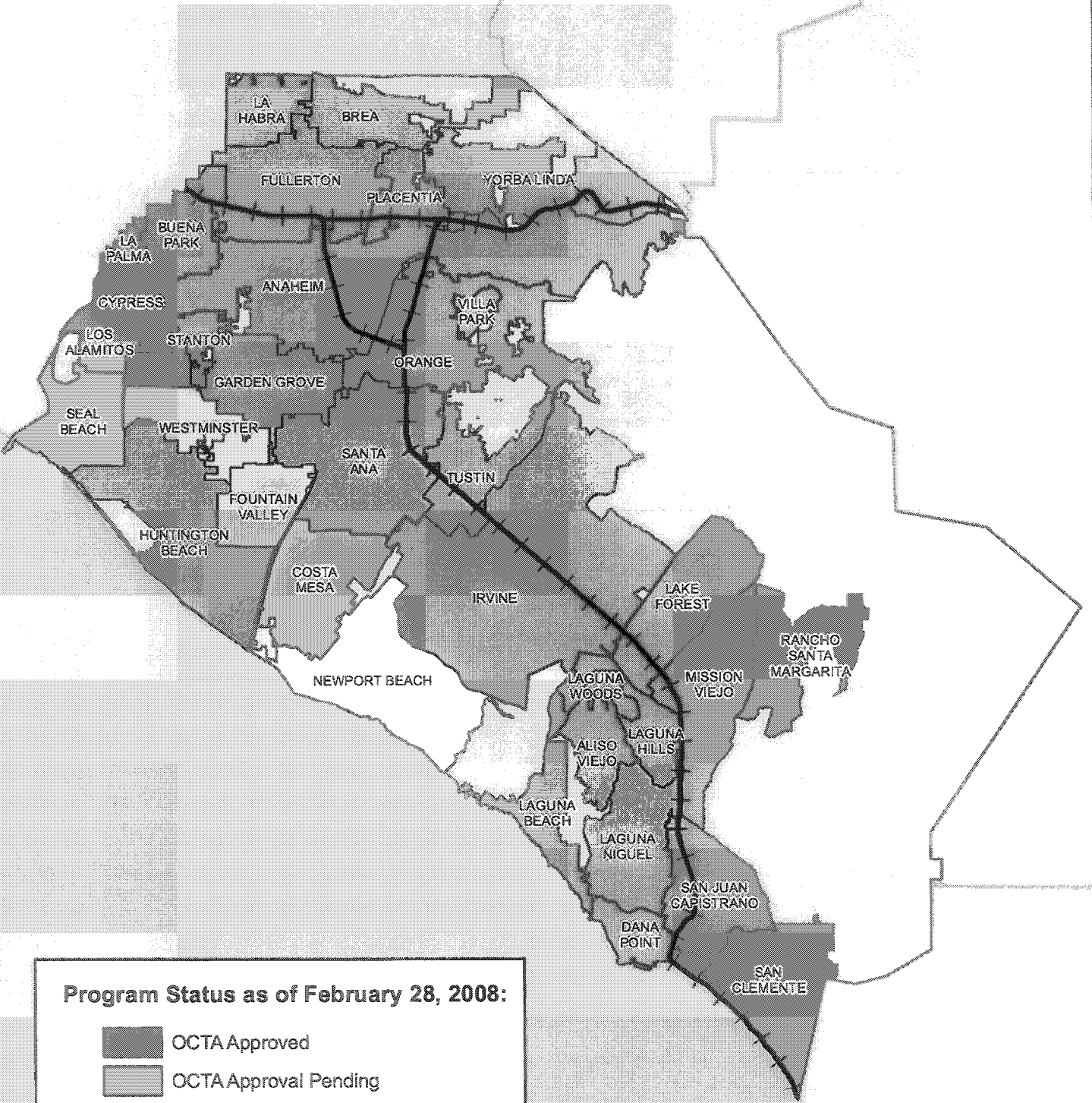
Prepared by:

  
Darrell E. Johnson  
Director, Transit Project Delivery  
(714) 560-5343





Approved by:

  
Kia Mortazavi  
Executive Director, Development  
(714) 560-5741

# Go Local Program Status Map



### Program Status as of February 28, 2008:

-  OCTA Approved
-  OCTA Approval Pending
-  Council Approval Pending
-  Metrolink Service

# Go Local Program Status Report

February 28, 2008

City	Workshop	Tehical Advisory Committee Brief	Initial Mtg w OCTA	Follow up Mtg Call	Project Concept in Progress	Partnering in Progress	Project Concept Complete	Partnering Complete	Council Approved	OCTA Approval in Progress	OCTA approved	Request for Proposal (RFP) Prepared Circulated	RFP Awarded Work Started	Comments
Aliso Viejo	X		X	X	X	X	X	X	X	N/A	X			Approved 11/13/06
Anaheim	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Brea	X		X	X	X	X	X	X	X	N/A	X	X		Approved 07/09/07
Buena Park	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Costa Mesa	X		X	X	X	X	X		X	P				Council Approved 2/19/08
Cypress			X	X	X	X	X	X	X	N/A	X			Approved 05/14/07
Dana Point		X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Fountain Valley	X	X	X	X	X	X	X		X	P				Council Approved 2/8/08
Fullerton		X	X	X	X	X	X	X	X	N/A	X			Approved 8/24/07
Garden Grove		X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Huntington Beach	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Irvine	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
La Habra	X		X	X	X	X	X	X	X	N/A	X	X		Approved 07/09/07
La Palma			X	X	X	X	X	X	X	N/A	X			Approved 05/14/07
Laguna Beach	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Laguna Hills		X	X	X	X	X	X	X	X	N/A	X			Approved 8/13/07
Laguna Niguel	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Laguna Woods	X		X	X	X	X	X	X	X	N/A	X			Approved 1/14/08
Lake Forest	X		X	X	X	X	X	X	X	N/A	X	X		Approved 8/13/07
Los Alamitos			X	X	X	X	X		X	P				Council Approved 2/19/08
Mission Viejo	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
Newport Beach		X	X	X	X	X	X							
Orange	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Placentia	X		X	X	X	X	X	X	X	N/A	X			Approved 1/14/08
Rancho Santa Margarita		X	X	X	X	X	X	X	X	N/A	X	X		Approved 2/26/07
San Clemente	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
San Juan Capistrano	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
Santa Ana	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
Seal Beach			X	X	X	X	X		X	P				Council Approved 2/11/08
Stanton	X	X	X	X	X	X	X	X	X	N/A	X			Approved 2/26/07
Tustin	X	X	X	X	X	X	X	X	X	N/A	X		X	Approved 2/26/07
Villa Park		X	X	X	X	X	X	X	X	N/A	X		X	Approved 11/13/06
Westminster		X	X	X	X	X	X		X	P				Council Approved 1/30/08
Yorba Linda	X		X	X	X	X	X	X	X	N/A	X			Approved 8/13/07

Approved

28

(S) OCTA Approval Scheduled

0

(P) OCTA Action Pending

5

**City Project Concepts Summary Table**  
February 28, 2008

City	Go Local Funds	Submitted to Transit (T) or Board (B)	Concept
<b>Costa Mesa</b>	\$100,000	2/28/08 (T)	Working with Newport Beach, proposes to conduct a multi-faceted transit study to evaluate the feasibility of a direct transit service connection between John Wayne Airport and surrounding key Metrolink stations such as the Irvine and/or Tustin stations.
<b>Los Alamitos</b>	\$100,000	2/28/08 (T)	As lead city in partnership with Seal Beach, will study use of a rubber-tire, mixed-flow local circulator to access Metrolink, BRT, employment centers, and other activity destinations.
<b>Seal Beach</b>	\$100,000	2/28/08 (T)	Working with Los Alamitos to study use of a rubber-tire, mixed-flow local circulator to access Metrolink, BRT, employment centers, and other activity destinations.
<b>Fountain Valley</b>	\$100,000	2/28/08 (T)	In partnership with Westminster, Fountain Valley, Huntington Beach, and Stanton, will conduct a needs analysis and feeder service connection study related to the implementation of local circulation routes to improve local mobility and regional connectivity.
<b>Westminster</b>	\$100,000	2/28/08 (T)	As lead city in partnership with Fountain Valley, Huntington Beach, and Stanton, will conduct a needs analysis and feeder service connection study related to the implementation of local circulation routes to improve local mobility and regional connectivity.
<b>Placentia</b>	\$100,000	1/10/08 (T)	Work with Brea, La Habra, Fullerton, and Yorba Linda to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County.
<b>Laguna Woods</b>	\$100,000	1/10/08 (T)	Expand research developed in 2001 focusing on rider demands/trends, successful transit services in other cities, and conduct public outreach to gather data about potential demand for services.

**City Project Concepts Summary Table**  
February 28, 2008

City	Go Local Funds	Submitted to Transit (T) or Board (B)	Concept
<b>Fullerton</b>	\$100,000	9/24/07 (B)	Increase ridership by improving pedestrian signage, bicycle and pedestrian connections, and pedestrian access to the Fullerton train station and offsite parking. Also share results of this focused planning and participate as destination station for north Orange County consortium. (See Brea)
<b>Laguna Hills</b>	\$100,000	8/13/07 (B)	Working with lead city Lake Forest. Analyze transit service between the two cities and the Irvine Train Station. Within Laguna Hills, to identify transit service needs from Laguna Niguel and Irvine stations.
<b>Lake Forest</b>	\$100,000	8/13/07 (B)	As lead city, in a partnership with Laguna Hills and potentially Laguna Woods, Lake Forest will analyze a range of transit options to improve utilization of Metrolink. Options include shuttle services, revisions in OCTA fixed route services, etc.
<b>Yorba Linda</b>	\$100,000	8/13/07 (B)	Work with Brea and La Habra and potentially other north County cities to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County.
<b>Brea</b>	\$100,000	7/09/07 (B)	With Brea as lead city, to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County.
<b>La Habra</b>	\$100,000	7/09/07 (B)	With Brea as lead city, to update the 2004 Transit Feasibility and Alignment Study and to conduct public outreach regarding the possibilities of transit development within north Orange County.
<b>Cypress</b>	\$100,000	5/14/07 (B)	With Buena Park as lead city in a tri-city partnership, conduct a needs assessment and feasibility study of a transit feeder service to the Buena Park Metrolink Station.

**City Project Concepts Summary Table**  
February 28, 2008

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to Transit (T) or Board (B)</b>	<b>Concept</b>
<b>La Palma</b>	\$100,000	5/14/07 (B)	With Buena Park as lead city in a tri-city partnership, conduct a needs assessment and feasibility study of a transit feeder service to the Buena Park Metrolink Station
<b>Buena Park</b>	\$100,000	2/26/2007 (B)	As lead city in a tri-city partnership, conduct a transit feeder feasibility, planning and needs assessment related to the implementation of local circulators to improve local mobility and regional connectivity from key districts throughout these partnering cities to the Buena Park Metrolink Station.
<b>Dana Point</b>	\$100,000	2/26/2007 (B)	As part of a three-city collaboration of Dana Point, San Juan Capistrano (SJC), and San Clemente (SC), provide a Dana Point-link from the SJC and SC train stations to Dana Point and various destinations throughout the tri-city area for residents and especially visitors.
<b>Garden Grove</b>	\$100,000	2/26/2007 (B)	In collaboration with a Huntington Beach-led consortium, assess opportunities for a north/south transit connection, giving priority to a rail system along the Union Pacific Railroad right of way.
<b>Huntington Beach</b>	\$100,000	2/26/2007 (B)	Lead city in a multi-city collaboration of Huntington Beach, Stanton, Garden Grove, and Anaheim to-date, analyze the possibility to provide a new alternative to regional travel which would help alleviate freeway and arterial congestion, improve air quality and improve the mobility and quality of life for residents, businesses and visitors of west/central Orange County.
<b>Irvine</b>	\$100,000	2/26/2007 (B)	To improve traffic circulation in the Irvine Business Center (IBC) by providing a shuttle system that will serve as a direct connection from the IBC to the Tustin Metrolink Station.

**City Project Concepts Summary Table**  
February 28, 2008

City	Go Local Funds	Submitted to Transit (T) or Board (B)	Concept
<b>Laguna Niguel</b>	\$100,000 (augmenting \$169,000 in federal grants)	01/25/2007 (T) 2/26/2007 (B)	Using Laguna Niguel as a terminus station for expanded Metrolink service, accommodate rail expansion in conjunction with new development in the nearby area by providing safe, convenient and better pedestrian, vehicular, bus, and bicycle access to the station.
<b>Mission Viejo</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	Improve local mobility and regional connectivity through continuing and augmenting the work begun as a result of OCTA's South County Transit Study by developing a local fixed-route local circulation network offering direct connections to Metrolink stations and other OCTA routes.
<b>Rancho Santa Margarita</b>	\$100,000	2/26/2007 (B)	Identify and study potential transportation alternatives which will serve the city and the Laguna Niguel/Mission Viejo station to improve the mobility of residents and commuters and reduce traffic congestion throughout the community.
<b>San Juan Capistrano</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	As part of a three-city collaboration of San Juan Capistrano, Dana Point, and San Clemente, assess ways to provide an easy-access link from the SJC train station, in particular, to various destinations throughout the tri-city area for residents, visitors, and commuters.
<b>Santa Ana</b>	\$100,000	2/26/2007 (B)	Study four transit feeder service alignments which will connect the downtown area, key points of interest and the Santa Ana Metrolink Station to provide improved regional connectivity for visitors, commuters, and residents.

**City Project Concepts Summary Table**  
February 28, 2008

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to Transit (T) or Board (B)</b>	<b>Concept</b>
<b>Stanton</b>	\$100,000 \$50,000 to local transit access improvement assessment \$50,000 to multi-city alternative transit study	01/25/2007 (T) 2/26/2007 (B)	Improve pedestrian facilities and local transit access to Stanton's economic development areas including the major activity center at Katella and Beach. In city collaboration, interested in the transit alternatives and possible route opportunities for Stanton residents, visitors, and business travelers.
<b>Tustin</b>	\$100,000	01/25/2007 (T) 2/26/2007 (B)	Improve multi-modal access (transit, trolley, pedestrian, and bicycle) to the train station through the evaluation and identification of feasible short-term and long-term transportation improvement measures.
<b>Anaheim</b>	\$100,000 (augmenting \$300,000 in city funds)	11/13/2006 (B)	Lead city in a three city collaboration of Anaheim, Orange, and Villa Park to devise better transit access to Anaheim Canyon Station and to/from key employment areas and both Orange and the Anaheim Regional Transportation Intermodal Center stations.
<b>Aliso Viejo</b>	\$100,000	11/13/2006 (B)	Develop multidisciplinary transit plan maximizing appeal of transit service between Aliso Viejo Town Center and Laguna Niguel Station through wide range of employer, developer, transit, and route planning amenities.
<b>Laguna Beach</b>	\$100,000	11/13/2006 (B)	In conjunction with tourism interests and adjacent station cities, develop a plan to connect city's fixed route system to Metrolink to serve key markets.
<b>Orange</b>	\$100,000 60,000 to Orange station pedestrian access study; \$40,000 three city transit access/planning	11/13/2006 (B)	Improve pedestrian access by planning more accessible, pedestrian friendly continuous pedestrian access between downtown and Orange station. In city collaboration, particularly interested in identifying feeder service opportunities to both stations for those with Orange destinations.



**City Project Concepts Summary Table**  
**February 28, 2008**

<b>City</b>	<b>Go Local Funds</b>	<b>Submitted to Transit (T) or Board (B)</b>	<b>Concept</b>
<b>San Clemente</b>	\$100,000	11/13/2006 (B)	Address implementation issues of city's plan to operate a trolley service connecting the Metrolink station, beach area, and downtown San Clemente. Consider opportunities for coordination with adjacent communities.
<b>Villa Park</b>	\$100,000	11/13/2006 (B)	Assess community interest in having service to station, and if warranted prepare initial route plans.

Previously approved by  
OCTA Board

**COOPERATIVE AGREEMENT NO. C-8-0382**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF LOS ALAMITOS**

**FOR**

**CITY INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Los Alamitos, 3171 Katella Avenue, Los Alamitos, California, 90720, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Los Alamitos residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1 / **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3 **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5 **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9 **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11 **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15 **ARTICLE 1. COMPLETE AGREEMENT**

16 This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22 **ARTICLE 2. SCOPE**

23 A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services  
25 identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY  
26 /

1 and CITY agree that each will cooperate and coordinate with the other in all activities covered by this  
2 Agreement and any other supplemental agreements.

3 B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of  
4 this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such  
5 performance or to future performance of such terms or conditions and CITY's obligation in respect to  
6 performance shall continue in full force and effect.

7 C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY  
8 unless confirmed in writing by an authorized representative of AUTHORITY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

12 A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT,  
13 for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be  
14 distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an  
15 amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right  
16 to accept or reject any Project Concept.

17 B. Should CITY not complete the services identified in Exhibit A, or does not meet the  
18 terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the  
19 CITY within sixty (60) days of AUTHORITY's written demand.

20 C. Additional Funding- Funding beyond what has been identified in Article 5.  
21 PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a  
22 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
23 the any future step in the GO LOCAL process.

24 /  
25 /  
26 /

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial Progress Report," attached to and, by this reference, incorporated in and made part of this Agreement. CITY shall be required to produce a final written report of its findings, recommendations, and next steps according to a mutually agreed upon date, but no later than the completion date of this Agreement. The Final Report will include the elements described in Exhibit C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this reference, incorporated in and made part of this Agreement.

D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this

1 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
2 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
3 determination and written request, CITY shall return all monies in accordance with this Article.

4 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
5 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
6 Concept within thirty (30) days after the agreement has been executed.

7 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
8 in a good and competent and professional manner and in compliance with all applicable federal,  
9 state and local rules and regulations.

10 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
11 project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling  
12 available.

13 **ARTICLE 5. PAYMENT**

14 A. For CITY's full and complete performance of its obligations under this Agreement and  
15 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
16 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
17 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
18 acceptable invoice.

19 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
20 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
21 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
22 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
23 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
24 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
25 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
26 information requested within thirty (30) days from AUTHORITY's request.

1                   **ARTICLE 6. MAXIMUM OBLIGATION**

2                   Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY  
3 agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's  
4 direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include  
5 all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

6                   **ARTICLE 7. AUDIT AND INSPECTION**

7                   CITY shall maintain a complete set of records in accordance with generally accepted  
8 accounting principles and in accordance with Local Transportation Ordinance Number 2: The  
9 Revised Traffic Improvement and Growth Management Ordinance. The original records shall be  
10 maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized  
11 representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts  
12 and other data and records of CITY for a period of not less than four (4) years after final payment, or  
13 until any on-going audit is completed whichever is longer. For purposes of audit, the date of  
14 completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so  
15 noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any  
16 documents related to this Agreement by whatever means necessary.

17                   **ARTICLE 8. INDEMNIFICATION**

18                   Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors,  
19 employees and agents from and against any and all claims (including attorney's fees and reasonable  
20 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,  
21 worker's compensation subrogation claims, damage to or loss of use of property caused by the  
22 negligent acts, omissions or willful misconduct by the Parties, its officers, directors, employees or  
23 agents in connection with or arising out of the performance of this Agreement.

24                   **ARTICLE 9. ADDITIONAL PROVISIONS:**

25                   The AUTHORITY and CITY agree to the following mutual responsibilities:

26 /

1 A. Term for Funding- AUTHORITY and CITY shall execute a Cooperative Agreement on  
2 or before March 1, 2008 for Step 1 funds.

3 B. Term of Agreement- This Agreement shall continue in full force and effect through  
4 June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this  
5 Agreement may only be extended upon mutual written agreement by both Parties.

6 C. Termination- The AUTHORITY may terminate this Agreement for its convenience any  
7 time, in whole or part, by giving CITY written notice thereof.

8 D. Modifications- This Agreement may be amended in writing at any time by the mutual  
9 consent of both Parties. No amendment shall have any force or effect unless executed in writing by  
10 both AUTHORITY and CITY.

11 E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized  
12 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the  
13 Parties hereto are formally bound to the provisions of this Agreement.

14 F. Notices- Any notices, requests or demands made between the parties pursuant to  
15 this Agreement are to be directed as followed:

16 To CITY:	To AUTHORITY:
17 City of Los Alamitos	Orange County Transportation Authority
18 3171 Katella Avenue	550 South Main Street
19 /	P. O. Box 14184
20 Los Alamitos, CA 90720	Orange, CA 92863-1584
21 ATTENTION: Derek Wieske	ATTENTION: Kathy Peale
22 Public Works Director	Senior Contract Administrator
23 (562/431-3538)	(714/560-5609); kpeale@octa.net
24 <i>dwieske@ci.los-alamitos.ca.us</i>	c: Kia Mortazavi, Executive Director,
25 /	Development Division
26 /	



1 G. Severability- If any term, provision, covenant or condition of this Agreement is held to  
2 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
3 remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or  
4 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5 H. Counterparts of Agreement- This Agreement may be executed and delivered in any  
6 number of counterparts, each of which, when executed and delivered shall be deemed an original  
7 and all of which together shall constitute the same agreement. Facsimile signatures will be  
8 permitted.

9 I. Force Majeure- Either Party shall be excused from performing its obligations under this  
10 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
11 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
12 commandeering of material, products, plants or facilities by the federal, state or local government;  
13 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
14 such cause is presented to the other Party, and provided further that such nonperformance is  
15 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

16 J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
17 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
18 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
19 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
20 waiver of any right to consent to such subsequent assignment.

21 K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to  
22 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
23 amounts, or for purposes other than as authorized by local, State or Federal law.

24 L. Governing Law- The laws of the State of California and applicable Federal, State, local  
25 laws, regulations and guidelines shall govern hereunder.


26 /

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-0382 to be executed on the date first above written.

CITY OF LOS ALAMITOS


ORANGE COUNTY TRANSPORTATION AUTHORITY

By:   
Kenneth C. Parker  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

ATTEST:


APPROVAL RECOMMENDED:

By:   
Susan C. Vanderpool  
City Clerk

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

APPROVED:

APPROVED AS TO FORM:

By:   
*for* Dean Derleth  
City Attorney

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

## GO LOCAL

### PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with the Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

#### B. Project Overview

##### Introduction

The Cities of Los Alamitos and Seal Beach have elected to partner to study use and access to Metrolink.

## **Opinion Survey**

It is proposed to study the use of a rubber-tire, mixed-flow local circulator by both residents and employees of each city. Due to staff resource constraints, it is proposed to retain a consultant to conduct the survey and prepare the report described below. Through a consultant, the Cities will survey a statistically valid number of survey respondents to obtain information about:

- Local transportation issues;
- Current travel patterns, mode choice and use of transit including:
  - Use of Metrolink (employees and residents)
  - Use of the Metro Blue Line (employees and residents)
  - Use of the Metro Green Line (employees and residents)
  - Use of fixed route bus services including BRT
- Most likely origins (employees) and destinations (residents) / local and regional activity centers;
- Reasons for or impediments to using public transportation modes; and
- Potential service improvements/desirability of various possible enhancements to encourage usage and/or affect travel behavior and mode choice.

Surveys will be administered to households (in Los Alamitos and Seal Beach) as well as a select number of employees. It is proposed to provide an incentive (a drawing for gift certificates) to enhance the survey response rate in both communities (recognizing the success of this strategy in another Orange County city), using gift certificates from local restaurants.

## **Needs Assessment Report**

In addition to the survey research the proposed project concept for the two cities will include complementary Needs Assessment tasks including a community demographic profile and a profile of existing transit services. This will be a concise report which will articulate the community's "transit vision" for the two cities to connect the cities to Metrolink stations. Further, based on the research and analysis, opportunities and conceptual alternatives will be identified and evaluated. These may include:

- Potential transit station site selection and analysis, looking at the advantages of one larger transit center serving both communities versus two smaller ones;
- Opportunities for Park and Ride with shuttle services to Metrolink.
- Community circulator bus services providing connectivity to Metrolink, BRT, employment centers or other activity centers/destinations in Los Alamitos and/or Seal Beach.

This information will be used to formulate a public transit strategy report to: (a) best meet the transportation and mobility needs of residents and employees in the two city area; and (b) to improve access to and from both Metrolink. The transit vision for each community will be outlined in a brief report, and preliminary cost estimates (capital and long term operations and maintenance) will be provided. Maps depicting potential shuttle routes and a potential transit center will also be included. The financial analysis will also include a commentary on potential cost savings for OCTA. The report shall address traffic congestion relief, compatibility of land uses, and cost effectiveness of the consultant's recommendations. The report shall also outline a project schedule, assuming a Step Two allocation from OCTA.

Two Community Workshops (one in Los Alamitos and one in Seal Beach) shall be conducted, and the consultant will provide one presentation to each City Council. The consultant shall also provide a presentation to the City of Los Alamitos Traffic Commission.

The Cities will provide a completed Step 1 report including an application for Step 2 funding for the implementation of a recommended strategy, by the end of June 2008. Below is an anticipated timeline for the project:

- February 2008                      Cooperative Agreements to Cities and OCTA
- March 2008                         Conduct Opinion Survey
- April 2008                         Present Results of Opinion Survey to Cities
- April 2008                         Conduct Community Workshops
- May 2008                          Draft Report Presented to Traffic Commission (Los Al.)
- June 2008                          Reports Presented to City Councils
- June 30, 2008                      Final Report to OCTA

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_ Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

## GO LOCAL

### **PROJECT CONCEPT FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**BUDGET**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title



1 COOPERATIVE AGREEMENT NO. C-8-0385

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITY OF SEAL BEACH

6 FOR

7 CITY INITIATED TRANSIT EXTENSIONS TO METROLINK

8 THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
9 2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O.  
10 Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
11 (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local  
12 Transportation Authority, and the City of Seal Beach, 211 8<sup>th</sup> Street, Seal Beach, California, 90740, a  
13 municipal corporation and charter city duly organized and existing under the constitution and laws of  
14 the State of California (hereinafter referred to as "CITY").

