

Date: Monday, June 22, 2009

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
Orange County Transportation Authority Headquarters
First Floor - Room 154
600 South Main Street, Orange, California
Monday, June 22, 2009, 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.

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.

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.

Call to Order

Invocation

Director Bates

Pledge of Allegiance

Director Winterbottom



BOARD AGENDA

ACTIONS

Special Matters

1. Special Recognition for Thirty Years of Safe Driving

Present an award to Coach Operator James Da Vanzo for achieving thirty years of safe driving.

2. Presentation of Resolutions of Appreciation for Employees of the Month for June 2009

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2009-36, 2009-37, 2009-38 to Larry Grewal, Coach Operator; Leo Diza, Maintenance; and Rita De Andrade, Administration, as Employees of the Month for June 2009.

3. Presentation of Resolution of Appreciation to Orange County Sheriff's Department Employee of the Quarter

Present Orange County Transportation Authority Resolution of Appreciation No. 2009-39 to Orange County Sheriff's Deputy Timm Pusztai and Canine Foose.

4. Measure M Taxpayers' Oversight Committee New Member Recruitment and Lottery

Alice T. Rogan/Ellen S. Burton

Overview

Measure M, first approved by voters in 1990, and renewed again by voters in 2006, calls for an oversight committee to serve as a watchdog over the Program of Transportation Improvements. Each year, new members are recruited and selected to fill vacancies left by expired terms. The recruitment process has been completed for 2009 and a lottery must take place in public session to fill vacancies in the First, Second, Fourth and Fifth supervisorial districts.



BOARD AGENDA

ACTIONS

4. (Continued)

Recommendations

- A. Pursuant to the Measure M Ordinance, conduct the lottery for final selection of new Measure M Taxpayers' Oversight Committee members by drawing one name each representing the First, Second, Fourth and Fifth Supervisorial districts from the list of recommended finalists from Grand Jurors' Association of Orange County.

- B. Adopt Orange County Local Transportation Authority resolutions of appreciation nos. 2009-40 for James Kelly, 2009-41 for Gilbert Ishizu, 2009-42 for Narinder Mahal, and 2009-43 for Frederick von Coelin, members of the Taxpayers' Oversight Committee whose terms have expired.

Consent Calendar (Items 5 through 24)

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

5. Approval of Minutes

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of June 8, 2009.

6. Schedule for the Preparation of the 2010 State and Federal Legislative Platforms

Manny Leon/P. Sue Zuhlke

Overview

The Orange County Transportation Authority is preparing the legislative platforms in advance of the 2010 sessions of the California Legislature and United States Congress. As a listing of objectives and issue positions, the legislative platforms provide general direction to staff and legislative representatives in Sacramento and Washington, D.C.



BOARD AGENDA

ACTIONS

6. (Continued)

Recommendation

Approve the preparation plan and timeline for the State and Federal Legislative platforms.

7. **State Legislative Status Report**

Kristin Essner/P. Sue Zuhlke

Overview

An oppose unless amended position is recommended on a bill related to the creation of revenues for planning for sustainable communities strategies and blueprints. Oppose positions are recommended on a bill that would create further requirements before an agency could use existing authority for design-build or public private partnerships and on a bill related to eminent domain requirements for land subject to a conservation easement. An overview is provided for proposals to divert gas tax revenue for General Fund relief.

Recommendations

A. Adopt the following recommended positions on legislation:

Oppose Unless Amended SB 406 (DeSaulnier, D-Concord), which would authorize specific entities to implement a vehicle registration surcharge to pay for planning related to a sustainable communities strategy or blueprint.

Oppose SB 474 (Ducheny, D-San Diego), which would require specific findings before an agency could utilize existing design-build or public private partnership authority.

Oppose SB 555 (Kehoe, D-San Diego), which would create notice and procedural requirements related to the condemnation of land with a conservation easement.

B. Reaffirm opposition position to the diversion of transportation revenue to provide relief to state General Fund.



BOARD AGENDA

ACTIONS

8. Federal Legislative Status Report

Richard J. Bacigalupo

Overview

This Federal Legislative Status Report provides information on the recent testimony of transportation Secretary LaHood before the House Appropriations Committee and the introduction of new legislation regarding freight movement.

Recommendation

Receive and file as an information item.

9. Federal Transit Administration Section 5316 and 5317 Grant Program Recommendations

Ric Teano/Richard J. Bacigalupo

Overview

The Federal Transit Administration's Section 5316 Jobs Access Reverse Commute and Section 5317 New Freedom grant programs provide an opportunity for local agencies, non-profit organizations, and transportation providers to meet the special transportation needs of persons with disabilities and of low income. As the designated grant recipient, the Orange County Transportation Authority is responsible for competitively allocating funds based on a locally adopted transportation coordination plan and selection criteria. This process has been completed and a list of recommended projects is presented for funding consideration.

Recommendations

- A. Approve the recommended project list and authorize the Interim Chief Executive Officer to file and execute grant-related agreements needed to secure and make available funding from the Federal Transit Administration Section 5316 and Section 5317 grant programs.
- B. Authorize staff to amend the Regional Transportation Improvement Program to accommodate grant revenues.



BOARD AGENDA

ACTIONS

10. Federal Transit Administration Section 5307 Program of Projects Revisions

Adriann Cardoso/Kia Mortazavi

Overview

On November 24, 2008, the Board of Directors approved the federal fiscal year 2008-09 Federal Transit Administration Section 5307 program of projects. Since that time, the funding needs for certain capital projects have changed and the actual revenue available from the Federal Transit Administration Section 5307 program increased by approximately \$2 million. Based on the current funding needs of the bus transit program, revisions to the Federal Transit Administration Section 5307 program of projects are presented for Board of Directors' approval.

Recommendations

- A. Approve the revised federal fiscal year 2008-09 Federal Transit Administration Section 5307 program of projects.
- B. Direct staff to make all necessary amendments to the Regional Transportation Improvement Program, submit necessary Federal Transit Administration grant applications, and execute any necessary agreements to facilitate the above action.

11. Metrolink Ridership and Revenue Quarterly Report

Megan Taylor/Darrell Johnson

Overview

The Southern California Regional Rail Authority, a five-member joint powers authority, operates Southern California's five-county, 400-mile commuter rail system known as Metrolink. A report on Metrolink ridership and revenue for service in Orange County, covering the third quarter of fiscal year 2008-09 is provided.

Recommendation

Receive and file as an information item.



BOARD AGENDA

ACTIONS

12. Citizens' Advisory Committee Update
David Simpson/Ellen S. Burton

Overview

The Orange County Transportation Authority's Citizens Advisory Committee has been meeting monthly for the past year. A summary of the Citizens' Advisory Committee's activities and the appointment status are provided with this report.

Recommendations

- A. Receive and file the Citizens' Advisory Committee report.
- B. Adopt resolutions of appreciation 2009-32 through 2009-34 for members of the 2008-2009 Citizens' Advisory Committee.

**Orange County Service Authority for Freeway Emergencies
Consent Calendar Matters**

13. Agreement for Call Box System Operations and Maintenance Services
Iain C. Fairweather

Overview

On June 30, 2009, the contract for the call box system operations and maintenance services will expire. To ensure the continuity of operations, offers were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. The Orange County Transportation Authority Board of Directors is requested to award this agreement.

Recommendation

Authorize the Interim Chief Executive Officer to execute Agreement C-9-0173 between the Orange County Transportation Authority and Republic Intelligent Transportation Services, in an amount not to exceed \$1,600,000 for a five-year period, to operate and maintain the Orange County call box system.



BOARD AGENDA

ACTIONS

14. Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority to participate in the 511 Motorist Aid and Traveler Information System and to develop an Interactive Voice Response System

Iain C. Fairweather

Overview

The Orange County Transportation Authority is working with the Los Angeles County Metropolitan Transportation Authority to implement a region wide 511 Motorist Aid and Traveler Information System.

Recommendations

- A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0434 between the Orange County Transportation Authority and the Los Angeles County Metropolitan Transportation Authority to participate in the regional 511 Motorist Aid and Traveler Information System.
- B. Authorize the Interim Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement No. C-9-0434 with the Los Angeles County Metropolitan Transportation Authority, in an amount not to exceed \$667,800, for the development, operations, and maintenance of an Interactive Voice Response System for the 511 Motorist Aid and Traveler Information System for a nine-year period through February 28, 2018.

Orange County Local Transportation Authority Consent Calendar Matters

15. Cooperative Agreement with the City of Fullerton for Parking Expansion at the Fullerton Transportation Center

Lora Cross/Darrell Johnson

Overview

A cooperative agreement with the City of Fullerton is required for parking expansion at the Fullerton Transportation Center, which is needed to meet current and future parking demands related to Metrolink service.



BOARD AGENDA

ACTIONS

15. (Continued)

Recommendations

- A. Authorize the Interim Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0404 between the Orange County Transportation Authority and the City of Fullerton, in an amount not to exceed \$13,035,000, to define roles, responsibilities, and funding for the design and construction of a parking structure at the Fullerton Transportation Center.
- B. Authorize staff to prepare and submit any necessary programming documents, including amendments to the Regional Transportation Improvement Program and execute any necessary agreements to meet the requirements of Cooperative Agreement No. C-9-0404 with the City of Fullerton.

16. **Cooperative Agreements with the Cities of Mission Viejo and Westminster for Go Local Step Two Bus/Shuttle Service Planning** Kelly Long/Darrell Johnson

Overview

The Orange County Transportation Authority Board of Directors has approved 27 bus/shuttle proposals submitted under Go Local Step One to be advanced to Step Two. As part of Step Two, each bus/shuttle proposal will undergo detailed service planning. Cooperative agreements are needed to outline roles and responsibilities for the Step Two service planning effort. Cooperative agreements with the cities of Mission Viejo and Westminster for service planning of the cities' respective bus/shuttle proposals are presented for review and approval.

Recommendations

- A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0467 between the Orange County Transportation Authority and the City of Mission Viejo to define each party's roles and responsibilities for service planning of two bus/shuttle proposals entitled, "Irvine Transportation Center to Mission Viejo Community Center" and "Laguna Niguel/Mission Viejo Metrolink Station to Mission Viejo Community Center."



BOARD AGENDA

ACTIONS

16. (Continued)

- B. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0428 between the Orange County Transportation Authority and the City of Westminster to define each party's roles and responsibilities for service planning of four bus/shuttle proposals entitled, "Bolsa Chica Inter-County Express," "North/South Commuter Express," "FountainValleyExpress," and "Little Saigon/Fountain Valley/Huntington Beach Express."

17. **Cooperative Agreement with the Southern California Regional Rail Authority to Implement the Commuter Rail Grade Crossing Monitor Program**

Megan Taylor/Darrell Johnson

Overview

The Orange County Transportation Authority Board of Directors programmed Proposition 1B California Transit Security Grant Program funds to upgrade and/or install monitoring equipment at Orange County rail grade crossings throughout the County. The Southern California Regional Rail Authority will implement the project consistent with existing operating management arrangements. A cooperative agreement is needed to outline roles and responsibilities related to funding and implementation of this project.

Recommendation

Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0429 between the Orange County Transportation Authority and the Southern California Regional Rail Authority to define each party's roles and responsibilities and to fund rail grade crossing monitors, in an amount not to exceed \$273,100, to upgrade and/or install monitoring equipment at Orange County rail grade crossings.



BOARD AGENDA

ACTIONS

18. **Memorandum of Understanding with the City of San Juan Capistrano to Support and Develop Railroad-Related Improvements**
Dinah Minteer/Darrell Johnson

Overview

In partnership with a developer, the City of San Juan Capistrano is seeking to convert the Rancho Capistrano at-grade rail-highway grade crossing from a private to public at-grade rail-highway grade crossing to provide primary access to a large area of open space, a church facility, several sports fields, and a proposed assisted living center. Since the Orange County Transportation Authority is the owner of the right-of-way, the City of San Juan Capistrano is seeking the Orange County Transportation Authority's consent and support in submitting the appropriate application to the Southern California Regional Rail Authority and the California Public Utilities Commission.

Recommendation

Authorize the Interim Chief Executive Officer to enter into a memorandum of understanding with the City of San Juan Capistrano to define roles and responsibilities related to the conversion of the Rancho Capistrano at-grade rail-highway grade crossing from a private to public at-grade rail-highway grade crossing.

19. **Amendment to Design Services Agreement for the Orange Freeway (State Route 57) Northbound Widening Project Between Orangethorpe Avenue and Yorba Linda Boulevard**
Arshad Rashedi/Kia Mortazavi

Overview

On October 5, 2007, the Orange County Transportation Authority Board of Directors approved Agreement No. C-7-0887 with RBF Consulting for preparation of the final design plans, specifications, and estimate for the northbound widening project on the Orange Freeway (State Route 57) between Orangethorpe Avenue and Yorba Linda Boulevard. At this time, additional services are required by the consultant to incorporate project elements necessary to complete the project.



BOARD AGENDA

ACTIONS

19. (Continued)

Recommendation

Authorize the Interim Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-7-0887 with RBF Consulting, in the amount of \$525,027, for additional design services for the northbound widening project on the Orange Freeway (State Route 57) between Orangethorpe Avenue and Yorba Linda Boulevard.

20. **Renewed Measure M Progress Report**

David Simpson/Andrew Oftelie

Overview

Staff has prepared a Renewed Measure M progress report for January 2009 through March 2009 for review by the Orange County Transportation Authority Board of Directors. Despite worsening economic conditions, implementation of Renewed Measure M continues at a fast pace. The report highlights progress on Renewed Measure M projects and programs and is made available to the public via the Orange County Transportation Authority website.

Recommendation

Receive and file as an information item.

Orange County Transit District Consent Calendar Matters

21. **Agreement for Joint Sealant Replacement at the Irvine Sand Canyon Base**

James J. Kramer/Darrell Johnson

Overview

Modifications are needed at the Irvine Sand Canyon Bus Base to replace deteriorated joint sealant to prevent contamination and debris from leaking into the concrete pavement joints. The project is ready for construction and Board of Directors' approval is requested.



BOARD AGENDA

ACTIONS

21. (Continued)

Recommendation

Authorize the Interim Chief Executive Officer to execute Agreement No. C-9-0228 between the Orange County Transportation Authority and Kitson Specialty Contracting, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$148,948, for joint sealant replacement at the Irvine Sand Canyon Bus Base.

22. **Agreement for the Purchase of 33 Paratransit Buses**

Antonio P. Chavira, Jr./Beth McCormick

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2008-09 Budget, the Board of Directors approved the purchase of revenue vehicles for ACCESS services. Approval is requested for the purchase of 33 paratransit vehicles.

Recommendation

Authorize the Interim Chief Executive Officer to execute Purchase Order No. C-8-1315 between the Orange County Transportation Authority and Creative Bus Sales, Inc., in an amount not to exceed \$3,457,627, for the purchase of 33 gasoline replacement paratransit buses for ACCESS service.

23. **Amendment to Agreement for On-Board Video Surveillance System**

Chris Parro/Beth McCormick

Overview

In May 2006 the Orange County Transportation Authority entered into an agreement with March Networks, Inc., for implementation, system support, and maintenance of an on-board video surveillance system. Staff proposes to exercise the third option term of this agreement to continue services through July 31, 2010.



BOARD AGENDA

ACTIONS

23. (Continued)

Recommendation

Authorize the Interim Chief Executive Officer to execute Amendment No. 8 to Agreement No. C-6-0142 between the Orange County Transportation Authority and March Networks, Inc., in an amount not to exceed \$425,000, to exercise the third option term through July 31, 2010, bringing the total contract value to \$1,679,292.

24. Customer Information Center Update

Marlon Perry/Ellen S. Burton

Overview

The Orange County Transportation Authority Customer Information Center assists customers with trip planning by providing travel itineraries and general information to bus riders seven days a week, 365 days a year. This report provides an update on the Customer Information Center including the tracking of the call volume and the status of the Alta Resources contract.

Recommendation

Modify Alta Resources contract performance standards relative to average speed of answer for a 12-month pilot period and direct staff to return to the Board of Directors within six months with an update.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

25. Newly Enacted State Statutes Related to Project Delivery

Tom Bogard/Kia Mortazavi

Overview

In February 2009, the California Legislature passed a series of new laws related to project delivery as part of the state budget agreement to address the state's growing deficit. The new state statutes address streamlining of environmental and permit reviews, the authorization of alternate delivery methods such as public-private partnership, and design-build contracting.



BOARD AGENDA

ACTIONS

25. (Continued)

Recommendation

Receive and file as an information item.

26. **Cooperative Agreement with Discovery Science Center for a Pass Through of Local Funds for the Exchange of a Federal Transit Administration Section 5309 Discretionary Capital Earmark**

William Deen Jr./Kenneth Phipps

Overview

The Orange County Transportation Authority is an eligible recipient of Federal Transit Section 5309 Discretionary Earmarks. Authorization is requested to file and execute a cooperative agreement with the Discovery Science Center for a pass through of local funds with the expectation of reprogramming a Federal Transit Administration Section 5309 Discretionary Capital Earmark for the Orange County Transportation Authority's use. The local funds are requested by the Discovery Science Center as reimbursement of costs incurred in developing a park-and-ride facility.

Recommendation

Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0431 between the Orange County Transportation Authority and Discovery Science Center, in an amount of \$297,000, to exchange local funds for a Federal Transit Administration Section 5309 Discretionary Capital Earmark through June 30, 2010.



BOARD AGENDA

ACTIONS

Orange County Transit District Regular Calendar Matters

27. **Bravo! Program Update**
Gordon Robinson/Beth McCormick

Overview

As part of the Orange County Transportation Authority Board of Directors approved Ten Strategic Initiatives in 2002, the Bravo! program is a required Transportation Control Measure which will help meet air quality conformity requirements in the South Coast Air Basin in 2010. In 2005, the Board of Directors approved the implementation strategy and in June 2007, the implementation plan which defined the components and implementation timelines for the three corridors within the program. As identified funding sources continue to decrease and become constrained, adjustments to the construction timeframes for the program components as well as the recommended service implementation dates and operation levels are required.

Recommendation

Receive and file as an information item.

Discussion Items

28. **Anaheim Regional Transportation Intermodal Center Update**
Jennifer Bergener/Darrell Johnson

29. **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

30. Interim Chief Executive Officer's Report

31. Directors' Reports

32. Closed Session

- A. Pursuant to Government Code Section 54957 to consider the appointment of a Chief Executive Officer.
- B. Pursuant to Government Code Section 54957.6, meet with designated representatives Chairman Buffa, Vice Chairman Amante, and Directors Campbell, Cavecche, Pringle, and Winterbottom to discuss the compensation of the Chief Executive Officer.

33. Consideration of Appointment of a Chief Executive Officer

Chairman Peter Buffa

34. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, July 13, 2009**, at the OCTA Headquarters.



ORANGE COUNTY
TRANSPORTATION AUTHORITY

RESOLUTION

**DEPUTY TIMM PUSZTAI
AND FOOSE**

WHEREAS, the Orange County Transportation Authority recognizes and commends Deputy Tim Puzstai and his canine partner, "Foose"; and

WHEREAS, Deputy Puzstai and Foose have been assigned to Transit Police Services since July 2008 and are the first Explosive Canine Team assigned to the Orange County Transportation Authority. They are assigned to both Fixed Route and Right-of-Way operations. Deputy Puzstai and Foose are the foundation of OCTA's Visible Intermodal Protection Response Team; and

WHEREAS, Deputy Puzstai and Foose handle calls for service and routinely conduct patrol checks of transit centers, layover points, bus bases and inspections of OCTA facilities. Deputy Puzstai has been tasked with many assignments including creation of a Hazardous Material Response Guide for law enforcement, Threat Vulnerability Assessments for OCTA bus bases and rail stations and serves as the Terrorism Liaison Officer for Transit Police Services; and;

WHEREAS, Deputy Puzstai and Foose have assisted in a variety of emergency calls for OCTA including the arrest of an armed suspect who had threatened OCTA customers. Their quick response and actions prevented any customers from being harmed. Deputy Puzstai and Foose also assisted the Irvine Police Department in the apprehension of a robbery suspect who had possibly armed himself with a bomb and assisted the Santa Ana Police Department with a bomb threat at a local high school.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Deputy Timm Puzstai and his partner Foose as the Orange County Transportation Authority Transit Police Services Employees of the Quarter for June 2009; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Deputy Timm Puzstai and Foose's valued service to the Authority.

Dated: June 22, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

James S. Kenan, Interim CEO
Orange County Transportation Authority





ORANGE COUNTY
TRANSPORTATION AUTHORITY

RESOLUTION

LARRY GREWAL

WHEREAS, the Orange County Transportation Authority recognizes and commends Larry Grewal; and

WHEREAS, let it be known that Larry Grewal has been a principal player at the OCTA since 1976 and has performed his responsibilities as a Coach Operator in a professional, safe, courteous and reliable manner; and

WHEREAS, Larry has demonstrated that safety is paramount by achieving 31 years of safe driving and that his exceptional customer service ensures continued patronage for OCTA; and

WHEREAS, Larry Grewal has demonstrated his integrity by maintaining an exceptional attendance record. His dedication exemplifies the high standards set forth for Orange County Transportation Authority employees.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Larry Grewal as the Orange County Transportation Authority Coach Operator Employee of the Month for June, 2009; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Jack Larry Grewal's valued service to the Authority.

Dated: June 22, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

James S. Kenan, Interim CEO
Orange County Transportation Authority

OCTA Resolution No. 2009-036





ORANGE COUNTY
TRANSPORTATION AUTHORITY

RESOLUTION

Rita de Andrade

WHEREAS, the Orange County Transportation Authority recognizes and commends Rita de Andrade; and

WHEREAS, be it known that Rita de Andrade has performed her duties as an OCTA Health, Safety & Environmental Compliance Specialist for the Human Resources and Organizational Development Department with the highest level of professionalism and integrity in her stewardship of OCTA's occupational safety programs; and

WHEREAS, Rita's ability to build strong partnerships and trust across all OCTA divisions has led to highly successful safety programs that directly impact the well-being of employees, and thus the general public.

WHEREAS, Rita's in-depth knowledge of the broad array of safety programs allow her to provide an extremely high level of technical support and guidance to her customers, paired with an exceptional ability to identify problems and offer practical solutions result in low injury rates year after year; and

WHEREAS, Rita is expert in remedying safety issues that have negative impacts on the Transit Division as demonstrated recently in resolving safety specifications with powered industrial trucks for maintenance employees, and addressing complex indoor air quality issues for administrative employees.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Rita de Andrade as the Orange County Transportation Authority Administration Employee of the Month for June, 2009; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Rita de Andrade's valued service to the Authority.

Dated: June 22, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

James S. Kenan, Interim CEO
Orange County Transportation Authority

OCTA Resolution No. 2009-038





ORANGE COUNTY
TRANSPORTATION AUTHORITY

RESOLUTION

LEO DIZA

WHEREAS, the Orange County Transportation Authority recognizes and commends Leo Diza; and

WHEREAS, be it known that Leo Diza is a valued member of the Maintenance Department. Leo takes every opportunity to improve himself and become one of the most exceptional mechanics. His skills and superb "can do attitude" in performing all facets of vehicle maintenance have earned him the respect of all who work with him.

WHEREAS, Leo has consistently demonstrated a high level of achievement in providing our customers safe, clean, and ready vehicles at the Anaheim Base. His commitment to teamwork, standards of excellence and organizational pride make him a strong asset to the base.

WHEREAS, his dedication to his duties and desire to excel are duly noted, and he is recognized as an outstanding Authority employee.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Leo Diza as the Orange County Transportation Authority Maintenance Employee of the Month for June, 2009; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Leo Diza's valued service to the Authority.

Dated: June 22, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

James S. Kenan, Interim CEO
Orange County Transportation Authority


OCTA Resolution No. 2009-037





June 22, 2009

To: Members of the Board of Directors

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Measure M Taxpayers Oversight Committee New Member Recruitment and Lottery

Overview

Measure M, first approved by voters in 1990, and renewed again by voters in 2006, calls for an oversight committee to serve as a watchdog over the Program of Transportation Improvements. Each year, new members are recruited and selected to fill vacancies left by expired terms. The recruitment process has been completed for 2009 and a lottery must take place in public session to fill vacancies in the First, Second, Fourth, and Fifth supervisorial districts.

Recommendations

- A. Pursuant to the Measure M ordinances, conduct the lottery for final selection of new Measure M Taxpayers Oversight Committee members by drawing one name each representing the First, Second, Fourth, and Fifth supervisorial districts from the list of recommended finalists from the Grand Jurors Association of Orange County.
- B. Adopt Orange County Local Transportation Authority resolutions of appreciation nos. 2009-40 for James Kelly, 2009-41 for Gilbert Ishizu, 2009-42 for Narinder Mahal, and 2009-43 for Frederick von Coelin, members of the Taxpayers Oversight Committee whose terms have expired.

Background

A Measure M oversight committee is required by the Traffic Improvement and Growth Management Plan Ordinance No. 2 (M1) as well as Ordinance No. 3 (M2). The oversight committee is an independent committee representing all five supervisorial districts in the County and is responsible for ensuring the

transportation projects in Measure M are implemented according to the expenditure plan approved by the voters.

The original oversight committee, known as the Citizens Oversight Committee (COC) began meeting in 1991. M2 called for the COC to be transformed into the Taxpayers Oversight Committee (TOC). In 2007, the TOC took on the role of the COC and has essentially the same make-up and basic responsibilities. The 11-member committee has a balanced representation of all supervisorial districts, with 10 private citizens plus the Orange County Auditor-Controller. The TOC meets bimonthly to review progress on the implementation of the Measure M program.

Each year, as terms on the TOC come to an end, recruitment is conducted to fill vacancies. As outlined in the M1 Ordinance, the recruitment process is conducted by the Grand Jurors Association of Orange County (GJAOC). This organization acts as an independent body serving in the interest of Orange County citizens. In its role, the GJAOC appoints a five-member selection panel (GJAOC Selection Panel).

The GJAOC Selection Panel conducted the first COC application/recruitment program from August to October 1990. The first lottery took place on November 15, 1990, and the individuals chosen began meeting in January 1991, serving staggered one-year, two-year, or three-year terms. Following the same recruitment process, new members serving three-year terms have joined the committee each year, replacing outgoing members whose terms have expired.

Discussion

On June 30, 2009, the terms of four members of the TOC will expire. The membership roster is attached (Attachment A). The schedule for the recruitment process (Attachment B) for this year began in April to fill vacancies in the First, Second, Fourth, and Fifth supervisorial districts.

The GJAOC Selection Panel (Attachment C) concluded the recruitment process to fill the four vacant positions at the end of May. The GJAOC Selection Panel used a fact sheet/application form for recruitment purposes (Attachment D). Applications were distributed to approximately 4,000 persons in the First, Second, Fourth, and Fifth supervisorial districts by utilizing direct mail to listings in the Orange County Transportation Authority database. Advertisements were also placed in the *Los Angeles Times/Orange County Edition*, the *Orange County Register* and on their websites, as well as other

local newspapers. In addition, announcements were sent to city councils to announce and local organizations to include in their newsletters.

The members of the GJAOC Selection Panel screened nearly 85 applications from interested citizens. The GJAOC Selection Panel looked closely at each applicant's community service record as well as experience in community and transportation issues. The GJAOC Selection Panel considered each individual's ability to assess and analyze facts, desire to make the oversight committee a priority, involvement in community organizations, special skills or experience, and degree of knowledge of government. In addition, the M1 Ordinance prohibits elected or appointed officials from serving on the TOC. Finalists with potential conflicts have agreed to resign from their elected positions if selected.

Following an initial screening process, personal interviews were conducted by the GJAOC Selection Panel in an effort to gain as much insight as possible into the most qualified candidates.

The criteria listed in Policy Resolution No. 1, Section III, No. 3 of Ordinance No. 2, calls for a minimum of three and no more than five candidates to be recommended for each supervisorial district. The GJAOC Selection Panel is recommending 16 candidates for possible membership on the committee: three from the First District, five from the Second District, three from the Fourth District, and five from the Fifth District. The list of finalists is included as Attachment E.

At the June 22, 2009, Board of Directors meeting, the Chairman will select four persons by lottery to fill the vacant positions. The four new members will begin serving their terms in July 2009. Each representative will serve a three-year term.

During the lottery process, the first name drawn from each supervisorial district will be the selected committee member. The remaining names will be drawn from each supervisorial district to establish a contingency list. Should a vacancy occur, finalists would be called upon to serve on the committee in the order in which the names were drawn.

Resolutions for Outgoing Members

Participation on the TOC has been a three-year commitment. The volunteers who serve on the TOC provide expertise and insight resulting in thoughtful discussion regarding implementation and oversight of Measure M. In recognition of this contribution to the citizens of Orange County, adoption of

resolutions of appreciation is proposed for the following TOC members who have completed their terms: James Kelly – Fifth Supervisorial District, Gilbert Ishizu – Second Supervisorial District, Narinder Mahal – First Supervisorial District, and Frederick von Coelin – Fourth Supervisorial District (Attachment F).

Summary

The GJAOC Selection Panel has completed its recruitment for four open positions on the Measure M Taxpayers Oversight Committee for the First, Second, Fourth, and Fifth supervisorial districts. The GJAOC Selection Panel has submitted the names of eligible candidates for the 2009 lottery to fill the four positions. Four resolutions of appreciation for outgoing TOC members are included for Board of Directors' adoption.

Attachments

- A. Measure M Taxpayers Oversight Committee Members – July 1, 2008 through June 30, 2009
- B. Measure M Taxpayers Oversight Committee 2009 Recruitment Schedule Supervisorial Districts One, Two, Four, and Five
- C. Grand Jurors Association of Orange County – Taxpayers Oversight Committee Selection Panel 2009
- D. 2009 Measure M Taxpayers Oversight Committee Application
- E. Measure M Taxpayers Oversight Committee 2009 Finalists
- F. Resolutions of Appreciation to Outgoing Members

Prepared by:

Alice T. Rogan

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

Approved by:

Ellen S. Burton

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

MEASURE M
TAXPAYERS OVERSIGHT COMMITTEE MEMBERS
JULY 1, 2008 THROUGH JUNE 30, 2009

District	Name	Term	Expiration
1	Charles Smith	3 Years	2010
1	Narinder Mahal	2 years	2009
2	Howard Mirowitz	3 Years	2011
2	Gilbert Ishizu	3 Years	2009
3	Edgar Wylie	3 Years	2011
3	C. James Hillquist	2 Years	2010
4	Frederick von Coelin	3 Years	2009
4	Rose Coffin	3 years	2010
5	Richard Gann	3 years	2010
5	James Kelly	3 years	2009
	David Sundstrom, Auditor-Controller		

**Measure M Taxpayers Oversight Committee
2009 Recruitment Schedule
Supervisory Districts One, Two, Four, and Five**

Jan	20	Planning meeting with Selection Panel Chair
Feb/Mar		New contract approval
Apr	2	Mail applications to the OCTA database
Apr (week of)	1	Advertisement appears in local papers within the Second and Third supervisory districts
Apr (week of)	1	Press release distributed
Apr	1 & 5	Advertisement appears in the <i>Orange County L.A. Times</i> and the <i>Orange County Register</i> , Metro Section
Apr	19	Advertisement appears in the <i>Orange County Register</i>
May	1	Applications due
May	5	Reading of applications by Selection Panel
May	6-22	Selection Panel interviews candidates
May	26	Selection Panel submits list of finalists to OCTA
May	27-29	Legal review of conflict of interest
Jun	22	OCTA Chairman draws names

**GRAND JURORS ASSOCIATION OF ORANGE COUNTY
TAXPAYERS OVERSIGHT COMMITTEE
SELECTION PANEL
2009**

Glen Stroud (Chair)

Charlene Clark

Charlotte Fox

Joe Moreland

Rose Moreno

APPLY FOR THE 2009 MEASURE M TAXPAYERS OVERSIGHT COMMITTEE

RESIDENTS NEEDED FROM THE FIRST, SECOND, FOURTH AND FIFTH SUPERVISORIAL DISTRICTS

Measure M is the Transportation Ordinance and Plan approved first by Orange County voters in 1990 and renewed again by voters in 2006. The combined measures raise the sales tax in Orange County by one-half cent for a total period of 50 years to alleviate traffic congestion. This money is administered by the Orange County Transportation Authority (OCTA) and pays for specific voter-approved transportation projects for freeway improvements, local street and road improvements, and rail and transit programs specified in the Plan.

Measure M requires that an independent Taxpayers Oversight Committee ensure the integrity of the measure by acting as watchdog over the expenditures specified in the Transportation Ordinance and Plan.

The responsibilities of the 11-member Measure M Taxpayers Oversight Committee are to:

- Ensure all transportation revenue collected from Measure M is spent on the projects approved by the voters as part of the Plan;
- Ratify any changes in the Plan and recommend any major changes go back to the voters for approval;
- Participate in ensuring that all jurisdictions in Orange County conform with the requirements of Measure M before receipt of any tax monies for local projects;
- Hold annual public meetings regarding the expenditure and status of funds generated by Measure M;
- Review independent audits of issues regarding the Plan and performance of the Orange County Local Transportation Authority regarding the expenditure of Measure M sales tax monies.
- Annually certify whether Measure M funds have been spent in compliance with the Plan.

► HOW ARE MEMBERS CHOSEN?

Measure M Oversight Committee candidates are chosen by the Grand Jurors Association of Orange County (GJAOC), which has formed a five-member Taxpayers Oversight Committee Selection Panel to conduct an extensive recruitment program. The panel screens all applications, conducts interviews and recommends candidates for membership on the Taxpayers Oversight Committee. The GJAOC is made up of former grand jurors who have a continuing concern for good government and whose purpose is to promote public understanding of the functions and purpose of the grand jury. The GJAOC is a neutral body serving the interests of the citizens of Orange County.

Measure M Taxpayers Oversight Committee members represent each of the five Orange County Supervisorial Districts and have been meeting regularly since 1990. At this time, the GJAOC is conducting a recruitment to fill four vacancies with one representative from each of the First, Second, Fourth and Fifth supervisorial districts. The GJAOC will recommend as many as five finalists from each district. The new members are to be chosen by lottery at the June 22, 2009 meeting of the OCTA Board of Directors. The terms for the new committee members will begin July 1, 2009. The representatives will serve three-year terms which expire on June 30, 2012. This is a volunteer position and no monetary compensation will be paid to committee members. The Chairperson is the elected Auditor-Controller of Orange County. The Auditor-Controller's term coincides with his/her elected term.

► WHO CAN APPLY TO SERVE?

Any Orange County citizen 18 years or older may apply to serve on the Measure M Taxpayers Oversight Committee. Potential candidates will be reviewed on the basis of the following criteria:

1. Commitment and ability to participate in Taxpayers Oversight Committee meetings for a three-year term from July 1, 2009 to June 30, 2012. The Committee will maintain time and meeting requirements. The Committee currently meets bi-monthly.
2. Demonstrated interest and history of participation in community activities, with special emphasis on transportation-related activities.
3. Lack of conflict of interest with respect to the expenditure of the sales tax revenue generated by Measure M. All Taxpayers Oversight Committee members are required to sign a conflict of interest form when accepting appointment.
4. Elected or appointed city, district, county, state or federal officials are not eligible to serve.

DEADLINE FOR APPLICATION:

All applications **MUST** be received no later than **May 1, 2009**. For more information, call the GJAOC's Taxpayers Oversight Committee Selection Panel at (714) 970-9329. Please mail application to:

GJAOC's Measure M Taxpayers Oversight Committee
Selection Panel
P.O. Box 1154
Yorba Linda, CA 92885-1154

APPLICATION FOR MEASURE M TAXPAYERS OVERSIGHT COMMITTEE

PLEASE TYPE OR PRINT USING DARK INK. ADDITIONAL SHEETS MAY BE ATTACHED IF NEEDED.

Name (Mr. Ms. Mrs.) _____ Email _____
(circle one)

Business Address _____ City _____ Zip Code _____

Residence Address _____ City _____ Zip Code _____

Home Phone (_____) _____ Business Phone (_____) _____

Supervisory District Number _____ (Call Registrar of Voters at (714) 567-7586 to confirm your district.)

Are you presently employed? _____ not employed? _____ retired? _____

Present Occupation _____ Employer _____

Please state your ethnic origin (optional) _____

How long have you lived in Orange County? _____

Are you a citizen of the United States? Yes No

Are you a registered voter? Yes No

Are you related to, or closely associated with any elected official or public employee? Yes No

If yes, please state the nature of the association.

Have you ever been convicted of malfeasance in office, or of any felony? Yes No

If yes, please explain.

As a member of any profession or organization, or as a holder of any office, have you ever been suspended, disbarred, or otherwise disqualified? Yes No

If yes, please explain.

Do you personally have any past or pending issues related to development or transportation in any Orange County city? Yes No

If yes, please explain.

Are you currently serving with any organization in an elected or appointed capacity involved with planning or traffic matters? Yes No

If yes, please explain.

KEEP AN EYE ON YOUR TAX DOLLARS

Do you possess research abilities, including complex reading facility and capability to assess and analyze facts? Yes No

Are you able and willing to define and evaluate issues without expressing a personal bias? Yes No

While no specific time commitment is predetermined, are you willing to make a conscientious effort for a period of three years to give membership on this committee a priority and participate as necessary? Yes No

If you are presently active or have been active in the past five years in any organization, please give the organization name, nature of your activities and duties, and appropriate dates. (Attach sheet if necessary)

In what transportation-related activities have you been involved?

What do you know about Measure M?

What specialized skill or expertise would you bring to the Oversight Committee?

EDUCATIONAL BACKGROUND:

List highest grade completed, any degrees you hold and the college/university attended and date of graduation.

EMPLOYMENT BACKGROUND:

List employment history for the last five years, including positions and titles held.

How did you hear about the Taxpayers Oversight Committee?

APPLICATION FOR MEASURE M TAXPAYERS OVERSIGHT COMMITTEE

Why do you wish to be considered for membership on the Taxpayers Oversight Committee?

APPLICATION MUST BE RECEIVED BY MAY 1, 2009.

Please send completed application to:

GJAOC's Measure M Taxpayers Oversight Committee Selection Panel
P.O. Box 1154
Yorba Linda, CA 92885-1154

For more information call (714) 970-9329.

I hereby declare the information provided in this Application for the Measure M Oversight Committee is true, correct and complete to the best of my knowledge. I understand that my statements may be verified and I give permission to do so.

Date

Signature



Orange County Transportation Authority
550 South Main Street
PO Box 14184
Orange, CA 92863-1584

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**MEASURE M
TAXPAYERS OVERSIGHT COMMITTEE
2009 FINALISTS**

District 1

Name	City
Diana Hardy	Santa Ana
Vivian Kirkpatrick-Pilger	Westminster
Linda Rogers	Garden Grove

District 2

Name	City
R. Patrick Donnelly	La Palma
Anh-Tuan Le	Fountain Valley
Michael Schwarzmann	Costa Mesa
Craig Schaum	Huntington Beach

District 4

Name	City
Jennie Anderson	Fullerton
Craig S. Green	Placentia
Gregory A. Pate	Anaheim

District 5

Name	City
David Celestin	Laguna Niguel
Mabel Hill Garcia	Dana Point
James L. Kelly	Mission Viejo
Michael Recupero	San Juan Capistrano
Daniel L. Wiles	Rancho Santa Margarita

James Kelly

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of James Kelly to the successful implementation of Measure M to date; and

WHEREAS, be it known that James Kelly has served on the Measure M Citizens/Taxpayers Oversight Committee from July 2006 to June 2009;

WHEREAS, Mr. Kelly has served on the Measure M Citizens/Taxpayers Oversight Committee Audit Subcommittee for three years;

WHEREAS, Mr. Kelly enabled a smooth transition from the Citizens Oversight Committee to the Taxpayers Oversight Committee by taking the time to update the Committee Mission Statement and the Responsibilities, Operating Practices, Objectives and Procedures to conform with both Ordinance No. 2 and Ordinance No. 3.

WHEREAS, representing the citizens of Orange County and the Fifth Supervisorial District, Mr. Kelly displayed a keen perception and understanding of issues and the complexities of Measure M.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge and appreciate the dedicated efforts of Mr. Kelly and his willingness to give up many hours of his personal time to ensure the will of the voters and the integrity of Measure M is maintained.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**

Gilbert Ishizu

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of Gilbert Ishizu to the successful implementation of Measure M to date; and

WHEREAS, be it known that Gilbert Ishizu has served on the Measure M Citizens/Taxpayers Oversight Committee from 2006 to 2009;

WHEREAS, Mr. Ishizu has served on the Measure M Citizens/Taxpayers Oversight Committee Growth Management Subcommittee for three years;

WHEREAS, Mr. Ishizu also served as Chairman of the Measure M Citizens/Taxpayers Oversight Committee Growth Management Subcommittee for one year;

WHEREAS, Mr. Ishizu has acted in the best interest of the citizens of Orange County and the Second Supervisorial District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge and appreciate the dedicated efforts of Mr. Ishizu and his willingness to give up many hours of his personal time to ensure the will of the voters and the integrity of Measure M is maintained.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**

OCTA Resolution No. 2009-41

Narinder Mahal

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of Narinder Mahal to the successful implementation of Measure M to date; and

WHEREAS, be it known that Narinder Mahal has served on the Measure M Citizens/Taxpayers Oversight Committee from 2007 to 2009;

WHEREAS, Mr. Mahal has served on the Measure M Citizens/Taxpayers Oversight Committee Audit Subcommittee for two years;

WHEREAS, Mr. Mahal has acted in the best interest of the citizens of Orange County and the First Supervisorial District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge and appreciate the dedicated efforts of Mr. Mahal and his willingness to give up many hours of his personal time to ensure the will of the voters and the integrity of Measure M is maintained.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**

OCTA Resolution No. 2009-42

Frederick von Coelin

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of Frederick von Coelin to the successful implementation of Measure M to date; and

WHEREAS, be it known that Frederick von Coelin has served on the Measure M Citizens/Taxpayers Oversight Committee from 2006 to 2009;

WHEREAS, Mr. von Coelin has served on the Measure M Citizens/Taxpayers Oversight Committee Growth Management Subcommittee for three years;

WHEREAS, Mr. von Coelin has acted in the best interest of the citizens of Orange County and the Fourth Supervisorial District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge and appreciate the dedicated efforts of Mr. von Coelin and his willingness to give up many hours of his personal time to ensure the will of the voters and the integrity of Measure M is maintained.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**

OCTA Resolution No. 2009-43

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
June 8, 2009

Call to Order

The June 8, 2009, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Vice Chairman Amante at 9:05 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

Roll Call

Directors Present: Jerry Amante, Vice Chairman
Patricia Bates
Arthur C. Brown
Bill Campbell
Carolyn Cavecche
William J. Dalton
Richard Dixon
Paul Glaab
Cathy Green
Allan Mansoor
John Moorlach
Janet Nguyen
Chris Norby
Curt Pringle
Miguel Pulido
Gregory T. Winterbottom
Cindy Quon, Governor's Ex-Officio Member

Also Present: James S. Kenan, Interim 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: Peter Buffa, Chairman

Invocation

Director Campbell gave the invocation.

Pledge of Allegiance

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

Public Comments on Agenda Items

Vice Chairman Amante 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. Public Hearing on the Orange County Transportation Authority's Fiscal Year 2009-10 Budget

Interim Chief Executive Officer (CEO), James S. Kenan, provided opening comments on this year's budget development process, emphasizing the current economic climate as the basis for the necessary assumptions presented at this time.

Ken Phipps, Interim Executive Director of Finance and Administration, presented the proposed fiscal year 2009-10 budget, highlighting:

- The budget process and challenges;
- Budget by program;
- Revenues and expenditures;
- Challenges and assumptions for bus, freeway, 91 Express Lanes, rail, and motorist and taxi cab programs;
- The Personnel and Salary Resolution;
- Staff's recommendations.

Director Bates commented on the alternative fuel credit and recalled a letter was sent to the Orange County delegation regarding its continuance. Mr. Phipps stated that there is pending legislation, which at this time appears somewhat favorable, and a Support Position has been registered for that bill.

Director Bates suggested that the Board direct OCTA's federal lobbyists to make this a top legislative priority.

1. (Continued)

Vice Chairman Amante opened the Public Hearing portion of the meeting and inquired if anyone in the audience wished to provide public comment at this time. Hearing no requests to speak, a motion was made by Director Winterbottom, seconded by Director Green, and declared passed by those present, to close the Public Hearing.

Director Dixon commented that it might be a good idea for staff to contact the Southern California Association of Governments (SCAG) regarding the pass-through funds which normally go from federal government transportation funds through SCAG. In light of the budget problems at the state level, these funds could potentially be held up. He suggested staff try to get more details on that issue, as this could be a potential problem.

Director Brown stated that if the state takes the gas tax, this Board will be faced with another dilemma in that the return funds to the cities and county for road maintenance will be gone, and the maintenance of effort cannot be supported.

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

- A. Approve by resolution the Orange County Transportation Authority's Fiscal Year 2009-10 Budget.
- B. Approve changes to the Personnel and Salary Resolution.
- C. Authorize the purchasing agent to execute the software and hardware licensing, maintenance, and emergency support purchase orders and/or agreements.

2. Approval of September Service Change

Interim CEO, James S. Kenan, provided opening comments regarding the upcoming September service change and options which are presented as a result of the Board's direction to reduce revenue vehicle hours due to budget shortfalls.

Scott Holmes, Service Planning Manager, presented the options for the September service change and the ramifications of each, as well as an overview of feedback received during the public review process.

Mr. Holmes emphasized that there is a need to declare a fiscal emergency, which has resulted from the serious decline in bus operating revenue, and requested that the Board select one of the options presented at this time to provide staff with direction to undertake the work necessary to effect the changes.

Director Winterbottom confirmed with Mr. Homes that no routes are being eliminated through any of the proposed options.

2. (Continued)

Public comments were heard from:

Ann McClellan, resident of Santa Ana, stated that she is concerned about service cuts and what those will mean for herself and other employees in regard to getting to work on-time.

Anthony Kiminas, employee of the San Juan Capistrano School District, stated that he is involved in mobility training for the disabled community and is concerned for service cuts and the difficulties which will be imposed on those riders.

Erik St. Amant, representing the Dayle McIntosh Center, expressed his concern for people getting to work and back home if and when service hours are cut.

Jane Reifer, resident of Fullerton, expressed her concern regarding service cuts and urged the Board to retain Night Owl service.

Sandy Stiassni, resident of Fullerton, expressed his opinion that the cuts are an "anti-business solution" to the economic crisis.

Nick Brown, resident of Irvine and member of the Irvine Transitions Program, which supports disabled individuals with jobs. Mr. Brown stated that he opposes service cuts, is offering to help where possible, and requested geographic fairness be considered.

James Suazo, resident of Santa Ana, urged the Board to preserve the span and only reduce frequency as necessary.

Phil Bacerra, resident of Santa Ana, commented on a recent article by Chairman Buffa and the passing of Ralph B. Clark, who was instrumental in the creation of a public transportation system. He additionally requested consideration be given as to how to restore service in the future.

Monique Theriault, resident of Huntington Beach, commented that riding the bus helps the community environmentally. She encouraged the Board to not reduce people's options of availability of bus service for getting back and forth to jobs.

Chris Walsh, representing the OC Transit Advocates, stated that he feels there is no benefit to the cuts being considered at this time due to a potential impacts or "fall-out" to businesses.

Aysha Ruya Cohen, resident of Irvine, inquired as to where stimulus money will be spent and asked if it could be redirected to bus operations. Ms. Cohen also stated she is circulating a petition for the legislature to consider future allocations of money for transit.

2. (Continued)

Ken Schapp, representing the Dayle McIntosh Center, commented on how Title 49 and legal requirements impact the potential decisions regarding bus service reductions for ACCESS users.

Nidia Baker, resident of Anaheim and student at Cal State Fullerton, commented on the importance of the current span continuing to be available to insure arriving at locations on-time and encouraged the Board to make all the service cuts at one time, rather than incrementally.

Kyle Minnis, resident of Santa Ana, stated his concern for people being able to get to their job and/or school, then being able to return home if span is cut. He encouraged preserving span, and instead, make cuts in frequency as necessary.

Discussion followed, and a motion was made by Director Campbell, seconded by Director Dixon, and declared passed by those present, to:

- A. Find that the Orange County Transportation Authority has a fiscal emergency as defined by Public Resources Code section 21080.32(d)(2) caused by the failure of the Orange County Transportation Authority revenues to adequately fund agency programs and facilities and that bus service reductions of approximately 400,000 annualized vehicle service hours in fiscal year 2009-10 are required to implement necessary budget reductions.
- B. Adopt the "Annualized Revenue Vehicle Hours Reductions, Option C", except retain span times where eight (8) or more passengers are affected.
- C. Direct staff to return to the Board of Directors in 30 days with a proposed strategy for sizing of future reductions and arriving at budget requirements.
- D. Retain Night Owl service through the end of the calendar year, with exceptions as considered when staff returns with their report in 30 days.

Directors Green and Moorlach voted in opposition of this motion.

Director Nguyen was not present for this vote.

Consent Calendar (Items 3 through 19)

Vice Chairman Amante 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

3. Approval of Minutes

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of May 22, 2009.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

4. Adoption of Conflict of Interest Code by Incorporating Model Code Adopted by Fair Political Practices Commission, Including Future Amendments

Director Campbell pointed out a typographical error on Appendix A; he noted that "Interest" was misspelled.

With that correction noted, a motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to:

- A. Adopt Resolution 2009-35, incorporating by reference the standard model Conflict of Interest Code, including future amendments thereto, adopted by the FPPC as the Conflict of Interest Code for the Orange County Transportation Authority, including Appendices A and B in which members and employees are designated and disclosure categories are set forth.
- B. Direct the Clerk of the Board to distribute and monitor Statements of Economic Interests for Members and the Board of Directors, the Chief Executive Officer and certain designated employees, and file those statements with the Clerk of the Orange County Board of Supervisors by April 1 of each year.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

5. Draft 2009 State Route 91 Implementation Plan

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to approve the Draft 2009 State Route 91 Implementation Plan.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

6. Federal and State Programming Actions

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to:

- A. Approve reprogramming \$16.5 million in Congestion Mitigation and Air Quality funds to three projects: (1) increased Metrolink operations, (2) Bravo! operations, and (3) rail station improvements.
- B. Authorize the transfer of \$71.44 million in Proposition 1B Corridor Mobility Improvement Account funds from the Riverside Freeway (State Route 91) eastbound lane project to: (1) the Orange Freeway (State Route 57), Orangethorpe Avenue to Lambert Road, (2) the Orange Freeway (State Route 57), Katella Avenue to Lincoln Avenue project, and (3) the West County Connectors Project.
- C. Authorize staff to prepare and submit necessary programming documents including amendments to the Regional Transportation Improvement Program, to submit the Federal Transit Administration grant application, and to execute any necessary agreements to reflect the approved programming.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

7. State and Federal Programming Policies

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to approve the overall policy direction for programming of local, state, and federal funds with the exception of the Regional Surface Transportation Program and not modifying that policy at this time.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

8. Maintenance Services for the Orange County Transportation Authority's Operating Railroad Right-of-Way

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to:

- A. Cancel Request for Proposal 8-1129 for maintenance services for the Orange County Transportation Authority's operating railroad right-of-way, which the release of the request for proposal was approved by the Board of Directors on November 24, 2008.

8. (Continued)

- B. Authorize the Interim Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-3-0912 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., in an amount not to exceed \$600,000, and to extend the contract term through December 31, 2009.
- C. Direct staff to explore options for maintenance services for the operating railroad right-of-way in Orange County and return to the Board of Directors with alternatives for its consideration and direction.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

9. Annual Insurance Program Review

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

Directors Glaab, Nguyen, and Pulido were not present for this vote.

10. Third Quarter Fiscal Year 2008-09 Grant Status Report

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

Directors Glaab, Nguyen, and Pulido were not present for this vote.

11. Fiscal Year 2008-09 Third Quarter Budget Status Report

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to receive and file this as an informational item.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

12. Resolution to Establish the Orange County Transportation Authority General Fund Appropriations Limitation for Fiscal Year 2009-10

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to adopt Orange County Transportation Authority Resolution No. 2009-30 to establish the Orange County Transportation Authority General Fund appropriations limit at \$8,378,151 for fiscal year 2009-10.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

13. Revenue Room Closure

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to receive and file this as an informational item.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

14. State Route 91 Advisory Committee Operation Policy and Procedures

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to approve the State Route 91 Advisory Committee Operation Policy and Procedures.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

Orange County Local Transportation Authority Consent Calendar Matters

15. Amendment to Agreement for Additional Design and Construction Support Services for the Placentia Avenue Railroad Grade Separation Project

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to authorize the Interim Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-8-0961 with MTK, Inc., in an amount not to exceed \$670,446, for additional design and construction support services for the Placentia Avenue railroad grade separation project.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

16. Cooperative Agreements with the Cities of Placentia, Anaheim, and Fullerton for the Railroad Grade Separation Projects

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to:

A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0412 with the City of Placentia, in an amount not to exceed \$537,500, for traffic management planning, environmental re-evaluation, project support, and police services for the railroad grade separation projects located at Placentia Avenue, Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue.

B. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0413 with the City of Anaheim, in an amount not to exceed \$370,000, for traffic management planning, project support, and police services for the railroad grade separation projects located at Kraemer Boulevard, Orangethorpe Avenue, Tustin Avenue/Rose Drive, and Lakeview Avenue.

16. (Continued)

- C. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0414 with the City of Fullerton, in an amount not to exceed \$92,500, for traffic management planning, project support, and police services for the railroad grade separation project located at Placentia Avenue.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

17. Resolution to Establish the Orange County Local Transportation Authority / Measure M Appropriations Limitation for Fiscal Year 2009-10

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to adopt Orange County Local Transportation Authority/Measure M Resolution No. 2009-31 to establish the Orange County Local Transportation Authority/Measure M appropriations limit at \$1,270,952,900 for fiscal year 2009-10.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

18. Selection of a Consultant for Preparation of a Project Study Report/Project Development Support for the Santa Ana Freeway (Interstate 5)/Avenida Pico Interchange

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to:

- A. Select RMC, Inc., as the highest qualified firm to prepare the project study report for the Santa Ana Freeway (Interstate 5)/Avenida Pico interchange improvements.
- B. Authorize the Interim Chief Executive Officer to request a cost proposal from RMC, Inc., and negotiate an agreement for services.
- C. Authorize the Interim Chief Executive Officer to execute the final agreement.

Director Bates abstained from voting on this item.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

Orange County Transit District Consent Calendar Matter

19. Agreement for Heating, Ventilation, and Air Conditioning Replacement at the Irvine Sand Canyon Bus Base Maintenance Building

A motion was made by Director Pringle, seconded by Director Dixon, and declared passed by those present, to authorize the Interim Chief Executive Officer to execute Agreement No. C-9-0281 between the Orange County Transportation Authority and Pardess Air, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$285,000, for heating, ventilation, and air conditioning replacement at the Irvine Sand Canyon Bus Base maintenance building.

Directors Glaab, Nguyen, and Pulido were not present for this vote.

Regular Calendar

Orange County Local Transportation Authority Regular Calendar

20. Amendment to Cooperative Agreements with the California Department of Transportation for the Riverside Freeway (State Route 91) Eastbound Project

Director Quon presented this item, stating that this project is currently being advertised with a bid opening schedule for July 30, 2009, with construction expected to begin early this summer.

Director Campbell observed that part of the problem on this agreement is that Caltrans seems to have real-time budgeting or costing, and asked if they will be changing their system to become more efficient.

Director Quon responded that Caltrans is working with an accounting system that is over 50 years old. She said that as far as managing the budget costs, the increase is due to the acceleration of the project and the extensive geotechnical information, as well as the imminent domain process involved.

Director Campbell noted that \$924,000 will be spent for right-of-way capital and yet \$750,000 has been spent for support, which seems out of line in terms of cost for support versus what was received. Director Campbell inquired as to how so many hours could have been logged for that support.

Director Quon responded that the right-of-way capital is relatively small because Caltrans is acquiring a construction easement and various access easements with a one-fee property which is being acquired for the lane addition; the support cost is extensive due to all the utility relocations as the project begins. The preliminary assessment was that no utilities were to be impacted, but there are now extensive negotiations with the railroad company, AT&T, ARCO Oil Supply, and Metropolitan Water.

20. (Continued)

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

- A. Approve Amendment No. 1 to Cooperative Agreement No. C-7-1151 to add \$1.3 million to pay for additional final design services provided by the California Department of Transportation on the Riverside Freeway (State Route 91) Eastbound Project.
- B. Approve Amendment No. 2 to Cooperative Agreement No. C-7-1152 to add \$350,000 to pay for additional right-of-way acquisition services provided by the California Department of Transportation for the Riverside Freeway (State Route 91) Eastbound Project.

Discussion Items

21. Anaheim Regional Transportation Intermodal Center Update

This item was continued to the June 22, 2009, Board meeting.

22. Public Comments

At this time, Vice Chairman Amante 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.

Kyle Minnis, resident of Santa Ana, stated that it was his understanding that staff would return to this meeting with what an adjusted bus fare would need to be to cover the \$33 million shortfall, and asked if that number was available.

Vice Chairman Amante responded that even if OCTA were to double the current fare, it would result in diminishing returns as more ridership would be lost. Therefore, less than half of what needs to be recovered would not be attainable.

23. Interim Chief Executive Officer's Report

Interim CEO, James S. Kenan, reported that today is Deputy Chief Executive Officer, Paul Taylor's, last day as he departs for Los Angeles Metropolitan Transportation Authority.

Several Board Members extended their comments of appreciation for Mr. Taylor's service and extended their best wishes to him in his new position in Los Angeles.

Mr. Kenan reported:

- The New York Bond Rating trip is underway and will continue through the rest of this week;

23. (Continued)

- The Orange County Council of Governments and OCTA staff will host a technical workshop on the Southern California Association of Governments' (SCAG) conceptual land-use scenario for Orange County; SCAG will be at OCTA to answer questions at this workshop;
- The California Transportation Commission (CTC), at their meeting this week, guidelines for Senate Bill 4, the public-private partnership and design-build legislation will be available for discussion.

24. Directors' Reports

Director Dixon stated that he felt a point of discussion at the CTC meeting should be the issue of impacts which the budget problems will have on projects and the region's air conformity. He also said that a discussion should take place on budget issues – the pass-through funds from the federal government – and the agreement the federal government has with Metropolitan Transportation Organizations.

25. Closed Session

A Closed Session was held pursuant to Government Code Section 54956.9(a) to discuss Avery, et al v. Orange County Transportation Authority, et al; OCSC No. 07CC0004.

Directors Glaab, Green, Nguyen, Norby, and Pulido were not present for the Closed Session.

26. Adjournment

The meeting adjourned at 12:25 p.m. in the memory of Ralph B. Clark, four-term County Supervisor and 12-time Chairman of the Orange County Transit District. Mr. Clark passed away over the week-end at the age of 92 and is credited with being the "Godfather of Orange County Public Transportation", among his other many achievements during office.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, June 22, 2009**, at the OCTA Headquarters.

ATTEST

Wendy Knowles
Clerk of the Board

Jerry Amante
OCTA Vice Chairman



MEMO

June 17, 2009


To: Members of the Board of Directors
From: ^{WK} 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.



June 18, 2009

To: Legislative and Communications Committee 
From: James S. Kenan, Interim Chief Executive Officer
Subject: Schedule for the Preparation of the 2010 State and Federal Legislative Platforms

Overview

The Orange County Transportation Authority is preparing the legislative platforms in advance of the 2010 sessions of the California Legislature and United States Congress. As a listing of objectives and issue positions, the legislative platforms provide general direction to staff and legislative representatives in Sacramento and Washington, D.C.

Recommendation

Approve the preparation plan and timeline for the State and Federal Legislative platforms.

Discussion

Annually, Orange County Transportation Authority (OCTA) staff collects legislative ideas from interested parties within Orange County, subsequently evaluating and consolidating suggestions and strategies into a framework document to guide OCTA's state and federal legislative activities for the upcoming year. These documents are initially submitted as drafts and then in final form to the Board of Directors (Board) for adoption. In addition to adoption of the 2010 State and Federal Legislative platforms, OCTA staff will pursue input from the Board on particular items to guide in preparation of advocacy positions and responses.

The OCTA State and Federal Legislative platforms provide guidance on state and federal statutory, regulatory, and administrative policies for staff and its legislative advocates to pursue in the subsequent year. Timely adoption of the platforms allows time to draft bill language, find bill authors, introduce legislation, recommend advocacy positions on bills, as well as to develop support for OCTA projects and funding requests.

In gathering ideas and information for potential legislative needs in 2010, State and Federal Relations departments staff will seek suggestions from Board Members; OCTA division directors and department managers; regional and state transportation agencies, associations, and interest groups; cities; the County of Orange; various parties in the public and private sectors; OCTA advisory groups; and users of OCTA services. Advice will be sought from members of the Orange County legislative delegations and their staffs.

Once legislative ideas are collected, staff will formulate the Draft 2010 State and Federal Legislative platforms. Subsequently, these documents will be reviewed by legislative advocates, legal counsel, and members of the Legislative and Communications Committee. After extensive circulation and revision, final Board adoption will be sought. The State Legislative Platform will be presented for final adoption at the OCTA Board meeting on November 10, 2009.

On November 24, 2008, the OCTA Board of Directors adopted the 2009 State Legislative Platform and on January 26, 2009, the OCTA Board of Directors adopted the 2009 Federal Legislative Platform. Copies of these are included as Attachments C and D for your information.

Summary

The proposed timeline and process for the preparation of the 2010 State and Federal Legislative platforms are presented for approval.

Attachments

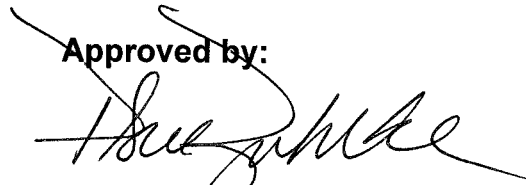
- A. Schedule for Preparation of Orange County Transportation Authority 2010 State Legislative Platform
- B. Schedule for Preparation of Orange County Transportation Authority 2010 Federal Legislative Platform
- C. Orange County Transportation Authority 2009 State Legislative Platform
- D. Orange County Transportation Authority 2009 Federal Legislative Platform

Prepared by:



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

Approved by:



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

**Schedule for Preparation of
Orange County Transportation Authority
2010 State Legislative Platform**

Proposed Action	Target Date
Provide schedule and preparation process to the members of the Legislative and Communications (L&C) Committee, followed by the Board of Directors.	June 18, 2009 June 22, 2009
Receive requests for legislative suggestions from the Board of Directors, OCTA staff, OCTA standing committees, Orange County legislative delegations, transportation agencies and associations, Orange County organizations, and interested members of the public.	August 28, 2009
Present preliminary draft of 2010 State Legislative Platform to L&C Committee and the Board of Directors. Circulate and receive comments from staff, legislative advocates, legal counsel, and Board Members. Revise platform based on input.	September 17, 2009 September 28, 2009
Comments due back.	October 16, 2009
Present draft 2010 State Legislative Platform to L&C Committee for recommendation to the Board of Directors.	November 5, 2009
Present draft 2010 State Legislative Platform to Board of Directors for adoption.	November 9, 2009
Distribute adopted 2010 State Legislative Platform.	December 31, 2009

* Dates subject to change based on direction from the Board or modified meeting dates.

**Schedule for Preparation of
Orange County Transportation Authority
2010 Federal Legislative Platform**

Proposed Action	Target Date
Provide schedule and preparation process to the members of the Legislative and Communications (L&C) Committee, followed by the Board of Directors.	June 18, 2009 June 22 2008
Receive requests for legislative suggestions from the Board of Directors, OCTA staff, OCTA standing committees, Orange County legislative delegations, transportation agencies and associations, Orange County organizations, and interested members of the public.	August 28, 2009
Present preliminary draft of 2010 Federal Legislative platform to L&C Committee and the Board of Directors. Circulate and receive comments from staff, legislative advocates, legal counsel, and Board Members. Revise platform based on input.	September 17, 2009 September 28, 2009
Comments due back.	October 16, 2009
Present draft 2010 Federal Legislative Platform to L&C Committee for recommendation to the Board of Directors.	November 5, 2009
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2009

State Legislative Platform



Orange County Transportation Authority

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The 2009 State Legislative Platform serves as a framework document to guide the Orange County Transportation Authority's (OCTA) state legislative, regulatory, and administrative activities in the coming year. The Key Transportation Policy Issues section briefly describes the issues that are anticipated to be the major focus of the upcoming legislative session and offers guiding policy direction for those issues. The later sections present guiding policy statements for other major issue areas that may arise during the year.

Although this document generally serves to guide legislative activities and recommendations, positions on individual items will be brought to the Board of Directors for formal action.

Key Transportation Policy Issues in 2009

A number of significant transportation issues are expected to be discussed in the 2009 legislative session. A few of these key issues are highlighted in this section including: Transportation Funding, Goods Movement, Infrastructure Bonds, and AB 32 Implementation.

In order to better understand how resources are anticipated to be allocated during the 2009 legislative session, each issue in the Key Transportation Issues section is designated with a "Lobbying Action Level." The level is derived from the expected impact the issue could have on the OCTA, the context in which the issue is moving forward, and the amount of resources that are expected to be devoted to the issue in pursuit of the objective.

A "Lobbying Action Level - High" designation means that all resources and actions necessary will be devoted to this particular issue due not only to the direct, significant, or long-term impacts that the outcome poses to OCTA, but also priority items

of the OCTA Board of Directors (Board). A strategically targeted, comprehensive array of actions will be taken in addition to those used for other Lobbying Action Levels.

A "Lobbying Action Level - Medium" designation means that a full range of resources will be explored for the particular issue depending on the current status. Such actions could include formal correspondence and personal involvement of staff or Board Members through the legislative process.

A "Lobbying Action Level - Low" designation means that a smaller amount of resources will be devoted to the issue due to the low level of activity anticipated for that particular item. These issues will be monitored for potential amendments which increase the issue's significance and warrant a higher level of activity.

Transportation Funding

California's fiscal year (FY) 2008-2009 budget diverts an estimated \$1.7 billion from the Public Transportation Account (PTA) to cover General Fund expenditures. Funds derived from the PTA are used for transit capital improvement projects and public transit operational expenses. The ongoing state budget deficit has led to the Legislature diverting significant sums of transportation dollars to balance the state's fiscal deficiencies. This year's diversion will cause public transit agencies throughout the State to consider making serious cuts to transportation projects and/or reducing services. Two of the most strongly debated funding sources at the state level are "spillover" and Proposition 42.

"Spillover" revenue is generated through a calculation of the difference between a portion of the state sales tax on all goods and the sales tax on gasoline. "Spillover" revenue is required by statute to be deposited into the PTA to cover

public transit expenditures, but has historically been largely diverted to non public transportation purposes. A significant amount of this year's \$1.7 billion transportation funding diversion came from "spillover." The FY 2007-2008 state budget permanently redirected 50 percent of "spillover" revenue annually to cover General Fund expenditures. The remaining "spillover" revenues were to be distributed in the following manner: two-thirds to be distributed to the State Transit Assistance Fund and one-third to be distributed into the PTA. However, in the signing message for this measure, the Governor indicated that such statutory protection must be evaluated on a year-to-year basis, leaving open the possibility of additional funds being diverted in future years. Fulfilling this forecast, the FY 2008-2009 diverted all \$1.427 billion in spillover funding to pay for General Fund expenditures.

Passed in 2002, Proposition 42 requires the transfer of the state sales tax on gasoline from the General Fund to the Transportation Investment Fund to fund transportation improvements around the state. In 2006, California voters passed Proposition 1A which closed the "loop-hole" in Proposition 42 by only permitting loans to the General Fund, rather than full or partial suspensions. These loans would be required to be repaid with interest within three years. The FY 2008-2009 state budget fully funds Proposition 42, which is projected to generate \$1.3 billion for transportation projects statewide. Additionally, \$83 million from the "spillover" diversion was used to repay past Proposition 42 suspensions to provide General Fund relief. However, with the ongoing state budget shortfalls, Proposition 42 could be vulnerable in 2009.

In 2009, OCTA will continue to:

- a) Oppose efforts to divert transportation revenue sources to be used for General

Fund expenditures.

Lobbying Action Level High

- b) Oppose the diversion of various transportation revenue sources to be allocated towards Proposition 42 repayments or future repayment of general fund obligation bonds.

Lobbying Action Level High

- c) Support the expedited repayment of all Proposition 42 loans.

Lobbying Action Level Medium

Infrastructure Bond Implementation

In 2006, voters approved a \$39 billion infrastructure bond package constituting the single largest investment in state infrastructure in decades. Specifically, Proposition 1B allocates over \$19 billion for transportation purposes with several programs being subject to implementing legislation. The FY 2008-2009 State Budget included trailer bill language that allocated funding for or created the structure to implement Proposition 1B programs such as Local Streets and Roads; Public Transportation Modernization, Improvement, and Service Enhancement Account; State Transportation Improvement Program (STIP); Corridor Mobility Improvement Account; State Highway Operations and Protection Program (SHOPP); State-Local Partnership Program; Trade Corridor Improvement Fund; Transit System Safety, Security, and Disaster Response Account; and others. OCTA is actively involved in the implementation of these programs and will continue to monitor the implementation for potential changes, supporting efforts to optimize funding for Orange County projects.

In 2009, OCTA will:

- a) Support the continued implementation of Proposition 1B programs that benefit Orange County projects.

Lobbying Action Level High

- b) Support legislation that enables faster, more efficient delivery of Proposition 1B projects in Orange County.

Lobbying Action Level High

AB 32 Implementation

AB 32 - the Global Warming Solutions Act of 2006 (Chapter 488, Statutes of 2006), creates landmark greenhouse gas emission reduction requirements by setting the overall state goal of restoring emissions to 1990 levels by the year 2020. The California Air Resources Board (CARB), as the lead agency in the implementation of AB 32, is to work collaboratively with other agencies and stakeholders to create regulations that are both technologically feasible and cost-effective. CARB has been directed to use a combination of both market-based compliance measures as well as traditional regulatory measures in carrying out this task.

By January 1, 2009, CARB is to adopt a Scoping Plan that will outline all measures to be used to achieve the aggressive goals outlined in AB 32. These measures, in turn, must be enforceable by January 2012. Many different sectors will be affected by these regulations, including the transportation industry. In order to ensure that regulations are adopted which both help meet emission reduction targets and encourage the development of necessary infrastructure to meet the needs of California's growing population, in 2009 OCTA will:

- a) Support efforts to ensure local flexibility in meeting the goals of AB 32, that maintain local decision making authority.
Lobbying Action Level High
- b) Support efforts to clarify a programmatic approach should be used to analyze greenhouse gas emissions for transportation projects under the California Environmental

Quality Act (CEQA).

Lobbying Action Level High

- c) Oppose legislation seeking to accelerate the implementation of AB 32 prior to thorough analysis by CARB and an appropriate opportunity for public notice and comment.
Lobbying Action Level High
- d) Oppose efforts to link or reprioritize local and state transportation funding through AB 32.
Lobbying Action Level High
- e) Support incentive-based compliance measures rather than punitive policies.
Lobbying Action Level High
- f) Support efforts to prevent pre-emptive litigation under CEQA before the necessary guidelines are established.
Lobbying Action Level Medium
- g) Support efforts to provide secure transit funding for capital and operating expenses to assist in meeting AB 32 goals.
Lobbying Action Level Medium
- h) Support efforts to ensure the availability of proven technology and adequate funding prior to the implementation of zero emission bus regulations.
Lobbying Action Level Medium
- i) Support efforts to allow for third-party independent review of the short- and long-term economic costs associated with the implementation of AB 32.
Lobbying Action Level Medium
- j) Oppose efforts to create regulations that are not currently economically practicable or technologically feasible.
Lobbying Action Level Medium
- k) Oppose efforts to create new oversight provisions under CEQA for entities not previously granted such authority.
Lobbying Action Level Medium
- l) Support efforts at inter-agency collaboration

to prevent piecemeal regulation.

Lobbying Action Level Low

- m) Support the creation of grant programs to assist with compliance of the adopted regulations.

Lobbying Action Level Low

Goods Movement

The movement of goods to and from the ports of Los Angeles and Long Beach (POLA/LB) has been a major contributor to traffic congestion on Orange County highways, streets, and roads. An estimated 43 percent of all United States (U.S.) container traffic and 54 percent of U.S./Asian containerized trade is handled by the port complex of POLA/LB, making them the fifth largest port complex in the world. Most significantly, 50 to 70 percent of the freight coming through POLA/LB is destined for locations outside of the Southern California region.

This trade volume is expected to dramatically increase in the next 20 years. This industry supports one out of every seven jobs in the state, contributing more than \$200 billion per year to the state's economy, including more than \$16 billion in tax revenues to state and local government. An estimated 700,000 jobs in the logistics industry (e.g., trucking, railroads, and warehousing) are directly related to freight movement in Southern California, with nearly 107,000 of these jobs being located in Orange County.

Current revenue streams are not sufficient to fund the projects needed to offset the costs of moving these goods. Additionally, existing state and local infrastructure is unable to handle the increasing demands placed on it by the growth in goods moving through Southern California.

The need for significant investment in the goods movement system has prompted the inclusion of \$3.1 billion for goods movement and port security infrastructure in Proposition 1B, approved by the voters in 2006.

In March of 2007, the Board adopted a Goods Movement Policy intended to guide OCTA decisions regarding goods movement. Further, in July of 2007, the Board adopted Principles for a Container Fee Program, which are intended to guide negotiations and analysis of either a voluntary or mandatory container fee program. OCTA will use these two policies to evaluate any state legislative proposals regarding goods movement.

In 2009, OCTA's advocacy efforts in this regard will emphasize the following:

- a) Ensure that public control of goods movement infrastructure projects is retained at the local level.
Lobbying Action Level High
- b) Seek mitigation for the impacts of goods movement on local communities.
Lobbying Action Level High
- c) Pursue new sources of funding for goods movement infrastructure.
Lobbying Action Level High
- d) Continue to work with local, regional, state, and federal entities, as well as with the private sector, to develop and implement needed infrastructure projects.
Lobbying Action Level Medium

Foothill-South Toll Road (State Route 241) Extension

With an estimated 320,000 daily trips, Orange County's toll road system is widely used by Southern California drivers. As the population continues to grow, the number of commuters increases, drive-times become exacerbated, and the demand for traffic congestion relief becomes greater. The Transportation Corridor Agencies (TCA) plans to extend the State Route 241 (SR-241) toll road through southern Orange County to the Orange/San Diego County line, which would provide substantial relief to the County's freeway system.

In 2009 OCTA will:

- a) Support the Transportation Corridor Agencies' Foothill-South Toll Road Extension Plan to connect SR-241 to Interstate 5 in South Orange County.

Lobbying Action Level High

Sponsored Legislation

Each year, OCTA may consider sponsoring legislation to clarify or address various transportation policy areas that require additional attention. This year, the following major initiatives will be emphasized as sponsor bills:

- a) Sponsor legislation that will clarify that a programmatic approach is to be taken when analyzing greenhouse gas emissions for transportation projects under CEQA.

Lobbying Action Level High

- b) Sponsor legislation that facilitates local flexibility and coordination in the development of the Los Angeles – San Diego Rail Corridor Agency (LOSSAN) corridor.

Lobbying Action Level High

I. STATE BUDGET

With continued state budget deficits, OCTA remains concerned about the status of transportation funding in California. Transportation loans, transfers, and suspensions totaling over \$6 billion in the last seven years have exacerbated the existing demand for transportation investment in California. In fact, the CTC has identified over \$120 billion in unfunded rehabilitation needs alone on California's highways, local streets and roads, and public transit over the next decade.

Consequently, OCTA will be alert to the further erosion of state funding, as well as state attempts to shift their costs to local entities or to secure a larger state share of federal transportation funding.

Key actions by OCTA will include:

- a) Oppose further loans from state highway and transit accounts to the state General Fund, deferral of existing loan repayment provisions, taking of "spillover" revenue from the Public Transportation Account, or relaxation of payback with interest provisions.
- b) Oppose unfunded mandates for transportation agencies and local governments in providing transportation improvements and services.
- c) Oppose cost shifts or changes in responsibility for projects funded by the state to the local transportation entities.
- d) Oppose the diversion of OCTA's share of state highway and transit funding for alternative purposes.
- e) Support legislation to treat the property tax of single-county transit districts the same as multi-county districts and correct other Educational Revenue Augmentation Fund (ERAF) inequities between like agencies.
- f) Seek additional funding for paratransit operations, including service for persons with disabilities and senior citizens.
- g) Support the constitutional protection of all transportation funding resources.

II. STATE/LOCAL FISCAL REFORMS AND ISSUES

As California's budget challenges continue, uncertainties over potential future structural changes remain. OCTA is concerned that local agencies will be impacted as the Legislature and Administration attempt to erase the budget deficit and repay loans coming due in the next few years.

Therefore, OCTA will:

- a) Oppose efforts to reduce local prerogative over regional program funds.

- b) Oppose levying any new and/or increase in gasoline sales taxes or user fees unless a direct nexus exists between revenues and transportation projects and the additional revenues are controlled by the county transportation commission.
- c) Oppose efforts to increase the one and one-half percent cap on administrative fees charged by the Board of Equalization on the collection of local sales taxes measures.
- d) Oppose efforts to redirect Proposition 116 funds outside of the county/region approved by the voters upon passage of the initiative.
- e) Oppose efforts to transfer traditional federal funding sources from local agencies to the state and support equitable distribution of new federal funding programs in the state implementation legislation for the federal surface transportation act.
- f) Support legislation protecting or expanding local decision-making in programming expenditures of transportation funds.
- g) Support efforts to ease or simplify local matching requirements for state and federal grants and programs.
- h) Support the retention of existing local revenue sources.
- i) Support legislation to protect the flexibility of federal aid highway funds by requiring state compliance with federal highway safety requirements.
- j) Support flexibility for obligating regional federal transportation funds through interim exchange instead of loss of the funds by the local agency.
- k) Support increased flexibility in state guidelines related to the use of state highway funds for soundwalls.

III. STATE TRANSPORTATION IMPROVEMENT PROGRAM STREAMLINING

The STIP, substantially amended by SB 45 (Chapter 622, Statutes of 1997), is a programming document that establishes the funding priorities and project commitments for transportation capital improvements in California. The STIP was traditionally funded from the State Highway Account (SHA), but is increasingly only funded by Proposition 42 funds.

SB 45 placed decision-making closest to the problem by providing project selection for 75 percent of the funding in the Regional Transportation Improvement Program (RTIP). This funding is distributed to counties based on an allocation formula. The remaining 25 percent of the funds is programmed by Caltrans in the Interregional Transportation Improvement Program (ITIP).

Key provisions to be sought by OCTA include:

- a) Support legislation that maintains equitable "return to source" allocations of transportation tax revenues, such as updating north/south formula distribution of county shares and ITIP allocations.
- b) Support legislation to clarify that programming of county shares has priority over advancement of future county shares.
- c) Support maintaining the current STIP formula, which provides 75 percent of the STIP funding to the locally nominated RTIP and 25 percent to the ITIP Program.
- d) Support a formula based guaranteed disbursement of the ITIP.
- e) Support removing the barriers for funding transportation projects including allowing local agencies to advance projects with local funds when state funds are unavailable due to budgetary reasons, and allowing regions to pool federal,

state, and local funds in order to limit lengthy amendment processes and streamline project delivery time.

- f) Support legislation to involve county transportation commissions in development and prioritization of SHOPP projects.

IV. TRANSIT PROGRAMS

In 2005, OCTA was recognized by the American Public Transportation Association as the "Outstanding Public Transportation System of the Year." OCTA's legislative efforts in 2009 will focus on allowing the agency to continue to provide the reliable, safe, and efficient bus service on which riders have come to rely.

To that end, OCTA will focus on the following:

- a) Oppose unfunded transit mandates that may occur as part of California's Olmstead Plan, which encourages independence in the disabled community.
- b) Support legislation to encourage the interoperability of smart card technology within California.
- c) Support legislation to limit the liability of transit districts for the location of bus stops (*Bonanno v. Central Contra Costa Transit Authority*).
- d) Support the siting of transit oriented development projects (i.e. authorize extra credit towards housing element requirements for these developments), including incentives for development.
- e) Support additional funding for paratransit operations, including service for persons with disabilities and senior citizens.
- f) Support legislation aligning administration rules, farebox recovery requirements, and various exclusions provided for under the State Transit Assistance program with the Transportation Development Act.

V. ROADS AND HIGHWAYS

OCTA's commitment to continuously improve mobility in Orange County is reflected through a dynamic involvement in such innovative highway endeavors as the ownership of the 91 Express Lanes and the use of design-build authority on the Garden Grove Freeway (State Route 22) project. OCTA will continue to seek new and innovative ways to deliver road and highway projects to the residents of Orange County and to that end, in 2009, OCTA will focus on the following:

- a) Oppose efforts to create a conservancy that would inhibit the delivery of transportation projects under study or being implemented in the region.
- b) Support administrative policy changes to lower the oversight fee charged by Caltrans to ensure that project support costs are equivalent whether the project is administered by Caltrans or a local agency.
- c) Support improvements in major trade gateways in California to facilitate the movement of intrastate, interstate, and international trade beneficial to the state's economy.
- d) Support streamlining of the Caltrans review process for projects, simplification of processes, and reduction of red tape, without compromising environmental safeguards.
- e) Support customer privacy rights while maintaining OCTA's ability to effectively communicate with customers and operate the 91 Express Lanes.
- f) Support the use of new technology to enhance toll agency enforcement efforts.
- g) Work with Caltrans to ensure design specifications for bridges are free from defect.
- h) Seek cooperation from the state, the county, cities, and other local jurisdictions to

implement street signal coordination, prioritization, preemption, and use of intelligent transportation system measures.

- i) Work with Caltrans to further improve street signal coordination by permitting the coordination of on-and off-ramp signals with local street signal synchronization efforts.
- j) Continue to work with Caltrans and regional agencies on expanding utilization of continuous access of High Occupancy Vehicle (HOV) lanes.
- k) Monitor efforts to increase fines for HOV lane violations, and if implemented, ensure fines are dedicated to enforcement purposes.
- l) Support studying the policies, funding options, and need for rail/highway grade separations including any impact on existing state highway and transit funding sources.
- m) Support legislation authorizing the use of design-build for transportation infrastructure without limiting the type of funding that can be used on the projects.
- n) Support the use of performance based infrastructure that increases highway capacity without limiting the ability to improve public facilities and that maintains local authority and flexibility in decision making.
- o) Cooperate with the Riverside County Transportation Commission on the extension of the existing 91 Express Lanes into Riverside County.
- p) Support methods to address toll violations due to the absence of license plates, the use of temporary plates, or protected plates.

VI. RAIL PROGRAMS

Metrolink is Southern California's commuter rail system that links residential communities to employment and activity centers. In 2008, Metrolink celebrated its 14th anniversary of operation in Orange County. Orange County is served by three routes: the Orange County Line, the Inland Empire-Orange County Line, and the 91 Line.

Currently, OCTA administers 68 miles of track that carry more than 4 million passengers per year. OCTA's Metrolink capital budget is funded through a combination of local, state, and federal funding sources.

In addition to Orange County Metrolink services, two other rail systems could also travel through the county at some point in the future – high-speed rail and magnetic levitation (Maglev). While the status and future of these programs is uncertain, OCTA will be watchful to ensure that funding for these rail systems does not impact other transportation funding sources.

Key advocacy efforts will emphasize the following:

- a) Support legislation that encourages mixed-use development around rail corridors.
- b) Support legislation that will aid in the development, approval, and construction of projects to expand goods movement capacity and reduce congestion.
- c) Support efforts at creating additional efficiency in rail program oversight, including consideration of possible program consolidation.
- d) Support efforts at creating an equitable distribution of high-speed rail bond funding, if approved by voters.
- e) Work with Metrolink on any proposed legislation to provide safety improvements on the Metrolink system.

VII. ADMINISTRATION/GENERAL

General administrative issues arise every session that could impact OCTA's ability to operate efficiently.

Key positions include:

- a) Oppose legislation and regulations adversely affecting OCTA's ability to efficiently and effectively contract for goods and services, conduct business of the agency, and limit or transfer the risk of liability.
- b) Support legislation that is aimed at controlling, diminishing, or eliminating unsolicited electronic messages that congest OCTA's computer systems and reduce productivity.
- c) Support legislation that establishes reasonable liability for non-economic damages in any action for personal injury, property damage, or wrongful death brought against a public entity based on principles of comparative fault.
- d) Support legislation that would provide for consistency of campaign contribution limits applied to both elected and appointed bodies.
- e) Monitor legislation affecting drivers' license privileges and standards related to age.
- f) Monitor the effect of Brown Act legislation on OCTA Board operations as it relates to the use of new technologies for communication with the public.

VIII. ENVIRONMENTAL POLICIES

Changes in environmental laws can affect OCTA's ability to plan, develop, and build transit, rail, and highway projects. While OCTA has been a leading advocate for new, cleaner transit technologies and the efficient use of transportation alternatives, it also remains alert to new, conflicting, or excessive environmental statute changes.