15 RECITALS:

16 WHEREAS, AUTHORITY considers its railroad lines linking Los Angeles and San Diego  
17 Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

18 WHEREAS, CITY and AUTHORITY wish to work as partners to develop a community-based  
19 transit vision that increases use of Metrolink by Seal Beach residents, visitors, and/or employees;  
20 and

21 WHEREAS, the funds allocated through this program must comply with the 1990 Measure M  
22 ordinance which states in part that the intent is to provide matching funds to encourage development  
23 of extensions to major activity centers and providing access between the primary rail system and  
24 employment centers; and

25 WHEREAS, CITY is encouraged to enter into written agreements with other cities to  
26 collaborate in some or all facets of a planning and needs assessment to support this vision; and

1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22           **ARTICLE 2. SCOPE**

23           A.       This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services  
25 identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY  
26 /

1 and CITY agree that each will cooperate and coordinate with the other in all activities covered by this  
2 Agreement and any other supplemental agreements.

3 B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of  
4 this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such  
5 performance or to future performance of such terms or conditions and CITY's obligation in respect to  
6 performance shall continue in full force and effect.

7 C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY  
8 unless confirmed in writing by an authorized representative of AUTHORITY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

12 A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT,  
13 for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be  
14 distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an  
15 amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right  
16 to accept or reject any Project Concept.

17 B. Should CITY not complete the services identified in Exhibit A, or does not meet the  
18 terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the  
19 CITY within sixty (60) days of AUTHORITY's written demand.

20 C. Additional Funding- Funding beyond what has been identified in Article 5.  
21 PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a  
22 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
23 the any future step in the GO LOCAL process.

24 /  
25 /  
26 /

1           **ARTICLE 4. RESPONSIBILITIES OF CITY**

2           CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

3           A.     Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.

4           However, CITY may designate pursuant to a written partnership letter of agreement that another city  
5           participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a  
6           copy of this letter within ten (10) days after the agreement has been executed.

7           B.     Third Party Partnerships- CITY is encouraged to collaborate with and enter into written

8           agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
9           deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

10          C.     Project Reporting- Within six months from the receipt of funds, CITY shall submit to

11          AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
12          Progress Report," attached to and, by this reference, incorporated in and made part of this  
13          Agreement. CITY shall be required to produce a final written report of its findings,  
14          recommendations, and next steps according to a mutually agreed upon date, but no later than the  
15          completion date of this Agreement. The Final Report will include the elements described in Exhibit  
16          C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
17          reference, incorporated in and made part of this Agreement.

18          D.     Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the

19          services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
20          Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
21          Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
22          with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
23          through eminent domain or as matching funds to implement land development, all monies funded to  
24          the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
25          AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
26          developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this

1 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
2 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
3 determination and written request, CITY shall return all monies in accordance with this Article.

4 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
5 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
6 Concept within thirty (30) days after the agreement has been executed.

7 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
8 in a good and competent and professional manner and in compliance with all applicable federal,  
9 state and local rules and regulations.

10 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
11 project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling  
12 available.

13 **ARTICLE 5. PAYMENT**

14 A. For CITY's full and complete performance of its obligations under this Agreement and  
15 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
16 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
17 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
18 acceptable invoice.

19 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
20 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
21 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
22 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
23 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
24 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
25 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
26 information requested within thirty (30) days from AUTHORITY's request.

1           **ARTICLE 6. MAXIMUM OBLIGATION**

2           Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY  
3 agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's  
4 direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include  
5 all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

6           **ARTICLE 7. AUDIT AND INSPECTION**

7           CITY shall maintain a complete set of records in accordance with generally accepted  
8 accounting principles and in accordance with Local Transportation Ordinance Number 2: The  
9 Revised Traffic Improvement and Growth Management Ordinance. The original records shall be  
10 maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized  
11 representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts  
12 and other data and records of CITY for a period of not less than four (4) years after final payment, or  
13 until any on-going audit is completed whichever is longer. For purposes of audit, the date of  
14 completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so  
15 noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any  
16 documents related to this Agreement by whatever means necessary.

17           **ARTICLE 8. INDEMNIFICATION**

18           Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors,  
19 employees and agents from and against any and all claims (including attorney's fees and reasonable  
20 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,  
21 worker's compensation subrogation claims, damage to or loss of use of property caused by the  
22 negligent acts, omissions or willful misconduct by the Parties, its officers, directors, employees or  
23 agents in connection with or arising out of the performance of this Agreement.

24           **ARTICLE 9. ADDITIONAL PROVISIONS:**

25           The AUTHORITY and CITY agree to the following mutual responsibilities:

26 /

1           A.     Term for Funding- AUTHORITY and CITY shall execute a Cooperative Agreement on  
2 or before March 1, 2008 for Step 1 funds.

3           B.     Term of Agreement- This Agreement shall continue in full force and effect through  
4 June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this  
5 Agreement may only be extended upon mutual written agreement by both Parties.

6           C.     Termination- The AUTHORITY may terminate this Agreement for its convenience any  
7 time, in whole or part, by giving CITY written notice thereof.

8           D.     Modifications- This Agreement may be amended in writing at any time by the mutual  
9 consent of both Parties. No amendment shall have any force or effect unless executed in writing by  
10 both AUTHORITY and CITY.

11          E.     Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized  
12 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the  
13 Parties hereto are formally bound to the provisions of this Agreement.

14          F.     Notices- Any notices, requests or demands made between the parties pursuant to  
15 this Agreement are to be directed as followed:

16 To CITY:  
17 City of Seal Beach  
18 211 8<sup>TH</sup> Street  
19 /  
20 Seal Beach, CA 90740  
21 ATTENTION: Vince Mastrosimone  
22 Public Works Director  
23 (562/431-25278)  
24 *vmastrosimone@ci.seal-beach.ca.us*  
25 /  
26 /

To AUTHORITY:  
Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
ATTENTION: Kathy Peale  
Senior Contract Administrator  
(714/560-5609); *kpeale@octa.net*  
c: Kia Mortazavi, Executive Director,  
Development Division

1           G.     Severability- If any term, provision, covenant or condition of this Agreement is held to  
2 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
3 remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or  
4 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5           H.     Counterparts of Agreement- This Agreement may be executed and delivered in any  
6 number of counterparts, each of which, when executed and delivered shall be deemed an original  
7 and all of which together shall constitute the same agreement. Facsimile signatures will be  
8 permitted.

9           I.     Force Majeure- Either Party shall be excused from performing its obligations under this  
10 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
11 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
12 commandeering of material, products, plants or facilities by the federal, state or local government;  
13 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
14 such cause is presented to the other Party, and provided further that such nonperformance is  
15 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

16           J.     Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
17 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
18 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
19 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
20 waiver of any right to consent to such subsequent assignment.

21           K.     Obligations Comply with Law- Nothing herein shall be deemed nor construed to  
22 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
23 amounts, or for purposes other than as authorized by local, State or Federal law.

24           L.     Governing Law- The laws of the State of California and applicable Federal, State, local  
25 laws, regulations and guidelines shall govern hereunder.

26 /



1 laws, regulations and guidelines shall govern hereunder.

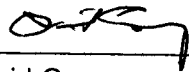
2 /

3 This Agreement shall be made effective upon execution by both parties.

4 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-0385 to be  
5 executed on the date first above written.

6 **CITY OF SEAL BEACH**

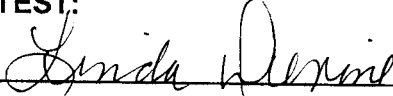
**ORANGE COUNTY TRANSPORTATION AUTHORITY**

7 By:   
8 David Carmany  
9 City Manager

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

10 **ATTEST:**

**APPROVAL RECOMMENDED:**

11 By:   
12 Linda Devine  
13 City Clerk

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

14 **APPROVED:**

**APPROVED AS TO FORM:**

15  
16 By: \_\_\_\_\_  
17 Quinn M. Barrow  
18 City Attorney

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

## GO LOCAL

### PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with the Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

#### B. Project Overview

##### Introduction

The Cities of Los Alamitos and Seal Beach have elected to partner to study use and access to Metrolink

##### Opinion Survey

It is proposed to study the use of a rubber-tire, mixed-flow local circulator by both residents and employees of each city. Due to staff resource constraints, it is proposed to retain a consultant to conduct the survey and prepare the report described below. Through a consultant, the Cities will survey a statistically valid number of survey respondents to obtain information about:

- Local transportation issues;
- Current travel patterns, mode choice and use of transit including:
  - Use of Metrolink (employees and residents)
  - Use of the Metro Blue Line (employees and residents)
  - Use of the Metro Green Line (employees and residents)
  - Use of fixed route bus services including BRT
- Most likely origins (employees) and destinations (residents) / local and regional activity centers;
- Reasons for or impediments to using public transportation modes; and
- Potential service improvements/desirability of various possible enhancements to encourage usage and/or affect travel behavior and mode choice.

Surveys will be administered to households (in Los Alamitos and Seal Beach) as well as a select number of employees. It is proposed to provide an incentive (a drawing for gift certificates) to enhance the survey response rate in both communities (recognizing the success of this strategy in another Orange County city), using gift certificates from local restaurants.

### **Needs Assessment Report**

In addition to the survey research the proposed project concept for the two cities will include complementary Needs Assessment tasks including a community demographic profile and a profile of existing transit services. This will be a concise report which will articulate the community's "transit vision" for the two cities to connect the cities to Metrolink stations. Further, based on the research and analysis, opportunities and conceptual alternatives will be identified and evaluated. These may include:

- Potential transit station site selection and analysis, looking at the advantages of one larger transit center serving both communities versus two smaller ones;
- Opportunities for Park and Ride with shuttle services to Metrolink
- Community circulator bus services providing connectivity to Metrolink, BRT, employment centers or other activity centers/destinations in Los Alamitos and/or Seal Beach.

This information will be used to formulate a public transit strategy report to: (a) best meet the transportation and mobility needs of residents and employees in the two city area; and (b) to improve access to and from both Metrolink. The transit vision for each community will be outlined in a brief report, and preliminary cost estimates (capital and long term operations and maintenance) will be provided. Maps depicting potential shuttle routes and a potential transit center will also be included. The financial analysis will also include a

commentary on potential cost savings for OCTA. The report shall address traffic congestion relief, compatibility of land uses, and cost effectiveness of the consultant's recommendations. The report shall also outline a project schedule, assuming a Step Two allocation from OCTA.

Two Community Workshops (one in Los Alamitos and one in Seal Beach) shall be conducted, and the consultant will provide one presentation to each City Council. The consultant shall also provide a presentation to the City of Los Alamitos Traffic Commission.

The Cities will provide a completed Step 1 report including an application for Step 2 funding for the implementation of a recommended strategy, by the end of June 2008. Below is a timeline for the project:

- February 2008 Cooperative Agreements to Cities and OCTA
- March 2008 Conduct Opinion Survey
- April 2008 Present Results of Opinion Survey to Cities
- April 2008 Conduct Community Workshops
- May 2008 Draft Report Presented to Traffic Commission (Los Al.)
- June 2008 Reports Presented to City Councils
- Final Report to OCTA June 30, 2008

### **C. Partners**

Please attach any letters of agreements, which identify other jurisdictions participating in this Project Concept, and your respective roles (see Checklist on Website).

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_  
By \_\_\_\_\_

Prepared

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in attachment:

**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*



**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title





1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22           **ARTICLE 2. SCOPE**

23           A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services  
25 identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY

26 /

1 and CITY agree that each will cooperate and coordinate with the other in all activities covered by this  
2 Agreement and any other supplemental agreements.

3 B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of  
4 this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such  
5 performance or to future performance of such terms or conditions and CITY's obligation in respect to  
6 performance shall continue in full force and effect.

7 C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless  
8 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to  
9 this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

12 A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT,  
13 for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be  
14 distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an  
15 amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right  
16 to accept or reject any Project Concept.

17 B. Should CITY not complete the services identified in Exhibit A, or does not meet the  
18 terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the  
19 CITY within sixty (60) days of AUTHORITY's written demand.

20 C. Additional Funding- Funding beyond what has been identified in Article 5.  
21 PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a  
22 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
23 the any future step in the GO LOCAL process.

24 /

25 /

26 /

1                   **ARTICLE 4. RESPONSIBILITIES OF CITY**

2                   CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

3                   A.       Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.  
4                   However, CITY may designate pursuant to a written partnership letter of agreement that another city  
5                   participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a  
6                   copy of this letter within ten (10) days after the agreement has been executed.

7                   B.       Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
8                   agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
9                   deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

10                  C.       Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
11                  AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
12                  Progress Report," attached to and, by this reference, incorporated in and made part of this  
13                  Agreement. CITY shall be required to produce a final written report of its findings,  
14                  recommendations, and next steps according to a mutually agreed upon date, but no later than the  
15                  completion date of this Agreement. The Final Report will include the elements described in Exhibit  
16                  C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
17                  reference, incorporated in and made part of this Agreement.

18                  D.       Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
19                  services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
20                  Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
21                  Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
22                  with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
23                  through eminent domain or as matching funds to implement land development, all monies funded to  
24                  the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
25                  AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
26                  developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this

1 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
 2 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
 3 determination and written request, CITY shall return all monies in accordance with this Article.

4 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
 5 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
 6 Concept within thirty (30) days after the agreement has been executed.

7 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
 8 in a good and competent and professional manner and in compliance with all applicable federal,  
 9 state and local rules and regulations.

10 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
 11 project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling  
 12 available.

13 **ARTICLE 5. PAYMENT**

14 A. For CITY's full and complete performance of its obligations under this Agreement and  
 15 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
 16 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
 17 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
 18 acceptable invoice.

19 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
 20 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
 21 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
 22 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
 23 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
 24 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
 25 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
 26 information requested within thirty (30) days from AUTHORITY's request.

1                   **ARTICLE 6. MAXIMUM OBLIGATION**

2                   Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY  
3 agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's  
4 direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include  
5 all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

6                   **ARTICLE 7. AUDIT AND INSPECTION**

7                   CITY shall maintain a complete set of records in accordance with generally accepted  
8 accounting principles and in accordance with Local Transportation Ordinance Number 2: The  
9 Revised Traffic Improvement and Growth Management Ordinance. The original records shall be  
10 maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized  
11 representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts  
12 and other data and records of CITY for a period of not less than four (4) years after final payment, or  
13 until any on-going audit is completed whichever is longer. For purposes of audit, the date of  
14 completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so  
15 noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any  
16 documents related to this Agreement by whatever means necessary.

17                   **ARTICLE 8. INDEMNIFICATION**

18                   Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors,  
19 employees and agents from and against any and all claims (including attorney's fees and reasonable  
20 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,  
21 damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct  
22 by the Parties, its officers, directors, employees or agents in connection with or arising out of the  
23 performance of this Agreement.

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term for Funding- AUTHORITY and CITY shall execute a Cooperative Agreement on or before March 1, 2008 for Step 1 funds.

B. Term of Agreement- This Agreement shall continue in full force and effect through June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

C. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

D. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

F. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

To CITY:  
City of Westminster  
8200 Westminster Boulevard  
/  
Westminster, CA 92683  
ATTENTION: Marwan Youssef  
Public Works Director/City Engineer  
(714/898-3311)  
*marwany@ci.westminster.ca.us*

To AUTHORITY:  
Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
ATTENTION: Kathy Peale  
Senior Contract Administrator  
(714/560-5609); *kpeale@octa.net*  
c: Kia Mortazavi, Executive Director,

Development Division

G. Severability- If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

I. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

L. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

This Agreement shall be made effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0830 to be executed on the date first above written.

**CITY OF WESTMINSTER**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: Margie L. Rice  
Margie L. Rice  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

**APPROVAL RECOMMENDED:**

By: Marian Contreras  
Marian Contreras  
City Clerk

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

**APPROVED:**

**APPROVED AS TO FORM:**

By: Richard D. Jones  
Richard D. Jones  
City Attorney

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel



**GO LOCAL**

**STEP ONE PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

**A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

**B. Project Overview**

Please include a 250 to 300 word overview of your Project Concept.

**C. Partners**

Please attach any letters of agreements which identify other jurisdictions participating in this Project Concept and your respective roles (See Checklist on Website).

## GO LOCAL

### STEP ONE PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:



##### **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.



##### **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?



##### **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?



##### **Public policy/Public Support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?



##### **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

##### **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

## B. Project Overview

The Cities of Westminster, Huntington Beach, Stanton and Fountain Valley (led by Westminster) propose to use GO LOCAL funding allocated by the Orange County Transportation Authority (OCTA). The funding will be used to conduct a needs analysis and feeder service transit connection study related to the implementation of local circulation routes to improve local mobility and regional connectivity. The study will utilize the existing infrastructure to the largest degree possible with the exception of the Hoover Street corridor. It will incorporate public input to both transit and non-transit users, and identify possible transit alternatives exploring all available modes and technologies.

The proposed transit alternatives could also provide transportation for commuters and for visitors who utilize Metrolink. The main route is envisioned to be in the north-south direction with future east-west links. Key targets may include the beach, The Boeing Company, Westminster Mall, Little Saigon, Bella Terra, and other regional attractions within the study area. The cities see the transit feeder as an integral component of the local transportation network as it would expand the opportunities for mobility, alleviate traffic congestion, and enhance the overall quality of life for residents and businesses.

The City of Westminster, as the lead agency, will secure the services of a professional transit consulting firm to conduct the necessary studies and analysis. It is anticipated that the study will take several months to complete and will result in the development of a master plan for local transit service. Such plan will be consistent with the OCTA and the Team's objectives to provide local connections to Metrolink, and improve access and availability of transportation to residents. See attached map illustrating the Metrolink Orange County Line and stations.

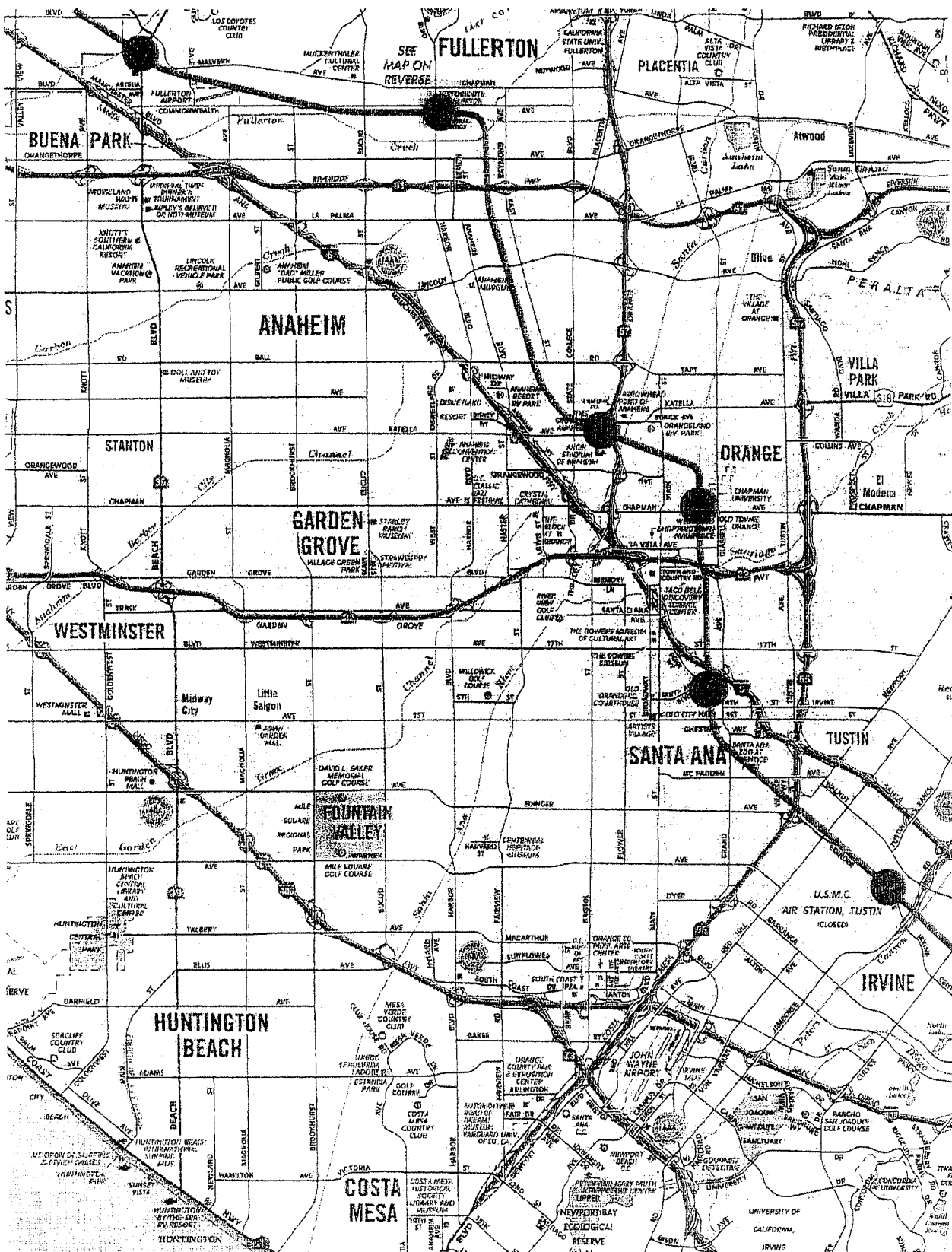
## C. Project Overview

The City of Westminster agrees to lead the effort required to research, analyze and produce a final report based on the above concept. Such efforts include coordinating the performance of work; day-to-day management; hiring, managing and reimbursing any outside consultants to conduct the required studies; and facilitating team meetings. The partnering cities will include Huntington Beach, Stanton and Fountain Valley.

The participating Cities agree to allocate the following portion of their OCTA Go Local Funding to the City of Westminster, as the Lead Agency, for use in completing the necessary reports and studies as follows:

Westminster (Lead Agency)	\$100,000
Huntington Beach	\$100,000
Stanton	\$100,000
Fountain Valley	\$100,000
<b>Total Go Local Money</b>	<b>\$400,000</b>

# Corridor Exhibit



 Metrolink Orange County Line & Stations

**GO LOCAL**

**INITIAL PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

Return to: **Jeanne Spinner LaMar, Manager, Local Initiative**  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost (Column A)	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost (Column B)	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: **Jeanne Spinner LaMar, Manager, Local Initiative**  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**COOPERATIVE AGREEMENT NO. C-8-0411**  
**BETWEEN**  
**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF FOUNTAIN VALLEY**  
**FOR**  
**CITY INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_ \_\_ day of \_\_\_\_\_, 2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Fountain Valley, 10200 Slater Avenue, Fountain Valley California, 92708, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Fountain Valley residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and to provide access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and



1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22           **ARTICLE 2. SCOPE**

23           A.       This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed by CITY. CITY agrees to provide all  
25 services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both  
26 AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities

1 covered by this Agreement and any other supplemental agreements.

2 B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of  
3 this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such  
4 performance or to future performance of such terms or conditions and CITY's obligation in respect to  
5 performance shall continue in full force and effect.

6 C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless  
7 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to  
8 this Agreement and issued in accordance with the provisions of this Agreement.

9 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

10 AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

11 A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT,  
12 for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be  
13 distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an  
14 amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right  
15 to accept or reject any Project Concept.

16 B. Should CITY not complete the services identified in Exhibit A, or does not meet the  
17 terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the  
18 CITY within sixty (60) days of AUTHORITY's written demand.

19 C. Additional Funding- Funding beyond what has been identified in Article 5.  
20 PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a  
21 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
22 the any future step in the GO LOCAL process.

23 **ARTICLE 4. RESPONSIBILITIES OF CITY**

24 CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

25 /

26 /

1           A.     Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.  
2 However, CITY may designate pursuant to a written partnership letter of agreement that another city  
3 participating in the GO LOCAL program is serving as lead agency for a joint Project Concept.  
4 AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been  
5 executed.

6           B.     Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
7 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
8 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

9           C.     Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
10 AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
11 Progress Report," attached to and, by this reference, incorporated in and made part of this  
12 Agreement. CITY shall be required to produce a final written report (Final Report) of its findings,  
13 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
14 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
15 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
16 reference, incorporated in and made part of this Agreement.

17           D.     Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
18 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
19 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
20 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
21 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
22 through eminent domain or as matching funds to implement land development, all monies funded to  
23 the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
24 AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
25 developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
26 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has

1 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
2 determination and written request, CITY shall return all monies in accordance with this Article.

3 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
4 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
5 Concept within thirty (30) days after the agreement has been executed.

6 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
7 in a good and competent and professional manner and in compliance with all applicable federal,  
8 state and local rules and regulations.

9 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
10 project results are compatible with AUTHORITY planning efforts. The AUTHORITY shall make a  
11 good faith effort to make existing modeling results available to CITY within 2 business days of the  
12 CITY's written request.

13 **ARTICLE 5. PAYMENT**

14 A. For CITY's full and complete performance of its obligations under this Agreement and  
15 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
16 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
17 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of  
18 acceptable invoice.

19 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
20 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
21 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
22 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
23 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
24 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
25 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
26 information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

**ARTICLE 8. INDEMNIFICATION**

CITY shall indemnify the AUTHORITY and defend and hold harmless the AUTHORITY and their officers, directors, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by the Parties and their officers, directors, employees, and agents in connection with or arising out of the performance of this Agreement.

/

/

/

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term for Funding- AUTHORITY and CITY shall execute a Cooperative Agreement on or before March 1, 2008 for Step 1 funds.

B. Term of Agreement- This Agreement shall continue in full force and effect through June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

C. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

D. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

F. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

To CITY:  
City of Fountain Valley  
10200 Slater Avenue  
  
Fountain Valley, CA 92708  
ATTENTION: Temo Galvez, P.E.  
Associate Engineer  
  
(714/593-4517);  
temo.galvez@fountainvalley.org

To AUTHORITY:  
Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
Attention: Kathy Peale,  
Senior Procurement Administrator  
  
(714/560-5609); kpeale@octa.net  
  
c: Kia Mortazavi, Executive Director,

Development Division

1  
2 G. Severability- If any term, provision, covenant or condition of this Agreement is held to  
3 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
4 remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or  
5 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6 H. Counterparts of Agreement- This Agreement may be executed and delivered in any  
7 number of counterparts, each of which, when executed and delivered shall be deemed an original  
8 and all of which together shall constitute the same agreement. Facsimile signatures will be  
9 permitted.

10 I. Force Majeure- Either Party shall be excused from performing its obligations under this  
11 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
12 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
13 commandeering of material, products, plants or facilities by the federal, state or local government;  
14 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
15 such cause is presented to the other Party, and provided further that such nonperformance is  
16 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

17 J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
18 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
19 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
20 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
21 waiver of any right to consent to such subsequent assignment.

22 K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to  
23 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
24 amounts, or for purposes other than as authorized by local, State or Federal law.

25 /

26 L. Governing Law- The laws of the State of California and applicable Federal, State, local

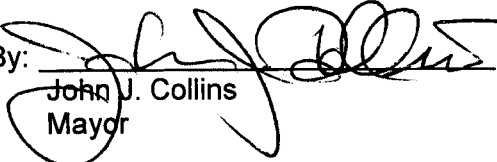
1 laws, regulations and guidelines shall govern hereunder.

2 This Agreement shall be made effective upon execution by both parties.

3 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-8-0411 to be  
4 executed on the date first above written.

5 **CITY OF FOUNTAIN VALLEY**


**ORANGE COUNTY TRANSPORTATION AUTHORITY**

6  
7 By:   
8 John J. Collins  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

9 **ATTEST:**


**APPROVED AS TO FORM:**

10  
11 By:   
12 Robin Roberts  
City Clerk

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

13 **APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

14  
15 By:   
16 Alan Burns  
17 City Attorney

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

Dated: \_\_\_\_\_



**GO LOCAL**

**STEP ONE PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

**A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

**B. Project Overview**

Please include a 250 to 300 word overview of your Project Concept.

**C. Partners**

Please attach any letters of agreements which identify other jurisdictions participating in this Project Concept and your respective roles (See Checklist on Website).

## GO LOCAL

### STEP ONE PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

#### **A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:



##### **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.



##### **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?



##### **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?



##### **Public policy/Public Support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?



##### **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

##### **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

## B. Project Overview

The Cities of Westminster, Huntington Beach, Stanton and Fountain Valley (led by Westminster) propose to use GO LOCAL funding allocated by the Orange County Transportation Authority (OCTA). The funding will be used to conduct a needs analysis and feeder service transit connection study related to the implementation of local circulation routes to improve local mobility and regional connectivity. The study will utilize the existing infrastructure to the largest degree possible with the exception of the Hoover Street corridor. It will incorporate public input to both transit and non-transit users, and identify possible transit alternatives exploring all available modes and technologies.

The proposed transit alternatives could also provide transportation for commuters and for visitors who utilize Metrolink. The main route is envisioned to be in the north-south direction with future east-west links. Key targets may include the beach, The Boeing Company, Westminster Mall, Little Saigon, Bella Terra, and other regional attractions within the study area. The cities see the transit feeder as an integral component of the local transportation network as it would expand the opportunities for mobility, alleviate traffic congestion, and enhance the overall quality of life for residents and businesses.

The City of Westminster, as the lead agency, will secure the services of a professional transit consulting firm to conduct the necessary studies and analysis. It is anticipated that the study will take several months to complete and will result in the development of a master plan for local transit service. Such plan will be consistent with the OCTA and the Team's objectives to provide local connections to Metrolink, and improve access and availability of transportation to residents. See attached map illustrating the Metrolink Orange County Line and stations.

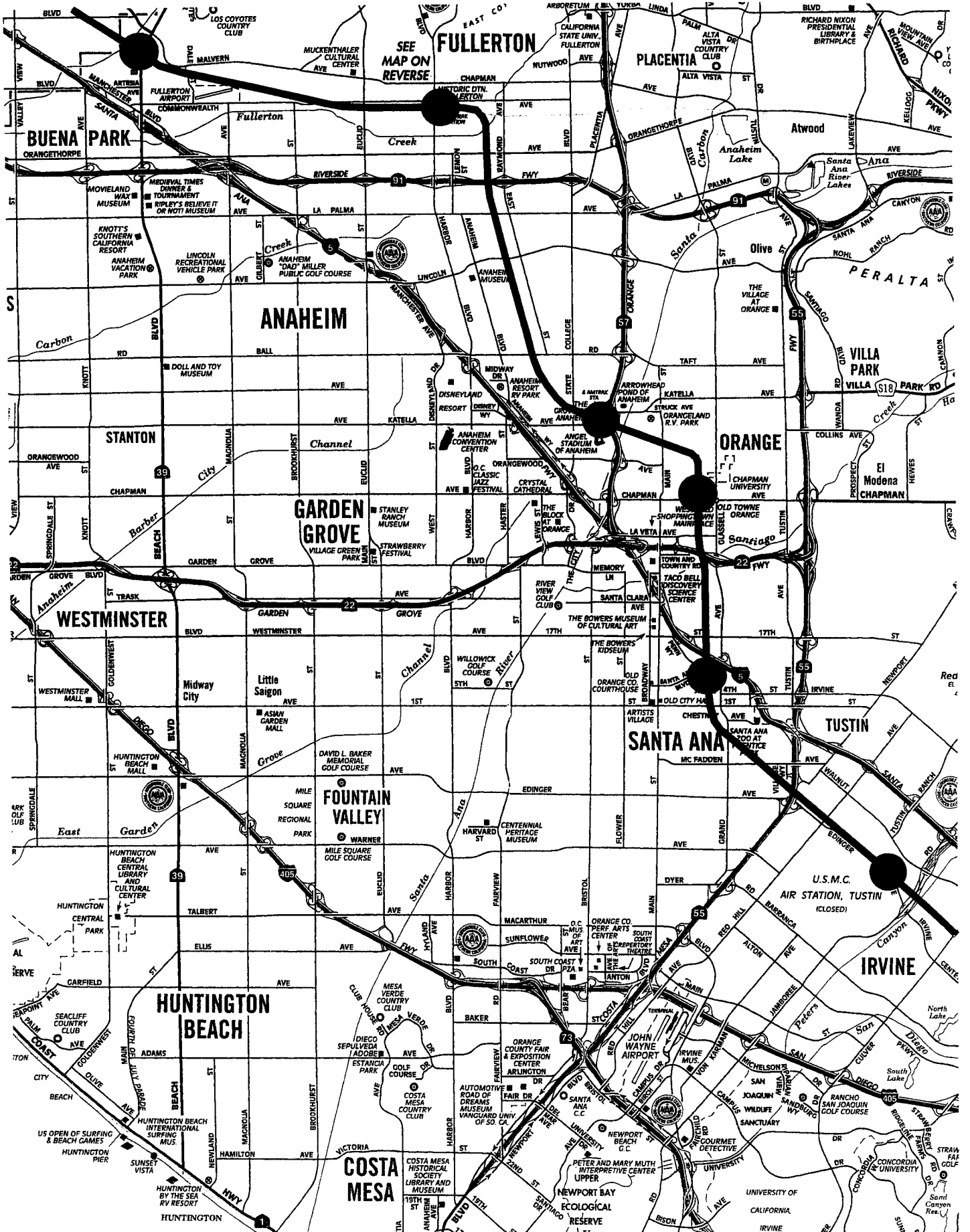
## C. Project Overview

The City of Westminster agrees to lead the effort required to research, analyze and produce a final report based on the above concept. Such efforts include coordinating the performance of work; day-to-day management; hiring, managing and reimbursing any outside consultants to conduct the required studies; and facilitating team meetings. The partnering cities will include Huntington Beach, Stanton and Fountain Valley.

The participating Cities agree to allocate the following portion of their OCTA Go Local Funding to the City of Westminster, as the Lead Agency, for use in completing the necessary reports and studies as follows:

Westminster (Lead Agency)	\$100,000
Huntington Beach	\$100,000
Stanton	\$100,000
Fountain Valley	\$100,000
<b>Total Go Local Money</b>	<b>\$400,000</b>

# Corridor Exhibit



 Metrolink Orange County Line & Stations

**GO LOCAL**

**INITIAL PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants

(Name(s): \_\_\_\_\_)

- ◆ We've been doing some or all of the work in-house

- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative**  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number		In-house Labor	Total hours charged to project x fully burdened hourly rate		TOTAL add A & B
ABC	001		Sr. Planner	500 hours x \$85/hr		
XYZ	002		Admin Asst.	100 x \$25/hr		
						100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative**  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

**COOPERATIVE AGREEMENT NO. C-8-0509**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF COSTA MESA**

**FOR**

**CITY INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Costa Mesa residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and to provide access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and



1           **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3           **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5           **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9           **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11           **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

13           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
14 follows:

15           **ARTICLE 1. COMPLETE AGREEMENT**

16           This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22           **ARTICLE 2. SCOPE**

23           A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed by CITY. CITY agrees to provide all  
25 services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both  
26 AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities

covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to any future step in the GO LOCAL process.

**ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city

1 participating in the GO LOCAL program is serving as lead agency for a joint Project  
 2 Concept. AUTHORITY shall be provided a copy of this letter within ten (10) days after the  
 3 agreement has been executed.

4 B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
 5 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
 6 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

7 C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
 8 AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
 9 Progress Report," attached to and, by this reference, incorporated in and made part of this  
 10 Agreement. CITY shall be required to produce a final written report (Final Report) of its findings,  
 11 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
 12 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
 13 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
 14 reference, incorporated in and made part of this Agreement.

15 D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
 16 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
 17 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
 18 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
 19 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
 20 through eminent domain or as matching funds to implement land development, all monies funded to  
 21 the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
 22 AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
 23 developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
 24 Agreement, in whole or part, if the AUTHORITY determines in its sole reasonable discretion that  
 25 CITY has utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
 26 determination and written request, CITY shall return all monies in accordance with this Article.

1 E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed  
2 agreement and scope of work for services to be performed by third parties in fulfillment of the Project  
3 Concept within thirty (30) days after the agreement has been executed.

4 F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1  
5 in a good and competent and professional manner and in compliance with all applicable federal,  
6 state and local rules and regulations.

7 G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that  
8 project results are compatible with AUTHORITY planning efforts. The AUTHORITY shall make a  
9 good faith effort to make existing modeling results available to CITY within 2 business days of the  
10 CITY's written request.

11 **ARTICLE 5. PAYMENT**

12 A. For CITY's full and complete performance of its obligations under this Agreement and  
13 subject to the maximum cumulative payment obligation provisions set forth in this Agreement,  
14 AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars  
15 (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of CITY's  
16 invoice.

17 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
18 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
19 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
20 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
21 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
22 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
23 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
24 information requested within thirty (30) days from AUTHORITY's request.

25 **ARTICLE 6. MAXIMUM OBLIGATION**

26 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY

1 agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's  
 2 direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include  
 3 all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

4 **ARTICLE 7. AUDIT AND INSPECTION**

5 CITY shall maintain a complete set of records in accordance with generally accepted  
 6 accounting principles and in accordance with Local Transportation Ordinance Number 2: The  
 7 Revised Traffic Improvement and Growth Management Ordinance. The original records shall be  
 8 maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized  
 9 representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts  
 10 and other data and records of CITY for a period of not less than four (4) years after final payment, or  
 11 until any on-going audit is completed whichever is longer. For purposes of audit, the date of  
 12 completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so  
 13 noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any  
 14 documents related to this Agreement by whatever means necessary.

15 **ARTICLE 8. INDEMNIFICATION**

16 Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors,  
 17 employees, and agents from and against any and all claims (including attorney's fees and  
 18 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including  
 19 death, damage to or loss of property caused by the negligent acts, omissions, or willful misconduct  
 20 by the indemnifying Party, its officers, directors, employees or agents in connection with or arising  
 21 out of the performance of this Agreement.

22 **ARTICLE 9. ADDITIONAL PROVISIONS:**

23 The AUTHORITY and CITY agree to the following mutual responsibilities:

- 24 A. Term for Funding – AUTHORITY and CITY shall execute a Cooperative Agreement  
 25 on or before March 1, 2008 for Step 1 funds.
- 26 B. Term of Agreement- This Agreement shall continue in full force and effect through

1 June 30, 2008, unless terminated by mutual written consent by both Parties. The term of this  
2 Agreement may only be extended upon mutual written agreement by both Parties.

3 C. Termination - AUTHORITY may terminate this Agreement for its convenience any  
4 time, in whole or part, by giving CITY written notice thereof.

5 D. Modifications- This Agreement may be amended in writing at any time by the mutual  
6 consent of both Parties. No amendment shall have any force or effect unless executed in writing by  
7 both AUTHORITY and CITY.

8 E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized  
9 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the  
10 Parties hereto are formally bound to the provisions of this Agreement.

11 F. Notices- Any notices, requests or demands made between the Parties pursuant to  
12 this Agreement are to be directed as followed:

13 To CITY:

14 City of Costa Mesa  
15 77 Fair Drive Costa Mesa, CA 92626  
16  
17 Costa Mesa, CA 92626  
18 ATTENTION: Peter Naghavi  
19 Transportation Services Manager  
20 (714/754-5182);  
PNaghavi@ci.costa-mesa.ca.us

To AUTHORITY:

Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
Attention: Kathleen Murphy-Perez,  
Section Manager, Capital Projects  
(714/560-5743); kperez@octa.net  
c: Kia Mortazavi, Executive Director,  
Development Division

23 G. Severability- If any term, provision, covenant or condition of this Agreement is held to  
24 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
25 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
26 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

1 H. Counterparts of Agreement- This Agreement may be executed and delivered in any  
2 number of counterparts, each of which, when executed and delivered shall be deemed an original  
3 and all of which together shall constitute the same agreement. Facsimile signatures will be  
4 permitted.

5 I. Force Majeure- Either Party shall be excused from performing its obligations under this  
6 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
7 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
8 commandeering of material, products, plants or facilities by the federal, state or local government;  
9 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
10 such cause is presented to the other Party, and provided further that such nonperformance is  
11 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

12 J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
13 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
14 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
15 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
16 waiver of any right to consent to such subsequent assignment.

17 K. Obligations Comply with Law- Nothing herein shall be deemed or construed to  
18 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
19 amounts, or for purposes other than as authorized by local, State or Federal law.

20 L. Governing Law- The laws of the State of California and applicable Federal, State, local  
21 laws, regulations and guidelines shall govern hereunder.

22 ///

23 ///

24 ///

25 ///

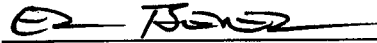
26 ///

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-0509 to be executed on the date first above written.

CITY OF COSTA MESA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By:   
Eric Bever  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

ATTEST:

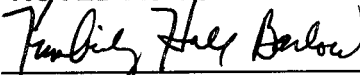
APPROVED AS TO FORM:

By:   
Julie Folcik  
City Clerk

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By:   
Kimberly Hall Barlow  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi, Executive Director  
Development Division

Dated: \_\_\_\_\_



COLOCAL

## STEP ONE PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

### B. Project Overview

The City of Newport Beach, serving as the "Lead Agency", in cooperation with the City of

Costa Mesa, proposes to conduct a multi-faceted transit study to evaluate the feasibility of

designing, constructing and operating a direct transit service connection between John Wayne

Airport (JWA) and surrounding key Metrolink stations such as the Irvine and/or Tustin stations (target stations). The purpose of the study is to analyze a quick and convenient means to transport Orange County aviation passengers and employees into and out of JWA.

## **SCOPE OF WORK**

1. Needs Assessment: Through stakeholder outreach and dialogue, evaluate existing airport JWA passenger surveys, data collection, and technical analysis of various transit alternatives. This study will evaluate the potential passenger demand, and detail the specific operating parameters that would create/induce use of Metrolink service by airport passengers and employees. This study will interface closely with the County of Orange/John Wayne Airport staff to assess the structural, administrative, and operational issues that would be necessary to work cooperatively with JWA operations.
2. Potential Passenger Demand Analysis: Determine ridership projections, based on an evaluation of airport passengers and employees from existing JWA data and surveys.
  - a. Analyze existing data from the 2007 JWA Passenger Survey to be able to critically evaluate the market demand for a transit link between JWA and Metrolink.
  - b. Develop preliminary ridership forecasts for both aviation passengers and airport employees to estimate potential utilization of the transit connection to Metrolink.
3. Metrolink Operations and Expansion Plans as related to JWA operations.
  - a. Review plans for Metrolink Expansion and Amtrak services after 2009 including draft train schedules, train car type(s) and configuration.
  - b. Evaluate the on-site parking for key Orange County Metrolink stations (Irvine and/or Tustin stations in areas where airport passengers would access Metrolink service.

4. Transit Connections from Metrolink Irvine and/or Tustin stations to JWA: Evaluate alternative transit connections, including rubber-tire/mixed flow/express bus, fixed guideway (for example light rail), and DMU, from the Metrolink corridor to JWA. This study will also evaluate 1-3 locations within the cities of Newport Beach and Costa Mesa where residents could access this JWA to Metrolink transit service.
  - a. Identify and evaluate planned or proposed bus service between the subject key Metrolink stations and JWA after 2009.
  - b. Review ongoing work for the development of a rubber-tire circulator system in the Irvine Business Complex by the City of Irvine to determine the correlation to this study.
  - c. Review previous rail alignment studies between JWA vicinity and Irvine. Determine if any aspect of the alignment(s) previously studied might be suitable for a future connection using either people-mover or Metrolink-compatible (DMU) technologies.
5. John Wayne Airport Transit Connections
  - a. Assess the best location and configuration for a transit station at JWA, based on current security needs and operational considerations.
  - b. Financial Analysis: Develop conceptual-level capital and operating cost estimates. Evaluate financial performance of other airport-rail operations to determine financial and funding opportunities and challenges to implement an air-rail connection for JWA.

## **B. COMMITMENTS TO COOPERATE**

Included in this report is a Cooperative Agreement, which is necessary to conduct a successful airport express study, between the cities of Newport Beach and Costa Mesa. Also included is a Letter of Cooperation from John Wayne Airport.

### **C. ADDITIONAL FUNDING AND STUDY BUDGET**

The cities of COSTA MESA and NEWPORT BEACH have agreed to allocate 100% of their OCTA "Go Local" funding allocation. The total budget for this study will be \$200,000.

### **D. ADMINISTERING AGENCY**

The City of NEWPORT BEACH is designated as the Administering Agency, and as such will work closely with all the participating partners. Newport Beach will hire and manage the efforts of the Consultant team, manage all financial activities, including payments to consultants, invoicing, and all financial reports, as well as be responsible for all multi-agency coordination between the cooperating organizations. As the administering agency, the City agrees to facilitate multi-agency cooperation by ensuring the partner organizations are involved in the development of the Scope of Work and the selection of the Consultant Team, as well as hold regular progress meetings and distribute reports and interim studies as they become available.



## INITIAL PROGRESS REPORT

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

### A. Project Overview Progress Report

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

### B. Project Resources

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

### C. Financial Report

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to: Darrell Johnson, Director, Transit Project Delivery  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Darrell Johnson, Director, Transit Project Delivery  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**

**COLOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: **Darrell Johnson, Director, Transit Project Delivery**  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584







BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Consultant Selection for the Renewed Measure M Freeway Strategic Plan

Highways Committee Meeting of March 3, 2008

**Present:** Directors Amante, Cavecche, Dixon, Glaab, Mansoor, Norby, Pringle, and Rosen  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Mansoor was not present to vote on this matter.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1462 between the Orange County Transportation Authority and RBF Consulting, Inc., in an amount not to exceed \$100,000, to provide services for the preparation of the Renewed Measure M Freeway Strategic Plan.



**March 3, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Consultant Selection for the Renewed Measure M Freeway Strategic Plan

**Overview**

The Orange County Transportation Authority is seeking professional services for the preparation of the Renewed Measure M Freeway Strategic Plan. Proposals were solicited from firms to prepare the plan and offers were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Recommendations are presented to finalize the procurement process.

**Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1462 between the Orange County Transportation Authority and RBF Consulting, Inc., in an amount not to exceed \$100,000, to provide services for the preparation of the Renewed Measure M Freeway Strategic Plan.

**Background**

Orange County voters approved the renewal of Measure M with a 69.7 percent vote in November 2006. The half-cent sales tax, administered by the Orange County Transportation Authority (OCTA), will provide \$4.87 billion to improve Orange County freeways over a 30-year period. To guide this effort, the Board of Directors (Board) directed staff, through the Renewed Measure M Early Action Plan, to prepare a Renewed Measure M Freeway Strategic Plan. The plan will include updated freeway cost estimates, proposed project segments and phasing, and year-by-year financial analysis. The plan is expected to be updated annually.

---

***Discussion***

The project was advertised on December 27, 2007, and January 2, 2008, in a newspaper of general circulation. The notice for this project and a request for proposals was sent on December 27, 2007, to 778 firms registered on CAMM NET. A pre-proposal meeting was held on January 7, 2008, and was attended by six firms.

On January 30, 2008, four proposals were received. An evaluation committee consisting of staff from OCTA's Strategic Planning Department, Highway Project Delivery Department, and Contracts Administration and Materials Management Department met to review the proposals. The proposals were evaluated consistent with Board-adopted procurement policies and procedures. The evaluation committee reviewed all proposals and found two firms qualified for the work. The committee interviewed each of the qualified firms. In rank order, the two qualified firms are:

Firm and Location

RBF Consulting, Inc.  
Irvine, California

Kimley Horn and Associates, Inc.  
Orange, California

Based on the material provided by the firms, the committee recommends the selection of RBF Consulting, Inc., as the most qualified firm. The firm has extensive experience in working with freeway project development and delivery in Orange County and the southern California region. The project will benefit from the firm's experienced project manager and strong supporting organization. The work plan submitted showed a comprehensive understanding of the scope of the project. Cost was a factor in this procurement, and RBF Consulting, Inc., had the lowest total cost.

**Fiscal Impact**

The funds associated with this project were included in OCTA's Fiscal Year 2007-08 Budget, Development Division, Account 0010-7519/A4465-HB3.

---

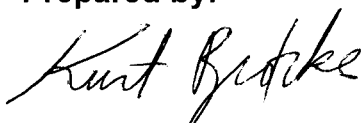
**Summary**

Based on the information provided, the evaluation committee recommends award of Agreement No. C-7-1462 to RBF Consulting, Inc., in an amount not to exceed \$100,000, to prepare the Renewed Measure M Freeway Strategic Plan.

**Attachment**

- A. Proposal Evaluation Summary Matrix Short-List – RFP 7-1462  
“Renewed Measure M Freeway Strategic Plan”
- B. Review of Proposals Presented to the Highways Committee on  
March 3, 2008

**Prepared by:**



Kurt Brotcke  
Director, Strategic Planning  
(714) 560-5742

**Approved by:**



Kia Mortazavi  
Executive Director, Development  
(714) 560-5741

**PROPOSAL EVALUATION SUMMARY MATRIX SHORT-LIST  
RFP 7-1462 "RENEWED MEASURE M FREEWAY STRATEGIC PLAN"**

<b>RBF CONSULTING, INC.</b>					<b>Weights</b>	<b>Overall Score</b>
<b>Evaluation Number</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>		
Qualifications of Firm	5.00	5.00	5.00	4.00	5	23.75
Staffing/Project Organization	4.00	4.00	4.00	4.00	5	20.00
Work Plan	4.00	4.00	4.00	4.00	5	20.00
Cost and Price	5.00	5.00	5.00	5.00	5	25.00
	90.00	90.00	90.00	85.00		89
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>						
<b>Evaluation Number</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>		
Qualifications of Firm	4.00	4.00	4.00	4.00	5	20.00
Staffing/Project Organization	4.00	3.00	4.00	4.00	5	18.75
Work Plan	5.00	5.00	5.00	4.50	5	24.38
Cost and Price	2.00	2.00	2.00	2.00	5	10.00
	75.00	70.00	75.00	72.50		73

**Review of Proposals**  
Presented to the Highways Committee on March 3, 2008

4 proposals were received, 2 firms were interviewed

Overall Ranking	Overall Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Price
1	89	<b>RBF Consulting, Inc.</b> Irvine, CA	None	Highest ranked overall proposal. Excellent freeway project development experience. Firm has completed many freeway development projects. Strong technical team with project implementation experience. Strong project manager with excellent freeway project development experience. Very good team answers to interview questions. Lowest price proposed, within budget.	\$100,000
2	73	<b>Kimley-Horn and Associates, Inc.</b> Orange, CA	Hatch Mott MacDonald Overland Pacific & Cutler	Second highest ranked proposal. Excellent technical proposal and thorough comprehension of scope. Staff experience emphasizes transportation planning rather than freeway project development. Team provided good answers to most interview questions. Highest price proposed, exceeds budget.	\$397,320

Evaluation Panel

OCTA  
Strategic Planning (2)  
Highway Project Delivery  
CMM

Proposal Criteria

Qualifications of the Firm  
Staffing/Project Organization  
Work Plan  
Cost and Price

Weight Factor

25%  
25%  
25%  
25%





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Combined Transportation Funding Program – September 2007  
Semi-Annual Review

Highways Committee Meeting of March 3, 2008

**Present:** Directors Amante, Cavecche, Dixon, Glaab, Mansoor, Norby,  
Pringle, and Rosen  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendation**

Approve adjustments to the Combined Transportation Funding Program project allocations as presented in Attachment B.