Key positions include:

- a) Oppose efforts to grant special interest groups or new bureaucracies control or influence over the CEQA process.
- b) Oppose legislation that restricts road construction by superseding existing broad based environmental review and mitigation processes.
- c) Support creative use of paths, roads, and abandoned rail lines using existing established rights-of-way to promote bike trails and pedestrian paths.
- d) Support incentives for development, testing, and purchase of clean fuel commercial vehicles.
- e) Support efforts to seek funding for retrofitting or re-powering heavy duty trucks and buses for cleaner engines to attain air quality standards.
- f) Support legislation to require the South Coast Air Quality Management District to grant transit demonstration projects a temporary relief from having to initiate or test new services with alternative fuel vehicles.
- g) Support legislation to further integrate state and federal environmental impact studies.

IX. EMPLOYMENT ISSUES

As a public agency and one of the largest employers in Orange County, OCTA balances its responsibility to the community and the taxpayers to provide safe, reliable, cost effective service with its responsibility of being a reasonable, responsive employer.

Key advocacy positions include:

- a) Oppose efforts to impose state labor laws on currently exempt public agencies.
- b) Oppose legislation that circumvents the collective bargaining process.
- c) Oppose legislation and regulations adversely

affecting OCTA's ability to efficiently and effectively deal with labor relations, employee rights, benefits, Family Medical Leave Act, and working conditions, including health, safety, and ergonomic standards for the workplace.

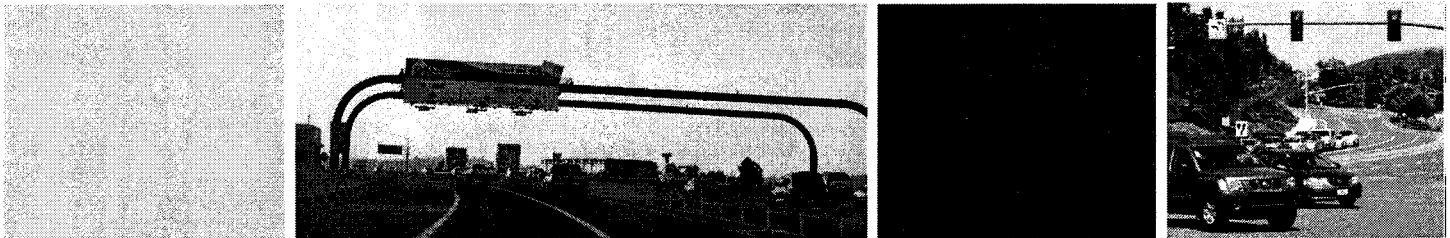
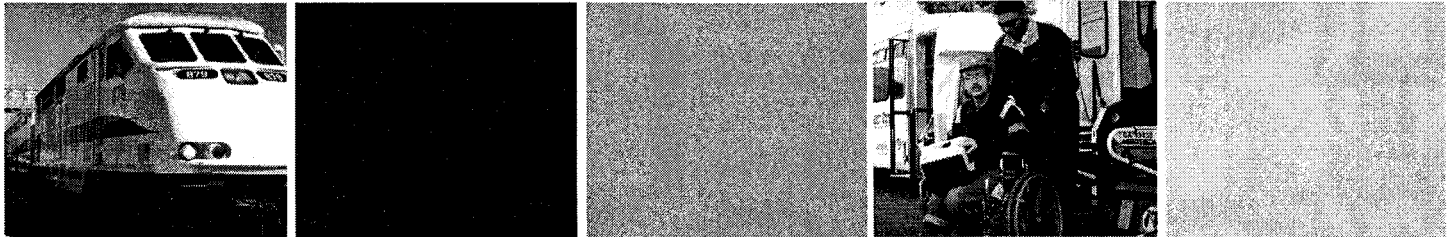
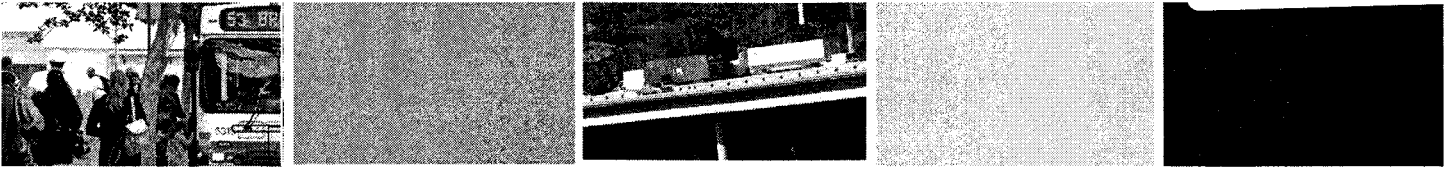
- d) Support legislation that reforms and resolves inconsistencies in the workers' compensation and unemployment insurance systems, and labor law requirements that maintain protection for employees and allow businesses to operate efficiently.

X. TRANSPORTATION SECURITY

With the recent increase in number and severity of terrorist attacks around the world on transit systems, greater emphasis is being placed on transportation security in the United States. As the County's bus provider and Metrolink partner, OCTA comprehends the importance of securing our transportation network and protecting our customers. Presently, OCTA maintains a partnership with the Orange County Sheriffs Department to provide OCTA Transit Police Services to the bus and train systems in Orange County. OCTA is also currently working with its community partners on an effort to install video surveillance systems at Metrolink stations and on buses to enhance security efforts.

Heightened security awareness, an active public safety campaign, and greater surveillance efforts, all require additional financial resources. Consequently, in 2009, OCTA's advocacy position will highlight:

- a) Support state homeland security and emergency preparedness funding and grant programs to local transportation agencies to alleviate financial burden placed on local entities.
- b) Support legislation that would reduce the time period to retain video surveillance records to reflect current reasonable technological capabilities.



ORANGE COUNTY TRANSPORTATION AUTHORITY
2009 Federal Legislative Platform



The Orange County Transportation Authority (OCTA) was formed in 1991 by the consolidation of seven separate transportation agencies. This consolidation creates a multi-modal authority, which eliminates duplicate transportation functions and increases efficiency in providing transportation services throughout the County.

The following facts indicate the size and the breadth of OCTA's functions:

- More than 2,000 employees, plus an additional 750 paratransit / fixed-route contract employees
- A budget for fiscal year (FY) 2008-2009 of more than \$950 million
- A countywide bus system with more than 900 vehicles
- The nation's 12th busiest bus transit operation, providing more than 65.5 million rides annually
- Countywide paratransit service for people with disabilities with 265 buses and more than 1.1 million boardings per year
- Three Metrolink commuter-rail lines with more than 3.8 million boardings per year
- Administration of Measure M, the package of transportation improvements promised to Orange County voters in 1990 when they approved a half-cent sales tax. Measure M was renewed by voters in 2006 and provides funding for freeway, regional/local streets and roads, and transit improvements until 2041.
- Ownership and operation of the 91 Express Lanes toll road with 13.5 million vehicle trips in FY 2008-09
- Oversight of Orange County's major investment studies and management of the planning for all future transportation infrastructure improvements

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INTRODUCTION

With a population of over three million, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is also one of the most densely populated areas in the country and is second only to San Francisco for the most densely populated county in the state of California. National and global attractions include Disneyland, Knott's Berry Farm, and over 42 miles of beaches, making Orange County a worldwide vacation destination.

Among metro areas in the United States, Orange County has the 11th largest gross domestic product and is home to the 12th busiest transit system in the nation. In addition, Orange County provides highway and rail corridors that facilitate an increasing level of international trade entering the Southern California ports. However, according to the latest annual survey of urban mobility by the Texas Transit Institute, the Los Angeles metropolitan area, including Long Beach and Orange County, also has the most congestion of any metropolitan area in the nation, delaying drivers an average of 72 hours per year. In conducting all of its activities, OCTA strives to the maximum extent possible to improve transportation performance, reduce congestion, and reduce emissions. With regard to federal revenues, Orange County is consistently a donor county within a donor state.

Orange County Transportation Authority's (OCTA) Federal Legislative Platform outlines the statutory, regulatory, and administrative goals and objectives of the transportation authority. The following platform was adopted by the OCTA Board of Directors to provide direction to staff and federal legislative advocates for the first session of the 111th Congress.

PRINCIPLES AND OBJECTIVES

OCTA will use the following principles and objectives to guide implementation of the specific recommendations contained in this platform:

1. OCTA will seek to obtain a fair share of appropriations for transportation projects within the County, taking into account its size, population, congestion mitigation, and particular transportation needs;
2. OCTA will support the transportation legislative efforts and objectives of other Orange County entities, as appropriate to further the implementation of this platform provided that such efforts by others are consistent with OCTA Board approved projects and policies;
3. In order to accomplish the goals of this platform, the OCTA will seek to work with other entities such as the Orange County Business Council, and regional entities such as county transportation commissions and transit agencies, and the Southern California Association of Governments and will participate in the Mobility 21 legislative effort;
4. OCTA will take an active role in the process of reauthorization of the federal highway and transit programs, reaching out to the region, state, and appropriate congressional leaders, and working with them towards reauthorization of a program which benefits the County.

I. Fiscal Years 2009 and 2010 Transportation Appropriations

The annual appropriations process will continue to play a significant role in the OCTA 2009 federal legislative platform. Given that the federal surface transportation authorization bill, the Safe Accountable Flexible Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), fully obligated the federal highway trust fund and to a lesser degree, the mass transit account, there is limited discretionary funding available year to year for surface transportation earmarks. In addition, a change in Congressional approach has led to fewer transportation earmarks nationally, and lower amounts contained in those earmarks.

The FY 2009 appropriation process has yet to be completed and the results from earmark requests for FY 2009 are not yet known. That process will be completed in the first months of the 111th Congress. To more effectively work within the limitations on federal transportation funding at this time, OCTA will continue to focus on strategic, high priority county and regional congestion relief projects, which will increase the highway and transit mobility and goods movement along the north-south I-5 / I-405 / LOSSAN Corridor and the east-west SR-91 and Burlington Northern Santa Fe/Orangethorpe (Alameda Corridor East) Corridor. To this end, as part of the fiscal years 2009 and 2010 transportation appropriations bills, OCTA will work with its Congressional delegation to secure greater levels of federal investment in the following projects:

- a. The Anaheim Regional Transportation Intermodal Center (ARTIC).
- b. Riverside Freeway (State Route 91) widening and Orange County/Riverside chokepoint projects congestion relief projects.
- c. Grade separation improvements along the Alameda Corridor East (ACE) in north Orange County and along the LOSSAN Corridor.
- d. San Diego Freeway (Interstate 405) widening and improvements, including interchange improvements, as well as bridges and overcrossings.
- e. San Diego Freeway (Interstate 5) and Ortega Highway chokepoint and interchange improvements.
- f. Improvements to relieve chokepoint congestion

- at the Interstate 5 (I-5) and Costa Mesa Freeway (State Route 55).
- g. Extension of the I-5 South high occupancy lane (HOV) lane project.
- h. Go Local projects approved for implementation which may include fixed guideway projects and/or Bus Rapid Transit.
- i. Metrolink service enhancements in Orange County.
- j. Improvements along the Bristol Street multi-modal corridor in Santa Ana.
- k. Federal funding needed for the West Orange County Interchanges (Phase II of State Route 22) and I-405 widening projects including any needed easements from the Seal Beach Naval Weapons Center.
- l. Funding to meet federal rail safety requirements and positive train control implementation for Metrolink.
- m. Funding for Maglev transportation from Anaheim to Ontario Airport, as a segment of the high speed Maglev system between Las Vegas, Nevada and Anaheim.
- n. Funding to augment state, local and private efforts for high speed rail service from Anaheim to Los Angeles.

Other annual funding priorities for OCTA include:

- o. Support appropriations and additional funding of transit security grant programs for the Department of Homeland Security (DHS) to protect county surface transportation systems, including highways, transit facilities, rail lines, and related software systems.
- p. Support New Start, (greater than \$250 million in total project cost) Small Start (less than \$250 million in total project cost with no more than \$75 million in federal share), and Very Small Start (less than \$50 million in total project cost with no more than \$40 million in federal share and costing no more than \$3 million per mile exclusive of vehicles) funding for fixed guideway projects selected for implementation through the Go Local process.
- q. Support full funding of Section 5309 (m)(1)(a) rail modernization grant funds.
- r. Support bus and bus-related OCTA projects under Section 5309 (m)(1)(c) and oppose the diversion of significant bus discretionary funding to urban partnership agreement grants.

- s. In concert with regional transportation agencies, seek funding for the Southern California Regional Training Consortium to develop bus maintenance training information for the transit agencies throughout Southern California.
- t. Support projects which improve the capacity of major arterials throughout Orange County.
- u. Support appropriations funding of the Rail Safety Improvement Act of 2008 (RSIA) particularly, funding for implementation of positive train control requirements and other safety enhancements or risk reduction recommendations called for in Title I of RSIA, funding for intercity passenger rail service corridor capital assistance provided in Title III of RSIA, and funding for high speed rail corridor development provided in Title V of RSIA.
- v. Support for projects on the Los Angeles – San Diego –San Luis Obispo (LOSSAN) rail corridor which may not be physically located in Orange County, but are critical to the continued viability of efficient and effective services in this corridor.

II. Additional Project Authorizations, and Statutory or Regulatory Actions

The federal surface transportation bill, SAFETEA-LU, included a significant level of funding for OCTA and authorized funding for critical highway and transit projects. However, there are a number of vital infrastructure projects, both highway and rail, that continue to require authorization or other advocacy actions to address specific highway, rail, and transit needs throughout the County and Southern California region. The OCTA will advocate for the following issues in stand alone legislation or in the next reauthorization:

- a. Support legislative efforts to authorize the State Route 91 (SR-91) congestion relief projects.
- b. Support specific authorization and funding for the Anaheim Regional Transportation Intermodal Center (ARTIC).
- c. Support continued authorization of and funding for the four-county ACE project.
- d. Monitor, and with OCTA Board approval, support Intelligent Transportation System (ITS) measures to advance the safety, security and efficiency of

the multi-modal transportation system, reduce fuel consumption and environmental impacts, ease congestion, and facilitate emergency response times.

- e. Upon definition and approval by OCTA Board, pursue the authorization and funding of a pilot transportation project employing new transit technology.
- f. Support efforts to authorize and fund bike paths and bike trails within Orange County.

The last 16 miles of the 67 mile Transportation Corridor Agencies (TCA) toll road system, known as the Foothill South Project, represents the only Southern Orange County Travel alternative to the I-5. The I-5 corridor already is dominated by severe traffic congestion, negatively impacting travelers throughout the County. Due to the need to use property leased from the federal government as part of the preferred right of way for the extension, opponents of this project have used federal legislation in an attempt to halt or severely impede project completion. Therefore, the OCTA will continue to oppose any provision of federal law which would impede the completion of the project and will work in an active partnership with the TCA in Washington to explain the transportation impacts for all of Orange County which will result from failure to complete the project.

In addition, as the implementation of SAFETEA-LU continues, OCTA has identified several regulatory changes which would improve the delivery of the federal transportation program. OCTA will continue to seek opportunities to address and achieve these changes, as follows:

- g. Encourage the Federal Highway Administration (FHWA) to return the Regional Transportation Plan to a long-range planning and vision document rather than a detailed, 30-year financial plan, as current regulations mandate.
- h. SAFETEA-LU implementing regulations shifted the approval of RTP amendments involving Transportation Control Measures (TCM) from FHWA to the Environmental Protection Agency (EPA). OCTA requests that this approval process revert back to FHWA and maintain a consultation process with EPA.
- i. Request Federal Transportation Enhancement (TE) program guidelines be amended to permit use of TE funds for soundwalls as a local option. The FHWA does not permit the use of highway funds to retrofit soundwalls, yet federal trade

policies have lead to increased freight traffic along goods movement corridors and hence noise along the freeways. OCTA requests that the policy be amended to allow highway funds to be used to mitigate the impacts of freight traffic on local communities adjacent to goods movement corridors.

- j. If necessary, work with the Federal Highway Administration or appropriate members of Congress, to obtain flexibility regarding the operation of HOV lanes.

III. Advocacy Efforts for Existing Federal Highway and Transit Programs

- a. Work with regional agencies to advocate for a high ranking of the ACE project as part of the U.S. Department of Transportation's Projects of National and Regional Significance (PNRS) program.
- b. Upon definition and approval by the OCTA Board, seek support from the Federal Transit Administration (FTA) and Orange County Congressional Delegation for any fixed guideway transit projects approved for implementation by the Go Local process.
- c. Pursue funding for applicable transit programs newly authorized by SAFETEA-LU, including New Starts, Small Starts and Very Small Starts, Jobs Access Reverse Commute (JARC), and New Freedom program for new transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act (ADA).
- d. Support expanded design-build authorization for federally-funded highway and surface transportation projects.
- e. Support environmental streamlining and stewardship efforts by the relevant federal agencies.
- f. Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- g. Work with the Southern California Regional Transit Training Consortium on its fiscal year (FY) 2007 legislative efforts to obtain federal funds to streamline bus maintenance training for alternative fuel buses.

IV. Economic Impact Legislation and Regulations

The recent economic crisis has generated discussions in Washington regarding federal legislative and regulatory actions to prevent unintended adverse economic impacts to the transportation industry and also to appropriate funding for transportation infrastructure projects as a means of creating needed jobs in the economy. In this regard, OCTA will

- a. support legislation or regulations to prevent the adverse economic impact which would result from the forced early termination, through technical default, of leveraging agreements such as those entered into by Metrolink for rail rolling stock.
- b. support federal economic stimulus legislation and programs which accelerate funding for transportation infrastructure projects and thereby create additional jobs and economic activity in Orange County.

V. Reauthorization of the Highway and Transit Programs

The SAFETEA-LU highway and transit authorization bill will expire on September 30, 2009. A number of proposals for the next highway and transit authorization are expected to be introduced and discussed in 2009. During the six year life of SAFETEA-LU the OCTA will receive over \$885 million in transportation funding from programs authorized under the act. The overwhelming majority of these funds (approximately \$800 million) are provided pursuant to formula funded programs on a pay-go basis. Approximately \$130 million of the formula funds are used to fund the OCTA's transit operating budget. The remainder are used for highway, transit and surface transportation capital projects throughout the region.

- a. The OCTA will analyze key reauthorization proposals as they emerge to determine:
 - 1) the source and adequacy of proposed future revenues to meet future transportation needs and the economic impact to the public of collection of those revenues;
 - 2) the extent to which a proposal will maximize the return of federal revenues to California and to the OCTA;

- 3) the extent to which a proposal enhances the federal funding partnership by helping OCTA address capital and operating revenue shortfalls; and
- 4) whether or not the proposal contains any unfunded statutory or regulatory mandates applicable to the OCTA.

Based upon this analysis, the OCTA will seek a Board determination of the appropriate approach to the proposal in Washington.

- b. The OCTA generally supports program features in the next authorization which enable greater flexibility in permitted uses of transportation funds, and which distribute funding based upon formula factors which adequately recognize the extent of transportation funding needs within Orange County.
- c. In considering which transportation projects from throughout the County to support for funding in the next authorization, OCTA will evaluate projects in accordance with the following criteria:
 - 1) the extent to which the project results from, or relates to, an OCTA major investment study or major planning initiative such as the Go Local or Metrolink service enhancement programs.
 - 2) the extent to which the project provides congestion relief or provides increased capacity to address future documented congestion.
 - 3) the adequacy of the overall funding plan and the ability to expend project funds to complete the project within the authorization timeframe (generally, six years).
 - 4) the regional significance of the project.
 - 5) the contribution which the project makes to improving environmental quality.

VI. Goods Movement

The movement of goods to and from the ports of Los Angeles and Long Beach (POLA/LB) has been a major contributor to traffic congestion on Orange County highways, streets and roads. An estimated 43 percent of all United States (U.S.) container traffic and 54 percent of U.S./Asian containerized trade is handled by the port complex of POLA/LB, making them the fifth largest port complex in the world. Most significantly, 50 to 70 percent of the freight coming through POLA/LB is destined for areas outside of the Southern California region.

Despite its impacts, international trade provides significant benefits to the region. Economic studies show that logistics activity is responsible for \$90.7 billion, or 6.6%, of the nearly \$1.4 trillion in economic activity annually in Southern California. The indirect or induced impact represents another \$170 billion or 12.4%. Each logistics job supports 2.2 new jobs in the economy, with nearly 107,000 of these jobs being located in Orange County.

Current revenue streams are not sufficient to fund the projects needed to offset the costs of moving these goods. Additionally, existing state and local infrastructure is unable to handle the increasing demands placed on it by the growth in goods moving through Southern California.

In March of 2007, the Board adopted a Goods Movement Policy intended to guide OCTA decisions regarding goods movement. Further, in July of 2007, the Board adopted Principles for a Container Fee Program, which are intended to guide analysis of legislative programs applicable to goods movement at ports. OCTA will use these two policies to evaluate any federal legislative proposals regarding goods movement.

In 2009 the OCTA's advocacy efforts in this regard will emphasize the following:

- a. Pursue new stable, dedicated and secure sources of funding for goods movement infrastructure, such as a goods movement trust fund, which ensure that any revenues are dedicated to use for projects in the corridors where they are collected.
- b. Assure that the benefits of new funding outweigh the economic impact to the public from collection of the revenues.
- c. Continue to work with Congress, state and local governments, as well as with the private sector, to develop and implement the needed infrastructure programs and projects.
- d. Ensure that public control of goods movement infrastructure projects is retained at the local level.
- e. Seek mitigation for the impacts of goods movement on local communities in Orange County.

VII. Homeland Security

OCTA continues cooperative efforts with neighboring transit agencies, Urban Area Security Initiative (UASI) partners, state and federal Homeland Security grant partners, and local jurisdictions to enhance the security of regional highway, bus and rail systems. In addition to seeking additional grant funding in FY 2009 to secure the county's highways, rail and transit systems, OCTA will pursue the following regulatory and statutory changes to ensure homeland security needs are met:

- a. Support increased federal funding to transit agencies for staff training and operational security improvements for highways, transit, and rail security in the United States.
- b. Support a fair and effective distribution of grant funds based on the risk of terrorism as estimated by the Department of Homeland Security, in lieu of formulas based solely on size of population.
- c. Support programs that reach out to state homeland security officials to improve information exchange protocols, refine the Homeland Security Advisory System, and support state and regional data coordination.

VIII. Energy Issues

Legislation addressing U.S. policies on energy is likely to play a role in the 111th Congress. The transportation sector is the largest consumer of petroleum in the U. S. Therefore, the focus by Congress to further develop energy efficient policies is likely to have an impact on OCTA operations.

- a. Monitor legislation and federal rulemaking that addresses new or emerging energy policies such as: incentives for alternative fuel technology and use, developer incentives supporting transit programs, as well as research and technology.
- b. Provide federal legislative reports to the OCTA Board of Directors outlining any energy-related legislation introduced in the next Congress that potentially impacts OCTA operations.
- c. Work with industry associations to comment on Congressional actions and/or federal policies that impact the public transportation sector.
- d. Support the continuation of fuel tax credits for the OCTA's use of compressed natural gas and liquefied natural gas.

IX. Environmental Policy and Other Regulatory Requirements

Federal environmental laws and regulations affecting OCTA include the National Environmental Protection Act (NEPA), the Federal Clean Air Act, Federal Water Pollution Control Act, and the Endangered Species Act. With regard to these acts and related regulations, OCTA will:

- a. Seek opportunities to streamline the environmental process for federally funded projects. For example, OCTA opposes the present practice whereby small pavement rehabilitation projects trigger an environmental review.
- b. Seek federal funding to meet state and local environmental quality requirements, including anticipated requirements for zero emission busses, alternative fueling stations and future greenhouse gas reduction requirements
- c. Continue to monitor implementation of the NEPA pilot project, authorized by SAFETEA-LU, as it applies to OCTA federally-funded projects.
- d. Monitor any new federal programs seeking to address the environmental impacts of greenhouse gases to ensure that any new environmental requirements are accompanied by additional funding necessary to implement those requirements.
- e. Support legislation and federal grant programs that encourage ridesharing and related congestion relief programs for Orange County commuters.

In addition, OCTA takes the following positions with regard to U.S. Departments providing federal oversight, specifically:

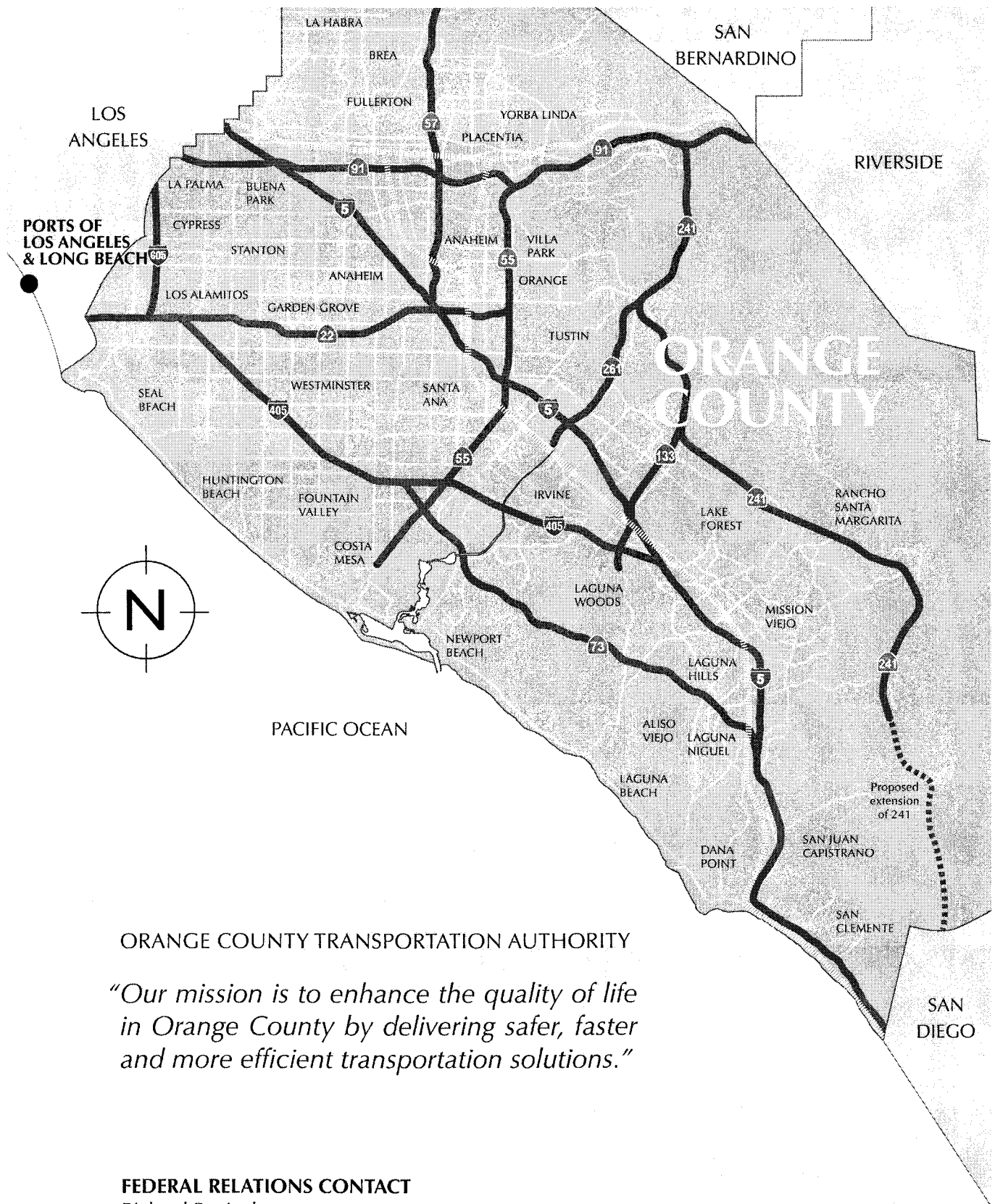
- f. Support efforts to work with Caltrans and the Administration to equitably resolve the FHWA interpretation of the Americans with Disabilities Act (ADA) compliance guidelines that retroactively requires the implementation of costly curb-ramp upgrades within the boundaries of federally-funded projects. According to state officials implementing these regulations on behalf of FHWA, the requirements apply even if curb-ramps are already in place but considered to be out of date according to the most recent ADA guidelines or when the project would not require ground disturbance (i.e. signal synchronization projects funded with Congestion Mitigation and Air Quality funds).

- g. Oppose any regulations or administrative guidance seeking to extend through administrative actions the statutory requirements of ADA.
- h. Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- i. Support streamlined federal reporting and monitoring requirements to ensure efficiency and usefulness of data and to eliminate redundant state and federal requirements.

X. Employment Issues

Federal employment laws affecting OCTA include the Fair Labor Standards Act, Family and Medical Leave Act, Occupational Safety and Health Act and the Omnibus Transportation Employee Testing Act of 1991. While there is not anticipated to be significant changes to these federal laws next year, OCTA historical positions have included:

- a. Support income tax reductions for employees receiving employer-provided transit passes, vanpool benefits, or parking spaces currently counted as income.
- b. Oppose legislation and regulations adversely affecting the agency's ability to effectively and efficiently address labor relations, employee rights, benefits, and working conditions including health, safety, and ergonomics standards in the workplace.



ORANGE COUNTY TRANSPORTATION AUTHORITY

"Our mission is to enhance the quality of life in Orange County by delivering safer, faster and more efficient transportation solutions."

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MEMO

June 17, 2009


To: Members of the Board of Directors
From: ^{WKC} 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.



June 18, 2009

To: Legislative and Communications Committee 
From: James S. Kenan, Interim Chief Executive Officer
Subject: State Legislative Status Report

Overview

An oppose unless amended position is recommended on a bill related to the creation of revenues for planning for sustainable communities strategies and blueprints. Oppose positions are recommended on a bill that would create further requirements before an agency could use existing authority for design-build or public private partnerships and on a bill related to eminent domain requirements for land subject to a conservation easement. An overview is provided for proposals to divert gas tax revenue for General Fund relief.

Recommendations

A. Adopt the following recommended positions on legislation:

Oppose Unless Amended SB 406 (DeSaulnier, D-Concord), which would authorize specific entities to implement a vehicle registration surcharge to pay for planning related to a sustainable communities strategy or blueprint.

Oppose SB 474 (Ducheny, D-San Diego), which would require specific findings before an agency could utilize existing design-build or public private partnership authority.

Oppose SB 555 (Kehoe, D-San Diego), which would create notice and procedural requirements related to the condemnation of land with a conservation easement.

B. Reaffirm opposition position to the diversion of transportation revenue to provide relief to state General Fund.

Discussion

SB 406 (DeSaulnier, D-Concord)

SB 406 (DeSaulnier, D-Concord) would authorize specified local agencies, through an adopted resolution, to impose a surcharge of \$1 or \$2 on motor vehicle registrations within its jurisdiction to fund the development of a sustainable communities strategy (SCS) or alternative planning strategy (APS) per SB 375 (Chapter 728, Statutes of 2008), or to further develop local blueprints. For a jurisdiction with a population over 300,000 people, if the surcharge imposed is greater than \$1, then all revenues generated from that additional portion are to be used as grants for cities and counties to implement projects related to a SCS, APS, or regional blueprint.

For the Southern California Association of Governments (SCAG) region, if a county transportation commission and subregional council of governments chooses to complete a subregional SCS, then the county transportation commission and subregional council of governments can also choose to adopt the surcharge. However, SCAG would also have to sign off on the resolution, and any revenues would be split between the subregion and SCAG.

SB 406 also reconfigures the membership and duties of the Planning Advisory and Assistance Council (Council) within the Governor's Office of Planning and Research. Members will now include metropolitan planning organizations and transportation planning agencies. In addition, the Council will have additional functions including working with the Strategic Growth Council to develop recommendations related to coordinating regional blueprints and state infrastructure growth and funding.

Although the revenues provided under SB 406 would create a much needed source of funding for implementation of SB 375, it is not guaranteed that every region would adopt the surcharge. Thus, this revenue scheme may lead to greater disparity between regions, where some regions would have funding for implementation, and other regions would not. Moreover, because SB 375 was an unfunded mandate by the state, it should be the state's responsibility to supply a funding source. It is unlikely that if SB 406 passes, the state will consider other revenue sources for SB 375 implementation.

Therefore, staff recommends that the bill be amended to allow for a funding mechanism implemented by the state, rather than passing the burden to the regions.

An analysis of the bill is attached (Attachment A). Staff Recommendation: OPPOSE UNLESS AMENDED

SB 474 (Ducheny, D-San Diego)

SB 474 (Ducheny, D-San Diego), sponsored by the Professional Engineers in California Government, would require a lead agency, before awarding a contract or entering into an agreement related to a pilot program involving design-build or public-private partnership (PPP) authority, to make at least one specific finding from those listed in the bill. Findings include that the project would accelerate project completion or lead to a cost reduction compared to traditional methods of project delivery. For projects where both the California Department of Transportation (Caltrans) and the regional transportation agency are the lead agencies, both parties must concur in finding that the chosen project delivery method results in one of the above benefits. The California Transportation Commission (CTC) is to work with Caltrans and the regional transportation planning agencies to define methodologies for determining the findings.

Furthermore, the CTC is also to create a consolidated report to the Legislature on the benefits provided by the pilot design-build and PPP projects, including any savings in time or resources by the lead agency of the project or the users of the facility.

Under existing law, as authorized in trailer bill language from the fiscal year (FY) 2009-2010 state budget, local transportation entities are authorized to use design-build for up to five projects statewide related to local streets and roads, bridges, tunnels, or public transit; and Caltrans is authorized to utilize the same authority for up to 10 state highway, bridge, or tunnel projects. In addition, the budget language authorized unlimited use of PPP for transportation projects until 2017.

If implemented, SB 474 would delay projects that transportation agencies, such as the Orange County Transportation Authority (OCTA), hope to implement using the design-build and PPP authority granted in the budget trailer bill language. Delays could potentially be caused due to challenges related to the sufficiency of any finding, the lack of deadline by which the CTC must create guidelines for making the findings, and potential conflicts between regional transportation agencies and Caltrans in making findings for projects where both parties are the lead agency. Furthermore, provisions requiring the CTC to create a consolidated report for the Legislature are duplicative of existing law which requires the CTC to submit reports to the legislature on the use of existing design-build authority.

Further delays would defeat the purpose behind the Legislature granting additional design-build and PPP authority to streamline project delivery to create additional economic benefits and cost savings.

An analysis of the bill is attached (Attachment B). Staff Recommendation: OPPOSE

SB 555 (Kehoe, D-San Diego)

SB 555 (Kehoe, D-San Diego) would amend eminent domain law to create specific notice and procedure requirements that an agency would need to follow before condemning land subject to a conservation easement. Under existing law, a conservation easement is established to protect a land's natural, scenic, historical, and other resources. However, when exercising eminent domain, an acquiring agency must only inform the title holder of the property, with no existing requirement that notice be given to the holder of a conservation easement or any entity that provided funding to create the conservation easement.

Specifically, SB 555 would require an acquiring entity to give the holder of the easement 90 days notice of the condemnation hearing. The holder of the easement is then to forward that notice to any entity that provided funds to create the easement within 15 days of receiving the notice. An opportunity to comment is then provided to both entities, which must be completed within 45 days. The acquiring entity is then given 30 days to respond to any comments. After the final condemnation hearing, if the property is ultimately condemned by the acquiring entity, then SB 555 would require that the acquiring entity pay the holder of the easement the fair market value of the land as if the conservation easement did not exist.

OCTA has been required to exercise the power of eminent domain to acquire land which is needed to build various projects. This already time intensive process will be further delayed by the requirements of SB 555, which extends the typical notice period of 30 days by at least 60 days. Moreover, it is likely that there could be additional delays because of challenges related to the sufficiency of any responses the acquiring entity provides to any objections, or if an entity that provided funding for the easement does not receive notice. Furthermore, SB 555 may require an acquiring entity to pay an over-inflated price for condemning such land by requiring the entity to not consider the easement in the valuation of the land.

Overall, SB 555 could provide an additional tool to entities looking to block or delay projects that need land subject to a conservation easement. Both the

County of Orange and the Transportation Corridors Agency are in opposition to this bill because of potential impacts to any potential extension of the Foothill-South Toll Road (State Route 241) extension.

An analysis of the bill is attached (Attachment C). Staff Recommendation: OPPOSE

State Budget Gas Tax Swap Proposals

The State of California currently levies an 18 cent excise tax on every gallon of gasoline purchased within the state. The state gas excise tax (gas tax) is used for a variety of purposes including highway maintenance/road rehabilitation, transportation capital projects, and local streets and roads. As state lawmakers continue to negotiate closing the \$24.3 billion state budget shortfall, the Governor's Office and the Legislative Analyst's Office (LAO) have released proposals to divert a portion of the gas tax to provide General Fund relief.

The Governor's Office has proposed to shift 25 percent of the total state gas tax to provide General Fund relief in the form of transportation debt service. Specifically, the proposal would divert 75 percent of gas-tax revenues directly allocated to cities and counties for local streets and roads on an ongoing basis. The Governor's proposal shifts \$744 million for FY 2009-2010 and \$745 million in FY 2010-2011. The LAO provided to the Legislature an alternative proposal which would borrow the total \$1.03 billion in gas tax revenue allocated to local governments for one fiscal year. The LAO's proposal would then direct the Legislature to pay back the loan within three years similar to suspension requirements under Proposition 1A for Proposition 42. However, the LAO's proposal does not specify whether the loan should be paid back to local governments or the State Highway Account (SHA).

OCTA receives approximately \$23 million in gas-tax revenue from an agreement with the County of Orange based on the bankruptcy settlement from the mid-1990s. Under the Governor's proposal, OCTA could potentially lose approximately \$46 million in gas-tax revenue over the next two fiscal years while still being required to pay out \$38 million in Transportation Development Act funds annually to the County of Orange per the bankruptcy agreement. Under the LAO's proposal, gas-tax funds would be repaid, though it is unclear as to how the borrowed funds would be repaid; leaving OCTA in jeopardy of not receiving any revenue. The current bankruptcy agreement which allows the revenue swap with the County could be revised to respond to the new issues presented if a gas-tax diversion was adopted.

As part of the bankruptcy agreement, per Section 2128 (a) of the Streets and Highways Code, the County of Orange is to provide OCTA with the first \$1.91 million in gas-tax revenue on a monthly basis. Upon the allocation of this amount, the County receives whatever the remaining portion of gas-tax revenue that is collected. Under the Governor's proposal, there would be approximately \$300 million remaining in gas-tax revenue for allocation to local governments. However, the proposal does not clarify how these revenues will be distributed. If the funds are appropriated as stated in current law, based on Section 2128, it is possible that OCTA would get first priority on whatever is allocated to the County of Orange. On the other hand, budget language could be implemented to allocate the remaining \$300 million for specific purposes.

At the writing of this report, the Legislature's Budget Conference Committee had not addressed the gas-tax proposals nor provided any additional details on policy changes associated with the swap. However, both the Governor's and LAO's proposal could potentially impose significant revenue losses for OCTA in the process of providing General Fund relief. Additionally, due to the lack of policy detail, it is currently unclear whether these proposals will be in compliance with maintenance of effort requirements associated with federal economic recovery funds. These proposals are consistent with the OCTA Board of Directors' position to oppose any measure which diverts transportation dollars for General Fund purposes as adopted in the 2009 State Legislative Platform.

Please see Attachment D for a breakdown on revenue diversions for each city within Orange County, the County of Orange, and OCTA.

Staff Recommendation: Oppose diversion of transportation revenues to offset General Fund expenditures as specified in the adopted 2009 State Legislative Platform.

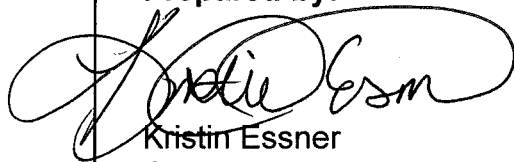
Summary

Positions are recommended on three bills. A summary is provided related to the state budget proposals to divert gas tax subvention funds.

Attachments

- A. Bill Analysis for SB 406 (DeSaulnier, D-Concord)
- B. Bill Analysis for SB 474 (Ducheny, D-San Diego)
- C. Bill Analysis for SB 555 (Kehoe, D-San Diego)
- D. Impact of Proposal to Divert Gas Tax Subvention Funds on Orange County
- E. Orange County Transportation Authority Legislative Matrix

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BILL: SB 406 (DeSaulnier, D-Concord)
Introduced February 26, 2009
Amended April 13, 2009
Amended April 30, 2009
Amended May 28, 2009

SUBJECT: Authorizes specified local agencies to approve a motor vehicle registration surcharge to fund the development of sustainable communities strategies and/or blueprints, with technical assistance by the Strategic Growth Council and the Planning Advisory and Assistance Council

STATUS: Passed Senate Local Government Committee 3-2
Passed Senate Transportation and Housing Committee 6-4
Passed Senate Appropriations Committee 7-5
Passed Senate Floor 21-16
Pending in Assembly

SUMMARY AS OF JUNE 8, 2009:

SB 406 would authorize specified local agencies, through an adopted resolution, to impose a surcharge of \$1 or \$2 on motor vehicle registrations within its jurisdiction to fund the development of a sustainable communities strategy (SCS) or alternative planning strategy (APS) per SB 375 (Chapter 728, Statutes of 2008), or to further develop local blueprints. For a jurisdiction with a population over 300,000 people, if the surcharge imposed is greater than \$1, then all revenues generated from that additional portion are to be used as grants for cities and counties to implement projects related to a SCS, APS, or regional blueprint.

Entities eligible to impose the surcharge include metropolitan planning organizations (MPO), councils of governments (COG), or a county transportation commission and a subregional council of governments jointly preparing a subregional SCS, such as the Orange County Transportation Authority (OCTA) and the Orange County Council of Governments (OCCOG), if such entities choose to create a subregional SCS. Specifically for the region covered by the Southern California Association of Governments (SCAG), SCAG would also need to approve any resolution adopted by a county transportation commission or subregional COG, and the revenues from the surcharge should be split between SCAG and the entity that adopted the resolution, per an agreement between SCAG and that entity.

SB 406 also reconfigures the membership and duties of the Planning Advisory and Assistance Council (PAAC) within the Governor's Office of Planning and Research (OPR). Under existing law, the PAAC assists OPR with the coordination of statewide planning functions, and consists of various members including representatives from cities and counties, a Native American tribe, and regional planning districts designated by OPR. Under SB 406, the PAAC would now also include representatives from the California Air Resources Board (CARB), the California Transportation Commission, the

California Energy Commission, and members appointed by the Speaker of the Assembly and the Senate pro Tempore. In addition, instead of including representatives of regional planning districts designated by OPR, SB 406 would now include representatives of seven specified regional planning organizations, including SCAG, and a regional transportation planning agency that is not a MPO or COG, such as OCTA.