**Staff Comments**

Staff noted a correction in the staff report on page two of "*Discussion*" and page four of "*Summary*" that "... 24 agencies requested 68 74 ..."





**March 3, 2008**

**To:** Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Combined Transportation Funding Program - September 2007  
Semi-Annual Review

### **Overview**

The Orange County Transportation Authority recently completed the semi-annual review of projects funded through the Combined Transportation Funding Program. This process reviews the status of grant-funded streets and roads projects and affords an opportunity for updates. The requested changes and recommendations are provided for review and approval.

### **Recommendation**

Approve adjustments to the Combined Transportation Funding Program project allocations as presented in Attachment B.

### **Background**

The Combined Transportation Funding Program (CTFP) is the mechanism the Orange County Transportation Authority (OCTA) uses to administer funding for streets and roads projects throughout the County. The CTFP contains a variety of funding programs and sources including Measure M Local and Regional Streets and Roads revenues, as well as federal Regional Surface Transportation Program (RSTP) funds. The CTFP provides local agencies with a comprehensive set of guidelines for administration and delivery of various transportation funding grants.

Consistent with the CTFP guidelines, OCTA staff meets with representatives from all local agencies twice each year to review the status of projects and proposed changes. This process is commonly referred to as the semi-annual review (SAR). The goals of the SAR process are to update project cost estimates, to review project status, to determine the continued viability of projects, and to address local agency issues. The SAR generally requires

between five and six months to complete as outlined in the following chart.

SAR Activity	Date
OCTA and local agency project meetings & review	September and October
OCTA analysis and report preparation	November and December
Technical Steering and Advisory Committee input	January
Presentation to OCTA Board of Directors (Board)	February

In an effort to improve timely delivery of Measure M project allocations, the OCTA Board adopted a time extension policy in November 2004 (Attachment A). Since federal RSTP funds are programmed by OCTA and administered through the state, projects funded with RSTP funds are governed by state and federal timely use provisions requiring funds to be obligated within the program year. Therefore, OCTA has very limited flexibility in accommodating delay or advancement requests for these projects.

Since 1991, OCTA has awarded (through a competitive process) more than \$683.1 million in Measure M funds and approximately \$240.5 million of federal RSTP funds to local agencies through the CTFP program. These projects are programmed for fiscal years 1992-93 through 2009-10.

### ***Discussion***

During the September 2007 SAR, 24 agencies requested 71 various adjustments to Measure M-funded and RSTP-funded projects. Detailed information for requested changes, justifications, and staff recommendations for these project allocations are shown in Attachment B.

In summary, adjustments to Measure M-funded projects include the following:

- Four project allocations are proposed for early implementation, advancing nearly \$2.6 million.
- Thirty-eight project allocations totaling \$38.2 million requested additional time for implementation on various phases. When compared to the prior SAR, delay requests have increased slightly, from 32 projects to 38 projects; however, the overall number of delay requests has decreased over the last couple of cycles. The following provides a breakdown of these requests by delay causes as reported by the agencies.
  - Two project allocation delay requests need additional time to redesign projects to reduce costs.
  - Four project allocation delay requests need additional time to resolve right-of-way acquisition issues.

- Five project allocation delay requests will allow agencies to secure more project funding.
- Thirteen delay requests will grant additional time to coordinate the project approval process with other agencies and/or utility companies.
- Four delay requests require additional time to complete project studies.
- Eight delay requests are required to coordinate concurrent project schedules.
- Two delay requests will grant additional time to re-bid the project contracts.
- Seven project allocations totaling \$5.9 million were requested to be cancelled.
- Nineteen miscellaneous project allocation adjustments were requested. These include transferring funds between project phases, changes in lead agency status, and minor revisions to project scope.

Several of the adjustment requests are for projects funded through the Growth Management Area (GMA) program. All requested changes to GMA-funded projects must be approved by both the GMA elected officials' bodies and the OCTA Board. The project adjustments submitted prior to elected officials' approvals are being considered by OCTA, pending approval by the GMA elected officials' bodies.

Adjustments for federal RSTP-funded projects are limited to projects approved for funding through the Arterial Highway Rehabilitation Program (AHRP). There are other categories within the RSTP program, but adjustments may only be requested for those programmed to AHRP. As previously reported, local agencies receiving federal RSTP funding for these projects must adhere to state and federal timely use requirements.

Suggested adjustments to federally funded projects include:

- Two AHRP project allocations totaling \$241,158 were requested to be cancelled.
- One AHRP project delay totaling \$532,774 to coordinate with the California Department of Transportation on federal requirements.

During the SAR, the status of all projects is reviewed. Projects may fall into four categories. Current allocations by status are outlined in the table below. It is worth noting that since the last semi-annual review in March 2007, project allocations totaling approximately \$6.8 million have been completed and are

included in the total completions. More detailed information on completed Measure M project allocations by jurisdiction is shown in Attachment C.

Status	Definition	Measure M Allocations (millions)	RSTP Allocations (millions)
Completed	Final report filed, approved, and final payment made.	\$ 321.2	\$ 89.6
Pending	Project work has been completed and only final report submittal/approval is pending.	\$ 56.7	\$ 36.9
Started	Project is progressing on schedule and within funding allocation.	\$ 140.7	\$ 46.8
Planned	Projects are planned but have not entered the program year or have experienced delay for a variety of reasons and additional time may be requested.	\$ 164.5	\$ 67.1
TOTAL PROJECT ALLOCATIONS		\$ 683.1	\$ 240.5

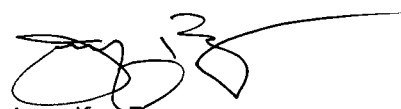
**Summary**

OCTA has recently completed a semi-annual review of projects funded through the CTFP. In total, 24 agencies requested 71 project allocation adjustments. The next semi-annual review is scheduled for March 2008.

**Attachments**

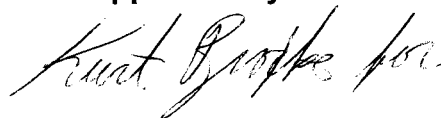
- A. Combined Transportation Funding Program Time Extensions Policy (Adopted as of November 2004)
- B. Combined Transportation Funding Program - September 2007 Semi-Annual Review Adjustment Requests
- C. September 2007 Semi-Annual Review - Measure M Project Allocations Completed by Agencies Since 1991

**Prepared by:**



Jennifer Bergener  
Manager, Capital & Local Programs  
(714) 580-5462

**Approved by:**



Kia Mortazavi  
Executive Director, Development  
(714) 560-5741

**Combined Transportation Funding Program  
Time Extension Policy  
(Adopted as of November 2004)**

- Agencies may request a one-time delay of up to 24 months. Jurisdictions will be required to justify this request and seek approval of Orange County Transportation Authority (OCTA) staff, Technical Steering Committee (TSC), and the Technical Advisory Committee (TAC) as part of the semi-annual review process.
- A second delay request may only be awarded by obtaining the council-approved revised Capital Improvement Program that indicates the project's revised program year. The second delay request will still require the OCTA staff review and the TSC and TAC approval.
- Any further delay beyond the second delay request would require a direct request for approval from the OCTA Board of Directors (Board). The OCTA Board will have the final approval of the Agency's request.

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>ADVANCES</b>											
Anaheim	00-ANAH-GMA-1014	GMA	Magnolia Street Signal Improvement	C	08/09	12	07/08	\$60,000.00	Advance	\$60,000.00	Project is ready to start during this fiscal year
County of Orange	05-ORCO-GMA-2089	GMA	Antonio Parkway	C	09/10	24	07/08	\$148,000.00	Advance	\$148,000.00	County will hire A-E on board in this fiscal year
Sub-Total GMA Program Advances								\$208,000.00		\$208,000.00	
Garden Grove	03-GGRV-IIP-1104	IIP	Fairview/Trask	R	08/09	12	07/08	\$1,381,887.00	Advance	\$1,381,887.00	The city has already acquired properties for this project
Garden Grove	03-GGRV-IIP-1106	IIP	Brookhurst/Garden Grove Boulevard	R	08/09	12	07/08	\$960,199.42	Advance	\$960,199.42	The city has already acquired properties for this project
Sub-Total IIP Program Advances								\$2,342,086.42		\$2,342,086.42	
<b>Advances - Total All Measure M Programs</b>								<b>\$2,550,086.42</b>		<b>\$2,550,086.42</b>	

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>DELAYS</b>											
Anaheim	99-ORCO-GMA-1038	GMA	Brookhurst/ Katella - Ball	E	07/08	24	09/10	\$250,000.00	Delay	\$250,000.00	Additional time is needed to secure additional funding for construction.
Buena Park	97-BPRK-GMA-1033	GMA	Artesia Boulevard Improvement @ I-5 FWY	C	06/07	24	08/09	\$240,000.00	Delay	\$240,000.00	Additional time is needed to coordinate project with Caltrans and the I-5 widening project.
Costa Mesa	99-CMSA-GMA-1028	GMA	Newport Boulevard 19th Street to 17th Street	C	06/07	24	08/09	\$870,290.00	Delay	\$870,290.00	Additional time is needed to coordinate project with Caltrans on Right-of-Way issues, design is not complete, and project schedule needs to be synchronized with other projects.
County of Orange	99-ORCO-GMA-1041	GMA	El Toro Road @ Avenida de la Carlota	C	07/08	24	09/10	\$100,000.00	Delay	\$100,000.00	Additional time is needed to complete Right-of-Way issues.
Irvine	00-IRVN-GMA-3095	GMA	San Diego Creek & Culverdale Bike Trail Lighting	C	06/07	24	08/09	\$150,000.00	Delay	\$150,000.00	Construction bids were higher than budget amount. City will re-bid project in FY 07/08.
Mission Viejo	05-MVJO-GMA-2784	GMA	Oso/Marguerite Intersection Improvement	C	06/07	12	07/08	\$516,165.00	Delay	\$516,165.00	Construction delay due to ROW issues. Property appraisals higher than anticipated.
Santa Ana	02-IRVN-GMA-1004	GMA	Alton/SR-55 Overcrossing	E	06/07	12	07/08	\$200,000.00	Delay	\$200,000.00	Delay due to coordination efforts with Caltrans and OCTA - SR-55 project study report.
Santa Ana	05-IRVN-GMA-2569	GMA	Alton/SR-55 Overcrossing and HOV Ramps	E	06/07	12	07/08	\$255,000.00	Delay	\$255,000.00	Delay due to coordination efforts with Caltrans and OCTA - SR-55 project study report.
Santa Ana	05-SNTA-GMA-2542	GMA	Alton/SR-55 Overcrossing and HOV Ramps	E	06/07	12	07/08	\$255,000.00	Delay	\$255,000.00	Delay due to coordination efforts with Caltrans and OCTA - SR-55 project study report.
Seal Beach	95-SBCH-GMA-1188	GMA	Seal Beach Boulevard Bridge @ I-405	C	07/08	24	09/10	\$382,250.00	Delay	\$382,250.00	Delay due to coordination efforts with Caltrans - project to coincide with phase 2 of SR-22 project.
Yorba Linda	03-YLND-GMA-1235	GMA	Rose Drive Signal Upgrades & Striping	C	07/08	24	09/10	\$100,000.00	Delay	\$100,000.00	Construction is pending completion of design. Study of Rose Drive to be completed in FY 07/08.
<b>Sub-Total GMA Program Delays</b>								<b>\$3,318,705.00</b>		<b>\$3,318,705.00</b>	
Santa Ana	00-IRVN-RIP-3099	RIP	Alton/SR-55 Overcrossing and HOV	E	06/07	12	07/08	\$1,680,000.00	Delay	\$1,680,000.00	Delay due to coordination efforts with Caltrans and OCTA - SR-55 project study report.
Costa Mesa	05-CMSA-RIP-2102	RIP	Fairview/I-405 Interchange Improvement	C	06/07	24	08/09	\$2,373,750.00	Delay	\$2,373,750.00	Additional time is needed to secure additional funding for construction.
<b>Sub-Total RIP Program Delays</b>								<b>\$4,053,750.00</b>		<b>\$4,053,750.00</b>	
Anaheim	97-ANAH-SSP-2004	SSP	Katella Avenue (Humor to Jean)	C	07/08	12	08/09	\$4,400,000.00	Delay	\$4,400,000.00	Additional time is needed to secure additional funding for construction.
Anaheim	97-ANAH-SSP-2007	SSP	Katella Avenue (Ninth to Humor)	C	06/07	12	07/08	\$2,454,000.00	Delay	\$2,454,000.00	Delay due to ROW acquisition/building modifications and utility relocation schedules. City needs to secure additional funding also.
<b>Sub-Total SSP Program Delays</b>								<b>\$6,854,000.00</b>		<b>\$6,854,000.00</b>	

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>DELAYS CONTINUED</b>											
Anaheim	03-ANAH-IIP-1016	IIP	Kraemer Boulevard/La Palma Avenue Intersection	C	07/08	12	08/09	\$598,181.00	Delay	\$598,181.00	Additional time is needed to coordinate project with Caltrans & Flood Control.
Los Alamitos	03-LSAL-IIP-1175	IIP	Intersection Improvement @ Bloomfield Street and Ball	C	06/07	24	08/09	\$268,085.52	Delay	\$268,085.52	Bid was rejected by City Council due to lack of funding. Plans need to be re-designed.
Los Alamitos	03-LSAL-IIP-1173	IIP	Intersection Improvement @ Bloomfield Street and Ball	C	06/07	24	08/09	\$100,000.00	Delay	\$100,000.00	Bid was rejected by City Council due to lack of funding. Plans need to be re-designed.
Buena Park	03-BPRK-IIP-1039	IIP	Beach Boulevard/Malvern Avenue Improvement	C	06/07	12	07/08	\$117,488.00	Delay	\$117,488.00	Delay in obtaining Caltrans permit.
Brea	03-BREA-IIP-1032	IIP	Birch & Kraemer	C	06/07	24	08/09	\$932,320.00	Delay	\$932,320.00	Additional time is needed to coordinated with O.C. Flood Control & Edison Company.
Costa Mesa	05-CMSA-IIP-2093	IIP	Newport/19th Street Intersection Improvement	C	06/07	24	08/09	\$2,500,000.00	Delay	\$2,500,000.00	Additional time is needed to coordinate project with Caltrans on Right-of-Way issues, design is not complete, and project schedule needs to be synchronized with other projects.
Costa Mesa	05-CMSA-IIP-2254	IIP	Newport/17th Street Intersection Improvement	C	06/07	24	08/09	\$1,476,999.88	Delay	\$1,476,999.88	Additional time is needed to coordinate project with Caltrans on Right-of-Way issues, design is not complete, and project schedule needs to be synchronized with other projects.
Garden Grove	03-GGRV-IIP-1105	IIP	Euclid/SR-22 EB On-Ramp	C	07/08	24	09/10	\$353,287.77	Delay	\$353,287.77	Delay due to relocation of Shell gas station.
Irvine	03-IRVN-IIP-1124	IIP	Culver/Walnut Intersection	R	06/07	12	07/08	\$733,702.00	Delay	\$733,702.00	Project is pending approval of the project report and environmental documents.
Irvine	03-IRVN-IIP-1124	IIP	Culver/Walnut Intersection	E	06/07	12	07/08	\$90,161.00	Delay	\$90,161.00	Project is pending approval of the project report and environmental documents.
Mission Viejo	05-MVJO-IIP-2668	IIP	Oso/Marguerite Intersection Widening	C	06/07	12	07/08	\$1,944,074.75	Delay	\$1,944,074.75	Construction delay due to ROW issues. Property appraisals higher than anticipated.
Orange	03-ORNG-IIP-1186	IIP	Tustin Street and Meats Avenue	R	07/08	12	08/09	\$1,327,818.00	Delay	\$1,327,818.00	Further analysis of Meats Interchange is required.
Orange	03-ORNG-IIP-1186	IIP	Tustin Street and Meats Avenue	C	07/08	12	08/09	\$732,247.00	Delay	\$732,247.00	Further analysis of Meats Interchange is required.
Santa Ana	00-SNTA-IIP-3167	IIP	Bristol Street/First Street Widening	C	06/07	12	07/08	\$773,273.00	Delay	\$773,273.00	Additional time is needed to coordinate project with Caltrans.
<b>Sub-Total IIP Program Delays</b>								<b>\$11,947,637.92</b>		<b>\$11,947,637.92</b>	



## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>DELAYS CONTINUED</b>											
Garden Grove	00-GGRV-SIP-3078	SIP	Detection Upgrades	C	06/07	12	07/08	\$80,000.00	Delay	\$80,000.00	Additional time is needed to coordinate project with Caltrans.
Garden Grove	00-GGRV-SIP-3077	SIP	CCTV Cameras	C	06/07	12	07/08	\$240,980.00	Delay	\$240,980.00	Additional time is needed to coordinate project with Caltrans.
Garden Grove	05-GGRV-SIP-2813	SIP	System Detectors for Aries	C	06/07	12	07/08	\$241,000.00	Delay	\$241,000.00	Additional time is needed to coordinate project with Caltrans.
Garden Grove	05-GGRV-SIP-2197	SIP	Lampson Avenue Interconnect	C	06/07	12	07/08	\$248,300.00	Delay	\$248,300.00	Additional time is needed to coordinate project with Caltrans.
<b>Sub-Total SIP Program Delays</b>								<b>\$810,280.00</b>		<b>\$810,280.00</b>	
Anaheim	03-ANAH-MPAH-1019	MPAH	Brookhurst Street- S/P Ball Road to N/O Katella Avenue	R	08/09	12	09/10	\$6,722,424.75	Delay	\$6,722,424.75	Additional time is needed to secure additional funding for construction.
Anaheim	03-ANAH-MPAH-1019	MPAH	Brookhurst St. - S/P Ball Road to N/O Katella Avenue	E	07/08	24	09/10	\$114,400.00	Delay	\$114,400.00	Additional time is needed to secure additional funding for construction.
County of Orange	03-ORCO-MPAH-1072	MPAH	Edinger Avenue Bridge @ Santa Ana River	C	07/08	24	09/10	\$1,746,669.00	Delay	\$1,746,669.00	Construction is pending completion of design.
Seal Beach	97-SBCH-MPAH-1154	MPAH	Seal Beach Boulevard Ivercrossing Widening	C	07/08	24	09/10	\$1,680,000.00	Delay	\$1,680,000.00	Delay due to coordination efforts with Caltrans - project to coincide with phase 2 of SR-22 project.
San Clemente	03-SCLM-MPAH-1200	MPAH	Avenida Pico from Interstate 5	C	06/07	12	07/08	\$641,493.60	Delay	\$641,493.60	Additional time is needed to coordinate with the school district.
<b>Sub-Total MPAH Program Delays</b>								<b>\$10,904,987.35</b>		<b>\$10,904,987.35</b>	
Huntington Beach	03-HBCH-TDM-1114	TDM	Pacific Coast Highway Transit Center	C	06/07	24	08/09	\$150,000.00	Delay	\$150,000.00	Additional time is needed to complete the Coastal Development Process
Irvine	00-IRVN-TDM-3108	TDM	San Diego Creek & Culverdale Bike Trail Lighting	C	06/07	24	08/09	\$67,003.00	Delay	\$67,003.00	Construction bids were higher than budget amount - City will re-bid project in FY 07/08.
La Habra	00-LHAB-TDM-3115	TDM	Coyote Creek Bikeway	C	06/07	24	08/09	\$81,320.00	Delay	\$81,320.00	Additional time is needed to secure funding and coordination with the City of La Mirada has delayed the project.
<b>Sub-Total TDM Program Delays</b>								<b>\$298,323.00</b>		<b>\$298,323.00</b>	
<b>Delays - Total All Measure M Programs</b>								<b>\$38,187,683.27</b>		<b>\$38,187,683.27</b>	

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>CANCELLATIONS</b>											
Garden Grove	95-GGRV-GMA-1078	GMA	Harbor Boulevard (Wamer to SR-91) Smart Street	E	00/01	N/A	N/A	\$750,000.00	Cancel	\$0.00	Delay in Caltrans approval. City requests cancellation.
Garden Grove	95-GGRV-GMA-1078	GMA	Harbor Boulevard (Wamer to SR-91) Smart Street	R	02/03	N/A	N/A	\$140,000.00	Cancel	\$0.00	Delay in Caltrans approval. City requests cancellation.
Garden Grove	95-GGRV-GMA-1079	GMA	Harbor Boulevard (Wamer to SR-91) Smart Street	E	96/97	N/A	N/A	\$356,000.00	Cancel	\$0.00	Delay in Caltrans approval. City requests cancellation.
Garden Grove	00-GGRV-GMA-3073	GMA	Harbor Boulevard (Wamer to SR-91) Smart Street	E	01/02	N/A	N/A	\$89,000.00	Cancel	\$0.00	Delay in Caltrans approval. City requests cancellation.
Laguna Niguel	05-LNIG-GMA-2579	GMA	Shelter Installation Project GMA Metrolink	C	09/10	N/A	N/A	\$50,000.00	Cancel	\$0.00	This work will be incorporated into larger Metrolink Station Improvement Project. City requests cancellation.
<b>Sub-Total GMA Program Cancellations</b>								<b>\$1,385,000.00</b>		<b>\$1,385,000.00</b>	
County of Orange	03-ORCO-MPAH-1074	MPAH	Red Hill Avenue	E	07/08	N/A	N/A	\$12,000.00	Cancel	\$0.00	County decided not to pursue this project at this time.
County of Orange	03-ORCO-MPAH-1074	MPAH	Red Hill Avenue	R	07/08	N/A	N/A	\$94,556.78	Cancel	\$0.00	County decided not to pursue this project at this time.
County of Orange	03-ORCO-MPAH-1074	MPAH	Red Hill Avenue	C	07/08	N/A	N/A	\$94,556.78	Cancel	\$0.00	County decided not to pursue this project at this time.
Fullerton	05-FULL-MPAH-2266	MPAH	Gilbert Street Widening	C	09/10	N/A	N/A	\$989,725.00	Cancel	\$0.00	City requests cancellation.
San Juan Capistrano	05-SJCP-MPAH-2400	MPAH	La Novia Bridge	C	08/09	N/A	N/A	\$3,279,826.00	Cancel	\$0.00	The City Council of San Juan Capistrano took action on 11-20-2007, and cancelled La Novia Bridge Widening project.
<b>Sub-Total MPAH Program Cancellations</b>								<b>\$4,470,664.56</b>		<b>\$0.00</b>	
<b>Cancellations - Total All Measure M Programs</b>								<b>\$5,855,664.56</b>			

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>MISCELLANEOUS ADJUSTMENTS</b>											
Buena Park	05-BPRK-GMA-2708	GMA	Valley View Widening (Orangethorpe to Lincoln)	C	08/09	N/A	N/A	\$250,000.00	N/A	\$550,000.00	On June, 11 2007 GMA-TAC/E.O. approved to add \$300,000 into this project.
Buena Park	05-BPRK-GMA-2739	GMA	Beach Boulevard/Malvern Avenue/La Mirada Improvement	R	05/06	N/A	N/A	\$25,000.00	Transfer	\$0.00	Cost overrun on construction phase. Transfer \$25,000 from R to C.
Buena Park	05-BPRK-GMA-2739	GMA	Beach Boulevard/Malvern Avenue/La Mirada Improvement	C	07/08	N/A	N/A	\$95,000.00	Transfer	\$120,000.00	Cost overrun on construction phase. Transfer \$25,000 from R to C.
County of Orange	05-ORCO-GMA-2089	GMA	Antonio Parkway	C	09/10	N/A	N/A	\$148,000.00	Transfer	\$0.00	County would like to transfer funds from C to E. Design to start FY 08 and County will reapply for C in M2 Call for Projects.
County of Orange	05-ORCO-GMA-2089	GMA	Antonio Parkway	E	09/10	N/A	N/A	\$0.00	Transfer	\$148,000.00	County would like to transfer funds from C to E. Design to start FY 08 and County will reapply for C in M2 Call for Projects.
Irvine	05-IRVN-GMA-2103	GMA	Jeffrey Road Extension	E	07/08	N/A	N/A	\$50,000.00	N/A	\$100,000.00	GMA-TAC/E.O. approved to increase \$50,000 into this project.
Laguna Hills	00-LHLL-GMA-3116	GMA	Moulton Parkway Segment 2	C	08/09	N/A	N/A	\$458,000.00	N/A	\$458,000.00	Transfer the Lead Agency from Laguna Hills to County of Orange.
Laguna Woods	03-LWDS-GMA-1164	GMA	Aliso Creek Road/EI Toro Road Intersection	C	06/07	N/A	N/A	\$132,000.00	N/A	\$132,000.00	Scope revision to phase project implementation.
Los Alamitos	TBD	GMA	I-605/Cerritos Ave Feasibility Study	E	08/09	N/A	N/A	\$45,000.00	N/A	\$45,000.00	GMA-TAC/E.O. approved to add this new project to City of Los Alamitos
San Juan Capistrano	TBD	GMA	Del Obispo & Camino Capistrano Traffic Signal	E	07/08	N/A	N/A	\$10,000.00	N/A	\$10,000.00	GMA-TAC/E.O. approved to add this new project to San Juan Capistrano
San Juan Capistrano	TBD	GMA	Del Obispo & Camino Capistrano Traffic Signal	C	08/09	N/A	N/A	\$140,000.00	N/A	\$140,000.00	GMA-TAC/E.O. approved to add this new project to San Juan Capistrano
Santa Ana	03-SNTA-GMA-1204	GMA	Fairview Street/MacArthur Boulevard	E	04/05	N/A	N/A	\$50,000.00	Transfer	\$87,810.00	Cost overrun on Engineer phase. Transfer \$37,810 from R to E.
Santa Ana	03-SNTA-GMA-1204	GMA	Fairview Street/MacArthur Boulevard	R	05/06	N/A	N/A	\$225,000.00	Transfer	\$187,190.00	Cost overrun on Engineer phase. Transfer \$37,810 from R to E.
Villa Park	TBD	GMA	Santiago Blvd Street Improvements	E	07/08	N/A	N/A	\$50,000.00	N/A	\$50,000.00	GMA-TAC/E.O. approved to add this new project to City of Villa Park
Villa Park	TBD	GMA	Santiago Blvd Street Improvements	C	08/09	N/A	N/A	\$100,000.00	N/A	\$100,000.00	GMA-TAC/E.O. approved to add this new project to City of Villa Park
Yorba Linda	05-ANAH-GMA-2562	GMA	Savi Ranch/Weir Canyon Traffic Signal Project	C	07/08	N/A	N/A	\$180,000.00	N/A	\$305,000.00	GMA-TAC/E.O. approved to increase \$180,000 into this project.
<b>Sub-Total GMA Program Miscellaneous Adjustments</b>								<b>\$1,628,000.00</b>		<b>\$2,433,000.00</b>	

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>MISCELLANEOUS ADJUSTMENTS CONTINUED</b>											
Orange	00-ORNG-IIP-3141	IIP	Chapman Avenue/Prospect Street Intersection	R	03/04	N/A	N/A	\$1,012,056.00	Transfer	\$952,056.00	Cost overrun on construction phase. Transfer \$60,000 from R to C.
Orange	00-ORNG-IIP-3141	IIP	Chapman Avenue/Prospect Street Intersection	C	06/07	N/A	N/A	\$599,415.00	Transfer	\$659,415.00	Cost overrun on construction phase. Transfer \$60,000 from R to C.
<b>Sub-Total IIP Program Miscellaneous Adjustments</b>								<b>\$1,611,471.00</b>		<b>\$1,611,471.00</b>	
Tustin	05-SNTA-MPAH-2151	MPAH	Moulton (Edinger) - Richey to Redhill	R	05/06	N/A	N/A	\$2,281,386.00	Transfer	\$1,303,518.33	Transfer \$977,867.67 from R phase to C phase.
Laguna Woods	03-LWDS-MPAH-1166	MPAH	Aliso Creek Road/EI Toro Road Intersection	C	06/07	N/A	N/A	\$389,712.83	N/A	\$389,712.83	Scope revision to phase project implementation
Tustin	05-SNTA-MPAH-2151	MPAH	Moulton (Edinger) - Richey to Redhill	C	05/06	N/A	N/A	\$1,660,440.00	Transfer	\$2,638,307.67	Transfer \$977,867.67 from R phase to C phase.
<b>Sub-Total MPAH Program Miscellaneous Adjustments</b>								<b>\$4,331,538.83</b>		<b>\$4,331,538.83</b>	
La Habra	97-LHAB-SSP-2012	SSP	Imperial (LAC to Harbor)	R	04/05	N/A	N/A	\$3,000,000.00	Transfer	\$2,000,000.00	Transfer \$1,000,000 from R phase to 97-LHAB-SSP-2013 C Phase.
County	97-ORCO-SSP-2009	SSP	Katella Avenue (100 e/o Jean to Magnolia)	R	02/03	N/A	N/A	\$1,294,625.00	N/A	\$1,294,625.00	Transfer the Lead Agency from County of Orange to City of Stanton.
La Habra	97-LHAB-SSP-2013	SSP	Imperial (LAC to SAC)	E	03/04	N/A	N/A	\$65,000.00	Transfer	\$1,065,000.00	Transfer \$1,000,000 from R phase to 97-LHAB-SSP-2013 C Phase.
<b>Sub-Total SSP Program Miscellaneous Adjustments</b>								<b>\$4,359,625.00</b>		<b>\$4,359,625.00</b>	
Santa Ana	00-SNTA-SIP-3174	SIP	Edinger Traffic Management Project	C	07/08	N/A	N/A	\$202,000.00	N/A	\$202,000.00	Construction cost exceed budget. Scope reduced to decrease contract amount
Santa Ana	00-SNTA-SIP-3176	SIP	Harbor Boulevard Traffic Management Project	C	07/08	N/A	N/A	\$193,444.00	N/A	\$193,444.00	Construction cost exceed budget. Scope reduced to decrease contract amount
<b>Sub-Total SIP Program Miscellaneous Adjustments</b>								<b>\$395,444.00</b>		<b>\$395,444.00</b>	
<b>Miscellaneous Adjustments - Total All Measure M Programs</b>								<b>\$12,326,078.83</b>		<b>\$13,131,078.83</b>	

## Combined Transportation Funding Program September 2007 Semi-Annual Review Adjustment Requests

Agency	Project #	Program	Project Title	Phase	Current FY	Months	Proposed FY	Amount	Action Request	Proposed Amount	Reason
<b>AHRP PROGRAMS</b>											
<b>DELAYS</b>											
Orange	05-ORNG-AHRP-2420	AHRP	Prospect Street Chapman to Spring	C	06/07	12	07/08	\$532,774.98	Delay	\$532,774.98	Project limits were inadvertently left out from the Federal Aid System.
<b>Delays - Total All AHRP Programs</b>								<b>\$532,774.98</b>		<b>\$532,774.98</b>	
<b>CANCELLATIONS</b>											
Anaheim	05-ANAH-AHRP-2572	AHRP	Dale Avenue - 1450' N/O Camation	C	06/07	N/A	N/A	\$34,754.00	Cancel	\$0.00	City would like to De-Obligate this project.
Los Alamitos	05-LSAL-AHRP-2349	AHRP	Ball Road Rehabilitation - ECL to WCL	C	06/07	N/A	N/A	\$182,779.00	Cancel	\$0.00	City would like to De-Obligate this project.
Los Alamitos	05-LSAL-AHRP-2349	AHRP	Ball Road Rehabilitation - ECL to WCL	E	06/07	N/A	N/A	\$23,625.00	Cancel	\$0.00	City would like to De-Obligate this project.
<b>Cancel - Total All AHRP Programs</b>								<b>\$241,158.00</b>		<b>\$0.00</b>	

**September 2007 Semi-Annual Review**  
**Measure M Project Allocations Completed by Agencies Since 1991**

Agency	Growth Management Area	Intersection Improvement Program	Master Plan of Arterial Highways	Regional Interchange Program	Signal Improvement Program	Smart Street Program	Transportation Demand Management Program	Total Completed Allocations	Total Project Allocations To Date
	Completed Allocations [\$]	Completed Allocations [\$]	Completed Allocations [\$]	Completed Allocations [\$]	Completed Allocations [\$]	Completed Allocations [\$]	Completed Allocations [\$]	Total Completed Allocations [\$]	Alloc's Amount [\$]
Aliso Viejo	\$ -	\$ 184,714	\$ -	\$ -	\$ 177,029	\$ -	\$ -	\$ 361,743	\$ 843,657
Anaheim	\$ 5,737,540	\$ 7,333,043	\$ 1,404,566	\$ 1,425,329	\$ 3,687,737	\$ 24,028,519	\$ 1,546,472	\$ 45,163,206	\$ 117,965,960
Brea	\$ 745,000	\$ 1,378,500	\$ -	\$ -	\$ -	\$ 544,000	\$ 129,219	\$ 2,796,719	\$ 13,875,061
Buena Park	\$ 1,435,585	\$ 1,012,521	\$ -	\$ -	\$ 330,798	\$ 13,162,732	\$ -	\$ 15,941,636	\$ 21,502,617
Costa Mesa	\$ 993,141	\$ 5,650,763	\$ -	\$ 13,075,409	\$ 2,217,748	\$ -	\$ 908,002	\$ 22,845,063	\$ 46,012,807
County of Orange	\$ 7,565,324	\$ 5,254,822	\$ 5,603,385	\$ -	\$ 250,832	\$ 25,777	\$ 157,687	\$ 18,857,827	\$ 40,181,825
Cypress	\$ 719,639	\$ 186,321	\$ -	\$ -	\$ 1,031,777	\$ -	\$ 10,821	\$ 1,948,557	\$ 3,337,433
Dana Point	\$ 1,028,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,028,300	\$ 2,569,881
Fountain Valley	\$ 2,221,958	\$ 4,956,432	\$ 1,034,131	\$ 1,844,959	\$ 3,667,401	\$ -	\$ 100,000	\$ 13,824,880	\$ 17,249,818
Fullerton	\$ 741,639	\$ 232,709	\$ -	\$ 525,862	\$ 1,660,303	\$ -	\$ -	\$ 3,160,513	\$ 8,424,822
Garden Grove	\$ 1,565,145	\$ 4,913,959	\$ 1,846,447	\$ 125,487	\$ 976,234	\$ -	\$ 15,600	\$ 9,442,872	\$ 28,251,436
Huntington Beach	\$ 1,093,602	\$ 946,228	\$ 73,894	\$ -	\$ 526,696	\$ 5,256,942	\$ 111,058	\$ 8,008,420	\$ 13,593,157
Irvine	\$ 3,815,932	\$ 2,764,794	\$ 5,539,650	\$ 8,610,031	\$ 4,737,275	\$ -	\$ 872,330	\$ 26,340,011	\$ 54,397,915
La Habra	\$ 517,633	\$ 150,000	\$ -	\$ -	\$ 1,069,303	\$ 1,899,282	\$ 365,808	\$ 4,002,026	\$ 30,219,230
La Palma	\$ 161,048	\$ -	\$ -	\$ -	\$ 143,087	\$ -	\$ -	\$ 304,135	\$ 1,712,215
Laguna Beach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,141	\$ 207,141	\$ 641,041
Laguna Hills	\$ 585,342	\$ 2,149,720	\$ -	\$ -	\$ 1,192,660	\$ -	\$ -	\$ 3,927,721	\$ 6,233,439
Laguna Niguel	\$ 1,323,077	\$ 67,843	\$ -	\$ -	\$ 229,531	\$ -	\$ 84,160	\$ 1,704,611	\$ 9,841,636
Laguna Woods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 3,711,883
Lake Forest	\$ 48,500	\$ 216,000	\$ -	\$ -	\$ 509,781	\$ -	\$ 120,573	\$ 894,854	\$ 17,325,132
Los Alamitos	\$ 500,552	\$ 264,445	\$ -	\$ -	\$ 409,049	\$ 4,824,150	\$ -	\$ 5,998,196	\$ 7,030,745
Mission Viejo	\$ 2,842,442	\$ 1,224,969	\$ 1,215,400	\$ 409,482	\$ 1,051,361	\$ -	\$ 869,994	\$ 7,613,648	\$ 13,312,216
Newport Beach	\$ 1,009,150	\$ 2,101,106	\$ 7,803,988	\$ 3,832,406	\$ 820,771	\$ 8,000	\$ -	\$ 15,575,421	\$ 17,956,469
Orange	\$ 1,622,828	\$ 6,594,266	\$ 3,458,260	\$ 500,247	\$ 244,840	\$ -	\$ 469,472	\$ 12,889,913	\$ 28,373,290
Placentia	\$ 992,602	\$ 299,537	\$ -	\$ -	\$ 436,737	\$ -	\$ -	\$ 1,728,877	\$ 3,347,636
Rancho Santa Margarita	\$ 250,000	\$ -	\$ 665,898	\$ -	\$ 99,523	\$ -	\$ -	\$ 1,015,421	\$ 1,132,053
San Clemente	\$ 755,000	\$ -	\$ 2,088,968	\$ 2,507,000	\$ 21,600	\$ -	\$ -	\$ 5,372,568	\$ 6,284,062
San Juan Capistrano	\$ 950,771	\$ 30,000	\$ -	\$ -	\$ 167,065	\$ -	\$ 62,739	\$ 1,210,575	\$ 4,993,308
Santa Ana	\$ 6,911,672	\$ 4,029,695	\$ 12,332,140	\$ 2,735,482	\$ 2,886,153	\$ -	\$ 608,788	\$ 29,503,929	\$ 60,492,641
Seal Beach	\$ 1,949,551	\$ 711,962	\$ 1,830,000	\$ -	\$ 570,874	\$ -	\$ 103,200	\$ 5,165,588	\$ 7,386,588
Stanton	\$ 319,729	\$ -	\$ -	\$ -	\$ 330,896	\$ -	\$ -	\$ 650,625	\$ 11,077,091
Tustin	\$ 821,500	\$ -	\$ 697,600	\$ 257,600	\$ 331,587	\$ 12,442,661	\$ 400,000	\$ 14,950,948	\$ 38,749,861
Villa Park	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
Westminster	\$ 1,459,562	\$ 87,504	\$ -	\$ -	\$ 1,509,787	\$ -	\$ 129,942	\$ 3,186,795	\$ 8,364,927
Yorba Linda	\$ 2,152,254	\$ 582,913	\$ 2,968,618	\$ -	\$ 321,370	\$ 28,826,352	\$ -	\$ 34,851,507	\$ 36,156,176
				\$ -				\$ -	
<b>Total:</b>	<b>\$ 53,436,019</b>	<b>\$ 53,324,765</b>	<b>\$ 48,562,944</b>	<b>\$ 35,849,293</b>	<b>\$ 31,609,805</b>	<b>\$ 91,018,415</b>	<b>\$ 7,373,006</b>	<b>\$ 321,174,247</b>	<b>\$ 683,148,028</b>





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Sole Source Agreement with Orbital Sciences Corporation

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1232 between the Orange County Transportation Authority and Orbital Sciences Corporation, in an amount not to exceed \$106,589, for engineering costs and hardware to develop the interface between the Orbital Transportation Management Systems Orb/Guide/IVU3100 mobile data terminal and the M/A-COM M801 mobile radio.





**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Sole Source Agreement with Orbital Sciences Corporation

**Overview**

The Orange County Transportation Authority uses an integrated transportation communication system as the link between central communications and fixed route buses. The heart of the on-board system is a mobile data terminal. The current terminal has become obsolete; the available replacement terminal will require interface development to operate with the mobile radios in use on the directly operated fixed route service vehicles.

**Recommendation**

Authorize the Chief Executive Officer to execute Agreement No. C-7-1232 between the Orange County Transportation Authority and Orbital Sciences Corporation, in an amount not to exceed \$106,589, for engineering costs and hardware to develop the interface between the Orbital Transportation Management Systems Orb/Guide/IVU3100 mobile data terminal and the M/A-COM M801 mobile radio.

**Background**

The Orange County Transportation Authority's (Authority) integrated transportation communications system (ITCS), provides voice and data communications between central communications and the directly operated fixed route buses. The heart of the on-board system is the Orbital Transportation Management Systems (TMS), a division of Orbital Sciences Corporation (Orbital), smart mobile data terminal (SmartMDT). This unit facilitates all voice and data communications to and from the bus.

Recently, TMS announced that the SmartMDT is no longer available. TMS does produce a new unit to replace the SmartMDT. The replacement unit is called the OrbGuide/IVU3100.

---

Since the OrbGuide/IVU3100 has never been interfaced to the M/A-COM M801 radio utilized by the Authority, it is necessary to establish a contract with Orbital to engineer this interface.

***Discussion***

The ITCS system operates on a M/A-COM OpenSky (OpenSky) digital radio system. The mobile radio used by the bus is the M/A-COM M801 radio. This radio is used exclusively on OpenSky version one systems. The computer aided dispatch (CAD) system used by the ITCS is a TMS Smart Track system. The Authority is the only entity that combines an OpenSky radio system with TMS Smart Track CAD. This combination is essential for communicating with the fixed route fleet.

Currently, the Authority has 110 spare SmartMDTs. Our Maintenance Department sends out approximately 130 SmartMDTs for repair annually. As units sent out for repair require parts that are unavailable, these units are scrapped. As the spare pool diminishes, it will become increasingly difficult, and eventually impossible, to support the system on-board the buses. Additionally, without the ability to purchase additional SmartMDTs, maintenance will be unable to expand the radio system, should that be necessary.

Staff recommends a contract for engineering to develop the interface between the available replacement mobile data terminal and the radio utilized by the Authority. The contract would also provide for one complete set of hardware to upgrade the bus radio system simulator to test the interface prior to implementation. The contract cost of \$106,589 includes \$96,618 in non-recurring engineering costs, \$9,950 for hardware, \$771 in sales tax, and shipping costs estimated at \$250.00.

This procurement was handled in accordance with the Authority's sole source procurement procedures for professional and technical services. The requirement was handled as a non-competitive negotiated procurement due to the sole source proprietary nature of the services and hardware involved. Award is recommended to Orbital for its unique technical expertise on the required interface for TMS Orb/Guide/IVU 3100 mobile data terminal to the M/A-COM M801 mobile radio.

The Authority's Internal Audit Department has conducted a price review of Orbital's proposal. Citing a lack of adequate price support, Internal Audit was unable to form an opinion on the fairness and reasonableness of the price proposed by Orbital.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2007-08 Budget, Transit Division, Maintenance Department, Account 2185-7751-D1111-EQV, and is funded through the Local Transportation Fund.

**Summary**

Staff recommends award of Agreement No. C-7-1232 to Orbital Sciences Corporation, in an amount not to exceed \$106,589, for engineering costs and hardware to interface the TMS IVU/3100 mobile data terminal to the M/A-COM M801 mobile radio.

**Attachment**

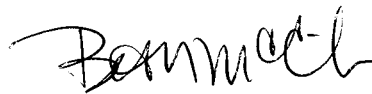
None.

**Prepared by:**



Dayle Withers  
Section Manager,  
Maintenance Support Services  
(714) 668-4504

**Approved by:**



Beth McCormick  
General Manager, Transit  
(714) 560-5964





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Sole Source Agreement to Purchase Farebox Bill Validators

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Purchase Order No. A-06815 between the Orange County Transportation Authority and GFI Genfare, in an amount not to exceed \$332,560, for procurement of 800 new BV8 model bill validators.



**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Sole Source Agreement to Purchase Farebox Bill Validators

**Overview**

The Orange County Transportation Authority uses an integrated fare collection system to collect, document, and process coin, cash, and pass data. The bill validator is the farebox component responsible for accepting cash and validating its denomination and authenticity. The United States Treasury is releasing a newly designed five dollar bill on March 13, 2008. Our current bill validators are not capable of accepting the new bill and are at the end of their support life. This contract is for the purchase of new model bill validators.

**Recommendation**

Authorize the Chief Executive Officer to execute Purchase Order No. A-06815 between the Orange County Transportation Authority and GFI Genfare, in an amount not to exceed \$332,560, for procurement of 800 new BV8 model bill validators.

**Background**

The Orange County Transportation Authority (Authority) uses an integrated fare collection system to collect, document, and process coin, cash, and pass data. The system is manufactured by GFI Genfare and was procured in 2000. The heart of the on-board system is the Odyssey farebox which is capable of accepting and validating fare media. The bill validator is the farebox component responsible for accepting cash and validating its denomination and authenticity. The United States Treasury is releasing a newly designed five dollar bill on March 13, 2008. The current bill validators are not capable of accepting the new bill. Though it could be re-programmed to accommodate the new five dollar bill, the internal circuit boards are no longer in production, and the units will become impossible to repair. GFI Genfare has a new model bill validator available that has increased processing speed, provides simpler future re-programmability, and comes with a one-year warranty.

The farebox bill validators will be installed by the Authority's electronic technicians within approximately two weeks of delivery of the units. If the installation is not completed by March 13, 2008, and a passenger pays fare with a new five dollar bill, the coach operator will be able to override the fare box to accept it. On a weekly basis, approximately 4,500 five dollar bills are collected usually to pay for multiple day passes. Labor costs associated with the installation are approximately \$7,500.

***Discussion***

The Authority received an unsolicited proposal from GFI Genfare, the manufacturer of the fare collection system used on all Authority fixed route vehicles, offering customers an alternative to their existing bill validator's option for being re-programmed. This offer was introduced to coincide with the up-coming introduction of a new five dollar bill. This proposal was based on a refund-to-exchange the current in-use validator with an upgraded version, promoting ease of future programmability. This original offer has since expired, however the Authority has been granted an extension, which expires on April 12, 2008. The GFI farebox and bill validator are proprietary to our GFI farebox system.

The Authority's Contracts Administration and Materials Management Department has negotiated the pricing extension, terms of purchase, and delivery with GFI Genfare within the guidelines of processing an unsolicited proposal and a sole source procurement.

The Authority's Internal Audit Department has conducted a price review, finding the price to be fair and reasonable.

***Fiscal Impact***

The purchase described in Purchase Order A-06815 was approved in the Authority's Fiscal Year 2007-08 Budget, Transit Division/Maintenance Department, Account 2114-9024-D2116-FM5, and is funded through a fare collection system improvement grant, CA-03-0754 (Section 5309 Discretionary Capital Grant).

***Summary***

Staff recommends award of Purchase Order No. A-06815 to GFI Genfare, in an amount not to exceed \$332,560, for the purchase of 800 BV8 bill validators.

**Attachment**

- A. Internal Audit Department Interoffice Memo Regarding Requisition No. 3948 – Purchase of Farebox Bill Validators, Price Review No. PRO8-015

**Prepared by:**



Dayle Withers  
Section Manager,  
Maintenance Support Services  
(714) 668-4504

**Approved by:**



Beth McCormick  
General Manager, Transit  
(714) 560-5964





INTEROFFICE MEMO

February 14, 2008

To: Virginia Abadessa, Director  
Contracts Administration and Materials Management

From: Ricco Bonelli, Senior Internal Auditor **RTB**  
Internal Audit Department

Subject: **Requisition No. 3948 - Purchase of Farebox Bill Validators,  
Price Review No. PR08-015**

***Conclusion***

In Internal Audit's opinion, the pricing proposed by GFI Genfare to provide the Orange County Transportation Authority with 800 BV8 bill validators appears fair and reasonable.

***Background***

The Orange County Transportation Authority (OCTA) received an unsolicited proposal from GFI Genfare (GFI), the manufacturer of OCTA's fare collection system. This offer is being introduced to coincide with the up coming United States Treasury release of the newly designed \$5 bill on March 13, 2008. This proposal is based on a refund to exchange the current in-use bill validator with an upgraded version. The bill validator is the farebox component responsible for accepting cash and validating its denomination and authenticity. The current bill validators are not currently capable of accepting the new \$5 bill.

***Purpose and Scope***

The Internal Audit Department conducts reviews of sole source procurements that exceed \$50,000 at the request of Contracts Administration and Materials Management Department (CAMM). CAMM has requested that Internal Audit review the price proposed by GFI to determine if it is fair and reasonable.

***Discussion***

Internal Audit reviewed the GFI price quote submitted to OCTA. The proposed price of \$380 per bill validator is \$100 less than GFI's stated and advertised price of \$480. Internal Audit also compared the proposed price from GFI to the price recently agreed to by the Maryland Transit Administration and found no price difference.

***Summary***

Based on the work cited above, the prices proposed by GFI for the 800 BV8 bill validators and related ground freight charges appear fair and reasonable.

c: MyLinh Nguyen  
Kathleen Murphy-Perez  
Tom Meng  
Dennis Elefante  
Kathleen O'Connell





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Agreement for the Purchase of 140 Gasoline Cutaway Buses

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-6-0550, between the Orange County Transportation Authority and Creative Bus Sales, Inc., in an amount of \$12,157,136, to purchase 140 additional gasoline-powered cutaway buses, for a total contract value of \$17,143,986.



**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for the Purchase of 140 Gasoline Cutaway Buses

### **Overview**

The existing agreement with Creative Bus Sales, Inc., for the purchase of gasoline-powered cutaway buses, included a base order of 58, with options for up to 140 additional buses, bringing the total order to 198 vehicles. These vehicles will be used to provide ACCESS service. To accommodate the replacement of aging vehicles for ACCESS service, these vehicles replace existing diesel-powered cutaway buses.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-6-0550, between the Orange County Transportation Authority and Creative Bus Sales, Inc., in an amount of \$12,157,136, to purchase 140 additional gasoline-powered cutaway buses, for a total contract value of \$17,143,986.

### **Background**

The Orange County Transportation Authority's (Authority) fleet plan adopted by the Board of Directors (Board) as part of the Comprehensive Business Plan (CBP) on January 28, 2008, supports the purchase of an additional 140 replacement cutaway buses. Cutaway buses are the small vehicles used for the ACCESS program. The following matches up the total purchase of 198 with the use identified in the fleet plan:

- 20 replacements of 2001 model year diesel buses
- 39 replacements of 2002 model year series diesel buses
- 96 replacements of 2004 model year diesel buses
- 43 replacements out of 66 diesel buses of 2003 model year

The remaining 23 of the 66 2003 model year buses with lower mileage will be replaced through a new procurement to be initiated in fiscal year 2008-09. Should an expansion of the fleet be required to accommodate growth in the ACCESS program, vehicles will be pulled from the contingency fleet, consisting of 20 previously retired ACCESS vehicles.