Among the new duties assigned to the PAAC by SB 406 are: receiving state planning reports, such as the state's five-year infrastructure plan; reporting to the Legislature on the progress of regions in reaching state planning goals; and working with the Strategic Growth Council (SGC) and regions on facilitating development of regional blueprint projects. Under existing law, the SGC is to coordinate the activities of various state agencies to encourage sustainable growth, help meet state environmental goals, and improve health and housing within the state. In addition, one of SGC's duties is to distribute Proposition 84 funding for such things as regional planning and urban greening projects. SB 406 would require the PAAC and SGC to consult and coordinate their activities, and would require the PAAC to develop recommendations for the SGC on facilitating coordination between regional blueprints and state infrastructure growth and funding.

In order to fund the increased activities of the PAAC, five percent of all revenues from any adopted surcharge imposed are to be transmitted to the PAAC. In addition, all administrative costs for the Department of Motor Vehicles (DMV) related to the imposition of the adopted surcharge are to be paid through surcharge revenues, off the top. Initial costs for the DMV related to setting up the additional surcharge are to be paid by the entity which adopted the surcharge. These costs will then be refunded to that entity through surcharge revenues.

EFFECTS ON ORANGE COUNTY:

Beginning with the 2012 regional transportation plan (RTP), under SB 375, SCAG is to include a SCS which seeks to meet regional greenhouse (GHG) emission reduction targets assigned by CARB by linking transportation, housing, and land use planning. If the SCS is unable to meet the assigned regional GHG emission reduction target, SCAG will then be required to create an APS which would demonstrate how the target can be met if constraints were eliminated and additional resources were available. In order to create the regional SCS, SB 375 authorizes county transportation commissions, such as OCTA, to work with local councils of government, such as OCCOG, to create a subregional SCS which SCAG would then integrate into the regional SCS.

When SB 375 was passed last year, no source of funding was identified for the additional duties the law requires of regional agencies. Although the Legislature has acknowledged the need for additional funding, at this time, the only potential source of funding identified is \$90 million in Proposition 84 funds. However, multiple activities beyond SB 375 are eligible for this portion of Proposition 84 funding, with the funding designated for the planning and development of sustainable communities. Moreover,

unlike the one time funding stream provided under Proposition 84, SB 375 necessitates a consistent, long-term funding stream, with regions required to meet GHG emission reduction targets in both 2020 and 2035. Recently, SCAG estimated the agency would need \$8 million to start implementation of SB 375. This amount does not take into account costs incurred by local agencies, such as OCTA, for SB 375 related planning activities.

Under SB 406, if OCTA and OCCOG elect to create a subregional SCS, they would be eligible to implement a \$1 or \$2 surcharge on vehicle registration costs within Orange County, by adopting a resolution in conjunction with SCAG. Although this would create a consistent stream of funding for SB 375 implementation, if the resolution is not successful, there will be no substitute funding stream.

If SB 406 is passed, it is expected that this mechanism would be deemed the funding source for implementing SB 375, and thus unlikely that additional or alternate funding mechanisms will be provided. Therefore, this would mean that the regions that are able to pass resolutions implementing the surcharge will have financial assistance for SB 375 implementation, while regions without the surcharge will have to use already strained existing resources. The regional disparity that this scenario could cause will not allow for the state to achieve comprehensive regional planning and could delay the meeting of statewide GHG emission reduction goals.

Instead, SB 375, as a state mandate, should be funded by a mechanism created by the state. A state funding mechanism will allow uniform regional planning efforts across the state and will not lead to a funding disparity among regions. Therefore, staff is recommending that SB 406 be amended to allow for a funding mechanism implemented by the state, rather than passing the burden to the regions.

SCAG and the San Diego Association of Governments (SANDAG) have both adopted an oppose position on SB 406, with SANDAG requesting the establishment of a statewide fee instead.

OCTA POSITION:

Staff recommends: OPPOSE UNLESS AMENDED

AMENDED IN SENATE MAY 28, 2009
AMENDED IN SENATE APRIL 30, 2009
AMENDED IN SENATE APRIL 13, 2009

SENATE BILL

No. 406

Introduced by Senator DeSaulnier

February 26, 2009

An act to amend Section 65040.6 of, and to add Section 65083 to, the Government Code, to amend Section 75125 of the Public Resources Code, and to add Section 9250.6 to the Vehicle Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 406, as amended, DeSaulnier. Land use: environmental quality.

The Planning and Zoning Law establishes the Planning Advisory and Assistance Council in the Office of Planning and Research, and prescribes the membership and duties of the council. Existing law authorizes the Department of Motor Vehicles to collect a surcharge imposed on vehicle registration fees by ordinance or resolution of a local entity.

This bill would change the designated membership, as specified, of the Planning Advisory and Assistance Council and would require that the council work with the Strategic Growth Council, regional agencies, and cities and counties to facilitate the development and implementation of sustainable community strategies or regional blueprint projects, as specified. The bill would also require the council to report to the Legislature on specified regional performance measures and on the manner in which state agencies are implementing the 5-year infrastructure plan, as specified. The bill would authorize a municipal

planning organization, as defined, a council of governments, as defined, or a county transportation commission and a subregional council of governments jointly preparing a subregional sustainable communities strategy to adopt a resolution to impose a surcharge of \$1 or \$2 on motor vehicles registered to an owner with an address in the entity's or entities' jurisdiction. The surcharge would be required to apply to an original vehicle registration occurring on or after 6 months following the adoption of the resolution, as specified, and to a renewal of registration with an expiration date on or after that 6-month period. The surcharge would be collected by the Department of Motor Vehicles and, after deducting its administrative costs, would be transmitted to the entity or entities imposing the surcharge. *The bill would require the metropolitan planning organization, the council of governments, or the county transportation commission and the subregional council of governments jointly preparing a subregional sustainable communities strategy to contract with the department to pay for the initial setup and programming costs identified by the department, but would also require these costs to be reimbursed from surcharge revenues collected.* The bill would require that the surcharge revenue that exceeds \$1—~~be expended to develop and implement in specified jurisdictions to be used to provide grants to cities, counties, and cities and counties for planning and projects related to the implementation of a regional blueprint plan,~~ and would specify that 5% of all the surcharge revenue be transmitted to the council for performance of specified functions. The bill would provide that the council is to perform specified new functions only when the council has received sufficient revenue from this source.

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. (a) The Legislature finds and declares the
- 2 following:
- 3 (1) Uncoordinated and unplanned growth together with a lack
- 4 of common goals to effect the public's interest in the conservation
- 5 and wise use of our lands pose a threat to the environment,
- 6 sustainable economic development, and the health, safety, and
- 7 high quality of life enjoyed by residents of this state.
- 8 (2) The enactment of Senate Bill 375 of the 2007–08 Regular
- 9 Session (Chapter 728 of the Statutes of 2008) and the establishment

1 of requirements for regional transportation plans to address
2 greenhouse gases can only be successfully implemented if regional
3 and local governments have the tools they need to collaboratively
4 plan for the type of growth that can achieve these goals, and if that
5 collaborative planning is coordinated with the efforts of the
6 Governor’s Strategic Growth Council and other state agencies as
7 required by the enactment of Senate Bill 732 of the 2007–08
8 Regular Session (Chapter 729 of the Statutes of 2008).

9 (3) Therefore, it is in the public interest that state residents,
10 communities, local governments, and the private sector cooperate
11 and coordinate with one another in comprehensive, sustainable
12 land use planning.

13 (b) It is the intent of the Legislature to update the duties and
14 composition of the Planning Advisory and Assistance Council to
15 assist in the state’s land use planning processes by providing
16 funding to support the development and implementation for
17 regional blueprints and related planning and to work with state
18 agencies providing funding for resource protection and local
19 infrastructure to facilitate coordination between state planning and
20 funding decisions and regional blueprints.

21 SEC. 2. Section 65040.6 of the Government Code is amended
22 to read:

23 65040.6. (a) The Planning Advisory and Assistance Council
24 is hereby created within the office, the membership of which shall
25 be as follows: three city representatives; three county
26 representatives; seven representatives of regional planning
27 organizations; one member of the State Air Resources Board; one
28 member of the California Transportation Commission; one member
29 of the State Energy Resource Conservation and Development
30 Commission; one member appointed by the Speaker of Assembly;
31 one member appointed by the Senate Committee on Rules; and
32 one representative of Indian tribes and bands which have
33 reservations or rancherias within California. The city and county
34 representatives appointed pursuant to this subdivision shall be
35 selected by the director from nominees submitted by the League
36 of California Cities and by the California State Association of
37 Counties. Representatives of regional planning organizations
38 appointed pursuant to this subdivision shall be selected by the
39 director from nominees submitted by the regional planning
40 organizations set forth in paragraphs (1) to (5), inclusive, of

1 subdivision (b) and from nominees submitted by the California
2 Association of Councils of Governments for the representatives
3 of organizations set forth in paragraphs (6) and (7) of subdivision
4 (b). The representative of Indian tribes and bands shall be a member
5 of one tribe or band, and shall be selected by the director.

6 Appointment to the advisory council shall be for a term of two
7 years, provided that the members of the first council shall classify
8 themselves by lot so that one-half shall serve an initial term of one
9 year and one-half shall serve an initial term of two years. Vacancies
10 shall be filled in the same manner provided for the original
11 appointment.

12 (b) Seven of the council's members shall be from the governing
13 body of each of the following:

14 (1) The Southern California Association of Governments.

15 (2) The Metropolitan Transportation Commission or the
16 Association of Bay Area Governments. The person appointed to
17 the council pursuant to this paragraph shall be a member of the
18 governing body for both the Metropolitan Transportation
19 Commission and the Association of Bay Area Governments.

20 (3) The San Diego Association of Governments.

21 (4) The Sacramento Area Council of Governments.

22 (5) The San Joaquin Valley Regional Policy Council.

23 (6) A metropolitan planning organization or council of
24 governments that is not identified in paragraphs (1) to (5),
25 inclusive.

26 (7) A regional transportation planning agency, as defined in
27 Section 65080, that is neither a metropolitan planning organization
28 nor a council of governments.

29 (c) The council shall provide such advice as may be necessary
30 to assist the office in discharging the requirements of Sections
31 65040 to 65040.4, inclusive. In particular, the council shall:

32 (1) Assist the office in the preparation of the state long-range
33 goals and policies, in the manner specified in subdivision (a) of
34 Section 65040.

35 (2) Evaluate the planning functions of the various state agencies
36 involved in planning, in the manner specified in subdivision (c)
37 of Section 65040.

38 (3) Make appropriate decisions and provide such advice and
39 assistance as may be required by federal statute or regulation in
40 connection with any federal program administered by the office.

1 (4) Work with the Strategic Growth Council, created pursuant
2 to Section 75121 of the Public Resources Code, regional agencies,
3 such as metropolitan planning organizations or councils of
4 governments, and with cities and counties to facilitate the
5 implementation of regional blueprint projects.

6 (5) Develop recommendations to the Strategic Growth Council,
7 created pursuant to Section 75121 of the Public Resources Code,
8 the Department of General Services, the State Allocation Board,
9 the Department of Housing and Community Development, the
10 California Transportation Commission, the California Housing
11 and Finance Agency, and any other state agencies in order to
12 facilitate coordination between regional blueprint plans and state
13 growth and infrastructure funding plans.

14 (6) Receive reports, including, but not limited to, a copy of the
15 five-year infrastructure plan described in Section 13102.

16 (7) Report to the Legislature, in consultation and coordination
17 with the Strategic Growth Council, created pursuant to Section
18 75121 of the Public Resources Code, on the manner in which state
19 agencies are implementing the requirements of Chapter 1016 of
20 the Statutes of 2002.

21 (8) Report to the Legislature on regional performance measures,
22 evaluating the progress of each region of the state in improving
23 results for its residents in employment, environmental protection,
24 education, housing, mobility, and other criteria as determined by
25 the council. The council shall provide the Legislature with updates
26 to the report periodically, as the council determines is required.

27 (d) The council shall meet on call of the director of the office,
28 who shall convene at least two council meetings during each year.

29 (e) Council members shall serve without compensation, but
30 they may be reimbursed for actual expenses incurred in connection
31 with their duties.

32 (f) The council shall begin to perform the functions and other
33 duties set forth in paragraphs (4) to (8), inclusive, of subdivision
34 (c) when sufficient funding, as determined by the council, exists
35 from the revenue transmitted to it by metropolitan planning
36 organizations, councils of governments, or county transportation
37 commissions and subregional councils of governments jointly
38 preparing subregional sustainable communities strategies pursuant
39 to subdivision (b) of Section 65083.

1 SEC. 3. Section 65083 is added to the Government Code, to
2 read:

3 65083. (a) A metropolitan planning organization, as defined
4 in Section 134 of Title 23 of the United States Code, a council of
5 governments, as defined in Section 65582, or a county
6 transportation commission and a subregional council of
7 governments jointly preparing a subregional sustainable
8 communities strategy pursuant to subparagraph (C) of paragraph
9 (2) of subdivision (b) of Section 65080 may impose a surcharge
10 of one dollar (\$1) or two dollars (\$2) pursuant to Section 9250.6
11 of the Vehicle Code, on a motor vehicle registered to an owner
12 with an address in its jurisdiction. The surcharge may be imposed
13 only if the metropolitan planning organization, the council of
14 governments, or a county transportation commission and a
15 subregional council of governments jointly preparing a subregional
16 sustainable communities strategy adopts a resolution authorizing
17 the surcharge. A resolution by the Metropolitan Transportation
18 Commission or the Association of Bay Area Governments to
19 impose the surcharge shall be jointly adopted by resolution of both
20 of those entities, and the revenue from the surcharge shall be
21 divided in accordance with an agreement between these two
22 entities. A resolution by a county transportation commission or a
23 subregional council of governments within the jurisdiction of the
24 Southern California Association of Governments shall be jointly
25 adopted by resolution of both of the entities, and the revenue from
26 the surcharge shall be divided in accordance with an agreement
27 between the two entities. The surcharge shall apply to an original
28 vehicle registration occurring on or after six months following the
29 adoption of the resolution by the metropolitan planning
30 organization, council of governments, or a county transportation
31 commission and a subregional council of governments jointly
32 preparing a sustainable communities strategy and to a renewal of
33 registration with an expiration date on or after that six-month
34 period.

35 (b) All revenue received pursuant to this section shall be used
36 by the metropolitan planning organization, the council of
37 governments, or a county transportation commission and a
38 subregional council of governments jointly preparing a subregional
39 sustainable communities strategy solely to develop and implement
40 a sustainable communities strategy or a regional blueprint plan to

1 identify land use strategies to reduce the use of motor vehicles in
2 its jurisdiction and thereby reduce emissions into the environment
3 from motor vehicles. If the surcharge exceeds one dollar (\$1), all
4 amounts above one dollar (\$1) in a jurisdiction with a population
5 greater than 300,000 shall be used to provide grants to cities,
6 counties, and cities and counties for planning and projects related
7 to the implementation of a regional blueprint plan. The
8 metropolitan planning organization, the council of governments,
9 or a county transportation commission and a subregional council
10 of governments jointly preparing a subregional sustainable
11 communities strategy shall transmit 5 percent of all surcharge
12 revenue it receives pursuant to Section 9250.6 of the Vehicle Code
13 to the Planning Advisory and Assistance Council within the Office
14 of Planning and Research to perform the functions specified in
15 subdivision (f) of Section 65040.6.

16 (c) For purposes of this section, a sustainable communities
17 strategy and an alternative planning strategy shall both be
18 considered to be a regional blueprint.

19 SEC. 4. Section 75125 of the Public Resources Code is
20 amended to read:

21 75125. The council shall do all of the following:

22 (a) Identify and review activities and funding programs of
23 member state agencies that may be coordinated to improve air and
24 water quality, improve natural resource protection, increase the
25 availability of affordable housing, improve transportation, meet
26 the goals of the California Global Warming Solutions Act of 2006
27 (Division 25.5 (commencing with Section 38500) of the Health
28 and Safety Code), encourage sustainable land use planning, and
29 revitalize urban and community centers in a sustainable manner.
30 At a minimum, the council shall review and comment on the
31 five-year infrastructure plan developed pursuant to Article 2
32 (commencing with Section 13100) of Chapter 2 of Part 3 of
33 Division 3 of the Government Code and the State Environmental
34 Goals and Policy Report developed pursuant to Section 65041 of
35 the Government Code.

36 (b) Recommend policies and investment strategies and priorities
37 to the Governor, the Legislature, and to appropriate state agencies
38 to encourage the development of sustainable communities, such
39 as those communities that promote equity, strengthen the economy,

1 protect the environment, and promote public health and safety,
2 and is consistent with subdivisions (a) and (c) of Section 75065.

3 (c) Provide, fund, and distribute data and information to local
4 governments and regional agencies that will assist in developing
5 and planning sustainable communities.

6 (d) Manage and award grants and loans to support the planning
7 and development of sustainable communities, pursuant to Sections
8 75127, 75128, and 75129. To implement this subdivision, the
9 council may do all of the following:

10 (1) Develop guidelines for awarding financial assistance,
11 including criteria for eligibility and additional consideration.

12 (2) Develop criteria for determining the amount of financial
13 assistance to be awarded. The council shall award a revolving loan
14 to an applicant for a planning project, unless the council determines
15 that the applicant lacks the fiscal capacity to carry out the project
16 without a grant. The council may establish criteria that would allow
17 the applicant to illustrate an ongoing commitment of financial
18 resources to ensure the completion of the proposed plan or project.

19 (3) Provide for payments of interest on loans made pursuant to
20 this article. The rate of interest shall not exceed the rate earned by
21 the Pooled Money Investment Board.

22 (4) Provide for the time period for repaying a loan made
23 pursuant to this article.

24 (5) Provide for the recovery of funds from an applicant that fails
25 to complete the project for which financial assistance was awarded.
26 The council shall direct the State Controller to recover funds by
27 any available means.

28 (6) Provide technical assistance for application preparation.

29 (7) Designate a state agency or department to administer
30 technical and financial assistance programs for the disbursing of
31 grants and loans to support the planning and development of
32 sustainable communities, pursuant to Sections 75127, 75128, and
33 75129.

34 (e) No later than July 1, 2010, and every year thereafter, provide
35 a report to the Legislature that shall include, but is not limited to,
36 all of the following:

37 (1) A list of applicants for financial assistance.

38 (2) Identification of which applications were approved.

39 (3) The amounts awarded for each approved application.

40 (4) The remaining balance of available funds.

1 (5) A report on the proposed or ongoing management of each
2 funded project.

3 (6) Any additional minimum requirements and priorities for a
4 project or plan proposed in a grant or loan application developed
5 and adopted by the council pursuant to subdivision (c) of Section
6 75216.

7 (7) In making recommendations pursuant to subdivisions (a)
8 and (b) and in providing data and information pursuant to
9 subdivision (c), the council shall consult with and coordinate its
10 recommendations with the Planning Advisory and Assistance
11 Council created pursuant to Section 65040.6 of the Government
12 Code.

13 SEC. 5. Section 9250.6 is added to the Vehicle Code, to read:

14 9250.6. (a) In addition to any other fees specified in this code,
15 the Health and Safety Code, and the Revenue and Taxation Code,
16 a surcharge of one dollar (\$1) or two dollars (\$2) may be imposed
17 by a metropolitan planning organization, a council of governments,
18 or a county transportation commission and a subregional council
19 of governments jointly preparing a subregional sustainable
20 communities strategy pursuant to subparagraph (C) of paragraph
21 (2) of subdivision (b) of Section 65080, and shall be paid to the
22 department as follows:

23 (1) Upon initial registration on or after the date the department
24 begins collecting the fee for a motor vehicle not previously
25 registered in this state that is registered to an owner with an address
26 in the jurisdiction of the metropolitan planning organization, the
27 council of governments, or the county transportation commission
28 and the subregional council of governments jointly preparing a
29 subregional sustainable communities strategy requesting imposition
30 of the surcharge.

31 (2) Upon renewal of registration of a motor vehicle to an owner
32 with an address in the jurisdiction of the metropolitan planning
33 organization, the council of governments, or the county
34 transportation commission and the subregional council of
35 governments jointly preparing a subregional sustainable
36 communities strategy requesting imposition of the surcharge for
37 which the registration period expires after the date the department
38 begins collecting the fee.

39 (b) Prior to the adoption of a surcharge pursuant to this section,
40 the metropolitan planning organization, the council of governments,

1 or the county transportation commission and the subregional
2 council of governments jointly preparing a subregional sustainable
3 communities strategy shall approve the imposition of the surcharge
4 through the adoption of a resolution, as specified in Section 65083
5 of the Government Code.

6 (c) The metropolitan planning organization, *the* council of
7 governments, or the county transportation commission and the
8 subregional council of governments jointly preparing a subregional
9 sustainable communities strategy shall pay for the costs identified
10 by the department to administer the surcharge. After deducting
11 those costs, the department shall transmit the surcharge revenue
12 quarterly to the metropolitan planning organization, the council
13 of governments, or the county transportation commission and the
14 subregional council of governments jointly preparing a subregional
15 sustainable communities strategy.

16 (d) (1) *The metropolitan planning organization, the council of*
17 *governments, or the county transportation commission and the*
18 *subregional council of governments jointly preparing a subregional*
19 *sustainable communities strategy shall contract with the*
20 *department to pay for the initial setup and programming costs*
21 *identified by the department.*

22 (2) *These initial setup and programming costs shall be*
23 *reimbursed to the metropolitan planning organization, the council*
24 *of governments, or the county transportation commission and the*
25 *subregional council of governments jointly preparing a subregional*
26 *sustainable communities strategy from surcharge revenues*
27 *collected.*

BILL: SB 474 (Ducheny, D – San Diego)
Introduced February 26, 2009
Amended April 27, 2009
Amended May 21, 2009
Amended June 3, 2009

SUBJECT: Requires specific findings to be met before a lead agency could utilize existing design-build or public-private partnership authority

STATUS: Pending in Senate Transportation and Housing Committee

SUMMARY AS OF JUNE 8, 2009:

SB 474 requires a lead agency, before awarding a contract or entering into an agreement related to a pilot program involving design-build or public-private partnership (PPP) authority, to make specific findings. Under existing law, as authorized in trailer bill language from the fiscal year 2009-2010 state budget, local transportation entities are authorized to use design-build for up to five projects statewide related to local streets and roads, bridges, tunnels, or public transit; and the California Department of Transportation (Caltrans) is authorized to utilize the same authority for up to 10 state highway, bridge, or tunnel projects. In addition, the budget language authorized unlimited use of PPP for transportation projects until 2017.

Under SB 474, before utilizing the above authority, the lead agency would be required to make any of the below findings related to the chosen alternative method of delivery and its comparison to traditional methods of project delivery:

- Accelerates project completion
- Produces savings in personnel or financial resources
- Results in lower costs for the users of the facility
- Brings financial resources to the project that were otherwise unavailable

For projects where there is joint control by Caltrans and a regional transportation agency, both parties must concur in finding that the chosen project delivery method results in one of the above benefits. The California Transportation Commission (CTC) is to work with Caltrans and regional transportation agencies to develop methodologies for defining the above factors. There is no timeline provided in SB 474 for when these guidelines must be completed.

Furthermore, the CTC is to create a consolidated report to the legislature on the benefits provided by the pilot design-build and PPP projects, including any savings in time or resources by the lead agency of the project or the users of the facility. In order to create this consolidated report, a transportation agency involved in implementing either type of program is to provide any information requested by the CTC deemed necessary for the completion of the report. Already under existing law, the CTC is to create a peer review committee to conduct an evaluation of the 15 projects selected for

design-build authority. From the findings of this commission, the CTC is to submit a report to the Legislature by June 30, 2012 and again by June 30, 2015.

EFFECTS ON ORANGE COUNTY:

As sponsored by the Professional Engineers in California Government (PECG), SB 474 would delay projects that transportation agencies, such as the Orange County Transportation Authority (OCTA), hope to implement using the design-build and PPP authority granted in the budget trailer bill language. The intent behind the adoption of such authority by the state legislature was to help streamline transportation projects, thereby creating more immediate economic benefits for the state through job creation and by project cost savings. By requiring transportation agencies wishing to exercise such authority to make additional specified findings, this will further delay the achievement of these economic benefits. In addition, because the required findings are vague, this could lead to disputes over the sufficiency of any findings made by a transportation agency. Furthermore, because there is no set timeline for when the CTC must adopt guidelines to define such findings, it is unknown when transportation agencies will actually be able to implement projects using the PPP and design-build authority.

SB 474 may also create further delays in situations involving projects on a state highway where Caltrans and a transportation planning agency both have control over the project. In these cases, both entities would have to concur in making the specified findings. However, often times Caltrans and transportation planning agencies have competing interests in the use of design-build and PPP authority. Any conflict that occurs would only serve to further delay these projects, and may lead to a deterrence on using design-build or PPP authority because transportation agencies would not want to further extend the project development timeline.

Many of these provisions are also duplicative of existing law, creating unnecessary, additional delays. The consolidated report the CTC is to submit to the Legislature is similar to the report the CTC is already required to submit regarding the design-build authority granted by the budget trailer bill language. Although there is a clear need for the legislature to be fully informed of the benefits these alternative methods of project delivery provide, it is unnecessary to submit duplicative reports by the same agency.

There are many projects the OCTA is currently considering for potential eligibility to use the design-build and PPP authority granted under the budget trailer bill language, including the San Diego Freeway (Interstate 405) Improvement Project. The provisions included under SB 474 would only serve to further lengthen the already extensive timelines involved with implementing these projects.

Because SB 474 was recently amended, many agencies are still in the process of evaluating the bill. The Self-Help Counties Coalition has adopted an oppose position.

OCTA POSITION:

Staff recommends: OPPOSE

AMENDED IN SENATE JUNE 3, 2009
AMENDED IN SENATE MAY 21, 2009
AMENDED IN SENATE APRIL 27, 2009

SENATE BILL

No. 474

Introduced by Senator Ducheny

February 26, 2009

An act to add Section 14105.1 to the Government Code, relating to transportation, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 474, as amended, Ducheny. Transportation: pilot programs.

Existing law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance or use of all highways which are under its jurisdiction. *Existing law provides for the California Transportation Commission to program certain transportation funds for particular projects, and to report to the Legislature on various transportation policy matters.* Existing law authorizes the department and certain local agencies to enter into agreements for transportation projects under pilot programs using public-private partnerships. Existing law authorizes certain transportation projects under pilot programs using design-build and design-sequencing *contracting methods*. ~~For certain transportation pilot programs, existing law makes the department responsible for environmental coordination.~~

This bill would *require the lead agency for a project, prior to awarding any contract or entering into any agreement for a pilot program involving an alternative contracting or financing method, to*

make a finding that the use of that method will provide specified benefits. The bill would require the ~~department~~ California Transportation Commission to provide an annual consolidated report to the Legislature on the progress of and savings resulting from those pilot programs, as specified, based on input from the department and regional agencies. The bill would require the ~~department~~ to present to the California Transportation Commission, for its review and comment, a draft of commission to develop the methodology for determining those savings benefits. The bill would also require the lead agency for the project, prior to awarding any contract or entering into any agreement for a pilot program involving innovative contracting or financing authority, to make a finding that the use of that authority will provide specified benefits.

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

Vote: $\frac{2}{3}$. 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 14105.1 is added to the Government
 2 Code, to read:
 3 14105.1. (a) ~~The department shall, on an annual basis, provide~~
 4 ~~a consolidated report to the Legislature on the progress of the~~
 5 ~~following pilot programs:~~
 6 (1) ~~Public-private partnerships.~~
 7 (2) ~~Design-build and design-sequencing.~~
 8 (3) ~~Environmental coordination or streamlining under the~~
 9 ~~California Environmental Quality Act or the National~~
 10 ~~Environmental Policy Act.~~
 11 (4) ~~Any other pilot programs involving innovative construction~~
 12 ~~and contracting techniques.~~
 13 (b)
 14 14105.1. (a) (1) Prior to awarding any contract or entering
 15 into any agreement for a pilot program involving *innovative an*
 16 *alternative* contracting or financing authority ~~under the law method~~
 17 *identified in subdivision (c)*, the lead agency for the project shall
 18 make a finding that the use of ~~that authority~~ *the alternative method*
 19 will provide ~~an acceleration in~~ *any of the following benefits to the*

1 *public when compared to a traditional contracting or financing*
2 *method:*

3 (A) *Accelerates the project completion date, or date.*

4 (B) *Produces savings in personnel or financial resources, or*
5 *bring resources.*

6 (C) *Results in lower costs to the users of the facility developed*
7 *under the method.*

8 (D) *Brings financial resources to the project that would not*
9 *otherwise be available. If*

10 (2) *If a project is under joint control of the department and a*
11 *local agency, both agencies shall concur in the finding before a*
12 *contract may be awarded.*

13 (b) *The commission, in cooperation with the department and*
14 *regional transportation agencies, shall develop the methodology*
15 *for determining whether a project will provide the benefits that*
16 *are identified in subdivision (a).*

17 (c) (1) *The commission shall, on an annual basis, provide a*
18 *consolidated report to the Legislature on the progress of the*
19 *following pilot programs:*

20 (A) *Public-private partnerships authorized pursuant to Section*
21 *143 of the Streets and Highways Code.*

22 (B) *Design-build authorized pursuant to Chapter 6.5*
23 *(commencing with Section 6800) of Part 1 of Division 2 of the*
24 *Public Contract Code.*

25 (C) *Design-sequencing authorized pursuant to Article 6.5*
26 *(commencing with Section 217) of Chapter 1 of Division 1 of the*
27 *Streets and Highways Code.*

28 (e)

29 (2) *The consolidated report required by this section shall include*
30 *information on any savings in time or resources resulting from*
31 *the lead agency or to users of the resulting facility due to the pilot*
32 *programs specified in subdivision (a) and the methodology for*
33 *determining those savings. A draft of the methodology shall be*
34 *presented to the California Transportation Commission for its*
35 *review and comment.*

36 (d) *Notwithstanding any other provision of law, the consolidated*
37 *report required by this section shall be the only report required for*
38 *the pilot programs described in subdivision (a); this subdivision,*
39 *as well as the information required by Sections 143 and 217.8 of*

1 *the Streets and Highways Code and Section 6811 of the Public*
2 *Contract Code.*

3 (3) *The consolidated report may be incorporated into the*
4 *commission's annual report to the Legislature as required by*
5 *Section 14535.*

6 (d) (1) *The department shall submit to the commission the*
7 *reports required by Section 217.8 of the Streets and Highways*
8 *Code for the purpose of preparation of the consolidated report.*

9 (2) *Upon request by the commission, any transportation agency*
10 *involved in one of the pilot programs specified in subdivision (c)*
11 *shall provide information deemed necessary by the commission*
12 *for the purpose of preparation of the consolidated report.*

13 (e) It is the intent of the Legislature that agencies that seek to
14 utilize an alternative contracting or financing method justify the
15 use of that method by making a finding regarding the benefits that
16 the method is expected to yield for the public. It is further the intent
17 of the Legislature that agencies using such a method report on the
18 extent to which the method did in fact produce the expected
19 benefits.

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

24 In order to require reporting for pilot programs, and findings for
25 pilot programs involving ~~innovative~~ *alternative* contracting or
26 financing, by the ~~Department of Transportation~~ *California*
27 *Transportation Commission* at the earliest possible time, it is
28 necessary that this act take effect immediately.

BILL: SB 555 (Kehoe, D – San Diego)
Introduced February 27, 2009
Amended April 13, 2009
Amended April 28, 2009
Amended May 12, 2009
Amended May 21, 2009

SUBJECT: Creates notice and procedural requirements for the condemnation of land subject to a conservation easement

STATUS: Passed Senate Judiciary Committee 3-2
Passed Senate Floor 22-14
Pending in Assembly

SUMMARY AS OF JUNE 8, 2009:

SB 555 would amend eminent domain law to create specific notice and procedure requirements that an agency would need to follow before condemning land subject to a conservation easement. Under existing law, a conservation easement is established to protect the land's natural, scenic, historical, agricultural, forested or open-spaced condition, and can only be established by a tax-exempt non-profit organization, local government, or Native American tribe. Although existing law requires that holders of wildlife conservation easements be given notice and an opportunity to be heard prior to condemnation proceedings, similar requirements do not exist for holders or purchasers of other types of conservation easements. Instead, land subject to a conservation easement is governed by traditional eminent domain law, which requires notice to be given to each person whose name is on the title of the property. Because notice is only required to be given to those parties that have title over the property, those who own the conservation easement are not required to be given notice.

Specifically, SB 555 would amend existing law to require an entity seeking to acquire such land to give 90 day notice of the condemnation hearing to the holder of the conservation easement. This notice is to include instructions to the holder of the easement that they are to forward the notice to any public agency that provided funds to purchase the easement, informing them that they have 30 days from the mailing to submit written comments on the condemnation to the acquiring entity. The holder of the conservation easement is also to inform the acquiring entity of any public agency purchasers that were provided the above notice.

The holder of the conservation easement is then to provide any written objections to the acquiring entity on or before 45 days after the acquiring entity mailed the notice. Any public entity that provided funding to originally establish the conservation easement is to provide objections on or before 30 days after the holder of the easement mailed notice to the entity. Within 30 days of receiving these objections, the acquiring entity is to respond in writing. The acquiring entity is then to provide notice to each of the above entities that they have a right to be heard at the hearing on the resolution of necessity,

and that failure to file a written request to be heard within 15 days after the notice was mailed would constitute a waiver of those rights.

If land with a conservation easement is ultimately condemned, SB 555 specifies that the holder of the conservation easement is entitled to compensation equal to at least the fair market value of the property if the conservation easement did not exist. Under existing eminent domain law, the property owner is entitled to the fair market value of the land, but the conservation easement can be taken into account when establishing that value.

EFFECTS ON ORANGE COUNTY:

The Orange County Transportation Authority (OCTA) has been required to exercise the power of eminent domain to acquire land which is needed to build various projects. This process is already time-intensive and costly, with litigation often resulting over whether the land is needed to further the public interest, or whether the property is appraised at a sufficient value.

By requiring additional notice requirements beyond those required under existing law for conservation easements, the provisions under SB 555 will further delay projects by public agencies, such as OCTA, that must acquire land subject to a conservation easement. Existing law does not specify a specific time period which notice must be given to a property owner, but typically a public agency gives 30 days notice. SB 555, which requires 90 day notice, extends this time period by at least 60 days.

Furthermore, there is a greater potential for litigation regarding the adequacy of the notice, and whether all purchasers and holders of conservation easements have been given proper notice. It is the responsibility of the holder of the conservation easement to pass notice to any public entity that provided funds for the establishment of the conservation easement. However, if such notice is not given, those public entities may argue that they were not given notice, thereby delaying the process at no fault of the acquiring entity. In addition, because the acquiring entity must respond to any objections by the entities that hold or purchased the conservation easement, potential litigation could ensue over the adequacy of such responses.

In regards to the value of the land, SB 555 may require an acquiring entity to pay an over-inflated value for land subject to a conservation easement. A conservation easement often times decreases the value of land by placing restrictions on how the land can be built or used. Because SB 555 requires that the conservation easement not be taken into account when calculating the fair market value of the land, it is likely that this calculation will result in a higher value for the land. This will lead to additional costs for the acquiring entity.

Finally, if SB 555 passes, this could lead to another tool to prevent or delay certain projects from being built. Because conservation easements are relatively cheaper than purchasing land outright, many groups may establish these easements permanently or temporarily to protect land necessary for certain projects. The Transportation Corridors

Agency and the County of Orange are both in opposition to this bill because of the potential that groups will utilize this new tool to block or further delay projects like the Foothill-South Toll Road (State Route 241) extension.

OCTA POSITION:

Staff recommends: OPPOSE

AMENDED IN SENATE MAY 21, 2009
AMENDED IN SENATE MAY 12, 2009
AMENDED IN SENATE APRIL 28, 2009
AMENDED IN SENATE APRIL 13, 2009

SENATE BILL

No. 555

Introduced by Senator Kehoe

February 27, 2009

An act to add Section 1240.055 to the Code of Civil Procedure, relating to eminent domain.

LEGISLATIVE COUNSEL'S DIGEST

SB 555, as amended, Kehoe. Eminent Domain Law: conservation easement.

Existing law authorizes various agencies to acquire land for purposes related to conservation. Existing law provides for a conservation easement to retain land predominantly in its natural, scenic, historical, agricultural, forested, or open-space condition. Existing law establishes procedures for the independent appraisal review of land to be acquired for conservation and establishes a conservation easement registry. Existing law prohibits, with a specified exception, the sale of conservation lands to another owner or the transfer of possession and control of conservation lands to another agency, unless specified actions occur.

The California Constitution permits private property to be taken or damaged for public use only when just compensation is paid. The Eminent Domain Law prescribes how that constitutionally authorized power may be exercised and permits that exercise only for a public use. Existing law prohibits a public entity from commencing an eminent

domain proceeding until its governing body has adopted a resolution of necessity that meets specified requirements.

This bill would revise the Eminent Domain Law to establish requirements for acquisition of property subject to a conservation easement. The bill would require the person seeking to acquire the property to give the holder of the conservation easement a notice containing specified information and an opportunity to state any objections to the acquisition. The bill would require the holder of conservation easement to provide notice, as specified, of the proposed acquisition to a public entity that helped fund the purchase of the conservation easement or that imposed conditions on a project that were satisfied, in whole or in part, by the conservation easement. ~~The bill would provide that a holder of a conservation easement or a public entity, as described above, that fails to make written objection to the acquisition within specified time periods would waive the right to appear and be heard at the hearing prior to the adoption of a resolution of necessity.~~ The bill would require a person seeking to acquire the property subject to a conservation easement to respond to any objections in writing and provide by first-class mail the response to each easement holder or public entity that filed an objection. The bill would require the notice of the hearing on the resolution of necessity to be sent to any holder of a conservation easement or public entity ~~that submits objections, as specified, and to contain information regarding the effect of failing to file a written request to appear and be heard.~~ The bill would require that a resolution of necessity to acquire property subject to a conservation easement to refer to specific authority for the acquisition of the property. The bill would specify that the holder of a conservation easement is entitled to compensation under the Eminent Domain Law.

To the extent that this bill would impose new duties on a local governmental entity, this bill would create 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 1240.055 is added to the Code of Civil
2 Procedure, to read:
3 1240.055. (a) As used in this section, the following terms have
4 the following meanings:
5 (1) "Conservation easement" means a conservation easement
6 as defined in Section 815.1 of the Civil Code and recorded as
7 required by Section 815.5 of the Civil Code.
8 (2) "Holder of a conservation easement" means an entity or
9 organization authorized to acquire and hold conservation easements
10 pursuant to Section 815.3 of the Civil Code.
11 (3) "Person" means any person authorized to acquire property
12 by eminent domain.
13 (4) "Property appropriated to public use," as used in Article 6
14 (commencing with Section 1240.510) and Article 7 (commencing
15 with Section 1240.610), includes a conservation easement.
16 (b) A person authorized to acquire property for a particular use
17 by eminent domain shall exercise the power of eminent domain
18 to acquire, for public use, property that is subject to a conservation
19 easement only as provided in this section.
20 (c) Not later than 90 days prior to the hearing held pursuant to
21 Section 1245.235, the person seeking to acquire property subject
22 to a conservation easement shall give notice to the holder of a
23 conservation easement as provided in this subdivision.
24 (1) The notice required by this subdivision shall be sent by
25 first-class mail and, subject to the provisions of paragraph (2),
26 shall state all of the following:
27 (A) A general description, in text or by diagram, of the property
28 subject to a conservation easement that the person proposes to
29 acquire by eminent domain.
30 (B) A description of the public use or improvement that the
31 person is considering for the property subject to a conservation
32 easement.
33 (C) The date by which objections may be submitted pursuant
34 to paragraph (3).

1 (D) A description of the duty of the holder of the conservation
2 easement, if the duty exists under paragraph (2), to provide a copy
3 of the notice by first-class mail to each public entity that provided
4 funds for the purchase of the easement or that imposed conditions
5 on a project that were satisfied, in whole or in part, by the
6 conservation easement, within 15 days of receipt of the notice from
7 the person seeking to acquire property, and a statement that any
8 such public entity has 30 days from the date the conservation
9 easement holder mailed the notice to submit written objections.
10 This description shall specifically reference paragraph (2) of
11 subdivision (c) of Section 1240.055 of the Code of Civil Procedure.

12 ~~(E) A statement indicating that the failure of the holder of the~~
13 ~~conservation easement to provide, in writing, its objections to the~~
14 ~~acquisition, on or before 45 days after the date the notice from the~~
15 ~~person seeking to acquire property is mailed, will result in the~~
16 ~~waiver of the right to appear and be heard at the hearing required~~
17 ~~prior to the adoption of the resolution of necessity.~~

18 (2) (A) If the requirements of subparagraph (B) are met, the
19 holder of the conservation easement shall provide by first-class
20 mail a copy of the notice described in paragraph (1) to any public
21 entity that provided funds for the purchase of the conservation
22 easement or that imposed conditions on a project that were
23 satisfied, in whole or in part, by the conservation easement. The
24 holder of the conservation easement shall provide the copy of the
25 notice to the public entity within 15 days of receipt of the notice
26 from the person seeking to acquire property and shall also notify
27 the person seeking to acquire property of any public entity that is
28 entitled to notification.

29 (B) Subparagraph (A) shall apply only if one of the following
30 is true:

31 (i) The holder of the easement is the original grantee of the
32 conservation easement and there is a public entity as described in
33 subparagraph (A).

34 (ii) The holder of the easement has actual knowledge of a public
35 entity as described in subparagraph (A).

36 (iii) Recorded documents evidence the identity of a public entity
37 as described in subparagraph (A).

38 (3) The holder of the conservation easement or the public entity
39 receiving notice, or both, may provide to the person seeking to
40 acquire the property written objections to the acquisition, including

1 identifying any potential conflict between the public use proposed
2 for the property and the purposes and terms of the conservation
3 easement. The holder of the conservation easement shall provide
4 these objections, if any, on or before 45 days after the date the
5 person seeking to acquire property mailed the notice ~~or waive the~~
6 ~~right to appear and be heard at the hearing required prior to the~~
7 ~~adoption of the resolution of necessity.~~ A public entity as described
8 in paragraph (2) shall provide these objections, if any, on or before
9 30 days after the date a conservation easement holder mailed a
10 copy of the notice to the entity ~~or waive the right to appear and be~~
11 ~~heard at the hearing required prior to the adoption of the resolution~~
12 ~~of necessity.~~

13 (d) The person seeking to acquire the property subject to a
14 conservation easement shall, within 30 days after receipt of written
15 objections from the holder of the conservation easement or from
16 a public entity described in paragraph (2) of subdivision (c) shall
17 respond in writing to the objections. The response to the objections
18 shall be mailed by first-class mail to each easement holder or public
19 entity that filed an objection.