To comply with regional air quality regulations, vehicles purchased for paratransit services may not be diesel-powered. At this time, the Authority has selected gasoline, an approved alternative fuel for paratransit service vehicles, to replace the diesel vehicles in the ACCESS fleet when the vehicles are retired.

In accordance with the Federal Transit Administration (FTA) guidelines for replacement of cutaway vehicles, the fleet plan assumes replacement of these vehicles at five years or 150,000 miles. All of the vehicles above have already met that criteria or will by the time the new vehicles arrive in late 2008.

### ***Discussion***

This procurement was approved by the Board of Directors on June 29, 2007, and was handled in accordance with the Authority's procedures for fixed assets. The original agreement was awarded on a competitive basis.

To replace ACCESS revenue vehicles with more than 150,000 miles, staff recommends approval of Amendment No. 2 to Agreement No. C-6-0550, for 140 gasoline-powered cutaway buses in an amount of \$12,157,136, bringing the total contract value to \$17,143,986.

The base order of 58 gasoline-powered cutaway buses is currently in production. The first article has been delivered and approved, and the production buses are starting to arrive. The buses are manufactured by El Dorado in Salina, Kansas. The production of the additional 140 buses will follow the base order and be produced and delivered at a rate of 10 per week; the anticipated start of that production is June 2008.

The firm fixed pricing was established at the time of the original procurement.

### **Fiscal Impact**

The purchase of additional 140 cutaway buses was approved in the Authority's Fiscal Year 2007-08 Budget, Transit Division/Maintenance Department, accounts 2214-9024-D2116-D23 and 2114-9024-D2116-FM5, and is funded through fiscal year 2008 and 2009 grants.

**Summary**

Staff recommends approval of Amendment No. 2 to Agreement No. C-6-0550 with Creative Bus Sales, Inc., in the amount of \$12,157,136 for the purchase of an additional 140 cutaway buses for the ACCESS program, bringing the total value of the contract to \$17,143,986.

**Attachments**

- A. Creative Bus Sales, Inc. Agreement No. C-6-0550 Fact Sheet
- B. Pricing Itemization Amendment No. 2 to Agreement No. C-6-0550

**Prepared by:**

*Connie Raya for*  
Dennis Elefante *Dennis Elefante*  
Section Manager  
Maintenance Support Services  
(714) 668-4503

**Approved by:**

*Beth McCormick*  
Beth McCormick  
General Manager, Transit  
(714) 560-5964

## ATTACHMENT A

### **Creative Bus Sales, Inc. Agreement No. C-6-0550 Fact Sheet**

1. June 29, 2007, Agreement No. C-6-0550, \$4,897,631, approved by the Board of Directors.
  - Agreement to purchase 58 paratransit gasoline cutaway buses, with ability to exercise options for an additional 140 units anticipated in 2008, and 2009.
2. January 30, 2008, Amendment No. 1 to Agreement No. C-6-0550, \$89,218.89, approved by the manager of contracts and procurement, bringing the total contract value to \$4,986,849.
  - Amend the scope of work by changing the wheelchair equipment to a superior model, upgrading the video surveillance system, decreasing the quantity of manuals from 10 sets to 3 sets, deleting ceiling mounted light fixture above the fare box location, and adding cellular antenna components.
3. March 10, 2008, Amendment No. 2 to Agreement No. C-6-0550, \$12,157,136, pending Board approval
  - Exercise option one for 90 buses in the amount of \$7,830,264.
  - Exercise option two for 50 buses in the amount of \$4,326,871.
  - Note; Amendment No. 2 also deletes some unneeded spare components

Total revised maximum obligation, pending Board approval, for Agreement No. C-6-0550 with Creative Bus Sales, Inc.: \$17,143,986.



**Pricing Itemization  
AMENDMENT No. 2 to  
AGREEMENT NO. C-6-0550**

**ATTACHMENT B**

<b>DELIVERY YEAR 2008 - PARATRANSIT VEHICLES – OPTION 1</b>				
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Paratransit Vehicle	140	\$60,697.00	\$8,497,580.00
	Tax		\$4,704.02	\$658,562.45
	<b>Subtotal</b>		<b>\$65,401.02</b>	<b>\$9,156,142.45</b>
2	Delivery Charge	140	\$100.00	\$14,000.00
3	Manuals, units sets	3	\$250.00	\$750.00
	Tax		\$19.38	\$58.13
	<b>Subtotal</b>		<b>\$269.38</b>	<b>\$808.13</b>
4	Handicap Equipment	140	\$7,350.00	\$1,029,000.00
5	Training, Units Hours	90	\$50.00	\$4,500.00
	<b>Vehicle Subtotal</b>			<b>\$10,204,450.58</b>
<b><u>OPTIONS</u></b>				
6	Option 1 – 500 MHz Radio (007)	140	\$955.00	\$133,700.00
	Tax		\$74.01	\$10,361.75
	<b>Subtotal</b>		<b>\$1,029.01</b>	<b>\$144,061.75</b>
7	Option 4 – Prewire only for Mobile Data Terminal	140	\$750.00	\$105,000.00
	Tax		\$58.13	\$8,137.50
	<b>Subtotal</b>		<b>\$808.13</b>	<b>\$113,137.50</b>
8	Video Surveillance	140	\$10,291.00	\$1,440,740.00
	Tax		\$797.55	\$111,657.35
	<b>Subtotal</b>		<b>\$11,088.55</b>	<b>\$1,552,397.35</b>
9	Obstacle Detection (010)	140	\$650.00	\$91,000.00
	Tax		\$50.38	\$7,052.50
	<b>Subtotal</b>		<b>\$700.38</b>	<b>\$98,052.50</b>
10	Delete ceiling mounted light fixture above the farebox location	140	(\$40.00)	(\$5,600.00)
	Tax		(\$3.10)	(\$434.00)
	<b>Sub-Total</b>		<b>(\$43.10)</b>	<b>(\$6,034.00)</b>
11	Cellular Antenna Components	140	\$96.00	\$13,440.00
	Tax		\$7.44	\$1,041.60
	<b>Subtotal</b>		<b>\$103.44</b>	<b>\$14,481.60</b>
	<b>Options Subtotal</b>			<b>\$1,916,096.70</b>
<b><u>SPARE EQUIPMENT</u></b>				
12	Transmission Assembly	4	\$4,957.95	\$19,831.80
	Tax		\$384.24	\$1,536.96
	<b>Subtotal</b>		<b>\$5,342.19</b>	<b>\$21,368.76</b>
13	Differential Assembly	0	\$5,122.61	\$0.00
	Tax		\$397.00	\$0.00
	<b>Subtotal</b>		<b>\$5,519.61</b>	<b>\$0.00</b>
14	Retarder Assembly	0	\$5,340.00	\$0.00
	Tax		\$413.85	\$0.00
	<b>Subtotal</b>		<b>\$5,753.85</b>	<b>\$0.00</b>
15	Engine Assembly	2	\$7,062.58	\$14,125.16
	Tax		\$547.35	\$1,094.70
	<b>Subtotal</b>		<b>\$7,609.93</b>	<b>\$15,219.86</b>
	<b>Spare Equipment Subtotal</b>			<b>\$36,588.62</b>
<b>Total Firm Fixed Price for Delivery Year 2008, 140 Paratransit Vehicles Option 1</b>				<b>\$12,157,135.90</b>





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Amendment to Agreement for Heating, Ventilation, Air Conditioning Repairs and Maintenance Services

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-3001 between the Orange County Transportation Authority and ACM Systems, Inc., to exercise the second option term in an amount not to exceed \$200,000, for heating, ventilation, air conditioning repairs and maintenance services for a total contract value of \$572,500.



**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Heating, Ventilation, Air Conditioning Repairs and Maintenance Services

### **Overview**

On April 24, 2006, the Board of Directors approved an agreement with ACM Systems, Inc., in the amount of \$150,000, to provide heating, ventilation, air conditioning repairs and maintenance services for facility maintenance for a one-year period with four option years. It is time to consider exercising the second option.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-3001 between the Orange County Transportation Authority and ACM Systems, Inc., to exercise the second option term in an amount not to exceed \$200,000, for heating, ventilation, air conditioning repairs and maintenance services for a total contract value of \$572,500.

### **Background**

The Orange County Transportation Authority (Authority) requires the services of a licensed heating, ventilation, and air conditioning (HVAC) contractor to perform comprehensive full service maintenance for the Authority's HVAC systems. The repair of HVAC equipment is highly specialized and normally accomplished by journeyman-level technicians. Under the full service maintenance agreement, the contractor provides all parts, labor, material, and equipment to perform scheduled and emergency maintenance services.

Agreement No. C-5-3001 was established to provide HVAC repair and maintenance services for the Authority's bases and transit terminals. The current agreement expires on April 30, 2008. ACM Systems, Inc., has provided HVAC repairs and maintenance services to the Authority for two years with good results.

***Discussion***

This procurement was originally handled in accordance with the Authority's procedures for professional and technical services. The original agreement was approved by the Board of Directors on April 24, 2006, and was procured on a competitive basis. It has become necessary to amend the agreement to exercise the second option term.

The agreement was for a one-year initial term at \$150,000, plus four one-year options. This agreement has been amended previously (Attachment A). The total contract amount after approval of Amendment No. 3 will be \$572,500.

**Fiscal Impact**

The work described in Amendment No. 3 to Agreement No. C-5-3001 was approved in the Authority's Fiscal Year 2007-08 Budget, Transit Division, Maintenance Department, Account 2166-7612, and is funded through the Local Transportation Fund.

***Summary***

Staff recommends approval of Amendment No. 3, in the amount of \$200,000, to Agreement No. C-5-3001 with ACM Systems, Inc., to exercise the second option term.

***Attachment***

- A. ACM Systems, Inc., Agreement No. C-5-3001 Fact Sheet

**Prepared by:**



Ryan Erickson  
Section Manager, Facilities Maintenance  
714-560-5897

**Approved by:**



Beth McCormick  
General Manager, Transit  
714-560-5964

## ATTACHMENT A

### **ACM Systems, Inc. Agreement No. C-5-3001 Fact Sheet**

1. April 24, 2006, Agreement No. C-5-3001, \$150,000, approved by Board of Directors.
  - Heating, ventilation, air conditioning repairs, and maintenance services.
2. January 4, 2007, Amendment No. 1 to Agreement No. C-5-3001, \$22,500, approved by Contracts Administration and Materials Management Department.
  - Add additional money for one-time task for repairs at Irvine Sand Canyon Base.
3. February 26, 2007, Amendment No. 2 to Agreement No. C-5-3001, \$200,000, approved by Board of Directors, bringing the total commitment to \$372,500.
  - Exercise the first option term.
  - Add Irvine Construction Circle location to scope of work.
4. March 10, 2008, Amendment No. 3 to Agreement No. C-5-3001, \$200,000, pending approval by Board of Directors.
  - Exercise the second option term.

Total committed to ACM Systems, Inc., Agreement No. C-5-3001: \$572,500





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Amendment to Agreement for Parking Lot Sweeping Services

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-4-1103 between the Orange County Transportation Authority and Webco Sweeping, to exercise the third option term in an amount not to exceed \$57,000, for parking lot sweeping services, for a total contract value of \$217,700.





**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Parking Lot Sweeping Services

**Overview**

On April 11, 2005, the Board of Directors approved an agreement with Webco Sweeping, in the amount of \$50,000, to provide parking lot sweeping services for facility maintenance for a one-year period with four option years. It is time to consider exercising the third option.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-4-1103 between the Orange County Transportation Authority and Webco Sweeping, to exercise the third option term in an amount not to exceed \$57,000, for parking lot sweeping services, for a total contract value of \$217,700.

**Background**

The Orange County Transportation Authority (Authority) owns 90 acres of property throughout Orange County. These facilities require parking lot sweeping services on a biweekly basis. The Authority requires the vendor to furnish a qualified labor force sufficient to complete all specified requirements in the prescribed time and to furnish all materials and equipment to perform these services.

Agreement No. C-4-1103 provides parking lot sweeping services for the Authority's bases, transportation centers, and park-and-ride facilities. The second option year expires on April 30, 2008. Webco Sweeping has provided parking lot sweeping services for the past five years with satisfactory results. Currently, Webco Sweeping dedicates two employees, two sweeping trucks, and one spare sweeping truck to perform these services.

***Discussion***

This procurement was originally handled in accordance with the Authority's procedures for professional and technical services. The original agreement was approved by the Board of Directors on April 11, 2005, and was procured on a competitive basis. It has become necessary to amend the agreement to exercise the third option term.

The agreement was for a one-year initial term at \$50,000, plus four one-year options. This agreement has been amended previously (Attachment A). The total contract amount after approval of Amendment No. 4 will be \$217,700.

**Fiscal Impact**

The work described in Amendment No. 4 to Agreement No. C-4-1103 was approved in the Authority's Fiscal Year 2007-08 Budget, Transit Division, Maintenance Department, Account 2166-7611, and is funded through the Local Transportation Fund.

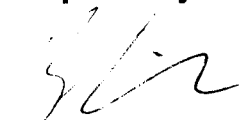
***Summary***

Staff recommends approval of Amendment No. 4, in the amount of \$57,000, to Agreement No. C-4-1103 with Webco Sweeping, to exercise the third option term.

***Attachment***

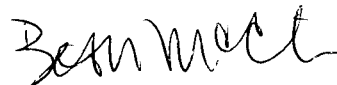
- A. Webco Sweeping Agreement No. C-4-1103 Fact Sheet

**Prepared by:**



Ryan Erickson  
Section Manager, Facilities Maintenance  
(714) 560-5897

**Approved by:**



Beth McCormick  
General Manager, Transit  
(714)-560-5964

## ATTACHMENT A

### **Webco Sweeping Agreement No. C-4-1103 Fact Sheet**

1. April 11, 2005, Agreement No. C-4-1103, \$50,000, approved by Board of Directors.
  - Parking lot sweeping services.
2. March 6, 2006, Amendment No. 1 to Agreement No. C-4-1103, \$50,000, approved by Contracts Administration and Materials Management Department, bringing the total commitment to \$100,000.
  - Exercise the first option term.
3. October 10, 2006 Amendment No. 2 to Agreement No. C-4-1103, \$3,700, approved by Contracts Administration and Materials Management Department, bringing the total commitment to \$103,700.
  - Add additional task to scope of work to add the Irvine II location.
4. March 26, 2007, Amendment No. 3 to Agreement No. C-4-1103, \$57,000, approved by Board of Directors, bringing the total commitment to \$160,700.
  - Exercise the second option term.
5. March 10, 2008, Amendment No. 4 to Agreement No. C-4-1103, \$57,000, pending approval by Board of Directors.
  - Exercise the third option term.

Total committed to Webco Sweeping, Agreement No. C-4-1103: \$217,700





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Amendment to Agreement for Landscaping Services

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-0061 between the Orange County Transportation Authority and RGS Services, Inc., to exercise the first option term, in an amount not to exceed \$106,000, for landscaping services for a total contract value of \$197,620.



**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Landscaping Services

**Overview**

On May 14, 2007, the Board of Directors approved an agreement with RGS Services, Inc., in the amount of \$91,620, to provide landscaping services for one-year with four option years. It is time to consider exercising the first option.

**Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-7-0061 between the Orange County Transportation Authority and RGS Services, Inc., to exercise the first option term, in an amount not to exceed \$106,000, for landscaping services for a total contract value of \$197,620.

**Background**

The Orange County Transportation Authority (Authority) requires landscape and irrigation maintenance services for its facilities on a weekly basis. Professional landscaping services include, but are not limited to, mowing, trimming, pruning, watering, fertilizing, weed control, cultivation, pest control, and cleanup. Irrigation services include the maintenance of the watering systems, adjustments, and minor repairs.

Agreement No. C-7-0061 was established to provide ongoing landscaping services for the Authority's bases, transportation centers, and park-and-ride facilities. The current agreement expires on April 30, 2008. RGS Services, Inc., has provided landscaping services to the Authority for one year with good results.

***Discussion***

This procurement was originally handled in accordance with the Authority's procedures for professional and technical services. The original agreement was awarded on a competitive basis. Staff would like to amend the agreement to exercise the first option term.

The agreement approved by the Board of Directors on May 14, 2007, was for a one-year initial term at \$91,620, plus four one-year options. Amendment No. 1, in the amount of \$106,000 for the first option term, will increase the total agreement amount to \$197,620 (Attachment A). The increased cost is due to a 5 percent increase in fixed price services, 5 percent to cover extra expenses in the current contract term (damaged sprinkler heads, damaged plants), and 5 percent contingency for similar repairs during the first option term.

**Fiscal Impact**

The additional work described in Amendment No. 1 to Agreement No. C-7-0061 was approved in the Authority's Fiscal Year 2007-08 Budget, Transit Division, Maintenance Department, Account 2166-7611, and is funded through the Local Transportation Fund.

***Summary***

Staff recommends approval of Amendment No. 1, in the amount of \$106,000, to Agreement No. C-7-0061 with RGS Services, Inc.

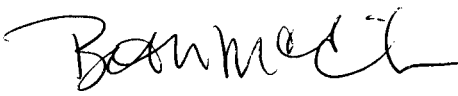
***Attachment***

- A. RGS Services, Inc. Agreement No. C-7-0061 Fact Sheet

**Prepared by:**

  
Ryan Erickson  
Manager, Facilities Maintenance  
714-560-5897

**Approved by:**

  
Beth McCormick  
General Manager, Transit  
714-560-5964

**ATTACHMENT A**

**RGS Services, Inc.  
Agreement No. C-7-0061 Fact Sheet**

1. May 14, 2007, Agreement No. C-7-0061, \$91,620, approved by Board of Directors.
  - Landscaping services
2. March 10, 2008, Amendment No. 1 to Agreement No. C-7-0061, \$106,000, pending approval by Board of Directors.
  - Exercise first option year for landscaping services
  - The increased cost is due to a 5 percent increase in fixed price services, 5 percent to cover extra expenses in the current contract term (damaged sprinkler heads, damaged plants), and 5 percent contingency for similar repairs during the first option term.

Total committed to RGS Services, Inc., Agreement No. C-7-0061: \$197,620







BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Customer Relations Report for Second Quarter Fiscal Year 2007-08

Transit Committee Meeting of February 28, 2008

**Present:** Directors Brown, Buffa, Dixon, Nguyen, Pulido, and Winterbottom  
**Absent:** Director Green

**Committee Vote**

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

**Committee Recommendation**

Receive and file as an information item.



**February 28, 2008**

**To:** Transit Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Customer Relations Report for Second Quarter Fiscal Year 2007-08

**Overview**

The Customer Relations report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the prior period of October through December 2007, as well as a review of the performance of Alta Resources, contracted provider of the Customer Information Center.

**Recommendation**

Receive and file as an information item.

**Background**

The Customer Relations Department is responsible for identifying and resolving service issues through the use of proactive and responsive methods. Customer Relations disseminates information about the Orange County Transportation Authority (OCTA) services and policies and serves as a channel through which customers' opinions about those services and policies are transmitted to OCTA.

**Discussion**

Responsibilities within the Customer Relations Department are varied. As its primary function, Customer Relations takes written, verbal, and e-mailed comments and complaints and facilitates OCTA responses. Staff interacts closely with numerous departments to obtain resolution to customers' concerns. Customer Relations participates in monthly meetings with members of OCTA's Transit Division, as well as with the contractor responsible for providing ACCESS service and contracted fixed route service, to ensure customer concerns are heard and problems are resolved. Staff also interacts closely with the bus Service Planning and Customer Advocacy staff to ensure there is a forum to listen to the needs of riders.

The department also oversees the Customer Information Center (CIC) which provides trip routing information to bus riders; the issuance of Reduced Fare Identification (RFID) cards to seniors and persons with disabilities; and the sale of bus passes and ACCESS coupons to the public via mail, phone, and online. Customer Relations is also responsible for coordinating responses to customer service calls about the 91 Express Lanes; administration of the OCTA Store; production of Riders' Alerts to notify customers of changes to bus routes and schedules; and oversight of the Special Needs in Transit Advisory Committee. Below are highlights of Customer Relations activities during the period of October 1 through December 31, 2007.

Customer Communications

Customer Relations receives and processes communications from customers on a variety of topics including local bus service, intracounty and intercounty express routes, rail feeder routes, and ACCESS service. Listed below is a breakdown of the communications that Customer Relations received during the quarter.

Total Communications

Fiscal Year 2007-08	Phone Calls	E-mails	Letters	Totals
1 <sup>st</sup> Quarter (July - September)	13,790	1,012	95	14,897
2 <sup>nd</sup> Quarter (October - December)	9,896	580	64	10,540

ACCESS Service

Veolia Transportation, Inc. (Veolia) operates ACCESS service. During this quarter, there were 316,038 ACCESS boardings compared to 339,020 in the previous quarter. Veolia staff continues to implement its strategic plan for corrective action which has led to an improvement in service delivery and reduction in the number of ACCESS complaints received. The number of ACCESS boardings for this quarter is estimated as the actual boarding figures have not yet been submitted by Veolia.

The complaint standard for ACCESS service is no more than one complaint for every one thousand boardings. There were 2.18 complaints per one thousand boardings in the second quarter of fiscal year 2008, as compared to the first quarter, which had 2.28 complaints per one thousand boardings. In the second quarter of the last fiscal year, there were 4.55 complaints per one thousand boardings.

**Continuing Key Issues for ACCESS**

**1. Vehicles Not Arriving**

From October 1, 2007 to December 31, 2007, there were 144 complaints about ACCESS vehicles not arriving to pick up passengers, versus 153 in the previous quarter. This is a 6 percent decrease in complaints about ACCESS vehicles not arriving.

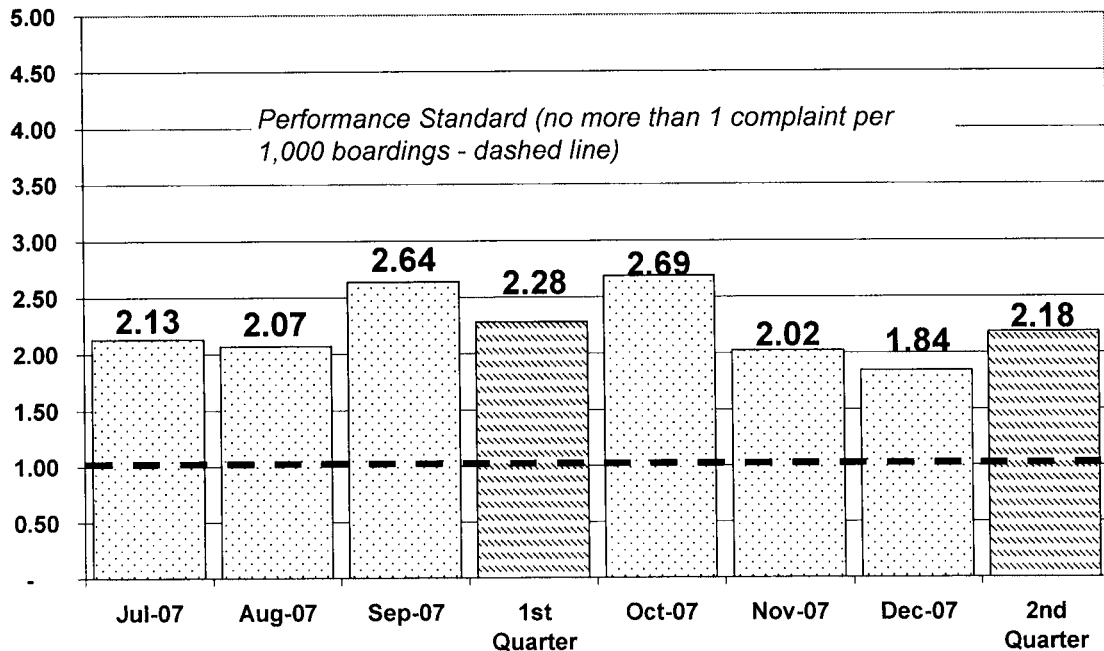
**2. Vehicles Running Behind Schedule**

Customer Relations received 114 complaints from riders about ACCESS drivers running behind schedule, compared to the 154 complaints reported in the previous quarter. This is a 26 percent decrease in complaints about ACCESS vehicles running behind schedule.

**3. Driver Judgment (any questionable decision, action, or omission on the part of the ACCESS driver)**

A total of 118 complaints were received from riders about the judgment displayed by contracted ACCESS drivers, compared to 147 received last quarter. This represents a 20 percent decrease.