20 (e) The notice of the hearing on the resolution of necessity,
21 pursuant to Section 1245.235, shall be sent *by first-class mail* to
22 any holder of a conservation easement and public entity ~~that~~
23 ~~submits objections of which the person seeking to acquire the~~
24 ~~property has received notice pursuant to paragraph (2) of~~
25 ~~subdivision (c) and shall inform them that they have the right to~~
26 ~~appear and be heard on the matters referred to in Sections 1240.030,~~
27 ~~1240.510, and 1240.610. The notice shall state that, pursuant to~~
28 ~~paragraph (3) of subdivision (b) of Section 1245.235, failure to~~
29 ~~file a written request to appear and be heard within 15 days after~~
30 ~~the notice was mailed will result in a waiver of the right to appear~~
31 ~~and be heard.~~ The resolution of necessity to acquire property
32 subject to a conservation easement shall refer specifically to either
33 to Section 1240.510 or 1240.610 as authority for the acquisition
34 of the property.

35 (f) In any eminent domain proceeding to acquire property subject
36 to a conservation easement, the holder of the conservation easement
37 shall be named as a defendant, as set forth in Section 1250.220,
38 may appear in the proceedings as set forth in Section 1250.230,
39 and shall have all the same rights and obligations as any other
40 defendant in the eminent domain proceeding.

1 (g) The holder of a conservation easement is entitled to
2 compensation pursuant to subdivision (a) of Section 1260.220 and
3 Chapter 9 (commencing with Section 1263.010). Compensation
4 for the taking of the property subject to a conservation easement
5 shall be no less than the fair market value of the property if it were
6 unencumbered by that conservation easement.

7 (h) This section shall not apply if the requirements of Section
8 1348.3 of the Fish and Game Code apply.

9 SEC. 2. If the Commission on State Mandates determines that
10 this act contains costs mandated by the state, reimbursement to
11 local agencies and school districts for those costs shall be made
12 pursuant to Part 7 (commencing with Section 17500) of Division
13 4 of Title 2 of the Government Code.

Impact of Proposal to Divert Gas Tax Subvention Funds on Orange County

City Breakdown of Gas Tax Diversions

Local Agency	Streets and Highways Code Section					Total fiscal year (FY) 2009-2010 impact	Administration Proposal (75% Permanent Diversion)	LAO Proposal (One time)
	Sect. 2104	Sect. 2105	Sect. 2106	Sect. 2107	Sect. 2107.5			
Aliso Viejo	-	\$246,431	\$157,527	\$328,402	\$6,000	\$738,360	\$553,770	\$738,360
Anaheim	-	\$1,888,836	\$1,174,485	\$2,517,122	\$10,000	\$5,590,443	\$4,192,832	\$5,590,443
Brea	-	\$218,286	\$140,099	\$290,894	\$6,000	\$655,279	\$491,459	\$655,279
Buena Park	-	\$450,764	\$284,047	\$600,702	\$7,500	\$1,343,013	\$1,007,260	\$1,343,013
Costa Mesa	-	\$620,611	\$389,215	\$827,046	\$10,000	\$1,846,872	\$1,385,154	\$1,846,872
Cypress	-	\$269,806	\$172,000	\$359,551	\$6,000	\$807,357	\$605,518	\$807,357
Dana Point	-	\$201,408	\$129,649	\$268,403	\$6,000	\$605,460	\$454,095	\$605,460
Fountain Valley	-	\$315,466	\$200,272	\$420,400	\$7,500	\$943,638	\$707,729	\$943,638
Fullerton	-	\$748,497	\$468,400	\$997,470	\$10,000	\$2,224,367	\$1,668,275	\$2,224,367
Garden Grove	-	\$942,542	\$588,550	\$1,256,061	\$10,000	\$2,797,153	\$2,097,865	\$2,797,153
Huntington Beach	-	\$1,101,476	\$686,960	\$1,467,861	\$10,000	\$3,266,297	\$2,449,723	\$3,266,297
Irvine	-	\$1,142,627	\$712,440	\$1,522,700	\$10,000	\$3,387,767	\$2,540,825	\$3,387,767
Laguna Beach	-	\$136,866	\$89,685	\$182,392	\$6,000	\$414,943	\$311,207	\$414,943
Laguna Hills	-	\$184,138	\$118,956	\$245,389	\$6,000	\$554,483	\$415,862	\$554,483
Laguna Niguel	-	\$364,219	\$230,460	\$485,370	\$7,500	\$1,087,549	\$815,662	\$1,087,549
Laguna Woods	-	\$100,437	\$67,129	\$133,846	\$4,000	\$305,412	\$229,059	\$305,412
La Habra	-	\$341,117	\$216,155	\$454,583	\$7,500	\$1,019,355	\$764,516	\$1,019,355
Lake Forest	-	\$426,523	\$269,038	\$568,398	\$7,500	\$1,271,459	\$953,594	\$1,271,459
La Palma	-	\$88,096	\$59,488	\$117,400	\$4,000	\$268,984	\$201,738	\$268,984
Los Alamitos	-	\$66,393	\$46,050	\$88,478	\$3,000	\$203,921	\$152,941	\$203,921
Mission Viejo	-	\$538,854	\$338,592	\$718,094	\$7,500	\$1,603,040	\$1,202,280	\$1,603,040
Newport Beach	-	\$460,490	\$290,070	\$613,664	\$7,500	\$1,371,724	\$1,028,793	\$1,371,724
Orange	-	\$767,079	\$479,906	\$1,022,233	\$10,000	\$2,279,218	\$1,709,414	\$2,279,218
Placentia	-	\$281,711	\$179,372	\$375,417	\$7,500	\$844,000	\$633,000	\$844,000
Rancho Santa Margarita	-	\$271,020	\$172,752	\$361,170	\$6,000	\$810,942	\$608,207	\$810,942
San Clemente	-	\$369,747	\$233,883	\$492,737	\$7,500	\$1,103,867	\$827,900	\$1,103,867
San Juan Capistrano	-	\$200,319	\$128,975	\$266,951	\$6,000	\$602,245	\$451,684	\$602,245
Santa Ana	-	\$1,924,808	\$1,196,758	\$2,565,058	\$10,000	\$5,696,624	\$4,272,468	\$5,696,624
Seal Beach	-	\$141,523	\$92,569	\$188,597	\$60,000	\$482,689	\$362,017	\$482,689
Stanton	-	\$213,901	\$137,385	\$285,052	\$6,000	\$642,338	\$481,754	\$642,338
Tustin	-	\$404,199	\$255,215	\$538,649	\$7,500	\$1,205,563	\$904,172	\$1,205,563
Villa Park	-	\$34,087	\$26,046	\$45,426	\$2,000	\$107,559	\$80,669	\$107,559
Westminster	-	\$506,635	\$318,642	\$675,158	\$7,500	\$1,507,935	\$1,130,951	\$1,507,935
Yorba Linda	-	\$372,035	\$235,299	\$495,785	\$7,500	\$1,110,619	\$832,964	\$1,110,619
Orange County Transportation Authority	\$ 15,613,779	\$7,016,161	\$370,064	-	-	\$23,000,004	\$17,250,003	\$23,000,004
County of Orange	\$ 12,660,050	5688882	300057	-	-	\$18,648,989	\$13,986,742	\$18,648,989
Total	\$ 28,273,829	\$29,045,990	\$10,956,190	\$21,776,459	\$297,000	\$90,349,468	\$67,762,101	\$90,349,468



Orange County Transportation Authority Legislative Matrix

**2009 State Legislation Session
June 18, 2009**

SPONSORED BILL			
BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SB 454 (Lowenthal – D) Department of Transportation: Division of Rail	Serves as the legislative vehicle for any necessary policy modifications resulting from the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail integration study currently being completed by several Southern California regional transportation agencies	INTRODUCED: 2/26/2009 LOCATION: Senate Rules Committee STATUS: 03/12/2009 To SENATE Committee on RULES	SPONSOR
BILLS WITH POSITIONS			
BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
▶ AB 628 (Block - D) Vehicles: Toll Evasion Violations	Permits agencies to use pay-by-plate processing for toll roads and bridges. Provides that where the issuing agency permits pay-by-plate toll processing and payment of tolls and other charges, it is prima facie evidence of toll evasion violation for a person to enter the toll road or bridge without lawful money of the United States in the person's immediate possession, a transponder or other electronic payment device, or valid California vehicle plates properly affixed to the vehicle.	INTRODUCED: 02/25/2009 LAST AMENDED: 04/02/2009 LOCATION: <i>Senate Transportation and Housing Committee</i> STATUS: 05/21/2009 To SENATE Committees on TRANSPORTATION AND HOUSING and PUBLIC SAFETY.	SUPPORT Sponsor: South Bay Expressway (State Route 125) Support: Metropolitan Transportation Commission, Transportation Corridor Agencies

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 729 (Evans - D)</p> <p>Public Contracts: Transit Design-Build Contracts</p>	<p>Amends existing law to extend the January 1, 2011 sunset provision to allow transit operators to enter into design-build contracts for transit capital projects until January 1, 2015.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 04/22/2009 LOCATION: <i>Senate Transportation and Housing Committee</i></p> <p>STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>SUPPORT</p> <p>Sponsor: California Transit Association</p> <p>Support: Foothill Transit, San Diego Association of Governments, Santa Clara Valley Transportation Authority</p>
<p>► AB 1072 (Eng - D)</p> <p>Public Transportation Modernization, Improvement, and Service Enhancement Account</p>	<p>Clarifies that the formula used to calculate an agency's share of Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) is to be the same in future fiscal years (FY) as was used to appropriate funding in the FY 2009-2010 budget. Requires eligible project sponsors to provide the California Department of Transportation a list of projects that they plan to fund with PTMISEA funds that have not yet been appropriated.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/05/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 05/28/2009 In ASSEMBLY. Read third time, urgency clause adopted. Passed ASSEMBLY. To Senate.</p>	<p>SUPPORT</p> <p>Sponsor: California Transit Association</p> <p>Support: LAMTA, Foothill Transit, Santa Clara Valley Transportation Authority.</p>
<p>► AB 1403 (Eng - D)</p> <p>Local Transportation Fund: Planning</p>	<p>Relates to local transportation funds planning and programming in the Southern California Association of Governments (SCAG) area. In the multicounty region that is within SCAG, specified percentages of Transportation Development Act annual revenues may be allocated to the statutorily created county transportation commissions in five individual counties, and up to 3/4 of one percent of annual revenues, but not more than \$1,000,000, may be allocated by the commissions in Los Angeles, Orange, Riverside, and San Bernardino counties, proportionately, to SCAG for its transportation planning and programming functions. This bill would delete the \$1,000,000 limitation on allocations of these funds by the four county transportation commissions to SCAG.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/28/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>SUPPORT</p> <p>Sponsor: SCAG</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 372 (Kehoe – D) State Parks System</p>	<p>Prohibits the modification or adjustment of state park units, or the removal of state park units from within the state park system that is incompatible with state park purposes , without the State Park and Recreation Commission making that recommendation to the Legislature and the Legislature enacting legislation approving the recommendation.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/28/2009 LOCATION: Assembly STATUS: 06/02/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>OPPOSE (partial list) Support: California League of Conservation Voters, Bay Area Open Space Council Oppose: Orange County Board of Supervisors, Transportation Corridor Agencies of Orange County</p>
<p>SB 679 (Wolk - D) State Parks: Acquired Land: Limits on Use</p>	<p><i>Prohibits land acquired for the state park system, through public funds or gifts, from being disbursed of or used for other than park purposes without providing for the substitution of other lands of equal environmental value or other value for which the park was established, fair market value, and reasonably equivalent usefulness and location to those to be disposed of or used for other than park purposes. Requires the State Parks and Recreation Commission to certify all requests to dispose of or use the land for other than park purposes. Requires that the Commission consider requests only if all practical alternatives have been considered.</i></p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/28/2009 LOCATION: Assembly STATUS: 06/01/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>OPPOSE (partial list) Support: California State Parks Foundation, Sierra Club California Oppose: California Chamber of Commerce, Transportation Corridor Agencies of Orange County</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 716 (Wolk – D)</p> <p>Local Transportation Funds</p>	<p><i>Amends existing law that authorizes a specified portion of local sales and use taxes to be transferred to the local transportation fund. Authorizes local transportation funds to be used for local streets and roads in counties with specified populations. Authorizes in specified counties, the use of transportation funds for specified farmworker vanpool purposes upon a finding by the transportation planning agency that there are no unmet transit needs or unmet transit needs that are reasonable to meet.</i></p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/19/2009 LOCATION: Assembly</p> <p>STATUS: 05/26/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>NEUTRAL</p> <p>Sponsor: California Rural Legal Assistance Foundation</p> <p>Support: Environmental Resources Defense Fund</p> <p>Oppose: California Transit Association</p>

BILLS BEING MONITORED

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 26 (Hernandez – D)</p> <p>Public Contracts: Bid Preferences: Employee Health Care</p>	<p>Requires a state agency awarding a public works contract to provide a bid preference to a bidder whose employee health care expenditures, and those of its subcontractors, are a percentage of the aggregate Social Security Wages paid to its employees in the state. Requires a bidder and its subcontractors to submit statements certifying that they qualify for the bid preference. Requires the bidder and contractors to continue to make employee health care expenditures.</p>	<p>INTRODUCED: 12/01/2008 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee</p>	<p>Sponsor: State Building and Construction Trades Council of California</p> <p>Support: American Federation of State, County and Municipal Employees(AFSCME)</p> <p>Oppose: Associated General Contractors National Federation of Independent Business California State University</p>
<p>► AB 31 (Price – D)</p> <p>Public Contracts: Small Business Procurement Act</p>	<p>Relates to existing law which permits a state agency to award a contract to a certified small business without complying with competitive bidding requirements. Increases the maximum amount of the contracts from \$100,000 to \$250,000. Requires the contractor upon completion of a public contract for which a commitment to achieve small business or disabled veteran business enterprise participation goals was made, to report the actual percentage of participation that was achieved.</p>	<p>INTRODUCED: 12/01/2008 LAST AMENDED: 05/05/2009 LOCATION: Senate</p> <p>STATUS: 06/01/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>Sponsor: Department of General Services</p> <p>Support: National Federation of Independent Businesses</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>AB 109 (Feuer – D) Outdoor Advertising</p>	<p>Amends the Outdoor Advertising Act; prohibits an advertising display that is visible from a state, county or city highway from being constructed as, or converted, enhanced, improved, modified, modernized or altered into a digital advertising display; prohibits an official highway changeable message sign from being constructed as or converted, enhanced, improved modified, modernized or altered into a digital advertising display for the purpose of displaying messages other than traffic operations.</p>	<p>INTRODUCED: 1/13/2009 LAST AMENDED: 04/23/2009 LOCATION: Assembly Governmental Organization Committee. STATUS: 04/30/2009 In ASSEMBLY Committee on GOVERNMENTAL ORGANIZATION: Failed passage 04/30/2009 In ASSEMBLY Committee on GOVERNMENTAL ORGANIZATION: Reconsideration granted</p>	<p>Support: Association of California Insurance Companies, City of Los Angeles, Scenic America Oppose: California Chamber of Commerce, Clear Channel Outdoor</p>
<p>AB 118 (Logue – R) California Global Warming Solutions Act of 2006</p>	<p>Repeals the California Global Warming Solutions Act of 2006, which requires the State Air Resources Board to adopt regulations to require the reporting of greenhouse gases and to adopt a statewide greenhouse gas emissions limit.</p>	<p>INTRODUCED: 01/15/2009 LOCATION: Assembly Natural Resources Committee STATUS: 02/26/2009 To ASSEMBLY Committee on NATURAL RESOURCES</p>	<p>None Listed</p>
<p>► AB 153 (Ma - D) High Speed Rail Authority</p>	<p><i>Specifies that the High-Speed Rail Authority constitutes a governing body for the purpose of adopting a resolution of necessity. Excludes the authority with respect to property acquired for the construction of a high-speed rail system from the requirement that the property be acquired by the State Public Works Board.</i></p>	<p>INTRODUCED: 01/23/2009 LOCATION: Senate Transportation and Housing Committee STATUS: 05/21/2009 To SENATE Committees on TRANSPORTATION AND HOUSING and JUDICIARY.</p>	<p>Sponsor: High Speed Rail Authority</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 216 (Beall – D) Public Contracts: Claims</p>	<p>Provides for a mediation process and binding arbitration process for 3rd party claim disputes between a contractor and a local agency, charter city, or charter county that does not have an alternative dispute process, if those claims remain unresolved after a 105 day time period for review of the claim, 10 day period for a meet and confer conference to occur, and 30 day time period for mediation.</p>	<p>INTRODUCED: 02/03/2009 LAST AMENDED: 05/06/2009 LOCATION: Assembly Appropriations Committee STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee</p>	<p>(partial list) Support: American Federation of State, County, and Municipal Employees, AFL-CIO Oppose: League of California Cities, American Council of Engineering Companies</p>
<p>► AB 231 (Huffman – D) Global Warming Solutions Act of 2006: Trust Fund</p>	<p>Requires the State Air Resources Board to adopt a schedule of fees to be paid by the sources of greenhouse emissions which would be deposited in the Climate Protection Trust Fund for purposes of carrying out the Global Warming Solutions Act of 2006.</p>	<p>INTRODUCED: 02/05/2009 LAST AMENDED: 04/29/2009 LOCATION: Senate STATUS: 06/02/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>(partial list) Support: Environmental Defense Fund, The Trust for Public Land, AFL-CIO Oppose: California Chamber of Commerce, Cal-Tax, California Retailers Association</p>
<p>► AB 251 (Knight – R) L.A. County Metropolitan Transportation Authority</p>	<p>Provides for the appointment of one member of the Los Angeles County Metropolitan Transportation Authority by the city councils of the Cities of Palmdale, Lancaster, and Santa Clarita, and deletes one of the public members appointed by the Mayor of Los Angeles. Excludes the Cities of Palmdale, Lancaster, and Santa Clarita from the selection of the 4 members appointed from other cities in the county.</p>	<p>INTRODUCED: 02/10/2009 LOCATION: Assembly STATUS: 05/20/2009 From ASSEMBLY Committee on LOCAL GOVERNMENT without further action pursuant to JR 62(a).</p>	<p>Sponsor: L.A. County Supervisor Michael Antonovich Oppose: City of Los Angeles</p>
<p>► AB 254 (Jeffries – R) Emergency Vehicles: Payment of Tolls</p>	<p>Exempts emergency vehicles from the payment of a toll or any related charge on a vehicle crossing or toll highway while engaged in rescue operations. Includes when the vehicle is being driven while responding to an urgent or emergency call, participating in an urgent or emergency response, or engaging in a fire station coverage assignment directly related to an emergency response.</p>	<p>INTRODUCED: 02/11/2009 LAST AMENDED: 04/21/2009 LOCATION: Senate Transportation and Housing Committee STATUS: 06/04/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>Support: Fire Districts Association of California, San Bernardino County Fire Department Oppose: Orange County Fire Authority</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
AB 263 (Miller – R) Riverside County Transportation Commission	Authorizes the Riverside County Transportation Commission (RCTC) to approve and award one best-value design-build contract for transportation improvements on the State Highway Route 91 corridor based on criteria established by RCTC.	INTRODUCED: 02/11/2009 LOCATION: Assembly Transportation Committee STATUS: 03/04/2009 To ASSEMBLY Committee on TRANSPORTATION	Sponsor: Riverside County Transportation Commission
► AB 266 (Carter – D) Transportation Needs Assessment	Requires the California Transportation Commission to develop an assessment of the unfunded costs of programmed state projects and federally earmarked projects in the state, as well as an assessment of available funding for transportation purposes and unmet transportation needs on a statewide basis.	INTRODUCED: 02/11/2009 LAST AMENDED: 04/20/2009 LOCATION: <i>Senate</i> STATUS: 06/01/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.	Support: California Transit Association, AFL-CIO, American Federation of State, County, and Municipal Employees
► AB 282 (Assembly Transportation Committee) Transportation	Requires any interest or other return earned by a city or county from investment of bond funds from Proposition 1B - the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 to be expended or reimbursed under the same conditions as are applicable to the bond funds themselves. Extends the time period with which transit operators must file an annual report of their operation with transportation planning agencies having jurisdiction over them and the state Controller from 90 to 110 days after the close of the operator's fiscal year, if the report is filed electronically.	INTRODUCED: 02/12/2009 LOCATION: <i>Senate Transportation and Housing Committee</i> STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION and HOUSING.	Support: California Municipal Utilities Association, California State Controller John Chiang , East Bay Municipal Utility District
► AB 309 (Price – D) Public Contracts: Small Business Participation	Requires state agencies, departments, boards, and commissions to establish and achieve a goal of small business participation in state procurements and contracts and to work with the Department of General Services to help small businesses market their products, goods and services to the state by providing access to information about current bid opportunities on their web sites. Requires the Office of Small Business Advocate to collaborate with the Department of General Services to enhance the states small business program.	INTRODUCED: 02/17/2009 LAST AMENDED: 04/23/2009 LOCATION: Assembly Appropriations Committee STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.	Sponsor: National Federation of Independent Business California

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>AB 319 (Niello – R) Elections: Ballot Titles</p>	<p>Requires the Legislative Analyst, instead of the Attorney General, to prepare the ballot title and summary for all measures submitted to the voters of the state. Requires the Legislative Analyst, instead of the Department of Finance and the Joint Legislative Budget Committee, to prepare any fiscal estimate or opinion required by a proposed initiative measure.</p>	<p>INTRODUCED: 02/18/2009 LAST AMENDED: 04/13/2009 LOCATION: Assembly Elections and Redistricting Committee</p> <p>STATUS: 04/21/2009 In ASSEMBLY Committee on ELECTIONS AND REDISTRICTING: Failed passage</p> <p>04/21/2009 In ASSEMBLY Committee on ELECTIONS AND REDISTRICTING: Reconsideration granted</p>	<p>Oppose: California School Employees Association , AFL-CIO</p>
<p>► AB 338 (Ma – D) Transit Village Developments: Infrastructure Financing</p>	<p>Recasts the area included in a transit village plan to include all land within at least a half mile of the main entrance to a transit station. Provides that voter approval for the formation of an infrastructure financing district, adoption of a financing plan, and an issuance of bonds for developing and financing a transit facility would be eliminated. A transit village plan financed by these bonds would have to show affordable housing benefits, and include provisions dedicating at least 20 percent of revenues derived from the property tax increment to affordable housing in the transit village. <i>States finding that increased transit use facilitated by transit villages decreases congestion and improves the environment. Also, states that transit villages should be developed in a sustainable manner, meeting green building codes.</i></p>	<p>INTRODUCED: 02/18/2009 LAST AMENDED: 05/11/2009 LOCATION: Senate</p> <p>STATUS: 06/01/2009 In Assembly. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>Sponsor: San Francisco Bay Area Rapid Transit District</p> <p>Support: American Federation of State, County, and Municipal Employees</p> <p>Oppose: Howard Jarvis Taxpayers Association</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>AB 397 (Jeffries – R) South Coast Air Quality Management District Election</p>	<p>Requires the members of the South Coast Air Quality Management District governing board to be elected by the divisions commencing with the 2012 general election.</p>	<p>INTRODUCED: 02/23/2009 LOCATION: Assembly Local Government Committee</p> <p>STATUS: 03/12/2009 Withdrawn from ASSEMBLY Committee on NATURAL RESOURCES</p> <p>03/12/2009 Re-referred to ASSEMBLY Committees on LOCAL GOVERNMENT and NATURAL RESOURCES</p>	<p>None Listed</p>
<p>► AB 594 (Harkey – R) Land Use: Housing Element</p>	<p><i>This bill was amended to address issues related to local development of the housing element.</i></p>	<p>INTRODUCED: 02/25/2009 LAST AMENDED: 04/20/2009</p>	<p>None Listed</p>
<p>► AB 619 (Blumenfield – D) Transportation Projects: Federal Funds</p>	<p>Requires the Department of Transportation to notify the Legislature when it is determined that a project, including a project designated in the National Corridor Infrastructure Improvement Program, will be delayed beyond its scheduled completion date due to state cashflow or other funding issues, if the places at risk federal funds.</p>	<p>INTRODUCED: 02/25/2009 LOCATION: Senate Transportation and Housing Committee</p> <p>STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 652 (Skinner – D)</p> <p>Vehicles: Vehicle Length Limitations</p>	<p>Authorizes the Alameda-Contra Costa Transit District to install on one of its a buses a folding device that extends a maximum 40 inches from the front of the body and allows the transportation of a bicycle with handlebars that do not exceed 46 inches from the front of the vehicle. Requires that the total length of the bus, including the folding device not exceed 48.8 inches. <i>Prior to doing this, the Alameda-Contra Costa Transit District is to create a review committee to review which routes are safe for the operation of a bus with such equipment.</i></p>	<p>INTRODUCED: 02/25/2009 LAST AMENDED: 05/27/2009 LOCATION: <i>Senate Transportation and Housing Committee</i></p> <p>STATUS: 05/27/2009 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.</p> <p>05/27/2009 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING. HEARING: 06/09/2009 1:30 p.m.</p>	<p>Sponsor: Alameda-Contra Costa Transit District</p> <p>Support: California Transit Association, Environmental Defense Fund</p>
<p>► AB 726 (Nielsen – R)</p> <p>Transportation Capital Improvement Projects</p>	<p>States that local road rehabilitation projects are eligible for transportation capital improvement under the State Transportation Improvement Program.</p>	<p>INTRODUCED: 02/26/2009 LOCATION: <i>Senate Transportation and Housing Committee</i></p> <p>STATUS: 05/14/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>Co-Sponsors: California State Associations of Counties, Regional Council of Rural Counties</p>
<p>► AB 732 (Jeffries – R)</p> <p>Transportation Projects</p>	<p>Would extend the current sunset date which authorizes the State Department of Transportation to use phase two of the design-sequence construction method on 12 transportation projects until January 1, 2012.</p>	<p>INTRODUCED: 02/26/2009 LOCATION: <i>Senate Transportation and Housing Committee</i></p> <p>STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION AND HOUSING. HEARING: 06/09/2009 1:30 p.m.</p>	<p>Sponsor: California Department of Transportation</p> <p>Support: California Association of Council of Governments (CALCOG)</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 733 (Galgiani – D) High Speed Rail Authority</p>	<p>Authorizes the High Speed Rail Authority to consider the creation of jobs in the state when awarding major contracts or purchasing high speed trains.</p>	<p>INTRODUCED: 02/26/2009 LOCATION: <i>Senate Transportation and Housing Committee</i></p> <p>STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>None Listed</p>
<p>► AB 744 (Torrico – D) <i>Transportation: Toll Lanes: Express Lane Network</i></p>	<p>Authorizes the Bay Area Toll Authority to acquire, construct, administer, and operate a Bay Area Express Lane Network on state highways within the Bay Area pursuant to recommendations by the Bay Area Express Lane Network Project Oversight Committee. Requires revenues from the lanes to be deposited in the Bay Area Express Lane Network Account. Authorizes revenue bond issuance. Transfers the rights and obligations of various Bay Area transportation entities relative to HOT lane projects to the Authority.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 06/01/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 06/03/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To Senate.</p>	<p>Sponsor: Metropolitan Transportation Commission</p> <p>Support: AAA of Northern California</p> <p>Oppose: Paul Thiebaut (individual)</p>
<p>AB 782 (Jeffries - R) Regional Transportation Plans: Sustainable Communities</p>	<p>Provides that upon the California Air Resources Board's (CARB) acceptance that the sustainable communities strategy or an alternative planning strategy, if implemented, will achieve the greenhouse gas emissions reduction targets established by CARB, that acceptance shall be final, and no person or entity may initiate or maintain any judicial proceeding to review the propriety of the CARB's acceptance. Expands the Regional Targets Advisory Committee membership to include commercial builders, the business community, and those involved in transportation funding. Exempts transportation projects funded by Proposition 1B, the American Recovery and Reinvestment Act of 2009, and expands the exemption related to sales tax projects to include measures passed until 2010. Expands California Environmental Quality Act (CEQA) streamlining provisions to additional projects consistent with a sustainable communities strategy or alternative planning scenario.</p>	<p>INTRODUCED: 02/26/2009 LOCATION: Assembly Natural Resources Committee</p> <p>STATUS: 04/27/2009 In ASSEMBLY Committee on NATURAL RESOURCES: Heard, remains in Committee</p>	<p>Support: California Chamber of Commerce, American Council of Engineering Companies</p> <p>Oppose: Breathe California</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 798 (Nava – D)</p> <p>Transportation Financing Authority: Toll Facilities</p>	<p>Creates the Transportation Financing Authority with specified powers and duties relative to the issuance of bonds to fund transportation projects. Bonds are proposed to be backed in whole or in part, by various revenues streams of transportation funds and toll revenues in order to increase the construction of new capacity or improvements for the state transportation system.</p>	<p>INTRODUCED: 02/26/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 06/02/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>Sponsor: California State Treasurer Bill Lockyer</p> <p>Support: California Labor Federation, Cal COG, Associated General Contractors of California</p>
<p>► AB 815 (Ma – D)</p> <p>Public Contracts: <i>Bidding Procedures</i></p>	<p>Requires a local public entity, charter city, or charter county, before entering into any contract for a project, to provide full, complete, and accurate plans and specifications and estimates of cost, giving such direction as will enable any competent mechanic or other builder to carry them out. Exempts from these provisions any clearly identified design-build projects or design-build portions thereof.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 06/01/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 06/03/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p><i>Oppose: City of Costa Mesa, Governor's Office of Planning and Research, League of California Cities</i></p>
<p>AB 878 (Caballero – D)</p> <p>Infrastructure Financing</p>	<p>Authorizes a local governmental agency to enter into an agreement with a private entity for financing for specified types of revenue-generating infrastructure projects.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 04/20/2009 LOCATION: Assembly Local Government Committee</p> <p>STATUS: 04/20/2009 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments</p> <p>04/20/2009 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 881 (Huffman – D)</p> <p>Sonoma Transportation Authority: Greenhouse Gas Emissions</p>	<p>Authorizes the Sonoma County Transportation Authority to implement programs and projects to comply with statewide or federal greenhouse gas emission mandates, in cooperation with other local agencies that elect to participate. Makes legislative findings and declarations with respect to the exercise of that authority by the Authority.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/07/2009 LOCATION: Senate</p> <p>STATUS: 05/28/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>Co-Sponsors: Sonoma County Transportation Authority, County of Sonoma</p> <p>Support: City of Healdsburg, City of Rohnert Park</p>
<p>► AB 892 (Furutani – D)</p> <p>Goods Movement Emission Reduction Program</p>	<p>Authorizes an applicant for Proposition 1B Air Quality funds to reallocate these funds to backup projects covered by the same grant agreement, or these funds revert to the state board for reallocation consistent with guidelines to be developed by the State Air Resources Board. Funds reallocated either by the applicant or the Air Resources Board must be liquidated within four years of the date of the award of the original contract, or the funds revert to the California Ports Infrastructure, Security, and Air Quality Improvement Account for allocation upon appropriation by the Legislature.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 04/15/2009 LOCATION: Senate</p> <p>STATUS: 06/01/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>Sponsor: South Coast Air Quality Management District</p> <p>Support: Automobile Club of Southern California, Bay Area Air Quality Management District</p>
<p>► AB 1018 (Hill – D)</p> <p>State Finance</p>	<p>Requires the Governor's proposed budget to include estimates of revenues and expenditures for the three subsequent fiscal years. Requires the Director of Finance to submit revised estimates of revenue and expenditures for the current fiscal year and three subsequent fiscal years on or before May 14, July 15, and September 15 of each year. Requires the state Controller and Treasurer to review revised estimates and submit assessment to the fiscal committees of each house and the Director of Finance on or before May 31 of each year.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.</p>	<p>None Listed</p>
<p>AB 1062 (Garrick - R)</p> <p>Design-build contracts: Labor Compliance Program</p>	<p>Revises the definition of skilled labor force availability for purposes of public works design-build contracting to mean a commitment to training the future construction workforce through apprenticeship and requires the design-build entity to provide specified information from which it intends to request the dispatch of apprentices for use on the design-build contract.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Assembly Business and Professions Committee</p> <p>STATUS: 03/31/2009 To ASSEMBLY Committees on BUSINESS AND PROFESSIONS and LABOR AND EMPLOYMENT</p>	<p>Support: Western Electrical Contractors Association</p> <p>Oppose: California Labor Federation, AFL-CIO</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 1085 (Mendoza - D)</p> <p>State Air Resources Board: Regulations</p>	<p>Requires CARB to make available to the public all methodologies, inputs, assumptions, and any other information used in the development of a proposed regulation and also disclosure of information before the comment period for any regulation proposed for adoption by CARB.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/06/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 05/28/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To Senate.</p>	<p>Support: California Chamber of Commerce, California Forestry Association, California Grocers Association</p>
<p>► AB 1086 (Miller - R)</p> <p>Public Contracts and Bids</p>	<p>Relates to existing law which prohibits a state or local governmental agency or entity responsible for letting a public works contract from drafting bid specifications for that contract in a manner that limits the bidding to any one concern or product unless the specification is followed by the words "or equal". Encourages new and ingenious material production.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/18/2009 LOCATION: <i>Senate</i></p> <p>STATUS: 06/01/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p>None Listed</p>
<p>► AB 1091 (Ruskin - D)</p> <p>Natural Resources: Climate Change</p>	<p>Authorizes the Natural Resources Agency to develop and amend as necessary a climate change adaptation strategy to assess the state's vulnerability to impacts of climate change, including the impacts of projected sea-level rise, on the state's physical and natural infrastructure. Permits the agency to develop or augment the strategy by region. Provides that the strategy is subject to a specified revenue process prior to adaptation or approval.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/06/2009 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.</p>	<p>Support: Trust for Public Land, Nature Conservancy, Planning and Conservation League</p>
<p>► AB 1135 (Skinner - D)</p> <p>Vehicles: Registration Renewal</p>	<p>Requires the owner of a vehicle, upon application for renewal of a vehicle registration, to report the current odometer reading of the vehicle. Requires the information, except for the name of the vehicle owner and the vehicle license plate number, to be public information. Requires the Department of Motor Vehicles to group the information into census blocks and post the data on the department's Internet web site.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/13/2009 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.</p>	<p>Sponsor: TransFORM California</p> <p>Support: Breathe California, Bay Area Air Quality Management District</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
AB 1212 (Ruskin - D) Air Resources: Clean Vehicle Incentive Program	Authorizes CARB to adopt and implement a clean vehicle incentive, or feebate, program consisting of one-time rebates and one-time surcharges on the sale of new passenger motor vehicles. CARB is only to establish this program if it funds that the implementation of the program would be beneficial to achieving AB 32 greenhouse gas emission reduction goals. This is to be implemented in such a way that does not result in a levying of a tax, and all revenues are to be deposited into the Air Pollution Control Fund.	INTRODUCED: 02/27/2009 LOCATION: Assembly Transportation Committee STATUS: 03/31/2009 To ASSEMBLY Committee on TRANSPORTATION	None Listed
AB 1229 (Evans - D) Public Contracts: Local Public Agencies	Requires the Contractors State License Board, rather than the Department of Industrial relations, in collaboration with impacted agencies and parties, to develop guidelines and a standardized questionnaire related to qualifying bidders and regulating local public works projects. Factors to be considered in qualifying bidders are to include the size and contract volume of a perspective bidder. Factors are to be used to determine qualifications of a bidder on a weighted basis. Specifies that a prequalifying questionnaire, if used by a public entity, shall remain valid for three years, rather than a year, as long as the public entity determines the information has not substantially changed for that three year period.	INTRODUCED: 02/27/2009 LOCATION: Assembly Business and Professions Committee STATUS: 03/31/2009 To ASSEMBLY Committees on BUSINESS AND PROFESSIONS and LOCAL GOVERNMENT	None Listed
► AB 1277 (Harkey - R) State Bonds: Sale	Authorizes the Treasurer to delay the sale of state bonds that are subject to the approval under Article 16 of the state constitution if the Treasurer, in consultation with the state Controller and Director of Finance determine that making the principal and interest payments would result in payments from the general fund for total debt service on the bonds would exceed six percent of total general fund revenues for the fiscal year, or if the cost of commercial paper needed to find a start-up loan would be more than three times the normal costs of commercial paper experienced by the Treasurer over the last two fiscal years, or if the Treasurer determines the Pooled Money Investment Account does not have sufficient funds to loan an amount equal to the bond proceeds.	INTRODUCED: 02/27/2009 LOCATION: Assembly Appropriations Committee STATUS: 05/20/2009 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
AB 1278 (Harkey - R) Elections: Initiatives	Requires the Legislative Analyst to include additional information in the ballot pamphlet for each state initiative measure that proposes the issuance of a state bond. This information is to include the total amount of proposed bond indebtedness, the total amount of interest that would be paid over the term of the proposed bond, state that by approving this measure it is authorizing the state to incur debt, state whether tax revenue will be used to repay the bond, and state that repayment of the proposed bond may take priority over funding provided to local government or provided for public services.	INTRODUCED: 02/27/2009 LAST AMENDED: 04/14/2009 LOCATION: Assembly Elections and Redistricting Committee STATUS: 04/14/2009 From ASSEMBLY Committee on ELECTIONS AND REDISTRICTING with author's amendments 04/14/2009 In ASSEMBLY. Read second time and amended. Re-referred to Committee on ELECTIONS AND REDISTRICTING	None Listed
AB 1299 (Coto - D) State Taxes: Vote Requirement	Clarifies the meaning of state taxes for purposes of the constitutional vote requirement to mean taxes that are imposed by state law, levied and collected by the state, and required by state law to be deposited in the state treasury.	INTRODUCED: 02/27/2009 LOCATION: Assembly STATUS: 02/27/2009 INTRODUCED	None Listed
► AB 1321 (Eng - D) Advance Infrastructure Mitigation Program	Enacts the Advance Infrastructure Mitigation Program Act. Provides for effective mitigation and conservation of natural resources and natural processes on a landscape, regional, or statewide scale, to expedite the environmental review of planned infrastructure projects and to facilitate the implementation of measures to mitigate the impacts of those projects. Establishes and funds mitigation banks. Authorizes mitigation credits.	INTRODUCED: 02/27/2009 LAST AMENDED: 05/06/2009 LOCATION: Assembly Appropriations Committee STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.	(partial list) Support: California Council of Land Trust, California League of Conservation Voters, Nature Conservancy

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 1323 (Lowenthal – D)</p> <p>Workforce Development: Job Information</p>	<p>Requires the Employment Development Department to ensure that information is posted or otherwise made available at all state one-stop career centers regarding any jobs that have been or will be created in the state as result of economic stimulus funding provided to the state pursuant to the American Recovery and Reinvestment Act of 2009, or from the proceeds from the sale of state General Fund Infrastructure Bonds.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/14/2009 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.</p>	<p>Support: California Workforce Association</p>
<p>► AB 1364 (Evans – D)</p> <p>Public Contracts: State Bonds: Grant Agreements</p>	<p>Provides that any state agency that has entered into a contract where the agency has or may be unable to comply with the terms of that contract because of the suspension of programs by the Pooled Money Investment Board shall have authority to either renegotiate the deadlines and timetables for the deliverables within the agreement that may not be met in order to preserve the validity of the agreement or to invalidate the agreement.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/29/2009 LOCATION: Senate</p> <p>STATUS: 05/28/2009 In ASSEMBLY. Read third time, urgency clause adopted. Passed ASSEMBLY. To SENATE.</p>	<p>None Listed</p>
<p>AB 1375 (Galgiani – D)</p> <p>High-speed Rail</p>	<p>Revises and recasts provisions by repealing and reenacting the California High-Speed Train Act. Continues the High-Speed Rail Authority. Would also create the Department of High-Speed Trains within the Business, Transportation and Housing Agency to implement policies related to Proposition 1A (2008) and specifies its duties in relation to the High-Speed Rail Authority. Requires the newly formed department to have control over the annual submission of a six-year high-speed train capital improvement program and progress report to the Legislature.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Assembly Appropriations Committee</p> <p>STATUS: 04/27/2009 From ASSEMBLY Committee on TRANSPORTATION: Do pass to Committee on APPROPRIATIONS</p>	<p>None Listed</p>
<p>► AB 1381 (Perez – D)</p> <p>High-occupancy Toll Lanes</p>	<p>Requires the Los Angeles County Metropolitan Transportation Authority (MTA) high-occupancy toll lanes program to be implemented with the active participation of the Department of the California Highway patrol. Requires the Los Angeles County Metropolitan Transportation Authority to establish appropriate performance measures for the purpose of ensuring optimal use of the high-occupancy toll lanes without adversely affecting other traffic on the state highway system. States that MTA is not entitled to compensation for the adverse effects on toll revenue due to these facilities.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/15/2009 LOCATION: Senate Transportation and Housing Committee</p> <p>STATUS: 05/21/2009 To SENATE Committee on TRANSPORTATION AND HOUSING</p>	<p>Co-Sponsors: California Department of Transportation, LAMTA</p> <p>Support: Professional Engineers in California Government</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► AB 1382 (Niello – R) State Budget</p>	<p>Requires that the state budget submitted by the Governor to the Legislature for the 2011-2012 fiscal year and each following year be developed pursuant to performance-based budgeting methods, for each state agency. Requires the Department of Finance to utilize the annual report on the measurements of performance-based budgeting methods prepared by the Joint Legislative Budget Committee.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Assembly Appropriations Committee STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS: Heard, remains in Committee.</p>	<p>None Listed</p>
<p>► AB 1411 (Torrico – D) <i>Legislature: Delayed Budget Bill Passage</i></p>	<p><i>Prohibits Members from engaging in campaign fundraising activities from July 1 until August 15 or the date on which the Budget Bill is passed by the Legislature and sent to the Governor, whichever occurs first.</i></p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 06/02/2009 LOCATION: Assembly Third Reading File STATUS: 06/02/2009 In ASSEMBLY. Read third time and amended. To third reading.</p>	<p>None Listed</p>
<p>► AB 1471 (Eng – D) Procurement: L.A. Metropolitan Transportation Authority</p>	<p>Deletes specified provisions relating to the Los Angeles County Metropolitan Transportation Authority. Authorizes the authority to purchase supplies, equipment, and materials from a public auction sale using the procedures established for all other participants in the auction. Authorizes the authority to participate in a cooperative procurement agreement with other public agencies under specified conditions.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/04/2009 LOCATION: Senate Transportation and Housing Committee STATUS: 06/04/2009 To SENATE Committee on TRANSPORTATION AND HOUSING.</p>	<p>None Listed</p>
<p>► AB 1500 (Lieu – D) High Occupancy Lanes: Single Occupancy Vehicles</p>	<p>Existing law authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles, which may also be used by low-emission and hybrid vehicles. AB 1500 extends the date from January 1, 2011 to January 1, 2016 that these specified vehicles can use high-occupancy lanes.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 06/02/2009 LOCATION: Assembly Appropriations Committee STATUS: 06/03/2009 In ASSEMBLY. Read third time. Passed ASSEMBLY. To SENATE.</p>	<p><i>Support: California Natural Gas Vehicle Coalition</i></p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
AB 1502 (Eng – D) Vehicles: High-Occupancy Vehicle Lanes	Authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles, which may also be used by certain low-emission, hybrid, or alternative fuel vehicles.	INTRODUCED: 02/27/2009 LOCATION: Assembly Transportation Committee STATUS: 04/02/2009 To ASSEMBLY Committee on TRANSPORTATION	None Listed
► ACA 1 (Silva – R) Legislature	Proposes an amendment to the Constitution to provide that no bill that would result in more than \$150,000 of annual expenditure by the state may be passed unless, by roll call vote entered in the journal, two thirds of the membership of each house concurs.	INTRODUCED: 12/01/2008 LOCATION: Assembly Appropriations Committee STATUS: 05/28/2009 In ASSEMBLY Committee on APPROPRIATIONS; Heard, remains in Committee	None Listed
► ACA 3 (Blakeslee – R) Initiatives: Bond Funding Source	Requires an initiative measure that would authorize the issuance of state general obligation bonds in a total amount exceeding \$1 billion to either provide additional tax or fee revenues, the elimination of existing programs, or both, as necessary to fully fund the bonds, as determined by the Legislative Analyst, in order to be submitted to the voters or take effect.	INTRODUCED: 12/01/2008 LOCATION: Assembly Elections and Redistricting Committee STATUS: 04/20/2009 To ASSEMBLY Committee on ELECTIONS AND REDISTRICTING HEARING: 06/23/2009 1:30 p.m.	None Listed
► ACA 5 (Calderon – D) Initiatives: State General Obligation Bonds	Proposes an amendment to the State Constitution to require an initiative measure that would authorize the issuance of state general obligation bonds to either provide additional tax or fee revenues, the elimination of existing programs, or both, as necessary to fully fund the bonds, as determined by the Legislative Analyst, in order to be submitted to the voters or to take effect. Requires the Attorney General to identify the new revenue source. Requires at least 55 percent of voters approve an initiative authorizing the issuance of state general obligation bonds.	INTRODUCED: 12/15/2008 LOCATION: Assembly Elections and Redistricting Committee STATUS: 04/20/2009 To ASSEMBLY Committee on ELECTIONS AND REDISTRICTING HEARING: 06/23/2009 1:30 p.m.	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
ACA 9 (Huffman – D) Local Government Bonds: Special Taxes: Voter Approval	Changes the two-thirds voter-approval requirement for special taxes to, instead, authorize a city, county, or special district to impose a special tax with the approval of 55 percent of its voters voting on the tax. Lowers the voter-approval threshold for a city, county, or city and county to incur general obligation bonded indebtedness for amounts exceeding in one year the income and revenue provided in that year to 55 percent.	INTRODUCED: 02/06/2009 LAST AMENDED: 04/27/2009 LOCATION: Assembly Revenue and Taxation Committee STATUS: 05/06/2009 From ASSEMBLY Committee on LOCAL GOVERNMENT: Be adopted to Committee on REVENUE AND TAXATION	(partial list) Support: League of California Cities, California State Association of Counties, CALCOG Oppose: Cal-Tax, California Association of Realtors, Howard Jarvis Taxpayers Association
ACR 14 (Niello – R) Global Warming Solutions Act of 2006	Calls upon the State Air Resources Board, prior to any regulatory action being taken consistent with the scoping plan for the implementation of the Global Warming Solutions act of 2006, to perform an economic analysis that will give the State a more complete picture of costs and benefits of the implementation. Calls upon the Governor to use the authority granted by the act to adjust any applicable deadlines.	INTRODUCED: 01/27/2009 LAST AMENDED: 03/27/2009 LOCATION: Assembly Natural Resources Committee STATUS: 04/27/2009 In ASSEMBLY Committee on NATURAL RESOURCES: Failed passage	Support: California Grocers Association, California Council for Environmental and Economic Balance, California Manufacturers and Technology Association Oppose: Planning and Conservation League
ACR 16 (Silva – R) Joint Rules: Fiscal Committee	Provides that whenever a bill that would result in net costs for a program is referred or re-referred to the fiscal committee of either house, the bill shall not be heard or acted upon by the committee or either house until the bill either provides for an appropriation or other funding source in an amount that meets or exceeds the net costs.	INTRODUCED: 02/02/2009 LOCATION: Assembly STATUS: 02/02/2009 INTRODUCED	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 27 (Hancock – D)</p> <p>Local Agencies: Sales and Use Tax: Reallocation</p>	<p>Prohibits a local agency from entering into any agreement with a retailer, or any other person that would involve the payment, transfer, diversion or rebate of any amount of local tax proceeds if the agreement results in a reduction in the amount of revenue received by another agency from a retailer located within the jurisdiction of that other agency, and the retailer continues to maintain a physical presence within the territorial jurisdiction of the other local agency. Provides exceptions.</p>	<p>INTRODUCED: 12/02/2008 LAST AMENDED: 02/23/2009 LOCATION: <i>Chaptered</i></p> <p>STATUS: <i>06/05/2009 Signed by GOVERNOR</i></p> <p><i>06/05/2009 Chaptered by Secretary of State. Chapter No. 4</i></p>	<p>(partial list) Support : City of Livermore (sponsor), American Federation of State, County, and Municipal Employees; California State Association of Counties; City of Industry; League of Cities; California Peace Officers Association; California Professional Firefighters</p>
<p>► SB 31 (Pavley – D)</p> <p>Global Warming Solutions Act</p>	<p>Relates to the Global Warming Solutions Act of 2006. Requires that revenues collected pursuant to compliance mechanisms adopted by the State Air Resources Board be deposited in the Air Pollution Control Fund. Specifies that uses of the revenues collected pursuant to the fee and the compliance mechanisms are to include such things as renewable energy and energy efficiency programs, investments in technologies to reduce greenhouse gas emissions, green jobs development and training, and for administrative costs related to implementing the Act.</p>	<p>INTRODUCED: 12/02/2008 LAST AMENDED: 05/05/2009 LOCATION: <i>Senate Inactive File</i></p> <p>STATUS: <i>06/03/2009 In SENATE. Read third time. Failed to pass SENATE.</i></p> <p><i>06/03/2009 In SENATE. Reconsideration granted.</i></p> <p><i>06/03/2009 In SENATE. From third reading. To Inactive File.</i></p>	<p>Co-Sponsors: Environmental Entrepreneurs, Natural Resources Defense Council</p> <p>(partial list) Support: South Coast Air Quality Management District, Environmental Defense Fund</p> <p>Oppose: California Chamber of Commerce, Southern California Edison</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 104 (Oropeza – D)</p> <p>Global Warming Solutions Act of 2006: Greenhouse Gases</p>	<p>Amends the Global Warming Solutions Act of 2006 to include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Includes nitrogen trifluoride and any other anthropogenic gas, one metric ton of which makes the same or greater contribution to global warming as one metric ton of carbon dioxide. Includes a procedure by which any person could petition for a designation. Requires the State Air Resources Board to adopt appropriate regulations.</p>	<p>INTRODUCED: 01/27/2009 LAST AMENDED: 04/30/2009 LOCATION: <i>Assembly</i></p> <p>STATUS: 06/01/2009 <i>In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</i></p>	<p>Support: American Federation of State, County, and Municipal Employees, AFL-CIO, Sierra Club California</p>
<p>► SB 136 (Huff - R)</p> <p>State Real Property</p>	<p><i>This bill was amended to deal with issues related to the disposal of specific state real property.</i></p>	<p>INTRODUCED: 02/10/2009 LAST AMENDED: 04/13/2009</p>	<p><i>None Listed</i></p>
<p>► SB 205 (Hancock – D)</p> <p>Traffic Congestion: Motor Vehicle Registration Fees</p>	<p>Authorizes a countywide transportation planning agency to impose an annual fee on motor vehicles registered within the county for programs and projects for certain purposes; requires voter approval; requires the Department of Motor Vehicles to collect the additional fee and distribute the net revenues to the agency. Requires that fees be used only to pay for programs and projects which are consistent with a regional transportation plan.</p>	<p>INTRODUCED: 02/23/2009 LAST AMENDED: 04/14/2009 LOCATION: <i>Assembly</i></p> <p>STATUS: 06/01/2009 <i>In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</i></p>	<p>(partial list) Sponsor; Alameda County Congestion Management Agency</p> <p>Support: Santa Clara Valley Transportation Authority</p> <p>Oppose: Automobile Club of Southern California</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SB 225 (Florez – D)</p> <p>Emission Reduction Credits</p>	<p>Authorizes an air quality management district and an air pollution control district to create an emission reduction credit from the emission reductions resulting from a project that is funded from both public and private moneys if specified requirements are met.</p>	<p>INTRODUCED: 02/23/2009 LAST AMENDED: 04/29/2009 LOCATION: Senate Environmental Quality Committee</p> <p>STATUS: 04/29/2009 From SENATE Committee on ENVIRONMENTAL QUALITY with author's amendments</p> <p>04/29/2009 In SENATE. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL QUALITY</p>	<p>None Listed</p>
<p>► SB 295 (Dutton - R)</p> <p>California Global Warming Solutions Act of 2006</p>	<p>Relates to the Global Warming Solutions Act of 2006 that requires reporting and verification of emissions of greenhouse gases and to enforce compliance with reporting and verification. Requires the State Air Resources Board to report on whether the revised analysis regarding greenhouse gas emission reductions has led, or will lead, to any changes to the scoping plan, and whether any changes should be made to the act's timelines. Requires the Legislative Analyst to review the state board's implementation.</p>	<p>INTRODUCED: 02/25/2009 LAST AMENDED: 05/13/2009 LOCATION: Senate Environmental Quality Committee</p> <p>STATUS: 05/20/2009 In SENATE Committee on ENVIRONMENTAL QUALITY: Failed passage.</p> <p>05/20/2009 In SENATE Committee on ENVIRONMENTAL QUALITY: Reconsideration granted.</p>	<p>(partial list) Support: Cal-Tax, Greater Riverside Chamber of Commerce, Inland Empire Division of the League of California Cities</p> <p>Oppose: California Teachers Association, Planning and Conservation League.</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 333 (Hancock – D)</p> <p>Voluntary Greenhouse Gas Emission Offset Program</p>	<p>Creates the Voluntary Greenhouse Gas Emission Offset Program Fund, and provides that funds received by the state on a voluntary basis from the federal government, individuals, or other sources for the mitigation of climate change impacts related to greenhouse gas emissions be deposited in this fund. Requires that moneys from the fund be directed to the California Conservation Corps and local conservation corps for specified projects.</p>	<p>INTRODUCED: 02/25/2009 LAST AMENDED: 05/04/2009 LOCATION: Senate Appropriations Committee</p> <p>STATUS: 05/28/2009 In SENATE Committee on APPROPRIATIONS: Not heard.</p>	<p>None Listed</p>
<p>► SB 391 (Liu – D)</p> <p>California Transportation Plan</p>	<p>Requires the California Transportation Plan to be updated to address how the state will achieve maximum feasible emission reductions in order to attain a statewide reduction of greenhouse gas emissions to 1990 levels by 2020 and 80 percent below 1990 levels by 2050. Also requires the plan to identify a statewide integrated multimodal transportation system needed to achieve greenhouse gas reductions.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/04/2009 LOCATION: Assembly</p> <p>STATUS: 06/01/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>None Listed</p>
<p>► SB 406 (DeSaulnier – D)</p> <p>Land Use: Environmental Quality</p>	<p>Proposes changes to the membership of the Planning Advisory and Assistance Council and requires that the Council work with the State Strategic Growth Council. Authorizes a municipal planning organization or council of governments to levy a motor vehicle registration surcharge on vehicles registered to be used to develop and implement a regional blueprint plan or sustainable communities strategy.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/28/2009 LOCATION: Assembly</p> <p>STATUS: 06/02/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>Staff Recommends: OPPOSE UNLESS AMENDED</p> <p>Sponsor: CALCOG</p> <p>Support: American Federation of State, County, and Municipal Employees, AFL-CIO, ABAG</p> <p>Oppose: California New Car Dealer's Association, California Taxpayers' Association, San Diego Association of Governments</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 409 (Ducheny – D) Department of Railroads</p>	<p>Creates the Department of Railroads within the Business, Transportation, and Housing Agency. Transfers responsibilities for various state railroad programs currently administered by other agencies to the Department. Provides that the Department shall be the only state agency eligible to apply for and receive grant and loan funds from the federal government for intercity rail, high speed rail, or freight rail purposes.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/21/2009 LOCATION: Senate Transportation and Housing Committee</p> <p>STATUS: 05/21/2009 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.</p> <p>05/21/2009 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.</p> <p>HEARING: 06/09/2009 1:30 pm</p>	<p>Oppose: California Public Utilities Commission</p>
<p>SB 414 (Correa – D) County Employee Retirement: Boards</p>	<p>Requires a County retirement Board to appoint a replacing alternate member in the same manner as prescribed for the initial appointment of an alternate retired member who shall serve out the remaining term of the leaving member.</p>	<p>INTRODUCED: 02/26/2009 LOCATION: Senate Public Employment and Retirement Committee</p> <p>STATUS: 03/12/2009 To SENATE Committee on PUBLIC EMPLOYMENT AND RETIREMENT</p>	<p>None Listed</p>
<p>► SB 425 (Simitian – D) Personal and corporate income taxes: ridesharing</p>	<p>Disallows an income tax deduction for expenses of specified employers for parking subsidies unless all employees provided with a parking subsidy are offered a parking cash-out program. Authorizes a personal and corporate income tax credit for qualified commute reduction expenditures for specified small-business taxpayers.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/04/2009 LOCATION: Senate Revenue and Taxation Committee</p> <p>STATUS: 05/13/2009 In SENATE Committee on REVENUE AND TAXATION: To Suspense File.</p>	<p>Support: Natural Resources Defense Council, Los Angeles Chamber of Commerce, San Mateo County Transit District</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 455 (Lowenthal – D)</p> <p>High Speed Rail</p>	<p>Would require the Governor's appointments to the California High Speed Rail Authority to be based on the advice and consent of the Senate. Requires the Authority to ensure the selected projects, including right-of-way acquisition are consistent with the criteria as specified in the approved high speed rail bond. Waives specific state approval processes for capital outlay purchases by the Authority.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 04/16/2009 LOCATION: Assembly</p> <p>STATUS: 06/02/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>None Listed</p>
<p>► SB 474 (Ducheny – D)</p> <p>Transportation: Reporting Requirements</p>	<p>Relates to the State Department of Transportation authority to enter into agreements for transportation projects under pilot programs using public-private partnerships, design-build. <i>Requires specified finding by lead agency prior to awarding any contract or entering into any agreement for a program involving an alternative contracting or financing method. Requires the California Transportation Commission to provide a report on the progress of savings resulting from the programs and to develop a methodology for benefit determination.</i></p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 06/03/2009 LOCATION: Senate Transportation and Housing Committee</p> <p>STATUS: 06/03/2009 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.</p> <p>06/03/2009 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING. HEARING: 06/09/2009 1:30 pm</p>	<p>Staff Recommends: OPPOSE</p> <p>Sponsor: Professional Engineers in California Government (PECG)</p>
<p>► SB 476 (Correa – D)</p> <p>Environmental Quality Act: Noncompliance Allegations</p>	<p>Prohibits an action for noncompliance under CEQA from being brought forward unless the alleged grounds for noncompliance were raised either orally or in writing during the public comment period, prior to the close of the public hearing on the project, before the filing, rather than issuance, of the notice of determination.</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 04/30/2009 LOCATION: Assembly Natural Resources Committee</p> <p>STATUS: 05/28/2009 To ASSEMBLY Committees on NATURAL RESOURCES and JUDICIARY.</p>	<p>Sponsor: California Business Properties Association</p> <p>Oppose: Planning and Conservation League</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 518 (Lowenthal – D)</p> <p>Vehicles: Parking Services and Fees</p>	<p>Requires state funds not be used to subsidize parking services for students, employees, and other persons on and after a specified date, and to directly or indirectly subsidize the construction or operations of parking. Authorizes a community college district to exempt specified students who receive financial assistance, who rideshare, or who carpool from paying parking fees. Authorizes the expenditure of any moneys apportioned to cities or counties from the Highway Users Tax Account for transportation demand management measures. Relates to parking meter rate zones</p>	<p>INTRODUCED: 02/26/2009 LAST AMENDED: 05/28/2009 LOCATION: Senate Inactive File</p> <p>STATUS: 06/03/2009 In SENATE. Read third time. Failed to pass SENATE.</p> <p>06/03/2009 In SENATE. Reconsideration granted.</p> <p>06/03/2009 In SENATE. From third reading. To Inactive File.</p>	<p>(partial list) Sponsor: Natural Resources Defense Council</p> <p>Support: American Lung Association, California League of Conservation Voters, Genentech</p>
<p>► SB 528 (Negrete McLeod – D)</p> <p>Toll Facilities: Lease Agreements</p>	<p>Relates to existing law that authorizes the Department of Transportation and regional transportation agencies to enter into comprehensive development lease agreements with public and private entities. Prohibits a lease agreement entered into after a certain date from providing for compensation for adverse effects of competing projects.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Senate Transportation and Housing Committee</p> <p>STATUS: 05/12/2009 In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.</p>	<p>Support: Professional Engineers of California Government.</p>
<p>► SB 545 (Cedillo – D)</p> <p>Freeway Construction</p>	<p>Amends existing law which exempts the Department of Transportation from entering into an agreement prior to closure of a city street or county highway due to construction of a freeway segment within the jurisdiction of the Los Angeles County Metropolitan Transportation Authority. Limits this exception to construction of a segment that consists solely of a subsurface transportation facility. Requires that an agreement is not possible because an impasse has existed after an initial route was adopted.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/20/2009 LOCATION: Assembly</p> <p>STATUS: 05/26/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 553 (Wiggins – D)</p> <p>Payment of State Claims: Nonprofit Corporations</p>	<p>Relates to the Prompt Payment Act which requires timely payment of grants between any state agency and a local government agency or organization authorized to accept grant funding. Provides that, in the event a state agency fails to make timely payment because no Budget Act has been enacted, penalties shall continue to accrue. Provides that nonprofit public benefit corporations are eligible for late payment penalties.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/22/2009 LOCATION: Senate Appropriations Committee</p> <p>STATUS: 05/28/2009 In SENATE Committee on APPROPRIATIONS: Not heard.</p>	<p>(partial list) Co-Sponsors: California Council of Land Trusts, California State Parks Foundation, Planning and Conservation League</p> <p>Support: Land Trust Council, California Association of Nonprofits, Central Valley Land Trust Council</p>
<p>► SB 555 (Kehoe – D)</p> <p><i>Eminent Domain Law: Conservation Easement</i></p>	<p>Prohibits a governmental entity from condemning a conservation easement acquired by a state agency or nonprofit land trust, unless specified procedures are followed. The bill would require the governmental entity to give the holder of the easement notice and an opportunity to state any objections to the condemnation. <i>The bill would also require notice, and an opportunity to be heard to be given to any entity that provided funds for the original establishment of the conservation easement.</i></p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/21/2009 LOCATION: Assembly</p> <p>STATUS: 06/02/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.</p>	<p><i>Staff Recommends: OPPOSE</i></p> <p>(partial list) Sponsor: California Council of Land Trusts</p> <p>Support: California State Parks Foundation, NRDC, Sierra Club California</p> <p>Oppose: Orange County Board of Supervisors, OC TAX, California Chamber of Commerce</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SB 560 (Ashburn - R) Regional Transportation Plans: Sustainable Communities	Relates to transportation planning. Provides that greenhouse gas emission credits for counties and cities that permit commercial wind, solar, and biomass projects may be used as credit in the formulation of the sustainable communities strategy or an alternative planning strategy. Excludes transportation trips related to a military installation.	INTRODUCED: 02/27/2009 LOCATION: Senate Environmental Quality Committee STATUS: 03/12/2009 To SENATE Committees on ENVIRONMENTAL QUALITY and TRANSPORTATION AND HOUSING	None Listed
► SB 575 (Steinberg – D) Local Planning: Housing Element	Provides that transportation projects that are funded solely by a local sales tax measure are exempt from certain provisions of the Planning and Zoning Law relative to development of a regional transportation plan and adoption of a sustainable communities strategy if those projects were specifically listed in a ballot measure, prior to a specified date, approving a sales tax increase for transportation projects. Relates to the implementation of SB 375 (Chapter 728, Statutes of 2008).	INTRODUCED: 02/27/2009 LAST AMENDED: 05/04/2009 LOCATION: Assembly STATUS: 06/03/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.	None Listed
► SB 632 (Lowenthal – D) Ports: Congestion Relief: Air Pollution Mitigation	Requires the Ports of Los Angeles, Long Beach, and Oakland beginning January 1, 2010, to assess their infrastructure and air quality improvement needs, including but not limited to, projects that improve the efficiency of the movement of cargo, reduce congestion impacts associated with movement of cargo, and reduce pollution associated with the movement of cargo. Requires the Ports to provide this assessment to the Legislature by July 1, 2010 and to include in the assessment the total costs of infrastructure and air quality improvements, possible funding options for these projects, and estimated timelines for implementation.	INTRODUCED: 02/27/2009 LAST AMENDED: 04/30/2009 LOCATION: Assembly STATUS: 05/21/2009 In SENATE. Read third time. Passed SENATE. To ASSEMBLY.	Support: Bay Area Air Quality Management District, Breathe California

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 696 (Wright – D)</p> <p><i>Air Quality: Regional Districts: Emission Reductions</i></p>	<p><i>Exempts from the requirements of the State Environmental Quality Act, the adoption and implementation of specified air pollution control district or air quality management district rules, and the creation or the use of specified offset credits pursuant to district rules by a thermal power plant when certain conditions are satisfied. Requires the Energy Commission to perform a needs assessment for a thermal power plant proposed to be located in the district.</i></p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/05/2009 LOCATION: Senate Energy, Utilities and Communications Committee</p> <p>STATUS: 05/05/2009 From SENATE Committee on ENERGY, UTILITIES AND COMMUNICATIONS with author's amendments.</p> <p>05/05/2009 In SENATE. Read second time and amended. Re-referred to Committee on ENERGY, UTILITIES, AND COMMUNICATIONS.</p>	<p>Sponsor: South Coast Air Quality Management District</p>
<p>SB 711 (Leno - D)</p> <p>Public Meetings: Sessions: Labor Negotiations</p>	<p>Amends the Ralph M. Brown Act. Requires a local agency, before holding a closed session regarding employee compensation to identify the employee(s) subject to the negotiations, the representatives of the employees, all known negotiation matters, and to make public written proposals. In addition, before an agency commences negotiations for a new collective bargaining agreement or initial proposal for an unrepresented employee, to present, in an open and public session, a new collective bargaining agreement or initial proposal. Requires any vote on the collective bargaining agreement or initial proposal to be taken at an open and public session.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/13/2009 LOCATION: Senate Local Government Committee</p> <p>STATUS: 04/13/2009 From SENATE Committee on LOCAL GOVERNMENT with author's amendments</p> <p>04/13/2009 In SENATE. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT</p> <p>04/13/2009 Hearing canceled at request of author.</p>	<p>Support: California Newspaper Publishers Association, California Aware.</p> <p>Oppose: County of San Bernardino, California Association of Clerks and Elections Officials, American Federation of State, County, and Municipal Employees</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 721 (Steinberg –D)</p> <p>Energy: Greenhouse Gas Emissions</p>	<p><i>Creates the Climate Action Team responsible for coordinating the state's overall climate policy and preparing, adopting, and presenting to the Legislature on or before January 1, 2011 and annually thereafter, a strategic research, development, demonstration, and development plan that establishes priorities and identifies key expenditure categories for research, development, demonstration, and development funds to be expended by the state agencies represented on the team.</i></p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/23/2009 LOCATION: Senate Appropriations Committee</p> <p>STATUS: 05/28/2009 In SENATE Committee on APPROPRIATIONS: Not heard.</p>	<p><i>Sponsor: Audubon California, Defenders of Wildlife, The Nature Conservancy</i></p> <p><i>Support: Clean Water Action, National Parks Conservation Association, Sierra Club California</i></p>
<p>► SB 734 (Lowenthal – D)</p> <p>Transportation</p>	<p>Relates to the \$2 billion Proposition 1B dollars allocated to cities and counties for specified street and road improvements. The act requires a city or county to reimburse the state for funds it receives if it fails to comply with certain conditions applicable to the expenditure of the bond funds. SB 734 requires any interest or other return earned by a city or county from investment of bond funds received under these provisions to be expended or reimbursed under the same conditions as are applicable to the bond funds themselves.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Assembly Transportation Committee</p> <p>STATUS: 06/02/2009 To ASSEMBLY Committee on TRANSPORTATION.</p>	<p>None Listed</p>
<p>► SB 777 (Wolk – D)</p> <p>State Budget</p>	<p>Requires the budget of a state agency submitted to the Department of Finance to utilize a performance based budgeting method. Establishes a task force comprised of the Director of Finance, the Controller, and the Chairperson of the Joint Legislative Budget Committee to develop performance based budgeting guidelines and procedures and in addition, develop a training and education program for state agency personnel involved in the budget process.</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 05/26/2009 LOCATION: Senate Budget and Fiscal Review Committee</p> <p>STATUS: 05/26/2009 From SENATE Committee on BUDGET AND FISCAL REVIEW with author's amendments.</p> <p>05/26/2009 In SENATE. Read second time and amended. Re-referred to Committee on BUSGET AND FISCAL REVIEW.</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SB 802 (Leno – D)</p> <p>Public Contracts: Retention Proceeds</p>	<p>Relates to public contracts and retention proceeds. Prohibits retention proceeds from exceeding five percent of the payment for all contracts entered into after January 1, 2010 between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder. Requires the Department of General Services to withhold not more than five percent of the contract price until final completion and acceptance of a public work or improvement.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: <i>Assembly</i></p> <p>STATUS: 05/21/2009 To <i>ASSEMBLY Committee on BUSINESS AND PROFESSIONS.</i></p>	<p>(Partial List) Sponsor: CA Association of Sheet Metal & Air Conditioning Contractors</p> <p>Support: State Building and Construction Trades Council, California State Association of Electrical Workers, California State Pipe Trades Council</p> <p>Oppose: California State Association of Counties, California Special Districts Association, California Association of Sanitation Agencies</p>
<p>SCA 1 (Walters – R)</p> <p>State Budget</p>	<p>Proposes an amendment to the State Constitution. Provides, that if the total amount of General Fund appropriations in a Budget Bill for the ensuing fiscal year combined with all other General Fund appropriations for that fiscal year on the date of passage does not exceed by five percent or more the amount of the General Fund appropriations for the immediately preceding fiscal year, the budget bill may be passed by a simple majority.</p>	<p>INTRODUCED: 12/01/2008 LOCATION: Senate Rules Committee</p> <p>STATUS: 01/29/2009 To SENATE Committees on RULES and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
SCA 3 (Wyland – R) Transportation Investment Fund	Proposes an amendment to the State Constitution. Deletes current provisions authorizing the transfer of revenues to the Transportation Investment Fund to be suspended during a fiscal emergency. Prohibits a loan of fund revenues under any circumstances. Prohibits any statute that would reduce the extent to which these tax revenues are deposited into the General Fund for transfer to the fund for transportation purposes.	INTRODUCED: 12/01/2008 LOCATION: Senate Revenue and Taxation Committee STATUS: 01/29/2009 To SENATE Committees on REVENUE AND TAXATION; ELECTIONS, REAPPORTIONMENT AND COSTITUTIONAL AMENDMENTS; and APPROPRIATIONS	None Listed
SCA 5 (Hancock – D) State Budget	Exempts General Fund appropriations in the Budget Bill from the two-thirds vote requirement.	INTRODUCED: 12/02/2008 LOCATION: Senate Rules Committee STATUS: 01/29/2009 To SENATE Committees on RULES; and ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS	None Listed
SCA 7 (Maldonado – R) 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 or per diem until the Budget Bill is passed and sent to the Governor.	INTRODUCED: 01/15/2009 LOCATION: Senate Rules Committee STATUS: 02/24/2009 Re-referred to SENATE Committee on RULES	None Listed

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>SCA 9 (Ducheny – D)</p> <p>Finance: State Budget: Taxes</p>	<p>Proposes an amendment to the Constitution that exempts from the two-thirds vote requirement appropriations made in a Budget Bill, and appropriations made in a bill identified in the Budget Bill containing only changes in law necessary to implement the Budget Bill, and instead be passed by a 55 percent vote in each house.</p>	<p>INTRODUCED: 01/26/2009 LOCATION: Senate Budget & Fiscal Review Committee</p> <p>STATUS: 02/05/2009 To SENATE Committees on BUDGET AND FISCAL REVIEW; and ELECTIONS, REAPPORTIONMENT, AND CONSTITUTIONAL AMENDMENTS</p>	<p>None Listed</p>
<p>► SCA 14 (Ducheny – D)</p> <p>Initiative Measures: Funding Source</p>	<p>Proposes an amendment to the Constitution to prohibit an initiative measure that would result in a net increase in state government cost from being submitted to the electors or having any effect unless and until the Legislative Analyst and the Director of Finance jointly determine that the initiative provides for additional revenues in an amount that meets or exceeds the net increase in costs.</p>	<p>INTRODUCED: 02/27/2009 LOCATION: Senate Elections, Reapportionment, and Constitutional Amendments Committee</p> <p>STATUS: 03/19/2009 To SENATE Committee on ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS HEARING: 06/16/2009 1:30 pm</p>	<p>None Listed</p>

BILL NO. / AUTHOR	COMMENTARY	STATUS	OCTA POSITION / OTHER AGENCY POSITIONS
<p>► SCA 15 (Calderon – D)</p> <p>State Budget</p>	<p>Proposes an amendment to the Constitution to exempt General Fund appropriations in the Budget Bill for the ensuing fiscal year from the 2/3 vote requirement of the Legislation if the total amount of General Fund revenues estimated by the Legislative Analyst after a certain date for the current fiscal year is a certain percentage below the estimate of General Fund revenues set forth in the Budget Bill enacted for the current fiscal year</p>	<p>INTRODUCED: 02/27/2009 LAST AMENDED: 04/13/2009 LOCATION: Senate Budget and Fiscal Review Committee</p> <p>STATUS: 04/13/2009 From SENATE Committee on BUDGET AND FISCAL REVIEW with author's amendments</p> <p>04/13/2009 In SENATE. Read second time and amended. Re-referred to Committee on BUDGET AND FISCAL REVIEW</p>	<p>None Listed</p>



MEMO

June 17, 2009


To: Members of the Board of Directors
From: Wendy Knowles^{WK}, 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.



June 18, 2009

To: Legislative and Communications Committee 
From: James S. Kenan, Interim Chief Executive Officer
Subject: Federal Legislative Status Report

Overview

This Federal Legislative Status Report provides information on the recent testimony of transportation Secretary LaHood before the House Appropriations Committee and the introduction of new legislation regarding freight movement.

Recommendation

Receive and file as an information item.

Discussion

To date, a new federal authorization bill has not been introduced in Congress. However, the House Transportation and Infrastructure (T & I) Committee Chair, James Oberstar (D-MN), told committee members on June 4 that he wants to have his version of the multi-year surface transportation authorization bill acted on by the T & I's Highway and Transit Subcommittee by the end of June. The full T&I Committee would then act on the bill in July. Chairman Oberstar said the House Ways and Means Committee is also expected to develop the bill's revenue title in July. The T & I Committee Chairman's current goal is to have the entire package pass the House by the end of July.

As Congress awaits any new authorization legislation, the Department of Transportation Secretary LaHood has confirmed reports regarding the deterioration of the Highway Trust Fund (HTF). He told members of the House Transportation Appropriations Subcommittee on June 4 that the HTF's Highway Account would reach a zero balance due to insufficient revenues by as early as this summer and an additional \$5 billion to \$7 billion would be necessary to meet the level of highway investment promised to states for federal fiscal year (FY) 2009. He added that the trust fund would need another \$8 billion to \$10 billion to get through FY 2010 at current levels of investment.

The Secretary said he believes any fix of the HTF must be funded with new revenues or spending cuts elsewhere in the federal budget. Secretary LaHood also reiterated his opposition to a federal motor fuels tax increase and instead promoted public-private partnerships and tolling. Subcommittee Chairman John Olver (D-MA) reminded Secretary LaHood that those alternatives do not generate revenues available to the federal government.

At the same June 4 Transportation Appropriations Subcommittee hearing, Secretary LaHood had an exchange with ranking committee member, Congressman Lewis (R-CA), wherein the Secretary suggested that some of the \$1.5 billion multimodal discretionary program made available under the American Recovery and Reinvestment Act (ARRA) will likely be used to enhance ports such as Los Angeles and Long Beach in order to expand capacity and relieve congestion.

Others within the House have also been proposing ways to address the need for goods movement funding. The latest bill to be introduced on this subject is H.R. 2707, the National Freight Mobility Infrastructure Act, which was introduced by Congressmen Adam Smith (D-WA) and Dave Reichert (R-WA). The bill would authorize the Secretary of Transportation to establish a grant program providing funds to entities designated by the states and to regional authorities for projects to improve freight mobility.

Projects would be awarded on a competitive basis for, among other purposes, the construction of grade separations, railroad expansion, intermodal freight facilities, and highways and bridges which carry substantial amounts of freight. Projects would need to show that they: 1) improve freight mobility, capacity, and efficiency; 2) are cost effective; 3) are based on the results of preliminary engineering; 4) will enhance economic development; and 5) are supported by non-federal financial commitments. Projects would be evaluated and funded on a multi-year basis with full funding grant agreements similar to the process used currently for new start transit projects. No more than 10 percent of the funds in any fiscal year can be used for projects in a single state.

Under the bill, this grant program would be funded through a new freight mobility infrastructure tax of 1 percent of the fair market value of ground transportation (defined as freight rail or commercial motor vehicle transportation greater than 50 miles) within the United States. Tax receipts would be deposited into a separate trust fund. The tax would be paid by those who otherwise pay for transportation of the goods. State and local governments would be exempt from the tax.

While the bill contains some key qualities, such as a dedicated trust fund for freight related projects, it does not meet the goods movement principles set out by the Orange County Transportation Authority Board of Directors (Board), in

that project funding for any single state is limited to 10 percent of tax receipts. Such a restriction would disadvantage large ports such as Los Angeles and Long Beach.

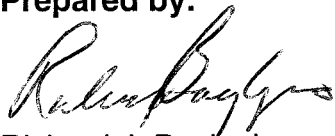
Staff will continue to monitor this new bill, along with others which have been introduced, for opportunities to modify them in conformance with the Board's goods movement principles.

Summary

The Secretary of Transportation has testified that the funding situation with the Highway Trust Fund has deteriorated, that additional funds will be needed, and that the administration will look to the \$1.5 billion discretionary program made available under ARRA as one source of funding for goods movement projects. A new goods movement bill has been introduced in the House. The May reports from Potomac Partners and Smith, Dawson and Andrews are included as Attachments A and B.

Attachments

- A. Report to Orange County Transportation Authority from Potomac Partners DC May 2009
- B. Report to Orange County Transportation Authority from Smith, Dawson & Andrews May 2009

Prepared by:

Richard J. Bacigalupo
Federal Relations Manager
(714) 560-5901

**Report to Orange County Transportation Authority from
Potomac Partners DC
May 2009**

Partners contributing to the work in this report include: Rick Alcalde, Dan Feliz, and Lesli McCollum Gooch.

1. Transportation Reauthorization & “Goods Movement”

Chairman Oberstar has set a benchmark of crafting a \$450B Transportation bill and passing it in the House before SAFETEA-LU expires on September 30, 2009. With an already packed legislative agenda for the summer it will be a challenge to finalize a bill in the full committee and carve out floor time to debate key policy issues like a potential increase in the federal “gas tax” to pay for the new spending and preserve the Highway Trust Fund (HTF).

The Department of Transportation has already reached out to Congressional leaders and told them about the declining cash balances in the HTF. DOT has further indicated that it will not be able to sustain daily reimbursements of state voucher claims if Congress does not pass the re-authorization before September or increase the cash balance with a transfer from the general fund to the HTF in the amount of \$5-10B before the end of the fiscal year. The danger of an insolvent HTF is a strong impetus for the committee to finish writing the bill, which we expect to be available in draft form in early June. Chairman Oberstar continues to re-iterate his desire to complete the legislation that will guide long-term transportation policy and infrastructure development rather than rely on short term HTF fixes with comparatively small balance transfers from the general fund.

For many Members the most important aspect of the bill is receiving funding for local projects that the Committee has designated as High Priority Projects (HPPs). During the month of May, Members including most Republicans submitted \$136.3B in requests for HPPs. The administration has already signaled its willingness to accept earmarks with the \$410B Omnibus packaged signed into law earlier this year. We are continuing to work with the Southern California delegation to re-iterate their support for the OCTA’s regional projects throughout the process with the committee.

Committee leaders like Jim Oberstar, John Mica, Corrine Brown, and Bill Shuster also hope to put more emphasis in this bill on rail and other modes of transportation than in past re-authorizations. Rep. Brown has told us that they are diligently working on a separate rail title that will address the funding needed for goods movement and grade separations in our major rail corridors around the Country, which will be a great benefit for Orange County.

The Senate has not yet set a time table for consideration of their version of the legislation. In past authorizations, the Environment and Public Works (EPW) and the Banking, Housing and Urban Affairs Committees have taken the lead on the transportation policy aspects of the Senate bill. Recently the Democrat leaders of the Senate Commerce Science and Transportation Committee have expressed interest in having a greater role in developing transportation policy in this reauthorization.

Senators Rockefeller and Lautenberg introduced legislation in May declaring a series of goals and objectives for the national surface transportation system and directing the Secretary of Transportation to take steps to achieve those goals. The legislation (S. 1036) would amend chapter 3 of the title 49, United State Code by including these new surface transportation policy and goals. The Senate Commerce Science and Transportation Committee's involvement could foreshadow a more robust rail title in the Senate re-authorization bill as well, since the Commerce Committee has jurisdiction over rail issues.

Potomac Partners DC (PPDC) is advancing the concept of a dedicated funding stream for a **Good's Movement Program** in the re-authorization. We believe that a likely place in the legislation to describe the implementation of that program will be in both the "rail title" and in the "Projects of National Significance." One strategy in advancing this Good's Movement initiative is building a coalition of ports in key regions to help advocate for a dedicated "walled-off" funding source with both local Congressional Members and key leaders on the T&I committee. To this end, PPDC in May has facilitated meetings with OCTA Board Members and the Port Director of Miami and another meeting with Port Director of Fort Lauderdale to discuss the program and the most important needs that it should address. Additional meetings in Florida that we hope to facilitate in the near term are with the Port of Tampa, Port of Everglades, Port Canaveral, and Jacksonville Port Authority. Other meetings may include Ports of Houston, New Orleans, Boston, Oakland, Seattle, and Norfolk. Another important coalition member may also include the Chicago Airport System.

2. Transportation Stimulus Discretionary Grants

Competitive funds of \$1.5 billion are now available from the U.S. Department of Transportation under the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants Program. A broad array of transportation projects will be eligible. Applications are due Sept. 15. The DOT website describing the discretionary program is www.dot.gov/recovery.

3. FY 10 Appropriations Update

Prior to the break the **Fiscal Year 2009 War Supplemental Appropriations Bill (H.R. 2346)** passed by a vote of 368-60 in the House on May 14th. It passed the Senate on May 21st 86-3. Democratic leaders postponed a House-Senate conference meeting they hoped would produce a compromise bill during the first week of June after it appeared they might not have enough votes to pass the measure in the House. The “supplemental” provides funding for the wars in Iraq and Afghanistan and also includes additional funds for combating pandemic flu and funds for the IMF. Floor consideration of the Conference report will still likely take place in the next couple of weeks despite the slowed progress with the conference committee meetings.

We have been working with House Appropriators to include language in the conference report to allow transit agencies to use some of the formula transit stimulus funds for desperately needed operating costs.

Once the Supplemental is signed into law, the House plans to take up all 12 of the Appropriations bills before the August recess, which will place pressure on the Senate to follow suit. Many Appropriators are hopeful this timely action in the House will preempt the need for a Continuing Resolution, which has become commonplace in past appropriations cycles. Senate Majority Leader Harry Reid said on June 1st that, with GOP cooperation, he would like to see the Senate clear some appropriations bills before July 4th.

Each Appropriations sub-committee has already been holding hearings on funding priorities and members' requests. We have been told to expect a mark up of the Transportation Housing and Urban Development (THUD) bill in June by the subcommittee. A full committee markup will likely follow in early July.

4. Cap and Trade Legislation: H.R. 2454, The American Clean Energy and Security Act (ACESA)

The Waxman-Markey Climate Change/Cap & Trade legislation was marked-up and passed out of the House Energy & Commerce Committee by a vote of 33-25 before the Memorial Day recess, but its future remains uncertain with numerous Democrats to include a large number of Conservative Blue Dog Democrats like freshman Rep. Bobby Bright (D-AL) vowing to oppose it on the floor. The committee action came after a marathon committee session that spent 37 hours over four days methodically rejecting 56 separate Republican efforts to learn the full cost of the bill, and to prevent scams in its trading system. The bill does not contain any additional funding assistance for transit, which has a proven ability to provide energy savings and reduce emissions. The most important issue for many GOP members remain the skyrocketing cost that American people will incur if the legislation becomes law.

PPDC has met with a number of key House Commerce committee Members like Rep. Lee Terry (R-NB) to discuss additional changes to the bill that would include a significant transit investment. Other committees may seek sequential jurisdiction over the bill, but will have a very short window to schedule hearings and markups. We have also met with Senators Richard Shelby and Jeff Sessions from Alabama who together will be working to ensure any future Senate version has significant differences to the current House bill.