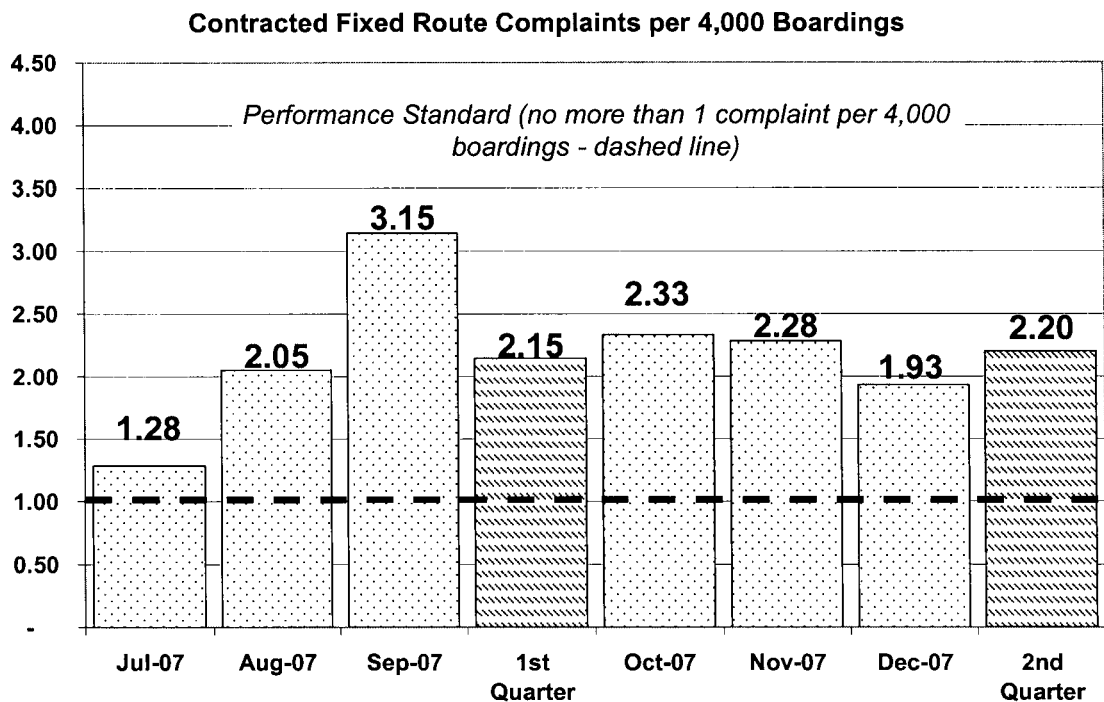
**ACCESS Complaints per 1,000 Boardings**



**Contracted Fixed Route Service**

In addition to ACCESS service, Veolia operates contracted fixed route service, which includes OCTA's community fixed routes, all StationLink routes, and the OC Express routes 757, 758, and 794. During this quarter, there were 296,296 boardings.

The contractual complaint standard for contracted fixed route is no more than one complaint per four thousand boardings. Veolia finished the quarter at 2.20 complaints per four thousand boardings. There were 2.15 complaints per four thousand boardings in the previous quarter.



Continuing key issues for contracted fixed route:

1. Vehicles Running Behind Schedule

From October 1, 2007 to December 31, 2007, Customer Relations received 33 complaints about contracted drivers running late, versus 27 in the previous quarter representing a 22 percent increase.

2. Vehicles Not Arriving

There were 23 complaints from riders about contracted vehicles not arriving to pick them up, compared to the 29 complaints reported in the previous quarter. This represents a 21 percent decrease.

3. Driver Judgment (any questionable decision, action, or omission on the part of the contracted service driver)

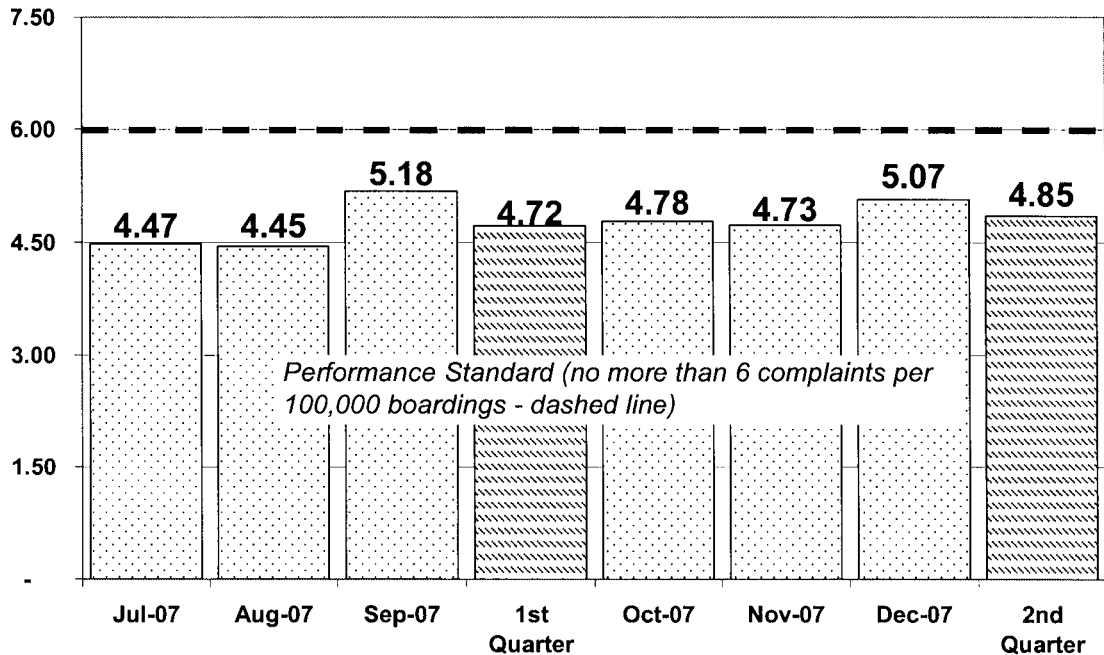
Examples of judgment complaints include, but are not limited to, loading/unloading customers under unsafe conditions, conducting personal business while in service, failure to call medical or security assistance when warranted by circumstances, etc. A total of 20 complaints were received from riders about the judgment displayed by contracted drivers, compared to 16 received last quarter which is a 25 percent increase.

Fixed Route Bus Operations

During this quarter, there were 16,939,179 fixed route boardings. Based on the customer communications received, there were 4.85 complaints per 100,000 boardings, which is within the Transit Division's goal of no more than six complaints per 100,000 boardings.

The concern most often expressed by customers of OCTA's fixed route service during the second quarter was being passed by while waiting for a bus with an average of 68 monthly pass-by complaints received during the quarter. There were 205 compliments for the quarter compared to 176 for the previous quarter, representing a 16 percent increase in coach operator compliments.

**Directly Operated Fixed Route Complaints per 100,000 Boardings**



**Feedback for Fixed Route Bus Service**

**1. Pass-bys**

A total of 204 complaints were received from passengers who reported being passed by OCTA buses, compared to 164 complaints received last quarter. This is a 24 percent increase in the number of complaints about pass-bys.

**2. Driver Judgment (any questionable decision, action, or omission on the part of a coach operator)**

There were 146 complaints received about the judgment displayed by OCTA coach operators. This is 28 more than the 118 complaints received last quarter and a 24 percent increase in the number of complaints about driver judgment.

**3. Driving Techniques**

There were 91 complaints about the driving techniques displayed by coach operators, compared to 93 complaints received in the previous quarter. This is a 2 percent decrease in the number of complaints about driving techniques.

**Customer Information Center**

The CIC is operated by Alta Resources. Alta Resources handled 174,047 calls for the quarter compared to 206,691 in the first quarter. The average monthly call volume for this quarter was 58,016 versus 68,897 last quarter and 56,208 calls per month for fiscal year 2006-07.

During the second quarter of the fiscal year, a total of seven complaints and 24 compliments were received about Alta Resources compared to 14 complaints and 17 compliments during the first quarter.

**Fiscal Year 2007-2008**

<b>Month</b>	<b>Calls Handled</b>	<b>Compliments</b>	<b>Complaints</b>
<b>July*</b>	85,673	4	3
<b>August</b>	62,601	8	5
<b>September</b>	58,417	5	6
<b>October</b>	59,331	10	4
<b>November</b>	56,587	10	3
<b>December</b>	58,129	4	0



---

\*The increased call volume in July occurred as a result of the coach operator work stoppage.

Customer Relations Activities

- Customer Relations Training

During the quarter, Customer Relations participated in a two-day training class on strategic counter terrorism held at the Garden Grove Annex. The goal of the program was to teach transit security and agency management personnel to develop and implement comprehensive strategic plans to protect customers, employees, and properties by effectively preventing and responding to terrorist threats.

- Americans with Disabilities Act (ADA) Paratransit Roundtable

Customer Relations staff joined staff from Community Transportation Services in attending the ADA Paratransit Roundtable in Los Angeles sponsored by CalACT and hosted by Access Services, Inc. The roundtable detailed recent ADA and paratransit developments as well as other issues pertinent to the delivery of paratransit service.

- California Transit Association (CTA) 42<sup>nd</sup> Annual Fall Conference & Expo

Customer Relations joined other members of the External Affairs Division in staffing and facilitating sessions at the conference held this past November at the Anaheim Convention Center. More than 600 members of the California transportation industry attended the event.

- Riders' Alerts

Customer Relations issued 68 Riders' Alerts this quarter, compared to 48 during the first quarter. Riders' Alerts inform bus riders about schedule adjustments and/or detours throughout the County.

- 91 Express Lanes

The OCTA Store established 108 new accounts for the 91 Express Lanes, compared to 157 in the previous quarter. Also during the quarter, Customer Relations processed 33 comments from customers concerning their 91 Express Lanes accounts or from non-account holders expressing concern about receiving a violation, compared to 41 comments in the previous quarter.

- **OCTA Store**

The OCTA Store had total sales of \$268,522 during the quarter compared to \$236,382 in the previous quarter. These sales figures include the sale of passes, merchandise, and Employee Recreation Association (ERA) tickets.

- **Pass Sales**

There was a total of \$425,885 in passes sold within the Pass Sales Section, compared to \$386,345 sold in the previous quarter. The regular pre-paid day passes generate the largest number of sales for fixed route. The ACCESS fare coupon books generate the most sales dollars.

- **Coach Operator Training**

Customer Relations conducted three Student Coach Operator Training (SCOT) sessions and three Customer Relations Training (CRT) sessions. The purpose of these classes is to improve and enhance the customer service that is provided to passengers by coach operators.

- **Customer Service Challenge**

Customer Relations staff judged the performance of coach operators in a series of skits testing their customer service skills held at each of the bus bases. A final contest between the winners from each base was held at the administrative offices. The winner was presented with a trophy at the annual bus rodeo.

- **Special Needs in Transit Advisory Committee**

Customer Relations staff completed the recruitment process for the 2008 Committee. The OCTA Board of Directors approved the reappointment of seven current members and the appointments of five new members. During this quarter, the Board of Directors was also presented with information about the Committee's accomplishments for 2007.

On behalf of the committee, Chair Mallory Vega presented four drivers with the committee's Exceptional Service Award for outstanding service to ACCESS passengers. Three of these drivers were Veolia ACCESS drivers and one was a taxi driver from Yellow Cab who performs ACCESS service.

---

***Summary***

During the quarter, Customer Relations continued to address customer service issues. Customer comments for OCTA-operated fixed route bus service remained within the established performance standards. ACCESS and contracted fixed route service, operated by Veolia, did not meet their established performance standards during the second quarter. However, Veolia continues to implement their strategic plan for corrective action and are working toward reducing customer comments. Alta Resources, the contractor responsible for the CIC, continued to operate within the performance standards established in their contract.

***Attachments***

- A. ACCESS Complaints Fiscal Years 2005-2007
- B. Contracted Fixed Route Complaints Fiscal Years 2005-2007
- C. OCTA Operated Fixed Route Complaints Fiscal Years 2005-2007

**Prepared by**

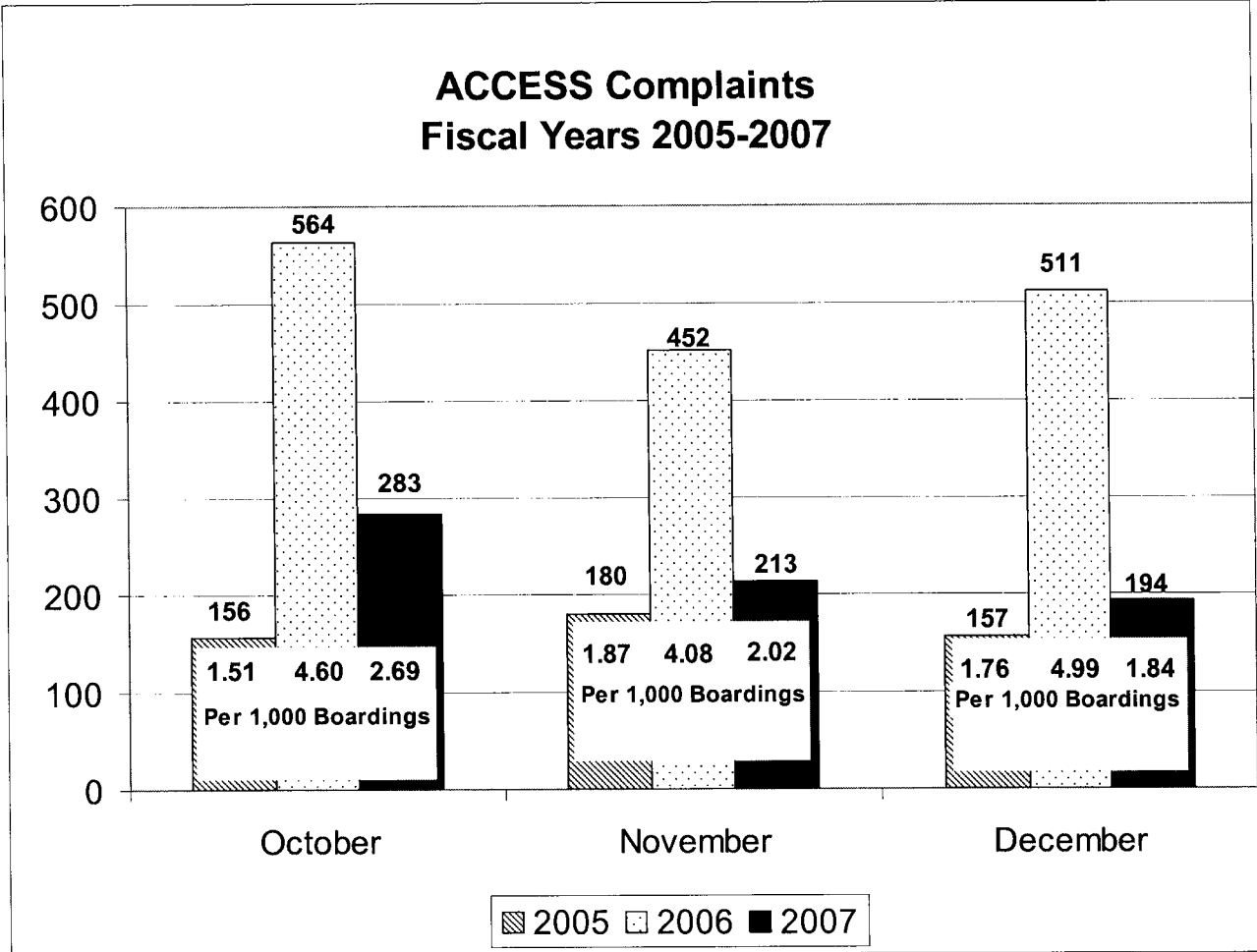


Adam D. Raley  
Senior Customer Relations  
Specialist  
(714) 560-5510

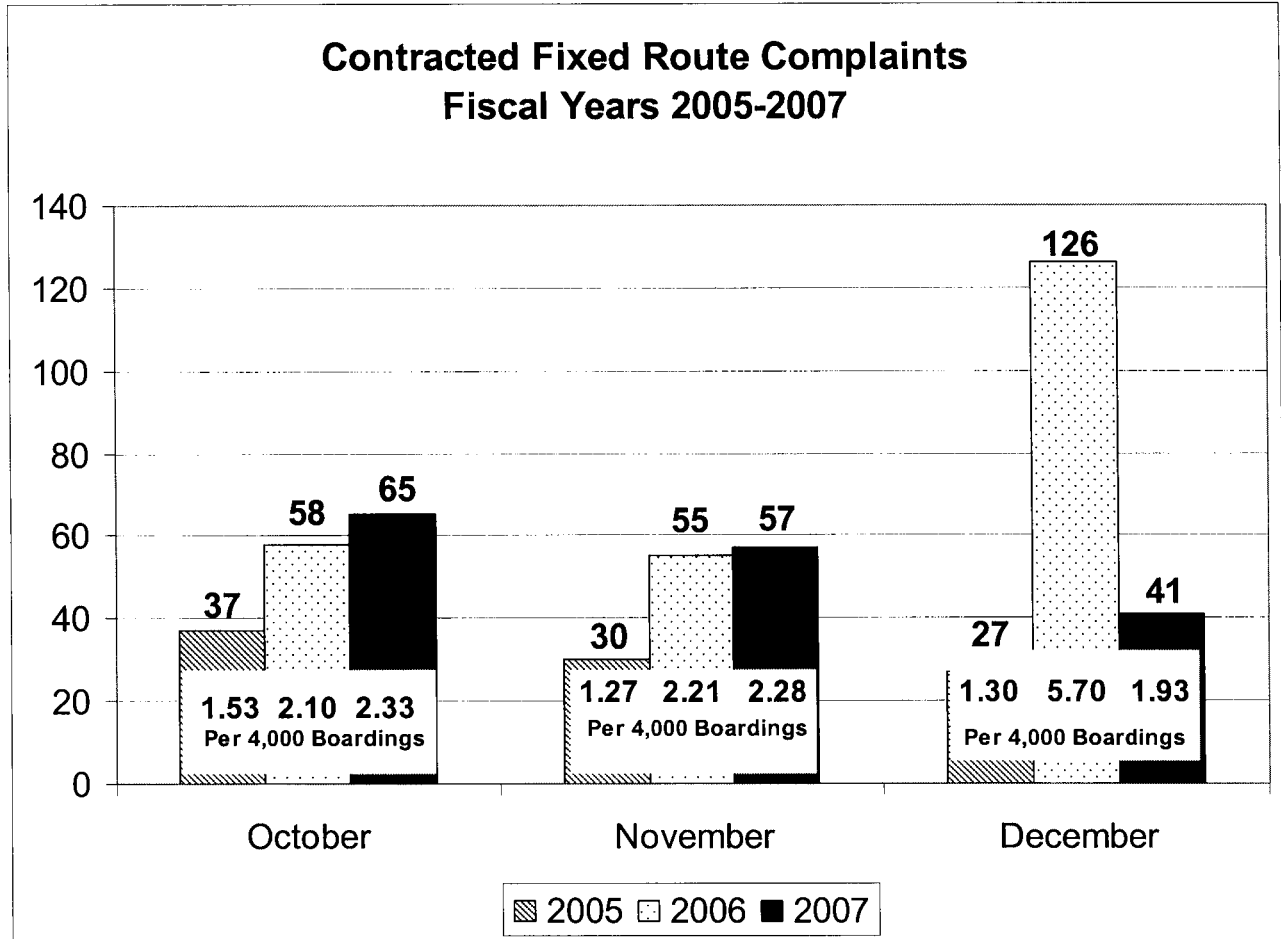
**Approved by:**



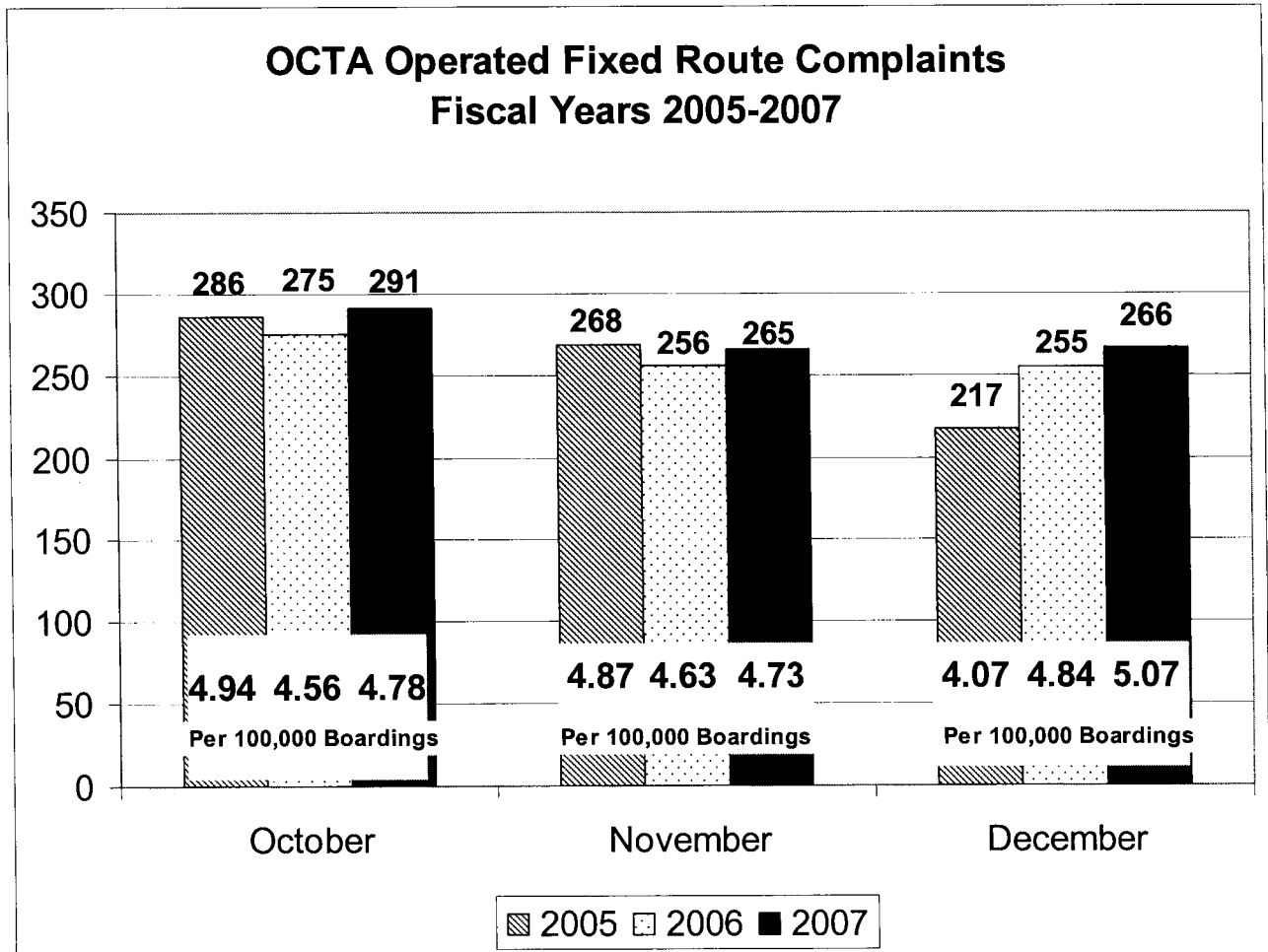
Ellen S. Burton  
Executive Director, External Affairs  
(714) 560-5923



\*The contractual complaint standard for ACCESS service is no more than one complaint for every 1,000 boardings.



\*The complaint standard for contracted fixed route service is no more than one complaint for every 4,000 boardings.



\*The complaint standard for fixed route service is no more than six complaints for every 100,000 boardings.





BOARD COMMITTEE TRANSMITTAL

**March 10, 2008**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles<sup>WK</sup>, Clerk of the Board  
**Subject:** Report to the Legislative Analyst Office on the Completion of the Garden Grove Freeway (State Route 22) Design-Build Project)

Executive Committee meeting of March 3, 2008

**Present:** Chairman Norby, Vice Chairman Buffa, Directors Bates, Campbell, Cavecche, Nguyen, Pringle, and Rosen  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations (reflects change from staff recommendation)**

- A. Receive and file as an information item.
- B. Direct staff to use appropriate internal and external resources to make this report the definitive report on design-build project delivery.





**March 3, 2008**

**To:** Executive Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Report to the Legislative Analyst Office on the Completion of the Garden Grove Freeway (State Route 22) Design-Build Project

**Overview**

The Orange County Transportation Authority is required by Public Contracts Code to prepare a report on the design-build authority used to construct the Garden Grove Freeway (State Route 22). The report must be filed 120 days after the completion of the project. The requirements of the report are presented in this report.

**Recommendation**

Receive and file as an information item.

**Background**

The Orange County Transportation Authority (Authority) developed the Garden Grove Freeway (State Route 22) project using a design-build delivery approach. The essential element of this method is to include the final design of the project with the procurement of construction services. The intent of this delivery approach is to shorten the overall timeline of a project by advancing design and construction concurrently.

The Authority's Board of Directors (Board) has asked staff to prepare a project completion report on the State Route 22 project to better understand the outcome of the design-build approach. The purpose of the project completion report is to provide the Board with information to judge the best use of this delivery method for future projects.

**Discussion**

The Authority was authorized to use a design-build approach for the State Route 22 project under Public Contracts Code, Section 20209. This

---

section allows a transit operator to use design-build methods for its projects. One of the requirements of this code section is that the transit operator must prepare a report to the Legislative Analyst Office on the project within 120 days of its completion. The report shall include the following information.

- (a) The type of facility.
- (b) The gross square footage of the facility.
- (c) The company or contractor who was awarded the project.
- (d) The estimated and actual length of time to complete the project.
- (e) The findings established pursuant to Section 20133 of the Public Contract Code.
- (f) Any labor code violations discovered during the course of construction or following completion of the project, as well as any fines or penalties assessed.
- (g) The estimated and actual project cost.
- (h) A description of any written protests concerning any aspect of the solicitation, bid, proposal, or award of the design-build project, including the resolution of the protest.
- (i) An assessment of the prequalification process and criteria.
- (j) An assessment of the impact of retaining 5 percent retention on the project.
- (k) A description of the labor force compliance program and an assessment of the project impact, where required.
- (l) A description of the method used to award the contract. If best value was the method, the factors used to evaluate the bid shall be described, including the weighting of each factor and an assessment of the effectiveness of the methodology.
- (m) An assessment of the project impact of "skilled labor force availability."
- (n) An assessment of the design-build dollar limits on transit projects. This shall include projects where the transit operator wanted to use design-build and was precluded by the dollar limitation. It shall also include projects where the best value method of awarding contracts was not used, due to dollar limitations.
- (o) An assessment of the most appropriate uses for the design-build approach.
- (p) Any transit operator that elects not to use the authority granted may also submit a report to the entities named in accordance with the schedule in this section. This report may include an analysis of why the authority granted was not used by the operator.