4. High Speed Rail (HSR)

In April, President Obama released a strategic plan outlining his vision for high-speed rail. We have been working with key leaders on the Transportation and Appropriations Committees to help provide Congressional input in the implementation of that strategic plan. The plan identifies \$13 billion in federal funds -- \$8 billion in the Recovery Act and \$5 billion requested in the President's budget -- to jump-start a potential world-class passenger rail system and sets the direction of transportation policy for the future. Detailed guidance for up to the first \$8 billion in federal grant applications will be announced by the end of June and the first round of grants are expected to be awarded as soon as late summer 2009.

On June 4th Secretary LaHood testified before the THUD Appropriations subcommittee about department's efforts on spending stimulus funds, future budget priorities, and the discretionary HSR grants. With regard to the HSR grants, the Secretary would encourage the States to guide HSR proposals so that are integrated with the current transportation infrastructure and can help foster "livable communities." He also specifically mentioned California as an important proving ground for HSR in America.

5. Other Activities on Behalf of OCTA

- In the month of May PPDC facilitated a visit for Congressman Bill Shuster, Ranking Member of the Railroad subcommittee for the Transportation and Infrastructure Committee to Orange County. Rep. Shuster will be an important advocate for the Good's Movement program in the re-authorization. Congressman Shuster indicated that his trip to the County was very informative and he has a strong desire to join with his colleague Rep. Corrine Brown to include a comprehensive Good's Movement program in the re-authorization.
- In May PPDC attended the Coalition for America's Gateway and Trade Corridors briefing with Joel Szabat, Deputy Assistant Secretary for Transportation Policy. The focus of Mr. Szabat's talk was on the DOT's opportunity to demonstrate to Congress how efficiently it can manage the

TIGER Discretionary Grants Program. Mr. Szabat hopes that this program could become a model for future programs to improve multi-modal transportation systems around the Country.

- **H.R. 2200 - Transportation Security Administration Authorization Act** – This legislation would authorize \$15.7 billion in funding for FY10-FY11 for air and surface transportation security. It triples surface transportation security spending over the FY09 level. A vote was scheduled in the House before the Memorial Day recess but was subsequently postponed till after the recess. On June 4th the bill passed the House by a vote of 397-25.

**Report to Orange County Transportation Authority from
Smith, Dawson & Andrews
May 2009**

Focus: Presidential, Congressional & DOT Action regarding ARRA, Budget & Appropriations
June 2009

Highlights

Much work continues around the FY 2010 appropriations and submitted project requests for the House transportation reauthorization, which is expected to be released in draft around June 9. No timeline is set for appropriations at this time, other than completion is expected before the August recess, but the first House markup took place Thursday, June 4th of the Commerce Justice & Science bill which passed. Senator Reid in his pen and pad session indicated that he intended to pass the Legislative Branch and Homeland Security bills before the July 4th recess and plans to complete 5 more bills before the August recess, with the remainder scheduled for September. The House schedule has not been released, but it appears that a number of subcommittees intend to markup their bills before August.

Although T&I was scheduled to mark up its reauthorization bill by the end of May, this deadline continues to be postponed. Chairman Oberstar in a speech June 3rd indicated that the committee staff had several weeks of drafting still ahead of them, but that he hoped to be out of Committee by the July recess. Mr. Oberstar said he would not sponsor nor support any extensions of SAFETEA-LU beyond September 30th, despite the fact that there were 12 required during the 2005 reauthorization process—it is unclear if the House Leadership is supportive of that or not. By the end of May, House leadership called on the Ways & Means Committee to begin hearings on alternative options for funding the next federal transportation law. Technically, once the committee reports out the transportation reauthorization bill, it cannot be considered on the House floor until its financing mechanism (a bill reported out of Ways & Means) complements the bill to be considered in tandem for final passage.

The House Subcommittee on Select Revenue Measures will hold two weeks of hearings in June on federal transportation financing, but no dates have been posted yet.

On the Senate side of the reauthorization process, Senate Commerce, Science and Transportation Committee Chairman John Rockefeller (WV) and Senator Frank Lautenberg (NJ) introduced the Federal Surface Transportation Policy and

Planning Act. The bill provides a set of principles for future federal transportation programs. Details of the bill and its announcement are linked here: http://commerce.senate.gov/public/index.cfm?FuseAction=PressReleases.Detail&PressRelease_id=6e1be4c5-07d4-41e9-8fda-4f0655b31848&Month=5&Year=2009

The American Clean Energy and Security Act completed mark-up in the House Energy Committee before the House adjourned for Memorial Day recess. However, the bill does not include any allocations or mention of revenues disbursements for transit systems. A huge protest about the omission of transit in the deliberations and language of the bill continues with letters to both Energy & Commerce and Transportation & Infrastructure being sent from APTA as well as individual transit authorities from across the country. There is no clear path or timeline for this bill to be considered on the House floor. It was referred to eight other committees sequentially for mark-up: Agriculture; Education and Labor; Financial Services; Foreign Affairs; Natural Resources; Science & Technology; Transportation & Infrastructure; and Ways and Means. Parliamentary procedure requires each of these committees to deliberate only on the specific language contained in the bill that is related to their jurisdiction. Some believe it will be difficult if not impossible for a committee, such as T&I, to introduce new language into the bill regarding transit, because none exists at the moment. A summary of the house-passed bill is located in the following link: http://energycommerce.house.gov/index.php?option=com_content&view=article&id=1622&catid=155&Itemid=55

DOT ARRA grant programs continue to move closer to the application phase. The TIGER (Transportation Investment Generating Economic Recovery) grant program was the topic of U.S. Department of Transportation guidance regarding the \$1.5 discretionary grant program. It was published in the Federal Register on May 18: <http://edocket.access.gpo.gov/2009/pdf/E9-11542.pdf>. The DOT Secretary's office will administer this grant program with help from all modal offices. Multi-modal applications are thought to be the focus of this program, but applications can be submitted for all kinds of transportation projects. Applications are due by September 15 and grants are expected to be decided and announced before the end of the year.

The Federal Railroad Administration completed its seven stakeholder outreach workshops regarding ARRA's high speed rail program. The next step in the high speed rail ARRA program calls for FRA to release an interim guidance by June 17.

On May 29, the White House ethics office released revised guidance on lobbying activity regarding ARRA to require all information requests or other discussion with federal agencies or White House staff to be communicated in writing once any application for any ARRA grant programs has been submitted.

More U.S. DOT appointments continue with the confirmation of John Porcari (former Maryland Secretary of Transportation) as Deputy Secretary, and Peter Rogoff (former Majority staff leader of Senate Subcommittee on Transportation Appropriations) as Federal Transit Administrator.

SDA Outreach

Contact on Capitol Hill on behalf of OCTA

- Smith with appropriations and authorizing committee staff on recovery funding distributions, 2010 appropriations as well as movement on reauthorization and climate change legislation;

- Andrews with *Sen. Patty Murray and Rep. John Olver* and Senate EPW staff on status on fiscal 2010 appropriations process and reauthorization;

- Gaines with Rep. Loretta Sanchez staff on W&M hearing, climate change legislation and earmarks process

- Newman with House Energy & Commerce Committee staff on timeline for Committee-passed version of climate change legislation; FRA action on high speed rail

- Burrell and Garson with T&I Committee--*Rep. Pete DeFazio* and staff--on timing and direction of reauthorization and lack of transit in climate change legislation.

- Garson—attended May 19th hill visits with Coalition for America's Gateways and Trade Corridors

- SDA group--review of important Congressional hearings and press conferences related to OCTA goals; information about Administration official travel and other events to grow awareness of OCTA solutions, opportunities and challenges to providing 21st century mobility options.

Contact with relevant organizations on behalf of OCTA

- Burrell with APTA's Bill Millar on climate change and high speed rail hearings

- Burrell & Garson—attended May 19 and 20 meeting of Coalition for America's Gateways & Trade Corridors

- Burrell—attended May 5 & 12 southern California Washington reps meetings on legislative and DOT activity

- Garson and Lopez--US Conference of Mayors and National Association of Counties update meetings

- SDA group--outreach to Republican and Democratic leadership and Administration officials regarding activities related to ARRA funds distribution, appropriations preparations and reauthorization discussions



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Federal Transit Administration Section 5316 and 5317 Grant Program Recommendations

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Approve the recommended project list and authorize the Interim Chief Executive Officer to file and execute grant-related agreements needed to secure and make available funding from the Federal Transit Administration Section 5316 and Section 5317 grant programs.
- B. Authorize staff to amend the Regional Transportation Improvement Program to accommodate grant revenues.



June 11, 2009

To: Transit Committee

From: *JJK* James S. Kenan, Interim Chief Executive Officer

Subject: Federal Transit Administration Section 5316 and 5317 Grant Program Recommendations

Overview

The Federal Transit Administration's Section 5316 Jobs Access Reverse Commute and Section 5317 New Freedom grant programs provide an opportunity for local agencies, non-profit organizations, and transportation providers to meet the special transportation needs of persons with disabilities and of low income. As the designated grant recipient, the Orange County Transportation Authority is responsible for competitively allocating funds based on a locally adopted transportation coordination plan and selection criteria. This process has been completed and a list of recommended projects is presented for funding consideration.

Recommendations

- A. Approve the recommended project list and authorize the Interim Chief Executive Officer to file and execute grant-related agreements needed to secure and make available funding from the Federal Transit Administration Section 5316 and Section 5317 grant programs.
- B. Authorize staff to amend the Regional Transportation Improvement Program to accommodate grant revenues.

Background

The Federal Transit Administration (FTA) Section 5316 Jobs Access Reverse Commute (JARC) and Section 5317 New Freedom grant programs provide an opportunity for local agencies, non-profit organizations, and transportation providers to meet the special transportation needs of persons of low income and for those with disabilities. Authorized in Safe Accountable Flexible and Efficient Transportation Equity Act, a Legacy for Users (SAFETEA-LU), the FTA New Freedom program is intended to support new public transportation

services and service alternatives beyond those required by the Americans with Disabilities Act (ADA) of 1990. The FTA JARC program is intended to assist low-income individuals in accessing jobs and other employment-related activities. Both programs were established to reduce barriers to transportation services and expand the transportation options currently available to these communities. The federal funds are allocated by formula to urbanized areas based on their respective population share of low-income and disabled persons.

In order to access these funds, the Orange County Transportation Authority (OCTA) completed a planning process which entailed the development and adoption of a coordinated transportation plan, selection criteria, and a competitive call for projects. This planning process has been completed with the adoption of the Public Transit-Human Services Transportation Coordination Plan for Orange County by the OCTA Board of Directors (Board) on October 10, 2008, and the release of a competitive call for projects authorized by the OCTA Board on December 8, 2008. The call for projects invited interested agencies to submit proposals for competitive evaluation and funding under these two programs.

Discussion

To assist potential applicants, OCTA hosted two local workshops on January 29, 2009, to provide an opportunity to discuss requirements and prepare proposals. Throughout the application development period, OCTA staff reviewed draft applications and provided suggestions to enhance the likelihood of grant funding. In April 2009, OCTA received 12 final applications from a variety of local agencies and non-profit organizations.

The applications were reviewed by an evaluation committee comprised of eight representatives from a variety of organizations including San Bernardino Associated Governments, City of Huntington Beach Senior Center, and OCTA's Special Needs in Transit Advisory Committee. OCTA staff from the departments of Finance, Federal Relations, and Community Transportation Services also took part in the evaluation. The committee scored the applications based on the selection criteria adopted by the OCTA Board, and then met to review scores and discuss any variances. Based on the evaluations, all 12 requests are recommended for funding by the committee. The ranked list of recommended projects is presented for funding consideration in Attachment A.

Collectively, the 12 grant applications request over \$4.4 million in federal assistance to support a variety of projects including mobility management

programs, travel training, volunteer driver programs, and new transportation services, which benefit disabled and low-income individuals within the communities they serve. Mobility management programs, in particular, provide an opportunity for these agencies to plan, coordinate, and maximize the use of transportation services already available and match them to meet the unique travel needs of their clients. These programs can be implemented at an agency or regional level to ensure that transportation services and resources can be shared and are well coordinated.

OCTA currently has cooperative agreements with seven of the 12 applicants to coordinate transportation services. Abrazar, Inc., Jewish Family Services, City of Laguna Woods, and Vietnamese Community of Orange County are participants in OCTA's Senior Mobility Program and together provided more than 19,000 trips in fiscal year (FY) 2008. OCTA also has cooperative agreements with Acacia Adult Day Services and Alzheimer's Family Services, which helped reduce demand on ACCESS by more than 43,100 trips and resulted in approximately \$454,000 in deferred expenses in FY 2008. OCTA also coordinates with the Orange County Office on Aging to provide senior nutrition transportation service in nine cities. An award of federal funds to these agencies will help ease demands on ACCESS and ensure quality transportation services continue to be available to disabled and low-income individuals in Orange County.

With the Board's approval, staff will amend the Regional Transportation Improvement Program to accommodate grant revenues and enter into grant-related agreements needed to secure and make available FTA Section 5316 and Section 5317 program funds to support the awarded projects.

Fiscal Impact

There are no fiscal impacts associated with this action. An award of federal funds to these agencies will provide a two-year funding allocation for projects, with an option to extend the projects for an additional two years depending on the availability of funds. The federal share for the Section 5316 and Section 5317 grant program is 80 percent of the total capital costs of the project and 50 percent of the total operating costs. Awarded applicants are required to fulfill the local, non-federal match requirement.

Summary

As the designated grant recipient, OCTA is responsible for competitively allocating Federal Transit Administration Section 5316 Jobs Access Reverse Commute and Section 5317 New Freedom funds based on a locally adopted transportation coordination plan and selection criteria. This process has been completed and a list of recommended projects is presented for funding consideration.

Attachment

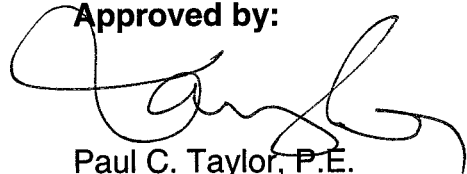
- A. FTA Section 5316 and Section 5317 Grant Program, Orange County Transportation Authority List of Recommended Projects

Prepared by:



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Grant Specialist
(714) 560-5716

Approved by:



Paul C. Taylor, P.E.
Deputy Chief Executive Officer
(714) 560-5431

**FTA Section 5316 & Section 5317 Grant Program
Orange County Transportation Authority
List of Recommended Projects**

Applicant	Project Description	Fed Fund Request	Total Project	Score (100 max)
California State University Fullerton Auxiliary Services	Create a mobility management and volunteer driver program and provide new transportation services to low-income and disabled students and seniors.	\$444,119	\$657,753	92
North Orange County Community College District	Conduct transit mobility training for students with intellectual disabilities as part of jobs skills training curriculum within the community college district.	\$73,232	\$91,540	92
Acacia Adult Day Services	Establish mobility manager and provide new same day, non-emergency medical trips for elderly disabled clients.	\$336,331	\$483,929	90
Abrazar, Inc.	Establish mobility managers by utilizing a train-the-trainer approach to provide travel training and coordination among partner agencies.	\$320,000	\$400,000	89
Jewish Family Services of Orange County	Establish mobility management and volunteer driver program to support non-emergency medical, same day trips for disabled seniors.	\$213,334	\$326,668	89
Alzheimer's Family Services Center	Establish a mobility management program to coordinate trips for low-income, cognitively impaired clients.	\$113,000	\$141,250	88
City of Laguna Woods	Establish a mobility manager to coordinate transportation and increase transit use among low-income and/or physically impaired seniors.	\$184,000	\$230,000	85
St. Anselm's Cross Cultural Community Center	Establish new transportation services for an existing employment program to help meet the travel needs of low-income individuals seeking employment.	\$287,918	\$525,563	85
County of Orange, Office on Aging	Expand current program to provide new same-day medical transportation trips and for those located beyond 3/4-mile of fixed route services.	\$1,000,000	\$2,000,000	83
Dayle McIntosh Center	Establish a mobility management program to provide travel training, buddy travel, and to coordinate existing transportation services.	\$392,295	\$490,369	82
Irvine Unified School District	Provide new transportation for low-income students with moderate to severe disabilities to support job training in three school districts (Irvine, Saddleback and Capistrano).	\$734,128	\$1,326,418	81
Vietnamese Community of Orange County	Establish a mobility management program, and provide new, expanded transportation services for low-income and disabled seniors for work and medical-related travel.	\$326,640	\$604,080	77
Total		\$4,424,997	\$7,277,570	



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Federal Transit Administration Section 5307 Program of Projects Revisions

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendations

- A. Approve the revised federal fiscal year 2008-09 Federal Transit Administration Section 5307 program of projects.
- B. Direct staff to make all necessary amendments to the Regional Transportation Improvement Program, submit necessary Federal Transit Administration grant applications, and execute any necessary agreements to facilitate the above action.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Federal Transit Administration Section 5307 Program of Projects Revisions

Overview

On November 24, 2008, the Board of Directors approved the federal fiscal year 2008-09 Federal Transit Administration Section 5307 program of projects. Since that time, the funding needs for certain capital projects have changed and the actual revenue available from the Federal Transit Administration Section 5307 program increased by approximately \$2 million. Based on the current funding needs of the bus transit program, revisions to the Federal Transit Administration Section 5307 program of projects are presented for Board of Directors' approval.

Recommendations

- A. Approve the revised federal fiscal year 2008-09 Federal Transit Administration Section 5307 program of projects.
- B. Direct staff to make all necessary amendments to the Regional Transportation Improvement Program, submit necessary Federal Transit Administration grant applications, and execute any necessary agreements to facilitate the above action.

Background

The Federal Transit Administration (FTA) Section 5307 (5307) Urbanized Area Formula program makes federal funds available for transit capital assistance to urbanized areas with populations of 50,000 or more. Funding is apportioned on the basis of legislative formulas which includes bus revenue vehicle miles, fixed guideway route miles, population, and population density. The Orange County Transportation Authority (OCTA) typically uses FTA 5307 funds for replacement and expansion vehicles for fixed-route and paratransit service,

revenue vehicle modifications, facility modifications, and bus-related equipment.

The OCTA Board of Directors (Board) approves the FTA 5307 program of projects (POP) annually in the fall based on an estimated federal funding target. The Board approved the federal fiscal year (FFY) 2008-09 POP at its November 24, 2008, meeting. Actual apportionments are released later in the year and the POP is adjusted accordingly. Projects are selected for the POP based on OCTA's Comprehensive Business Plan (CBP) and the Long Range Transportation Plan (LRTP), which identify the transit system's operating and capital funding needs.

Discussion

This year, the FTA 5307 apportionment was approximately \$2 million higher (\$58 million) than originally estimated (\$56 million). Based on recent changes in overall anticipated revenues for transit bus operations, recent Board policy, and programming decisions, staff is recommending changes to the POP to reflect current bus transit needs.

When the POP was approved last November, FTA 5307 funds were programmed to support:

- Paratransit operations: \$5.6 million
- Preventive maintenance: \$23.9 million
- Transit enhancement (funds used for the call for projects for transit-related bicycle and pedestrian projects): \$0.5 million
- 61 alternative fuel 40' replacement buses: \$25.9

Since the POP was approved, the actual revenue available in FTA 5307 funding increased by \$2 million. This increased revenue will provide additional funding to paratransit operations, preventive maintenance, and transit enhancements, and will support a new transit security project.

In addition to including the increased revenue, the projects within the POP are proposed to change. The fixed-route service is currently being reduced and there is no longer an immediate need to purchase buses. Staff proposes to reprogram the funding from the alternative fuel replacement bus purchase (\$25.9 million) to preventive maintenance (\$4.9 million), capital cost of contracting for paratransit service (\$10.1 million), and upgraded radio service for both fixed-route and paratransit service (\$10.9 million).

The radio communications system upgrade is necessary to ensure reliable data and voice communications capability among OCTA central communications, base facilities, and transit fleet vehicles. The existing system is already beyond its normal life and replacement parts are no longer available.

Providing FTA 5307 funds for preventive maintenance and for capital cost of contracting augments local operating funds and is part of the overall OCTA strategy to offset the loss of state transit assistance funds.

A minimum 20 percent non-federal match is required for FTA 5307 funds. There is an exception which requires a 17 percent non-federal match for the acquisition of alternative fuel vehicles. Further exceptions are the match requirements for the capital cost of contracting, which requires a 68 percent non-federal match and the ACCESS and fixed-route radio systems upgrade.


Summary

Staff is recommending approval of changes to the POP including a new transit security project, upgraded radio service for both fixed-route and paratransit service, capital cost of contracting for paratransit service, and increases in preventive maintenance.

Attachment

- A. Proposed Revised Program of Projects for Federal Transit Administration Section 5307 Grant Revenue – Federal Fiscal Year 2008-09

Prepared by:


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State and Federal Programming
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Approved by:


Kia Mortazawi
Executive Director, Development
(714) 560-5741

Proposed Revised Program of Projects for Federal Transit Administration Section 5307
Grant Revenue - Federal Fiscal Year 2008-09

Line Item Description	Federal Share	Local Match	Total
Other Bus Capital Assistance	\$ 35,946,693	\$ 25,977,051	\$ 61,923,744
Non Fixed Route Paratransit Operations Assistance @ 10% (max.)	4,792,932	18,188,611	22,981,543
Non Fixed Route Paratransit Operations Assistance (Mission Viejo Urbanized Area)	1,011,151	252,788	1,263,939
Preventive Maintenance - Salaries and Benefits, Services and Parts	21,143,368	5,285,842	26,429,210
Preventive Maintenance - Salaries and Benefits (Mission Viejo Urbanized Area)	8,999,242	2,249,811	11,249,053
Transit Enhancements	\$ 1,059,701	\$ 264,925	\$ 1,324,626
Bicycle Pedestrian and Facilities Program - Construction @ 1% (minimum)	479,293	119,823	599,116
Bicycle Pedestrian and Facilities Program - Construction (Mission Viejo Urbanized Area)	101,115	25,279	126,394
Transit Security Program - Construction @ 1% (minimum)	479,293	119,823	599,116
Capital Cost of Contracting - Veolia	\$ 10,108,269	\$ 21,480,072	\$ 31,588,341
ACCESS and Contracted Fixed Route Contracts	10,108,269	21,480,072	31,588,341
Integrated Transportation Communications System Radio Project Upgrade	\$ 10,926,164	\$ 2,731,541	\$ 13,657,705
ACCESS and Fixed Route Radio Systems Upgrade	10,926,164	2,731,541	13,657,705
Total Eligible Project Cost	\$ 58,040,827	\$ 50,453,589	\$ 108,494,416
Total Eligible Cost - Grant #CA-90-Y697	\$ 58,040,827	\$ 50,453,589	\$ 108,494,416
Adjustment Amount	-	-	-
Gross Project Cost - Grant #CA-90-Y697	\$ 58,040,827	\$ 50,453,589	\$ 108,494,416



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Metrolink Ridership and Revenue Quarterly Report

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

No action was taken.


Staff Recommendation

Receive and file as an information item.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Metrolink Ridership and Revenue Quarterly Report

Overview

The Southern California Regional Rail Authority, a five-member joint powers authority, operates Southern California's five-county, 400-mile commuter rail system known as Metrolink. A report on Metrolink ridership and revenue for service in Orange County, covering the third quarter of fiscal year 2008-09 is provided.

Recommendation

Receive and file as an information item.

Background

Metrolink's five-agency membership includes the Los Angeles County Metropolitan Transportation Authority, the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), the San Bernardino Associated Governments (SANBAG), and the Ventura County Transportation Commission. Metrolink operates 149 daily trains on seven lines, serving 55 stations, and carries more than 45,000 riders per day.

There are three lines that provide service to Orange County. The Orange County (OC) Line service began in 1994, followed by the Inland Empire – Orange County (IEOC) Line in 1995, and the 91 Line in 2002. The three lines serving Orange County provide a total of 44 daily weekday trains serving 11 Orange County stations. The OC and IEOC lines have provided weekend service year-round for the past four years. The OC Line provides four round trips on Saturday and Sunday and is funded by OCTA. The IEOC Line weekend service operates three round trips on Saturday and two round trips on Sunday, and is jointly funded by OCTA, RCTC, and SANBAG.

The Rail 2 Rail Program, which began in 2003, allows Metrolink monthly pass holders the option of riding Amtrak Pacific Surfliner trains at no additional charge, provided the pass holder travels within the designated stations identified on the monthly pass. In Orange County, a valid Metrolink ticket or pass permits free transfer connections to local OCTA bus routes.

Discussion

This report provides the third quarter (January, February, March) fiscal year (FY) 2008-09 update on weekday and weekend ridership, revenue, and on-time performance.

Ridership and Revenue

Total Ridership and Revenue

Total FY 2008-09 third quarter ridership for the three Metrolink lines serving Orange County, including Rail 2 Rail passengers, has decreased by 3.2 percent compared to the same period last year and has dropped 3.1 percent from last quarter. Third quarter passenger fare revenues of \$6.4 million are 1.7 percent lower than the same period last year. Detailed ridership and revenue data by route is included in Attachment A.

Weekday Ridership

Combined daily average weekday ridership on the OC, IEOC, and 91 lines during this period was 15,126, including Rail 2 Rail. This represents a decrease of 2 percent versus the same period last year and 1.5 percent compared to last quarter. The OC Line daily average ridership is up 2 percent, the IEOC Line is down 11.2 percent, and the 91 Line is down 4.6 percent compared to the same quarter last year. The Rail 2 Rail Program has become more successful over the past few years, reporting a 14.2 percent increase versus last year, mainly due to increased awareness of the service offered to Metrolink monthly pass holders via Amtrak. Average weekday ridership for the third quarter is detailed in the table below.

Third Quarter	OC Line	IEOC Line	91 Line	Rail 2 Rail	Total
FY 2007-08	6,869	4,816	2,320	1,430	15,435
FY 2008-09	7,005	4,275	2,213	1,633	15,126
<i>Percentage Change</i>	2.0%	-11.2%	-4.6%	14.2%	-2.0%

The decline in the IEOC and 91 lines ridership is attributed to deteriorating economic conditions for passengers originating in the Inland Empire. In

March 2009, according to the California Employment Development Department unemployment rates reached over 13 percent in Riverside County and 12.5 percent in San Bernardino County. Statewide unemployment is 11.5 percent and the Orange County rate is 8.5 percent. According to the California Research Bureau, toward the end of calendar year 2008 Los Angeles, Riverside, and San Bernardino counties had the highest foreclosure rates in California. This trend is expected to continue into 2010.

Weekend Ridership

Metrolink weekend service carried a total of 27,347 Orange County riders during the third quarter of FY 2008-09, 9.5 percent above the same period last year, and 5.1 percent less than last quarter. Average daily ridership year over year on the OC Line is up 5.5 percent on Saturday and 20.1 percent on Sunday. Average Saturday ridership on the IEOC Line is up 1.4 percent over last year, while the IEOC Line Sunday ridership is up 23.2 percent. Average weekend ridership is shown in the table below.

Third Quarter	OC Line (Saturday)	OC Line (Sunday)	IEOC Line (Saturday)	IEOC Line (Sunday)	Total
FY 2007-08	729	496	448	230	1,902
FY 2008-09	769	595	454	283	2,101
<i>Percentage Change</i>	5.5%	20.1%	1.4%	23.2%	10.5%

OCTA and Metrolink staff undertook a coordinated effort to promote service to the Annual Swallows Day Parade in San Juan Capistrano on Saturday, March 21, 2009, doubling the OC Line ridership that Saturday.

Revenue

Passenger fare revenue covers roughly half of Metrolink operating expenses, with the remaining component covered by member agency subsidies. Of the five-member agencies, Orange County yields the highest fare recovery by route. In FY 2007-08, passenger fare revenues covered 49 percent of total operating expenses, and are estimated to cover approximately 45 percent of the operating expenses in FY 2008-09.

Total year-to-date (YTD) FY revenue is positive compared to the same period last year for all three lines serving Orange County. The third quarter revenue for the OC Line is up 1.3 percent and the 91 Line is up 1 percent compared to the same period last year; however, the IEOC Line revenues have decreased by 10.3 percent, following the drop in ridership this quarter. While revenue dropped on the IEOC Line this quarter, the total YTD revenue is holding strong

at an average of 7.7 percent despite the economic downturn. Revenue is displayed in the table below.

Third Quarter	OC Line	IEOC Line	91 Line	Total
FY 2007-08	\$ 3,791,562	\$ 1,684,649	\$ 1,041,226	\$ 6,517,437
FY 2008-09	\$ 3,842,526	\$ 1,511,773	\$ 1,051,324	\$ 6,405,623
<i>Percentage Change</i>	1.3%	-10.3%	1.0%	-1.7%

On-Time Performance

On-time performance is a central component of providing quality service. A Metrolink train is considered to be on time if it arrives within five minutes of the scheduled arrival at its end point. Trains can be delayed for a variety of reasons, including equipment issues, unscheduled delays (or “meets”) with other trains, delays from other operators on the tracks, construction or track maintenance, and incidents. Weekend on-time performance is typically lower due to the number of trains operating on weekends is less than those in service during the week, therefore, a few delays can have a larger impact to on-time performance percentages.

Weekday On-Time Performance

Percentage of Weekday Trains Arriving Within Five Minutes of Scheduled Time*			
Month	OC Line	IEOC Line	91 Line
January	94.0%	95.5%	95.8%
February	94.5%	94.4%	96.1%
March	95.5%	96.6%	98.5%

* System total is 94.2 percent, including the Antelope Valley, IEOC, OC, Riverside, San Bernardino, Ventura, and 91 lines.

Weekend On-Time Performance

Percentage of Weekend Trains Arriving Within Five Minutes of Scheduled Time*			
Month	OC Line	IEOC Line	91 Line
January	97.2%	97.8%	N/A
February	87.5%	87.5%	N/A
March	94.4%	97.7%	N/A

* System total is 95 percent, including the Antelope Valley, IEOC, OC, and San Bernardino lines.

Summary

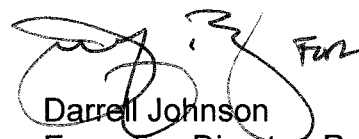
This report provides an update on OCTA commuter rail ridership, revenue, and on-time performance for the third quarter of FY 2008-09. Total average weekday ridership in Orange County is down 2 percent; however, the OC Line ridership is holding strong and showing growth on both weekdays and weekends. Weekday ridership losses on the IEOC and 91 lines continue to reflect economic conditions in the Inland Empire. Third quarter revenue is up compared to last year on the OC and 91 Lines, but is down on the IEOC Line. Average weekday on-time performance was slightly above the 95 percent goal and weekend was slightly below the goal.

Attachment

- A. Metrolink Ridership and Revenue

Prepared by:

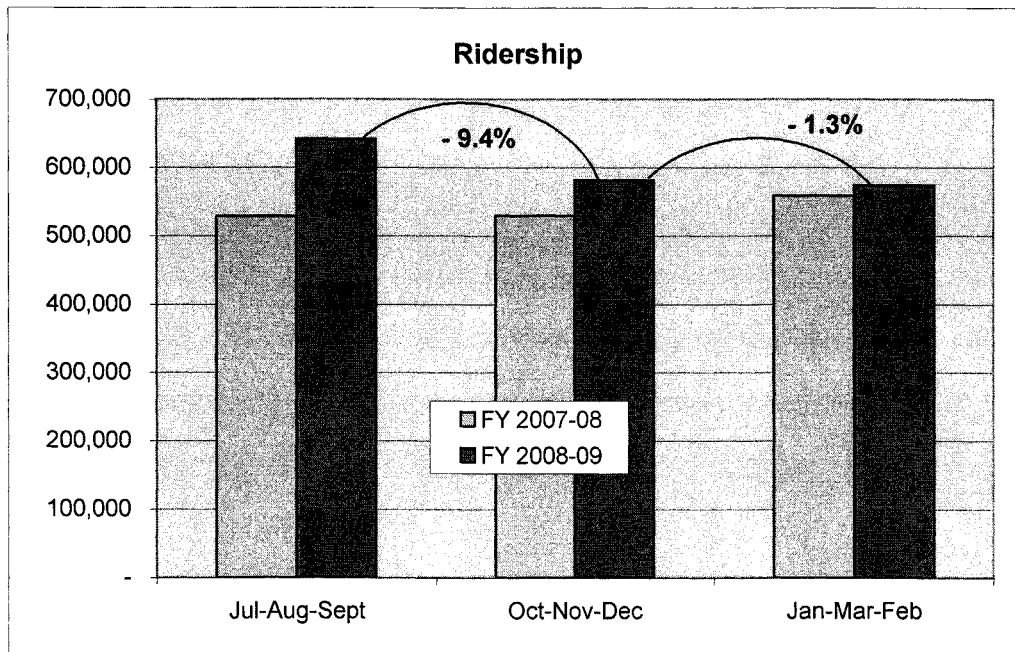
Megan Taylor
Transportation Analyst
(714) 560-5601

Approved by:

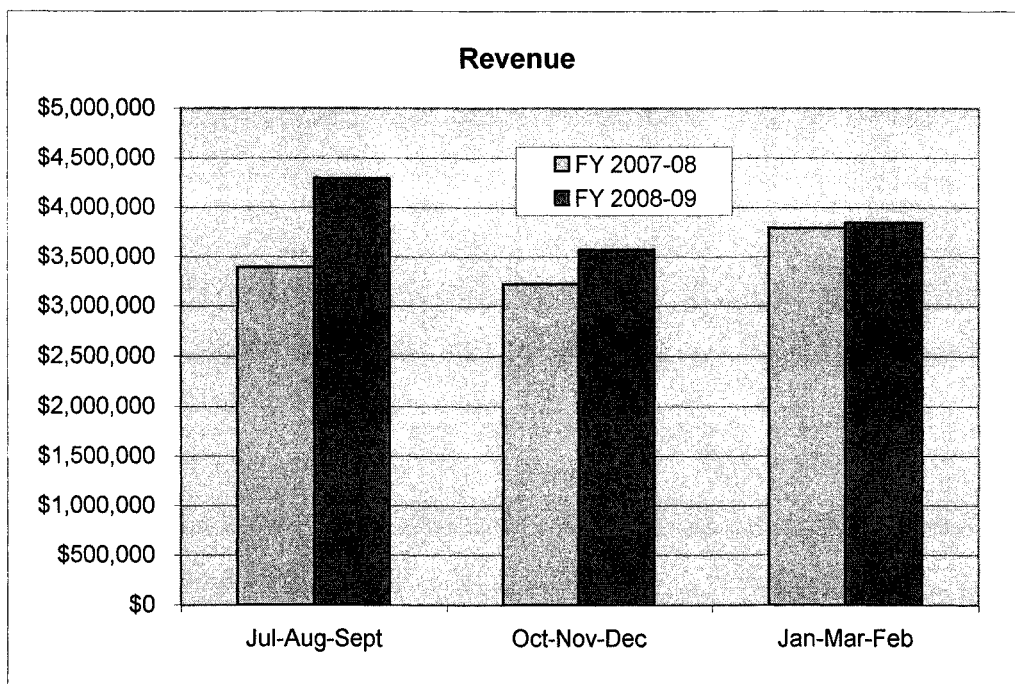
Darrell Johnson
Executive Director, Rail Programs
(714) 560-5343

Metrolink Ridership and Revenue

Orange County Line

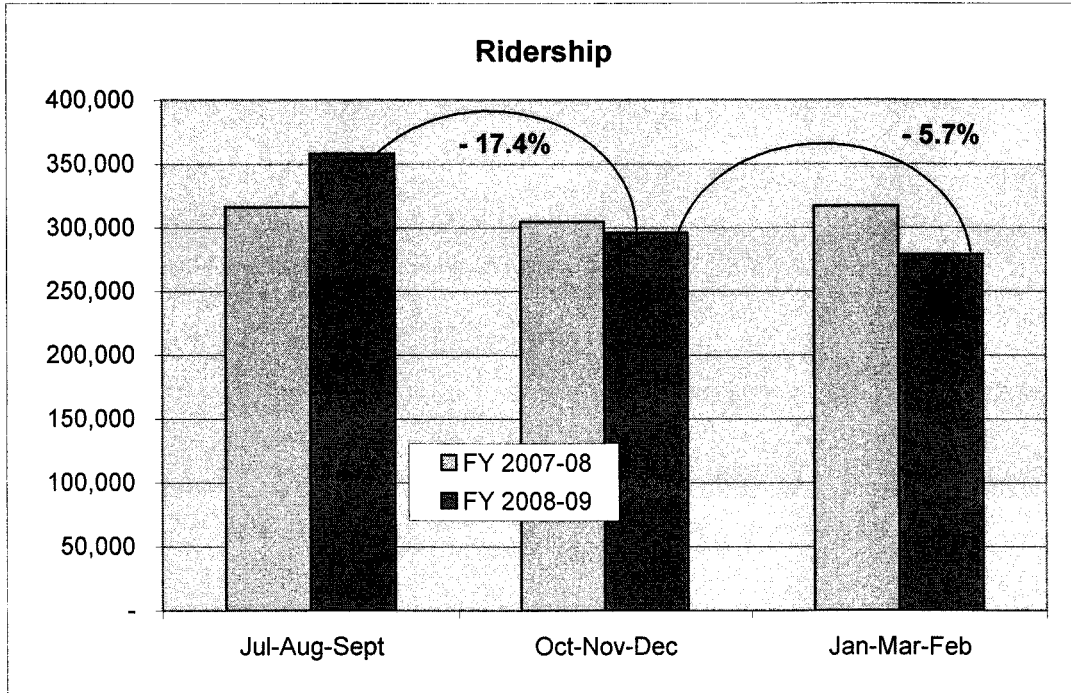


	Jul-Aug-Sept	Oct-Nov-Dec	Jan-Mar-Feb	Total YTD
FY 2007-08	528,367	529,405	558,837	1,616,609
FY 2008-09	641,469	581,201	573,611	1,796,281
% Variance	21.4%	9.8%	2.6%	11.1%

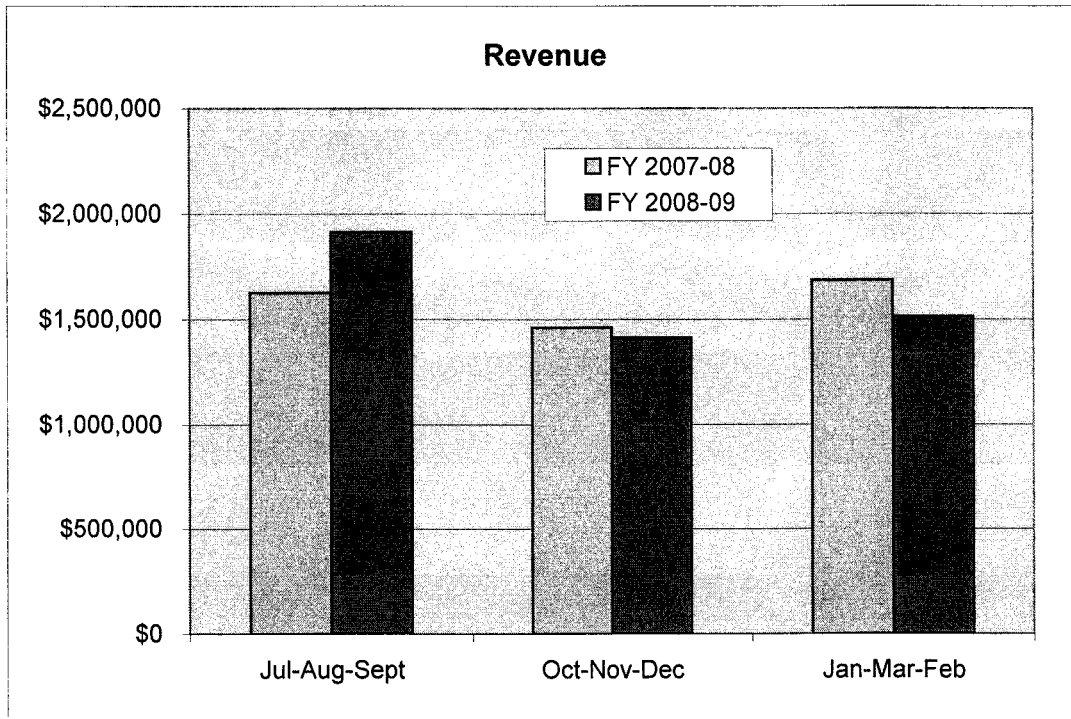


	Jul-Aug-Sept	Oct-Nov-Dec	Jan-Mar-Feb	Total YTD
FY 2007-08	\$3,394,176	\$3,224,158	\$3,791,562	\$10,409,896
FY 2008-09	\$4,290,672	\$3,569,783	\$3,842,526	\$11,702,981
% Variance	26.4%	10.7%	1.3%	12.4%

Inland Empire-Orange County Line

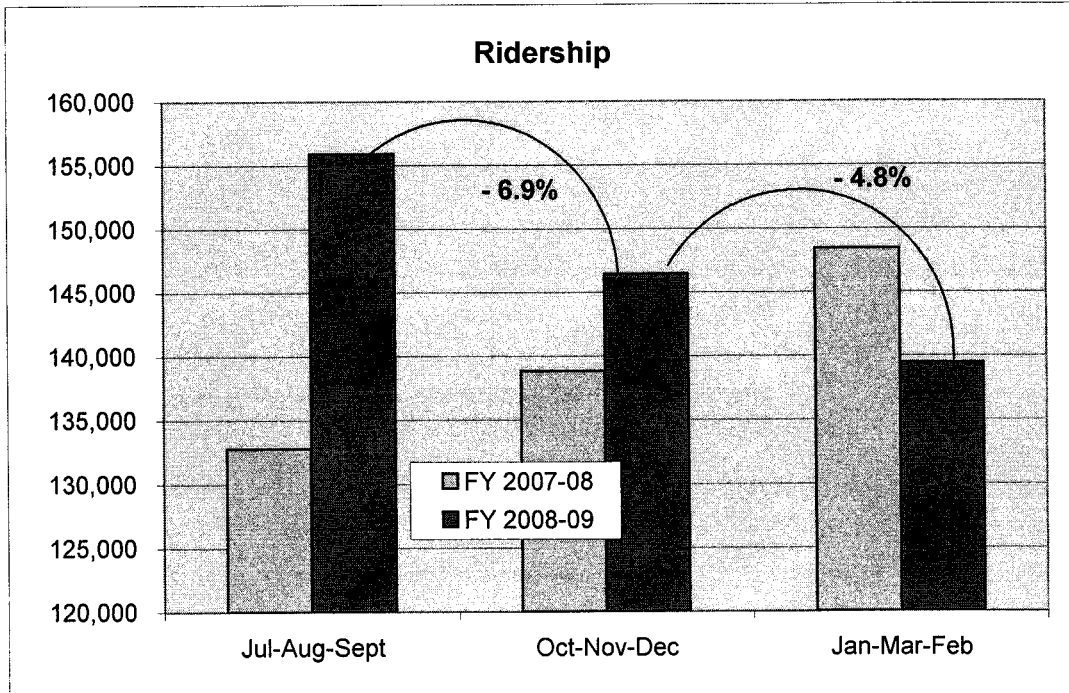


	Jul-Aug-Sept	Oct-Nov-Dec	Jan-Mar-Feb	Total YTD
FY 2007-08	316,044	304,596	317,084	937,724
FY 2008-09	358,011	295,784	278,910	932,705
% Variance	13.3%	-2.9%	-12.0%	-0.5%