Staff intends to respond to the Board's request for a project completion report on the State Route 22 project by preparing the document required under the

Public Contracts Code; the contents of this report will cover the basic facts of the project and also include an assessment of the appropriate uses of design-build on future projects. The Public Contracts Code report should meet the intent of the Board's request for a project completion report on the project while also providing the Legislative Analyst Office with the required information.

Staff will prepare the Public Contracts Code report once the contractor completes all work on the project. This is scheduled to occur by the end of March 2008. The report will be presented to the Board for review prior to submittal to the Legislative Analyst Office.

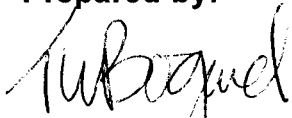
***Summary***

The Public Contracts Code requires the Authority to prepare a report on the State Route 22 Design-Build Project after its final completion. This report will also provide information to the Board on the outcome of the project and to better describe the benefits of using design-build delivery methods.

***Attachment***

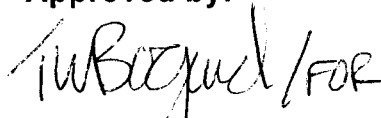
None.

**Prepared by:**



Tom Bogard, PE  
Director, Highway Project Delivery  
(714) 560-5918

**Approved by:**



Kia Mortazavi  
Executive Director, Development  
(714) 560-5741





MEMO

March 10, 2008

To: Members of the Board of Directors  
From: Arthur T. Leahy, Chief Executive Officer  
Subject: **Chief Executive Officer's Goals for 2008**

Please find attached the Chief Executive Officer's goals for 2008. The goals are comprehensive and address a wide range of key performance areas for the Orange County Transportation Authority (Authority). They also provide a useful instrument for monitoring results during the year.

The goals were developed to address priorities for 2008, including the delivery of the Renewed Measure M Early Action Plan; advancement of Proposition 1B funded projects; advancement of rail and transit projects such as the quiet zone program, Metrolink expansion, development of the Anaheim Regional Transportation Intermodal Center, and Go Local transit projects; and continued delivery of efficient transit services and Authority-wide programs.

The goals were provided to Chair Chris Norby, Vice Chair Peter Buffa, and Past Chair Carolyn Cavecche for review and input. I will update the Board of Directors on the status of the goals on a quarterly basis.

ATL:psz  
Attachment

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
1	Begin environmental document for SR-57 project between Katella and Lincoln	First Quarter	This project is part of the Renewed Measure M Early Action Plan to add capacity to SR-57. Technical studies will be performed to evaluate the environmental impact of the project with a goal to prepare the draft environmental document by the end of the year.	<ul style="list-style-type: none"> <li>• Award consultant contract and begin environmental review</li> <li>• Conduct public outreach</li> </ul>	<b>Development</b>	
2	Complete freeway improvements along SR-22 between Valley View and the SR-55	First Quarter	Complete all construction activities.	<ul style="list-style-type: none"> <li>• Complete construction activities by contract date of January 25, 2008</li> <li>• Complete construction activities by GMR's anticipated date of March 31, 2008</li> <li>• Initiate assessment of project delivery method, with completion in Third Quarter</li> </ul>	<b>Development</b>	
3	Complete Renewed Measure M Transit Strategic Plan	First Quarter	This plan will develop concepts to coordinate transit projects to be funded by Renewed Measure M with existing transit services.	<ul style="list-style-type: none"> <li>• Complete the final report</li> </ul>	<b>Development &amp; Special Projects</b>	
4	Support Foothill South Project	First Quarter	Foothill South is an important element of county transportation system and TCA will be seeking approval from California Coastal Commission in February 2008.	<ul style="list-style-type: none"> <li>• Prepare a study on traffic impacts of not completing the Foothill Transportation Corridor</li> </ul>	<b>Development &amp; External Affairs</b>	
5	Initiate development of Renewed Measure M Water Quality Program	First Quarter	Start the process of designing guidelines for competitive program; seat oversight committee.	<ul style="list-style-type: none"> <li>• Progress on development of Project X in Renewed Measure M</li> </ul>	<b>Development, External Affairs &amp; Special Projects</b>	
6	Initiate development of the Environmental Mitigation and Resource Protection Master Agreement	First Quarter	Support development of master freeway mitigation plan by seating Environmental Oversight Committee.	<ul style="list-style-type: none"> <li>• Progress on development of master agreement between OCTA and resource agencies</li> </ul>	<b>Development, External Affairs &amp; Special Projects</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
7	Establish a commercial paper program that funds M2 Early Action Plan (EAP)	First Quarter	The Board of Directors approved a plan of finance using a commercial paper program to fund the EAP projects in November 2007. Funding will become available once all legal documents have been approved by the Board and the commercial paper notes have been sold to investors.	<ul style="list-style-type: none"> <li>• Implement commercial paper program to support cash flow requirements of the M2 EAP</li> </ul>	<b>Finance, Administration &amp; Human Resources</b>	
8	FY 2008 Comprehensive Business Plan	First Quarter	The Comprehensive Business Plan is a financially constrained 20-year plan that details services levels for OCTA programs and sets the target for the annual budget.	<ul style="list-style-type: none"> <li>• Present the 2008 Comprehensive Business Plan to the Board of Directors on January 28, 2008</li> </ul>	<b>Finance, Administration &amp; Human Resources</b>	
9	Streaming audio of Board of Directors meetings via the Internet	First Quarter	The Board of Directors has directed staff to implement the technology necessary for the live audio of Board of Directors meetings to be accessible via the Internet.	<ul style="list-style-type: none"> <li>• Streaming audio of Board meetings will be available via the Internet</li> </ul>	<b>Finance, Administration &amp; Human Resources</b>	
10	Support Board review of federal transportation legislation and development of policy recommendation	First Quarter	The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) authorizes the federal surface transportation programs for highways and transit through Sep 2009. OCTA will participate in the authorization of the next act.	<ul style="list-style-type: none"> <li>• Conduct a workshop on the reauthorization of the federal transportation program</li> </ul>	<b>Federal Relations</b>	
11	Internal Audit Standards	First Quarter	Finalize Internal Audit Policies & Procedures to ensure compliance with professional standards (GAO, AICPA, IIA). Conduct internal department training and adopt report language indicating compliance with standards.	<ul style="list-style-type: none"> <li>• Revised Internal Audit Policies &amp; Procedures and report language</li> </ul>	<b>Internal Audit</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
12	Complete collective bargaining agreement negotiations with Transportation Communications International Union (TCU)	First Quarter	The collective bargaining agreement with TCU for the facilities maintenance, parts, and revenue employees will expire on March 31, 2008.	<ul style="list-style-type: none"> <li>The collective bargaining agreement between the OCTA and TCU is negotiated within approved Board of Directors parameters</li> </ul>	<b>Labor &amp; Employee Relations</b>	
13	Five-Year Strategic Transit Plan	First Quarter	Develop a five-year strategic plan from the Comprehensive Business Plan that considers fleet, facility, and personnel needs.	<ul style="list-style-type: none"> <li>Draft plan is developed</li> </ul>	<b>Transit</b>	
14	Begin construction phase of Orange Metrolink Station pedestrian underpass	Second Quarter	This project will improve passenger safety by constructing a pedestrian tunnel under the tracks at the Orange Metrolink Station.	<ul style="list-style-type: none"> <li>Construction contract awarded and construction activities underway</li> </ul>	<b>Development</b>	
15	Complete Renewed Measure M Freeway Strategic Plan	Second Quarter	This plan will provide more detailed description of the Renewed Measure M Freeway projects, key considerations, and project benefits.	<ul style="list-style-type: none"> <li>Complete the final report</li> </ul>	<b>Development</b>	
16	Develop project nominations for Proposition 1B Traffic Light Synchronization Program to advance Renewed Measure M traffic signal program	Second Quarter	Proposition 1B provides grants for signal synchronization projects to improve operations and the effective capacity of local streets and roads. Renewed Measure M includes a similar program.	<ul style="list-style-type: none"> <li>Submit project nominations for Proposition 1B Traffic Light Synchronization Program</li> </ul>	<b>Development</b>	
17	Complete organizational readiness review and implement appropriate recommendations to deliver projects	Second Quarter	An organizational readiness review is underway to determine OCTA's ability to deliver Renewed Measure M projects, projects funded by state transportation bonds, and services provided by OCTA.	<ul style="list-style-type: none"> <li>Complete the final report</li> <li>Recommend appropriate organizational changes to deliver projects and services</li> </ul>	<b>Executive Office</b>	
18	Complete SR-55 Access Study	Second Quarter	This project will assess the viability of potential projects to address the terminus of SR-55 at 19th Street and build consensus for solutions.	<ul style="list-style-type: none"> <li>Complete the final report</li> <li>Continue to involve public officials and stakeholders</li> </ul>	<b>Development &amp; External Affairs</b>	



**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
19	Continue advancement of grade crossing and quiet zone program	Second Quarter	Specific improvements are required to improve safety and implement railroad corridor quiet zones. Thirty-five percent engineering design is a key milestone in the project development process. A companion public awareness program will be launched.	<ul style="list-style-type: none"> <li>• 35% design submitted to SCRRRA, OCTA, and local cities for review</li> <li>• Conduct public outreach</li> </ul>	<b>Development &amp; External Affairs</b>	
20	Begin Central County Corridor Major Investment Study, including the study of the extension of the Orange Freeway (State Route 57)	Second Quarter	Develop and implement a public participation program in support of Central County Corridor Study.	<ul style="list-style-type: none"> <li>• Begin MIS</li> <li>• Convene Central County Corridor MIS Policy Group in 2nd Quarter</li> <li>• Incorporation of outreach findings in project development activities</li> </ul>	<b>Development &amp; External Affairs</b>	
21	Advance Metrolink expansion project to support doubling of service by 2010	Second Quarter	Initiate public outreach program to share information about service expansion, track work, parking facilities, and pedestrian bridges and undercrossings (Orange, Irvine, Tustin and Fullerton).	<ul style="list-style-type: none"> <li>• Submit 35% of the plans to SCRRRA for review</li> <li>• Develop survey questions and public involvement program</li> <li>• Incorporate outreach findings in project development activities</li> </ul>	<b>External Affairs &amp; Development</b>	
22	Consider Bus Transit Fare Adjustment	Second Quarter	The Comprehensive Business Plan and the fiscal year 2008-2009 proposed budget both include a fare increase in bus transit service effective January 2009.	<ul style="list-style-type: none"> <li>• Develop fare adjustment scenarios</li> <li>• Conduct public outreach and public hearing on proposed bus fares</li> <li>• Secure Board of Directors' action on proposed bus fares prior to adopting the fiscal year 2008-2009 budget</li> </ul>	<b>Finance, Administration &amp; Human Resources and External Affairs</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
23	FY 2008-09 Annual Budget and Personnel & Salary Resolution	Second Quarter	The 2008-09 annual budget balances sources and uses of funds, without an unplanned use of reserves, and is consistent with the CBP and Board approved goals, policies, and procedures. The Personnel and Salary Resolution documents compensation policies and procedures adopted for administrative employees.	<ul style="list-style-type: none"> <li>• Staff will secure Board approval for the 2008-09 annual budget and 2008-09 Personnel &amp; Salary Resolution in June</li> </ul>	<b>Finance, Administration &amp; Human Resources</b>	
24	Internal Audit Risk Assessment & Administrative Software	Second Quarter	Implementation of audit software for use in performing annual risk assessment, monitoring audit findings and implementation of recommendations, producing timekeeping and productivity reports, standardizing workpaper templates and reports.	<ul style="list-style-type: none"> <li>• Software installation &amp; implementation</li> </ul>	<b>Internal Audit</b>	
25	Advance development of the I-405 Freeway project between SR-55 and I-605	Third Quarter	This project is part of the Renewed Measure M Early Action Plan. Technical studies will be performed to evaluate the environmental impact of the project.	<ul style="list-style-type: none"> <li>• Award consultant contract and begin environmental review</li> <li>• Conduct public outreach</li> </ul>	<b>Development</b>	
26	Complete Oso Parkway signal synchronization demonstration project	Third Quarter	This is the second pilot signal synchronization project and intended to assist OCTA's efforts to develop and implement the Renewed Measure M countywide signal synchronization program.	<ul style="list-style-type: none"> <li>• Implement signal synchronization</li> <li>• Prepare final report on the project including assessment of travel time savings</li> </ul>	<b>Development</b>	
27	Finalize last M1 call for Street and Road projects	Third Quarter	This action will allocate the remaining portion of the 1990 Measure M Regional Streets and Roads programs.	<ul style="list-style-type: none"> <li>• Approve allocation of funds to cities</li> </ul>	<b>Development</b>	
28	Complete installation of CNG fueling station at Anaheim Base	Third Quarter	CNG fueling facilities are required to support the new CNG fleet to be based at Anaheim Base.	<ul style="list-style-type: none"> <li>• Facility is constructed and operational</li> </ul>	<b>Development</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
29	Complete construction of CNG fueling station at Irvine Sand Canyon Base	Third Quarter	CNG fueling facilities are required to support the new CNG fleet to be based at Irvine Sand Canyon Base.	<ul style="list-style-type: none"> <li>• Facility is constructed and operational</li> </ul>	<b>Development</b>	
30	Complete the Metrolink destination signage pilot program	Third Quarter	This project will provide improved track specific signage for Metrolink stations in Orange County.	<ul style="list-style-type: none"> <li>• Project is complete and in service</li> </ul>	<b>Development</b>	
31	Begin final design of SR-57 project between Katella and Lincoln	Third Quarter	Authorize consultant to begin work on final design.	<ul style="list-style-type: none"> <li>• Approve contract task order to begin design</li> <li>• Host public scoping meetings</li> </ul>	<b>Development &amp; External Affairs</b>	
32	Advance development of Anaheim Regional Transportation Intermodal Center	Third Quarter	Advance development of ARTIC through expressions of interest and request for qualifications.	<ul style="list-style-type: none"> <li>• "Request for Expressions of Interest" submittals</li> <li>• Develop and issue request for qualifications for development of ARTIC</li> </ul>	<b>Development &amp; External Affairs</b>	
33	Complete Orange County / Los Angeles Intercounty Study	Third Quarter	This study evaluates the major cross county transportation corridors, including the Pacific Electric right-of-way, and will make recommendations on opportunities for improvement.	<ul style="list-style-type: none"> <li>• Elected officials and community workshops conducted in April</li> <li>• Complete the final report</li> </ul>	<b>Development &amp; External Affairs</b>	
34	Advance construction of the I-5 Gateway freeway project by completing the Stanton Avenue overcrossing	Third Quarter	Advance construction and open the new bridge over I-5 at Stanton Avenue. Continue outreach program and communicate project status and construction impacts.	<ul style="list-style-type: none"> <li>• Open the new Stanton Bridge to traffic</li> <li>• Conduct outreach, monitor comments, and track issues</li> </ul>	<b>Development &amp; External Affairs</b>	
35	Evaluate benefits of Rubberized Asphalt on the SR-22	Third Quarter	Evaluate noise reduction levels of the rubberized asphalt using scientific methodology and monitor awareness and perception of SR-22 rubberized asphalt project.	<ul style="list-style-type: none"> <li>• Report findings to Board</li> </ul>	<b>Development &amp; External Affairs</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
36	Obtain fair share of Trade Corridor Improvement (TCIF) account funding from Proposition 1B	Third Quarter	In cooperation with the Southern California Consensus Working Group and the OCTA Development Division, develop and implement strategy to receive an equitable share of TCIF funds.	<ul style="list-style-type: none"> <li>If TCIF funds are included in the FY 2008-2009 state budget, Southern California and Orange County should receive an equitable share of funds</li> </ul>	<b>State Relations &amp; Development</b>	
37	Obtain fair share of State-Local Partnership Program (SLPP) account funding from Proposition 1B	Third Quarter	In cooperation with the Development Division, develop and implement a strategy to receive an equitable share of SLPP funds.	<ul style="list-style-type: none"> <li>If SLPP funds are included in the FY 2008-2009 state budget, Orange County should receive an equitable share of funds</li> </ul>	<b>State Relations &amp; Development</b>	
38	Secure passage of legislation to eliminate the four foot buffer requirement on the SR-55 high occupancy vehicle lane	Third Quarter	In cooperation with the Development Division and OCTA's state legislative advocate, develop and implement a strategy to secure the passage of this bill.	<ul style="list-style-type: none"> <li>Bill signed by Governor</li> </ul>	<b>State Relations &amp; Development</b>	
39	Complete environmental document for I-5/Ortega Interchange	Fourth Quarter	Work with City of San Juan Capistrano to complete environmental document.	<ul style="list-style-type: none"> <li>Approve environmental document</li> </ul>	<b>Development</b>	
40	Initiate I-5 Project Study Report	Fourth Quarter	This project will prepare conceptual engineering for the I-5 (between SR-73 and I-405) improvement recommendations that will be developed as part of the South Orange County Major Investment Study.	<ul style="list-style-type: none"> <li>Initiate conceptual engineering work</li> </ul>	<b>Development</b>	
41	Complete South Orange County Major Investment Study	Fourth Quarter	This study will define the scope of major transportation improvements in South Orange County.	<ul style="list-style-type: none"> <li>Complete the major investment study</li> <li>Incorporate outreach findings in project development activities</li> </ul>	<b>Development &amp; External Affairs</b>	
42	Monitor public perception of Signal Synchronization pilots	Fourth Quarter	Gather public responses to Euclid and Oso signal synchronization pilots to determine public perception.	<ul style="list-style-type: none"> <li>Track public responses</li> <li>Incorporate findings in final study reports</li> </ul>	<b>External Affairs &amp; Development</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
43	Advance West County Connectors (SR-22 Phase 2) freeway projects	Fourth Quarter	Complete and submit to Caltrans the final design for the two projects for advertisement of construction in 2009.	<ul style="list-style-type: none"> <li>• Conduct comprehensive public outreach</li> <li>• Submit final design documents to Caltrans</li> </ul>	<b>Development &amp; External Affairs</b>	
44	Prepare to launch Harbor Boulevard Bus Rapid Transit service	Fourth Quarter	Develop marketing and communications program in support of Harbor Boulevard BRT launch.	<ul style="list-style-type: none"> <li>• Marketing and communications plan approved by Board of Directors</li> </ul>	<b>External Affairs &amp; Transit</b>	
45	Compensation and Classification Study	Fourth Quarter	The purpose of the compensation and classification study is to develop a fair and equitable classification system, a market based pay system and incentive plans (merit based), appropriate job descriptions, as well as establish compensation policies and procedures that are aligned with OCTA's philosophy and strategic objectives.	<ul style="list-style-type: none"> <li>• Present study findings and adopt Board approved recommendations</li> </ul>	<b>Finance, Administration &amp; Human Resources</b>	
46	Comprehensive Annual Financial Reporting	Fourth Quarter	The Comprehensive Annual Financial Report (CAFR) presents the fiscal year-end financial statements for the OCTA.	<ul style="list-style-type: none"> <li>• Earn an unqualified audit opinion and earn the Government Finance Officers Association Certificate of Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR)</li> <li>• Earn an unqualified audit opinion for the financial statements of the 91 Express Lanes and the Local Transportation Authority</li> </ul>	<b>Finance, Administration &amp; Human Resources</b>	
47	Conduct Peer Review	Fourth Quarter	Schedule a Quality Assurance Program (peer review) audit of the OCTA Internal Audit Department.	<ul style="list-style-type: none"> <li>• Complete self assessment and scheduled peer review</li> </ul>	<b>Internal Audit</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
48	Fare Collection System Integration Assessment	Fourth Quarter	Hire a consultant to develop a plan for fare integration among OCTA, Metrolink, and other local operators within the county. Investigate integration strategies and technology availability to support a coordinated approach to establish fare policies and collection methods that promote convenience among transit users.	<ul style="list-style-type: none"> <li>• Release RFP and select consultant to support project - First Quarter</li> <li>• Complete assessment and develop action plan - Fourth Quarter</li> </ul>	<b>Transit</b>	
49	LOSSAN Rail Corridor Service Integration	Yearlong	Continue efforts to integrate passenger rail services in the San Diego-Los Angeles-San Luis Obispo rail corridor, including development of a corridorwide strategic plan.	<ul style="list-style-type: none"> <li>• Release RFP and select consultant to support a corridorwide strategic plan for Amtrak, Coaster, and Metrolink - Second Quarter</li> <li>• Develop an integrated passenger timetable - Third Quarter</li> </ul>	<b>Development</b>	
50	Continued participation in five-county transportation coalition	Yearlong	Participate in five-county coalition to address goods movement and issues of regional significance.	<ul style="list-style-type: none"> <li>• Receive fair share of goods movement transportation bond for Southern California and Orange County</li> <li>• Receive fair share of container fee that may be implemented at the ports of Los Angeles and Long Beach for mitigation of goods movement impacts in Orange County</li> <li>• Develop federal surface transportation authorization principles in support of Southern California's needs</li> </ul>	<b>Development</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
51	Explore enhancing integration and coordination with Caltrans District 12	Yearlong	Continue to explore ways to refine the working relationship and sharing of responsibilities between Caltrans and OCTA for programming and funding of projects and for accelerating project delivery.	<ul style="list-style-type: none"> <li>• Developing consistent project priorities</li> <li>• Success in awarding of funding requests</li> <li>• Meeting project delivery milestones</li> </ul>	<b>Development</b>	
52	Advance Go Local transit projects	Yearlong	Provide support in the development of Go Local projects and develop criteria for the allocation and award of Step 2 funding for further project development.	<ul style="list-style-type: none"> <li>• Approve allocation of funds to cities by second quarter</li> <li>• Provide ongoing support and monitoring</li> </ul>	<b>Development &amp; External Affairs</b>	
53	Advance high occupancy vehicle lanes policy changes	Yearlong	Advance progress on continuous access to HOV lanes on other freeways and implement outreach program to increase awareness of the SR-22 HOV lanes and other freeways if implemented.	<ul style="list-style-type: none"> <li>• Caltrans to complete project study report for continuous access on SR-55 in second quarter</li> <li>• Sufficiency of public notification as reflected by Board of Directors comment, public comment, media information</li> </ul>	<b>Development &amp; External Affairs</b>	
54	Increase bus system marketing to potential riders	Yearlong	Create awareness and trial use of buses through grassroots route promotions and integrated marketing, outreach, media relations, and pass sales program.	<ul style="list-style-type: none"> <li>• Conduct marketing and public information activities with an average of at least one time each week</li> </ul>	<b>External Affairs</b>	
55	Grow Vanpool Program and file timely National Transit Database reports	Yearlong	Continue to monitor and grow the new Vanpool Program with timely federal report filing to ensure receipt of 5307 federal funding.	<ul style="list-style-type: none"> <li>• Expand program by 10%, increasing number of participating vans from 160 to 176 vans</li> </ul>	<b>External Affairs</b>	

**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
56	Participate with the Riverside County Transportation Commission to extend the 91 Express Lanes into Riverside County	Yearlong	Consult with Riverside County on proposed 91 Express Lanes extension to I-15.	<ul style="list-style-type: none"> <li>• Monitor progress and conduct follow-up analysis</li> <li>• Legislation enacted to allow extension of the toll lanes</li> </ul>	<b>Finance, Administration &amp; Human Resources and State Relations</b>	
57	Maintain farebox recovery of 20% for fixed route system	Yearlong	Fares are to cover at least 20% of the cost to operate the fixed route transit system.	<ul style="list-style-type: none"> <li>• Recover 20% of operating costs for fixed route system from fares</li> </ul>	<b>Finance, Administration &amp; Human Resources and Transit</b>	
58	Bus Rapid Transit	Yearlong	Continue advancement of BRT service through preparation of operations plan.	<ul style="list-style-type: none"> <li>• Complete operations plan - First Quarter</li> <li>• Commence design and technology tasks on bus stop improvements and the information systems that will support the program - Second Quarter</li> <li>• Board approval to release bid documents for public works construction associated with bus stop improvements - Fourth Quarter</li> </ul>	<b>Transit</b>	
59	Transit - Maintenance Efficiency	Yearlong	Maintain miles between road calls at 12,000.	<ul style="list-style-type: none"> <li>• The average number of miles between road calls is at least 12,000</li> </ul>	<b>Transit</b>	
60	Transit - Fleet Cleanliness	Yearlong	Maintain a fleet that is clean and graffiti free.	<ul style="list-style-type: none"> <li>• Fleet is clean with zero tolerance for graffiti</li> </ul>	<b>Transit</b>	
61	Transit - Delivery of Revenue Vehicles	Yearlong	Continue to provide quality control and assurance to accept 299 compressed natural gas buses from New Flyer.	<ul style="list-style-type: none"> <li>• Accept 99 buses from New Flyer during 2008</li> <li>• Final delivery of all buses expected in mid-2009</li> </ul>	<b>Transit</b>	



**Chief Executive Officer's Goals  
2008**

<b>CEO Goal Reference Number</b>	<b><u>CEO's Goal</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>	<b><u>Performance Measurement</u></b>	<b><u>Divisional Responsibility</u></b>	<b><u>Status</u></b>
62	Transit - Passenger Service	Yearlong	Provide 70 million passenger boardings and increase passenger boardings per hour.	<ul style="list-style-type: none"> <li>• Achieve 70 million passenger boardings</li> <li>• Achieve an average of 34 passenger boardings per revenue vehicle hour for fixed route</li> <li>• Achieve an average of 1.9 passenger boardings per revenue vehicle hour for ACCESS</li> </ul>	Transit	