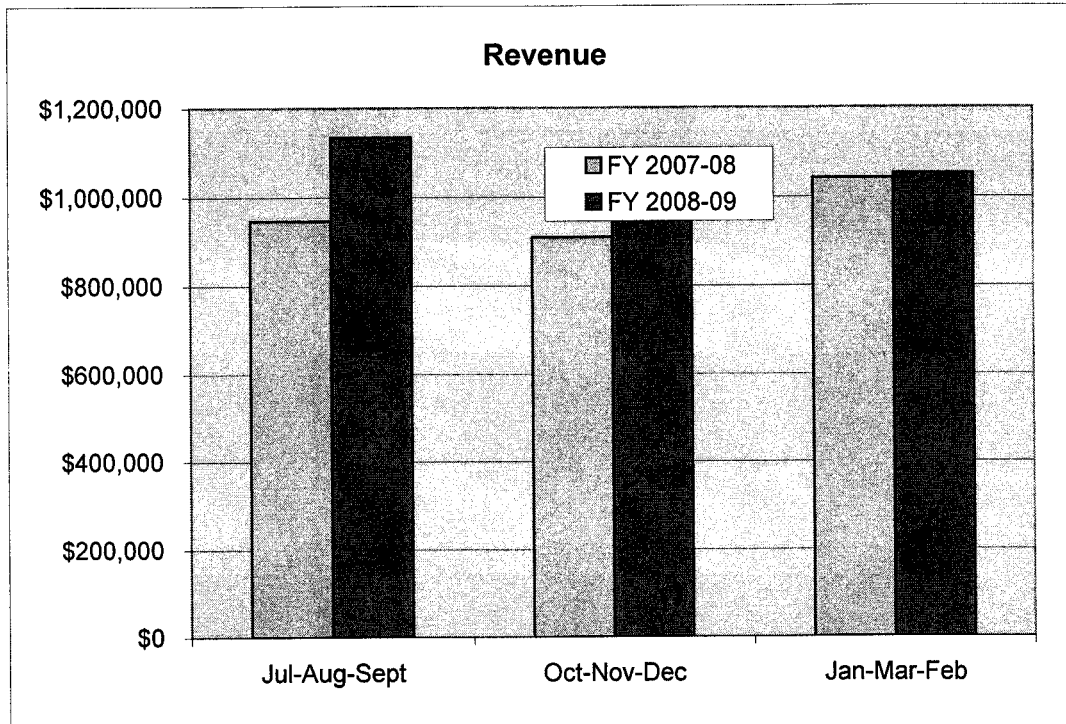


	Jul-Aug-Sept	Oct-Nov-Dec	Jan-Mar-Feb	Total YTD
FY 2007-08	\$1,625,069	\$1,460,003	\$1,684,649	\$4,769,721
FY 2008-09	\$1,913,564	\$1,412,682	\$1,511,773	\$4,838,019
% Variance	17.8%	-3.2%	-10.3%	1.4%

91 Line



	Jul-Aug-Sept	Oct-Nov-Dec	Jan-Mar-Feb	Total YTD
FY 2007-08	132,777	138,813	148,403	419,993
FY 2008-09	155,882	146,431	139,436	441,749
% Variance	17.4%	5.5%	-6.0%	5.2%



	Jul-Aug-Sept	Oct-Nov-Dec	Jan-Mar-Feb	Total YTD
FY 2007-08	\$946,181	\$909,020	\$1,041,226	\$2,896,427
FY 2008-09	\$1,134,269	\$977,551	\$1,051,324	\$3,163,144
% Variance	19.9%	7.5%	1.0%	9.2%

**POWERPOINT
PRESENTATION**

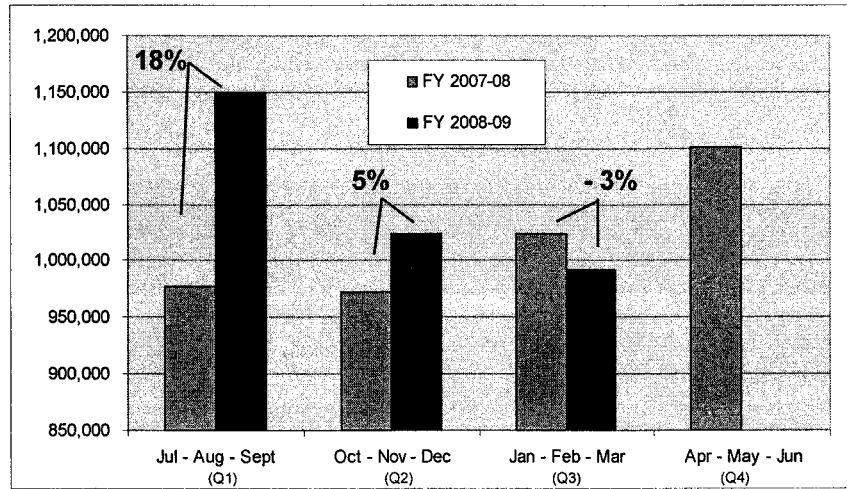


Metrolink Ridership and Revenue Quarterly Report

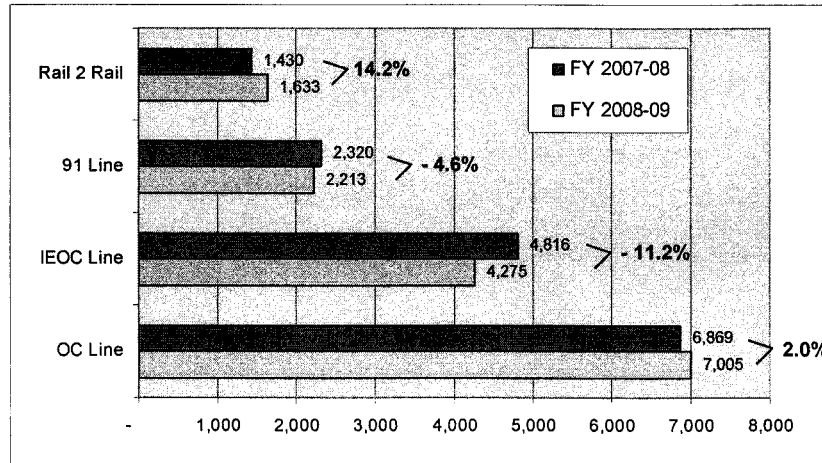


Transit Committee
June 11, 2009

Total Ridership

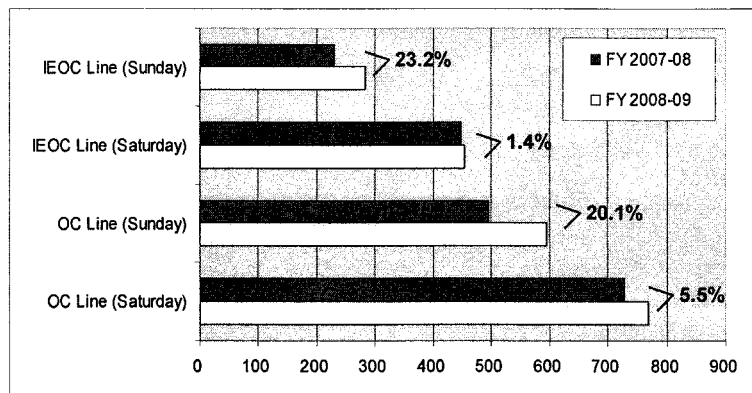


Average Weekday Ridership



3

Average Weekend Ridership



OC Line ridership doubled on March 21, 2009
Annual Swallows Day Parade

4

Revenue



Passenger fare revenues are estimated to cover 45% of FY 2008-09 operating budget

3rd Quarter	OC Line	IEOC Line	91 Line	Total
FY 2007-08	\$ 3,791,562	\$ 1,684,649	\$ 1,041,226	\$ 6,517,437
FY 2008-09	\$ 3,842,526	\$ 1,511,773	\$ 1,051,324	\$ 6,405,623
% Change	1.3%	-10.3%	1.0%	-1.7%

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On-Time Performance



- Weekday
 - OC Line – 94.7%
 - IEOC Line – 95.5%
 - 91 Line – 96.8%
 - Systemwide – 94.6%
- Weekend
 - OC Line – 93%
 - IEOC Line – 94.3%
 - Systemwide – 95.0%



6



MEMO

June 17, 2009


To: Members of the Board of Directors
From: ^{wk} 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.



June 18, 2009

To: Legislative and Communications Committee
From:  James S. Kenan, Interim Chief Executive Officer
Subject: Citizens Advisory Committee Update

Overview

The Orange County Transportation Authority's Citizens Advisory Committee has been meeting monthly for the past year. A summary of the Citizens Advisory Committee's activities and the appointment status are provided with this report.

Recommendations

- A. Receive and file the Citizens Advisory Committee status report.
- B. Adopt resolutions of appreciation 2009-32 through 2009-34 for members of the 2008-2009 Citizens Advisory Committee.

Background

In its role as the County transportation commission, the Public Utilities Code (PUC) 130105 requires the Orange County Transportation Authority (OCTA) to appoint a Citizens Advisory Committee (CAC) to provide input on the OCTA's transportation projects, programs, and services. The PUC states that the commission shall "appoint...a citizens advisory committee, which membership shall reflect a broad spectrum of interests and all geographic areas of the county."

The CAC is structured such that each OCTA Board Member appoints two citizens to serve on the CAC, creating a 34-member committee representing diverse interests and geographic areas of Orange County.

Discussion

The CAC has met monthly for the past year to review and provide input on a variety of OCTA programs and topics, including:

- Bus service reduction planning
- Bus fare adjustment and service changes
- State and federal legislative platforms
- Extension of Foothill-South (SR-241) Toll Road
- Transportation funding
- Economic stimulus program
- Go Local program
- Metrolink improvements (expansion, grade separations)
- Central County Corridor Major Investment Study
- Riverside Freeway (SR-91) implementation plan
- San Diego Freeway (I-405) improvements
- South Orange County Major Investment Study
- Regional 511 Integrated Voice Response system

CAC members have actively participated in committee discussions. Members' comments and suggestions have been of great value in helping shape OCTA's services and communications to be as responsive and user-friendly for the public as possible. The wide range of viewpoints and interests represented by the membership also provides OCTA with an added sounding board for prospective programs and initiatives. Director Greg Winterbottom regularly attends meetings, providing guidance and sharing his insights with the committee.

CAC input is communicated to the Board of Directors in a variety of ways. Members' feedback on different projects and initiatives is incorporated as programs develop, which is often noted in project staff reports. CAC input is also reflected in the Chief Executive Officer's Weekly Update. As direct appointees of the OCTA Board, CAC members are also encouraged to communicate directly with their appointing Board Member. Additionally, Director Winterbottom relays CAC feedback to the Board of Directors as appropriate. In addition, the CAC Chairman is invited to share the committee's activities and recommendations with the Board of Directors annually.

Two areas that the CAC has been very involved with over this past year is the Commuter Bikeways Strategic Plan (CBSP) and in understanding the impacts of needed bus service reductions. For the bikeways plan, the CAC formed an ad hoc bicycle committee and provided input to OCTA staff on Orange County's bikeways, which was recently approved by the OCTA Board of Directors. Most recently, the CAC played an instrumental role along with the Special Needs in Transit Advisory Committee in assisting OCTA staff to understand the effects of needed bus reductions as well as providing feedback on options to address this issue. The two committees met jointly on May 6, 2009, and on May 19, 2009. Based on input received through this joint effort,

OCTA staff was able to adjust presentations that were used in community meetings on this subject as well as provide more substantive comment on potential impacts bus service reductions will have on the public.

An outline of milestone efforts conducted by the CAC this past year include:

1. Provided suggestions on how to make Metrolink service more customer-friendly.
2. Provided comments on the bus fare adjustment.
3. Suggested improvements on customer communications for service changes.
4. Met jointly with the Special Needs in Transit Advisory Committee to provide input for bus service reduction plans.
5. Formed an ad hoc bicycle committee and provided input on the CBSP.

As noted above, in addition to the agenda items at regular monthly meetings, ad hoc committees can be formed to address long-range issues and projects. Over the last two years, a bicycle ad hoc committee met a dozen times to provide input to staff for the recently updated CBSP.

In July, several new CAC members will be seated and an election for committee chair and vice chair will take place. The committee will then work with staff to determine priorities for future involvement. The committee's ongoing responsibilities include:

- Commenting on significant transportation issues, suggesting possible solutions, and making recommendations to the OCTA Board of Directors.
- Identifying opportunities for community input.
- Recommending mechanisms and methodologies for obtaining public opinion on specific transportation issues.
- Serving as a public liaison for OCTA.

Terms of Service

CAC members serve staggered two-year terms from July through June, so every year each Board Member has one CAC member whose term expires. The opportunity to reappoint interested members for an additional term was presented to each OCTA Board Member along with resignations. All but two

CAC members interested in continuing were reappointed. Two new members have been appointed to fill expired terms and one vacancy exists. A 2009-2010 roster of CAC members is included as Attachment A.

To show OCTA's appreciation to members whose terms have expired, resolutions of appreciation have been prepared to thank them for their contributions over the past year. Resolutions of appreciation are included as Attachment B.

Summary

The OCTA CAC plays a vital role in OCTA's efforts to incorporate public feedback into the agency's transportation decision making process. CAC members have contributed substantially to the work of OCTA in the past year. Of the 34-member committee, two members are not continuing for another two-year term. To thank members who are not continuing on the committee, resolutions of appreciation have been prepared.

Attachments

- A. Citizens Advisory Committee Roster 2008-2009
- B. Resolutions of Appreciation

Prepared by:



Dave Simpson
Manager, Local Government Relations
(714) 560-5570

Approved by:



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

**Citizens Advisory Committee Roster
2009-2010**

Director	Appointment	Affiliation	Term (June)
First District			
Bill Dalton	TBD		2009
	Dennis Ellsworth	Lions Club, Boys and Girls Club	2010
Janet Nguyen			2009
	Gene Kirkham	Garden Grove Planning Commissioner	2010
Miguel Pulido	Brian Bist	Santa Ana Environmental and Transportation Committee	2009
	Gordon Bricken	Santa Ana Resident	2010
Second District			
Cathy Green	Barbara Mason	Boeing	2009
	Ralph Bauer	Council on Aging	2010
Allan Mansoor	Devin Dwyer	Huntington Beach City Council	2009
	Judith Berry	Orange County Taxpayers Association	2010
John Moorlach	David Mootchnik	Southern California Commuters Forum	2009
	Mark McCurdy	Fountain Valley Traffic and Housing Committees	2010
Third District			
Jerry Amante	<i>Lee Lowrey</i>	<i>Atlas PAC (appointment pending paperwork from Mr. Lowrey)</i>	2009
	James Hillquist	Society of Logistic Engineers	2010
Bill Campbell	Michael McNally	UC Irvine	2009
	Jack Mallinckrodt	Drivers for Highway Safety	2010
Carolyn Cavecche	Jeff Thompson	Tustin Planning Commission	2009
	Roy Shahbazian	Bus Rider, Transit Advocate of Orange County	2010
Fourth District			
Art Brown	Leonard Lahtinen	North Orange County Community College District Board of Trustees	2009
	Bob Niccum	Buena Park Library Board of Trustees	2010
Chris Norby	Vince Buck	Cal State Fullerton	2009
	Jane Reifer	Transit Advocates of Orange County	2010
Curt Pringle	Nahla Kayali	Anaheim Resident	2009
	Pat Pepper	Anaheim Budget Advisory Commission and Anaheim Hills Citizen Coalition	2010
Fifth District			
Pat Bates	Linda Lindholm	Laguna Niguel City Council	2009
	Derek McGregor	Trabuco Canyon Advisory Committee	2010
Richard Dixon	Neil Blais	Rancho Santa Margarita City Council	2009
	John Frankel	Architectural Review Committee	2010
Paul Glaab	John Tengdin	Engineering Consultant	2009
	Phil Bettencourt	Real Estate Development Partner	2010
Public Members			
Peter Buffa	Michael Brandman	Building Industry Association and Orange County Business Council	2009
	Hamid Bahadori	AAA of Southern California	2010
Greg Winterbottom	Lyle Overby	Building Industry Association	2009
	Sheldon Singer	Garden Grove Resident	2010

Jerry Margolin

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of Mr. Jerry Margolin to the Authority's public outreach process; and

WHEREAS, be it know that Mr. Margolin served on the Citizens Advisory Committee providing advice and recommendations to the Authority on reaching public consensus concerning Orange County transportation matters; and

WHEREAS, Mr. Margolin has assisted the Authority in identifying significant transportation issues and suggested possible solutions; and

WHEREAS, representing the residents of Orange County, Mr. Margolin provided a keen perception and understanding of transportation issues to his constituencies, and helped submit recommendations from those constituencies to the Authority regarding its programs and services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge the dedicated efforts of Mr. Margolin and his willingness to volunteer personal time to provide advice on public outreach activities and act as a liaison between the public and the Authority.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**

OCTA Resolution No. 2009-32

Robin Marcario

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of Ms. Robin Marcario to the Authority's public outreach process; and

WHEREAS, be it know that Ms. Marcario served on the Citizens Advisory Committee providing advice and recommendations to the Authority on reaching public consensus concerning Orange County transportation matters; and

WHEREAS, Ms. Marcario has assisted the Authority in identifying significant transportation issues and suggested possible solutions; and

WHEREAS, representing the residents of Orange County, Ms. Marcario provided a keen perception and understanding of transportation issues to his constituencies, and helped submit recommendations from those constituencies to the Authority regarding its programs and services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge the dedicated efforts of Ms. Marcario and her willingness to volunteer personal time to provide advice on public outreach activities and act as a liaison between the public and the Authority.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**

OCTA Resolution No. 2009-33

Jeff Thompson

WHEREAS, the Orange County Transportation Authority Board of Directors recognizes and commends the valuable contribution of the 2008-2009 Citizens' Advisory Committee Chairman, Mr. Jeff Thompson, to the Authority's public outreach process; and

WHEREAS, be it know that Mr. Thompson served on the Citizens Advisory Committee, volunteering his time as Chairman, providing exceptional leadership at the monthly committee meetings concerning Orange County transportation matters; and

WHEREAS, Mr. Thompson made outstanding contributions in assisting the Authority with identifying significant transportation issues and suggesting possible solutions over the course of the year; and

WHEREAS, in his leadership role on the Citizens Advisory Committee, Mr. Thompson facilitated the process for the committee members to provide input and recommendations to the Authority's staff and Board of Directors on a variety of transportation issues and projects.

NOW, THERFORE, BE IT RESOLVED that the Board of Directors does hereby acknowledge the dedicated efforts of Mr. Thompson and his willingness to volunteer personal time to provide direction and advice on public outreach activities and act as a liaison between the public and the Authority.

Dated: June 22, 2009

**Peter Buffa, Chairman
Orange County Transportation Authority**



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: Agreement for Call Box System Operations and Maintenance Services

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Authorize the Interim Chief Executive Officer to execute Agreement C-9-0173 between the Orange County Transportation Authority and Republic Intelligent Transportation Services, in an amount not to exceed \$1,600,000 for a five-year period, to operate and maintain the Orange County call box system.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Agreement for Call Box System Operations and Maintenance Services

Overview

On June 30, 2009, the contract for the call box system operations and maintenance services will expire. To ensure the continuity of operations, offers were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. The Orange County Transportation Authority Board of Directors is requested to award a contract.

Recommendation

Authorize the Interim Chief Executive Officer to execute Agreement C-9-0173 between the Orange County Transportation Authority and Republic Intelligent Transportation Services, in an amount not to exceed \$1,600,000 for a five-year period, to operate and maintain the Orange County call box system.

Discussion

In 1988, as a result of legislation that is now part of the Streets and Highways Code, the Orange County Transportation Commission was designated as Orange County's Service Authority for Freeway Emergencies (SAFE). The SAFE was created to install and operate call boxes along all major highways and public toll roads in Orange County. Along with the creation of SAFE, the operations and maintenance portion of the call boxes was contracted to an outside company, which provides all the services necessary for daily call box operation. These services include preventive maintenance, system operation, performance monitoring, and removals and reinstallations due to freeway construction. In 1991, the SAFE, along with several other entities, became part of the Orange County Transportation Authority (OCTA). The SAFE is a partnership between the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), and OCTA that provides the motoring

public a communication line for assistance when their vehicles are disabled along the freeways or toll roads.

With the Board-approved reduction of call boxes in the near future, it is important that this contract is scaled to the number of call boxes in service. Therefore, this contract allows for reduced numbers of call boxes by pricing services on a "per-call-box" basis. The contract not-to-exceed amount is based on the current number of call boxes in service; if there are fewer call boxes during the five-year term, the eventual amount actually expended under the contract will be less.

Procurement Approach

The procurement for the call box system operations and maintenance services was conducted and managed in accordance with the OCTA's procedures for professional and technical services. On March 10, 2009, OCTA issued Request for Proposals (RFP) No. 9-0173 for Call Box System Operations and Maintenance Services. The notice for this project was electronically sent to 1,126 firms registered on CAMM NET, and was advertised in a newspaper of general circulation on March 10, 2009 and March 17, 2009. A pre-proposal meeting was held on March 18, 2009, and was attended by four firms. Two addenda were issued in response to written questions from firms and for clarification.

On April 6, 2009, two proposals were received from CASE Systems Inc. and Republic ITS. An evaluation committee comprised of OCTA staff from Motorist Services, Customer Relations, Financial Planning and Analysis, and Contracts Administration and Materials Management, as well as one evaluator from the Bay Area Metropolitan Transportation Commission met to review the proposals submitted. The proposals were evaluated based on the following criteria which was approved by the Board of Directors on March 9, 2009:

- Qualifications of the Firm 30 percent
- Staffing and Project Organization 25 percent
- Work Plan 25 percent
- Cost and Price 20 percent

The weighing deviated from the 25 percent norm for each criterion. The call box system includes solar-powered cellular telephones and are equipped with teletypewriter (TTY) capabilities for the hearing impaired. As the service to be provided is so unique, the weigh for qualifications of the firm is higher. Staffing and project organization and work plan remained at the 25 percent norm.

The contract is time and expense and will be for a five-year term effective July 1, 2009 through June 30, 2014, with a not to exceed amount of \$1,600,000.

On April 20, 2009, the evaluation committee conducted interviews with two firms that submitted a proposal. They are listed in alphabetical order:

Firm and Location

CASE Systems Inc.
Irvine, California

Republic ITS
Novato, California

Based on evaluation of the proposals, the evaluation committee recommends Republic ITS (Republic) for consideration of an award.

Qualifications of the Firm

Both of the firms that submitted proposals are qualified and financially stable. Republic electrical engineering firm was founded in 1991. While Republic is fairly new to the call box industry, the firm is fully qualified to provide call box maintenance and inspection services. They have provided this service for Capitol Valley Regional Safe (CVRS), Sacramento, California, since 2006 for a five-year term.

CASE Systems Inc. (formerly Comarco Wireless Technologies) currently provides this service for the OCTA. The firm's core business is call box systems. The vendor performance evaluation submitted by OCTA's project manager indicated a good overall evaluation.

Staffing and Project Organization

Republic has proposed a dedicated project manager to OCTA in addition to at least 12 technicians in its Anaheim location which will be assigned to work on the OCTA call boxes. The proposed technicians have longstanding experience in roadside work, performing call box certification, maintenance, upgrades, and installation services. Each of the technicians will have handheld Personnel Digital Assistant's (PDA) for immediate access to information and communication.

CASE Systems Inc. (CASE) proposed a project manager as well as two staff members to support OCTA on the call box system. These two staff members have been performing the services for OCTA and have performed well; however, they are not dedicated solely to OCTA. The two staff members will have cellular phones for immediate access to information and communication.

Work Plan

During the interview each firm was requested to demonstrate the database maintenance system that it is proposing. Republic's proposed work plan was detailed and provided an in-depth and thorough understanding of the requirements of the call box system. The demonstration of its database maintenance system clearly showed the firm's ability to meet or exceed all aspects of the service requirements. Republic created its database maintenance system in-house. This system will provide the necessary information, report, and tracking as required. This maintenance system will provide OCTA with a means to access up-to-date information about the call box system and allow OCTA staff to track the progress of Republic's maintenance and repair activities. Republic has their own information technology department available 24 hours per day, seven days per week to support and maintain this proprietary software.

CASE proposed a detailed work plan. As the incumbent, their performance has been good. CASE has a database maintenance system which provides all the necessary information; however, it is not accessible to OCTA's project manager. While CASE has the rights to use this database maintenance system, they are currently negotiating for the actual ownership of the database maintenance system from the previous owner, Comarco Wireless Technologies. As a result, CASE cannot readily make necessary corrections, changes, and enhancements to this database maintenance system.

Cost and Price

Republic's price was the lower of the two proposals that were submitted. The pricing is fair and reasonable and within budget.

Based on the evaluation of the written proposals, the qualifications of each firm, and the information obtained from interviews, it is recommended that Republic ITS be selected for contract award.

Fiscal Impact

This project is pending approval in the Authority's Fiscal Year 2009-2010 Budget, Executive Office Division, Motorist Services Department, Account 0013-7612-S1001-ASM, and is funded through Service Authority for Freeway Emergencies.

Summary

Based on the information provided, staff recommends award of Agreement C-9-0173 to Republic ITS, in the amount not to exceed \$1,600,000, for a five-year period.

Attachments

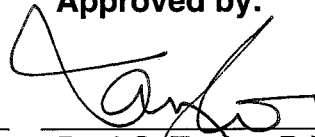
- A. Call Box System Operations and Maintenance Services Review of Proposals – RFP 9-0173
- B. Proposal Evaluation Criteria Matrix RFP 9-0173 - Call Box System Operations and Maintenance Services
- C. Contract History for the Past Two Years – RFP 9-0173 - Call Box System Operations and Maintenance Services

prepared by:

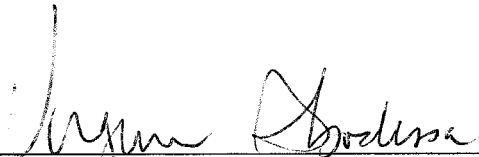


Iain C. Fairweather
Manager Motorist Services
(714) 560-5858

Approved by:



Paul C. Taylor, P.E.
Deputy Chief Executive Officer,
(714) 560-5431



Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

CALL BOX SYSTEM OPERATIONS AND MAINTENANCE SERVICES

Review of Proposals- RFP 9-0173

Presented to Transit Committee - 5/28/09

2 proposals were received, 2 firms were short-listed

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	PRICE
1	87	Republic ITS Novato, CA	None	Highest rated firm Extensive public entity experience Well written proposal Very good interview Excellent maintenance system - accessible tracking at all times Qualified staff Lowest price	<u>Firm Fixed Rate</u> per call box per month: \$30.00 <u>Time and Expense Labor Rate</u> \$80.00 per hour
2	80	CASE Systems Inc. Irvine, CA	PAR Enterprises Santa Maria, CA	Incumbent Very experienced with call box system Good proposal and interview Database maintenance system not currently available to OCTA Project Manager as required Higher price	<u>Firm Fixed Rate</u> per call box per month: \$48.00 <u>Time and Expense Labor Rate</u> \$93.24 per hour

Evaluation Panel:

Contracts Administration and
Materials Management
Motorist Services
Customer Relations
Financial Planning & Analysis
Bay Area MTC,
SAFE Program Manager

Evaluation Criteria

Qualifications of Firm
Staffing and Project Organization
Work Plan
Cost and Price

Weight Factors

30%
25%
25%
20%

**CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 9-0173 - CALL BOX SYSTEM OPERATIONS AND MAINTENANCE SERVICES**

Firm - Prime Only	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
CASE Systems Inc.	C-4-1176	Call Box Maintenance Services	5/23/2005	6/30/2009	\$3,000,000
Sub Total					\$3,000,000
Republic ITS	None				
Sub Total					\$0



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority to participate in the 511 Motorist Aid and Traveler Information System and to develop an Interactive Voice Response System

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.

Director Nguyen was not present to vote on this item.

Committee Recommendations


- A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0434 between the Orange County Transportation Authority and the Los Angeles County Metropolitan Transportation Authority to participate in the regional 511 Motorist Aid and Traveler Information System.

- B. Authorize the Interim Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement No. C-9-0434 with the Los Angeles County Metropolitan Transportation Authority, in an amount not to exceed \$667,800, for the development, operations, and maintenance of an Interactive Voice Response System for the 511 Motorist Aid and Traveler Information System for a nine-year period through February 28, 2018.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority to participate in the 511 Motorist Aid and Traveler Information System and to develop an Interactive Voice Response System.

Overview

The Orange County Transportation Authority is working with the Los Angeles County Metropolitan Transportation Authority to implement a region wide 511 Motorist Aid and Traveler Information System.

Recommendations

- A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0434 between the Orange County Transportation Authority and the Los Angeles County Metropolitan Transportation Authority to participate in the regional 511 Motorist Aid and Traveler Information System.
- B. Authorize the Interim Chief Executive Officer to execute Amendment No. 1 to Cooperative Agreement No. C-9-0434 with the Los Angeles County Metropolitan Transportation Authority, in an amount not to exceed \$667,800, for the development, operations, and maintenance of an Interactive Voice Response System for the 511 Motorist Aid and Traveler Information System for a nine-year period through February 28, 2018.

Background

In 1999, the United States Department of Transportation petitioned the Federal Communications Commission (FCC) to designate a nationwide three-digit telephone number for traveler information. At the time, there were over 300 different telephone numbers providing some sort of highway or public transportation-related information to the public. On July 21, 2000, the FCC designated 511 as the national travel information number. The FCC ruling

Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority to participate in the 511 Motorist Aid and Traveler Information System and to develop an Interactive Voice Response System. **Page 2**

leaves nearly all of the implementation issues to the states and local agencies. The ruling did not have a federal mandate regarding how the national system was to be paid for. That would also be left to the states and local agencies. Currently, according to the 511 Deployment Coalition, there are 45 systems in 35 states and two provinces, available to over 150 million people.

In August 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act-A Legacy for Users, was signed into law. Section 5306 requires that by 2010, a national traffic information system be established that includes a "user friendly" telephone service as well as a comprehensive website.

Discussion

Working through Los Angeles County Metropolitan Transportation Authority (METRO), the 511 Motorist Aid and Travelers' Information System (MATIS) regional partners, including Orange County Transportation Authority (OCTA), developed a scope of work and engaged firms to develop, deploy, operate, and maintain the MATIS system. This cooperative agreement with METRO is for a nine year period to match the time period that METRO has with its contractor who is providing the MATIS system. MATIS will operate through an interactive voice response (IVR) telephone system (English and Spanish) and a web portal capable of providing a variety of traveler information and service to the public. MATIS will provide:

The following list below is scheduled as baseline features:

- Traffic speed, congestion, and incident information
- Roadwork advisories
- Bus trip planner and information
- Rail trip planner and information
- Carpool and ride matching information
- Park-and-ride information
- Airport Information (website only)

The following list below is scheduled as near-term features:

- Alternative routing
- Non-emergency roadside assistance (mobile call box)
- Airport information interactive voice response telephone system
- Real time passenger information

Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority to participate in the 511 Motorist Aid and Traveler Information System and to develop an Interactive Voice Response System. *Page 3*

The first four elements listed above will offer drivers information to help them avoid congestion and travel more efficiently. The traffic speed, congestion, incident, roadwork, elements will be primarily based on detection data provided by California Department of Transportation and other information provided by the California Highway Patrol. The non-emergency number for roadside assistance will provide a link to providers of non-emergency services without the use of the 911 emergency number. As more drivers have personal cellular phones, the number of calls to 911 has increased, putting a large burden on that system. Non-emergency calls to 911 include drivers reporting disabled vehicles, seeking information, reporting non-critical roadway situations, and other matters. The MATIS system will offer callers a specific non-emergency phone-in capability for reporting such things. The real time passenger information is also an element of the near-term enhancements for the MATIS system as long as the infrastructure for this capability is available on the OCTA bus system.

To date OCTA has been involved with the MATIS steering committee on the development and requirements for the overall MATIS program along with the development of the specific OCTA elements. However, no funding has been allocated to this project with the exception of staff time. If the Board of Directors approves this request, the funding for this program will be paid for by the Service Authority for Freeway Emergencies (SAFE).

Additionally with the implementation of the MATIS IVR systems it is anticipated that the Customer Information Center decrease, with approximately 10 percent of the call diverted to the IVR system, this represents 82,000 calls annually, 41,000 calls for a six-month period – a savings of \$163,000 annually and \$81,500 for the six-month period January through June 2010.

The timeline for the MATIS and the IVR project, administered through METRO, is as follows:

- Late 2009 - Start-up baseline MATIS and English IVR begins
- Mid 2010 - Spanish IVR system
- Late 2010 - Near-term enhancements
- Mid 2011 – Long-term enhancements

METRO has requested a uniformed cooperative agreement with the following county agencies OCTA, Riverside County Transportation Commission (RCTC), San Bernardino Associated Governments (SANBAG), and Ventura; however OCTA is also interested in the implementation of an IVR system as an

Cooperative Agreement with Los Angeles County Metropolitan Transportation Authority to participate in the 511 Motorist Aid and Traveler Information System and to develop an Interactive Voice Response System. *Page 4*

enhancement from the baseline 511 MATIS system. This IVR enhancement is more cost effective at this time rather than at a later time as METRO is also implementing their IVR system and the concurrent system will be a cost savings instead of separate development.

However on April 15, 2009, SANBAG and RCTC officially withdrew from the regional 511 program in order to implement an Inland Empire 511 system. SANBAG and RCTC cited the following reasons for their decision:

- Total control over the content, reliability and quality
- The ability to leverage existing products and partnerships
- The ability to make program enhancements when needed
- The guarantee of a functional trip planner on program launch
- Multimodal trip planning on website
- The anticipated lower cost

Fiscal Impact

This project was approved in OCTA's Fiscal Year 2008-09 Budget, Executive Office Division, Motorist Services Department, Account 0013-7519-S1001-AQF, and is funded through SAFE.

Summary

Based on the information provided, staff recommends entering into Cooperative Agreement No. C-9-0434 with METRO for the implementation of the 511 MATIS program and to execute Amendment No. 1 to Cooperative Agreement No. C-9-0434, in an amount not to exceed \$667,800, for the development, operations, and maintenance of an interactive voice response system for the 511 MATIS through February 28, 2018.

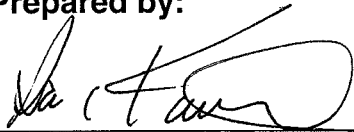
**Cooperative Agreement with Los Angeles County
Metropolitan Transportation Authority to participate in the 511
Motorist Aid and Traveler Information System and to develop
an Interactive Voice Response System.**

Page 5

Attachments

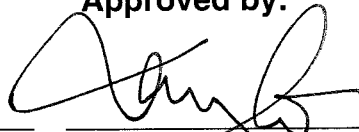
- A. Draft Cooperative Agreement No. C-9-0434
- B. Draft Amendment No. 1 to Cooperative Agreement No. C-9-0434

Prepared by:



Iain C. Fairweather
Manager Motorist Services
(714) 560-5858

Approved by:



Paul C. Taylor, P.E.
Deputy Chief Executive Officer
(714) 560-5431



Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

Interagency Agreement
Between
The Los Angeles County Service Authority for Freeway Emergencies
And
The Orange County Transportation Authority
In Support Of
The Southern California Regional 511 Traveler Information System/Program

AGREEMENT NO. 09SAFE019

This AGREEMENT is made and entered into on this the XX day of XXXXX, 2009 by and between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) and the Orange County Transportation Authority (OCTA):

RECITALS

WHEREAS, 511 has been designated by the Federal Communications Commission (FCC) as the national traveler information number; and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) set September 30, 2010 as a target date for the nationwide deployment of an interoperable 511 telephone system accompanied by a companion 511 website; and

WHEREAS, LA SAFE shall develop, deploy, operate, maintain and manage the multi-modal Southern California 511 system (SoCal 511), prior to the September 30, 2010 SAFETEA-LU target date, that is capable of supporting both phone and web based traveler information services for the greater Southern California region, including Orange County; and

WHEREAS, OCTA is interested in providing a 511 traveler information system for Orange County residents and patrons; and has determined that working with LA SAFE in development and deployment of a 511 traveler information system in both Los Angeles and Orange Counties will provide substantial savings with improved efficiencies for both counties; and

WHEREAS, both LA SAFE and OCTA recognize the value of providing and supporting a multi-county regional 511 system;

NOW THEREFORE, the parties to this AGREEMENT agree as follows:

1.0 INTENT

The intent of this AGREEMENT is to define and set forth the relationship between LA SAFE and OCTA as it relates to the use, operation, management and improvement/enhancement of SoCal 511. This AGREEMENT shall enable OCTA to connect to and use the SoCal 511 program and services to provide traveler information to residents and travelers within Orange County.

2.0 PERIOD OF PERFORMANCE

This AGREEMENT shall become effective on XX, XXX, 2009 and shall remain in effect until February 28, 2018 unless amended or terminated per the terms and conditions contained in this AGREEMENT.

3.0 SERVICES

Pursuant to the terms and conditions of this AGREEMENT, LA SAFE shall provide OCTA with traveler information services via the SoCal 511 program. SoCal 511 shall provide voice and web-based information regarding traffic, transit, commuter services and other related traveler information to residents and travelers of both county regions. SoCal 511 shall be developed and operated pursuant to the terms and conditions of LA SAFE Contract No. 06SAFE035 ("Contract"). The information services that will be provided by SoCal 511 are identified herein in Exhibit A – LA SAFE Contract No. 06SAFE035.

Should OCTA desire to obtain any additional services beyond those identified in the Contract or if there is a need to modify the delivery of the services or information specifically for OCTA, then OCTA shall give notice to LA SAFE to open discussions for possible modifications to SoCal 511. Any agreement between the parties for new or modified SoCal 511 services shall be set forth in writing signed by both parties and incorporated as an amendment to this AGREEMENT prior to formally modifying SoCal 511 services.

4.0 LA SAFE RESPONSIBILITIES

LA SAFE will be responsible for the overall development, deployment, operation, maintenance, administration, management, planning and funding of the SoCal 511 program and system. Specific responsibilities shall include but, are not limited to:

- Program management and administration;
- Program systems management;
- Program operations and maintenance;
- Contract administration and management;
- Program and systems development and enhancements;
- Strategic planning and implementation;
- Funding;
- Intra-regional systems interoperability;
- Program communications coordination;
- Regional marketing;
- Regional coordination; and
- Statewide and national coordination

5.0 OCTA RESPONSIBILITIES

OCTA is responsible for coordinating, managing and representing Orange County in the development, deployment, operation and management of the SoCal 511 program that specifically relates to Orange County, its area of responsibility. Specifically, OCTA is responsible for:

- Coordinating with Orange County agencies, municipalities, and interested parties in the development and use of SoCal 511;
- OCTA approved marketing, outreach and communications efforts within Orange County in support of SoCal 511;
- Facilitating the discussion of SoCal 511 for and within Orange County;
- Identifying and describing to LA SAFE any OCTA desired enhancements to SoCal 511;
- Support and participation in the overall development, operation and management of SoCal 511 for Orange County; and
- Funding for enhancement specific to Orange County and/or other costs agreed upon in advance by both agencies and amended into this AGREEMENT.

6.0 JOINT RESPONSIBILITIES

LA SAFE and OCTA agree to collective and cooperative efforts in support of SoCal 511. Such efforts include, but are not limited to:

- Promoting and improving traveler mobility throughout the regions thru the use of SoCal 511;
- Collaborating on joint funding opportunities;
- Coordinating regional SoCal 511 marketing and outreach activities.

7.0 KEY PERSONNEL

For purposes of this AGREEMENT the key personnel or Program Managers for both parties are identified as follows:

LA SAFE

Ken Coleman
Motorist Services Program Manager
One Gateway Plaza, MS 99-11-3
Los Angeles, CA 90012
Phone: (213) 922-2951
Email: colemank@metro.net

OCTA

Iain Fairweather
Motorist Services Program Manager
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5858
Email: ifairweather@octa.net

8.0 FUNDING

LA SAFE assumes primary responsibility for the funding of the development and operation of SoCal 511. All costs associated with the development and deployment of the baseline SoCal 511, as defined in Contract No. 06SAFE035, shall be fully borne by LA SAFE.

Any funding to be provided by OCTA in support of SoCal 511 shall be limited to actions that are directly related to the operational use, enhancement or expansion of SoCal 511 for Orange County.

Funding by OCTA of any SoCal 511 services shall be amended into this AGREEMENT before OCTA incurs any costs associated with SoCal 511. Such amendments shall specifically identify the types of costs to be incurred and paid by OCTA, services to be received related to those costs, and the specific methodology for assigning such costs to OCTA. Use of any OCTA funds in support of SoCal 511 shall be restricted pursuant to the adopted amendments, and shall be subject to the audit provisions of this AGREEMENT.

9.0 PAYMENT

LA SAFE shall submit quarterly invoices in arrears for any services for which OCTA agreed to provide funding support. All quarterly invoices shall be provided with sufficient documentation to allow OCTA to verify that such costs have been assigned to OCTA in keeping with the specific cost-assignment methodology or methodologies set forth in any amendments to this AGREEMENT. Payment terms shall be as delineated in the adopted amendment.

10.0 TERMINATION

Either party hereunder may terminate this AGREEMENT within 90 days of written notice. In the event OCTA gives notice to terminate this AGREEMENT, OCTA shall remain liable for any outstanding costs incurred by LA SAFE in providing services to OCTA under the terms and conditions of this AGREEMENT, up and until the written notice of termination. Both parties agree to jointly develop a termination plan that addresses all relevant issues prior to the termination of this AGREEMENT.

LA SAFE and OCTA agree that if at any date in the future, OCTA, at its sole discretion, elects to no longer be a party to the 511 program, LA SAFE shall release the six toll-free numbers specific to OCTA, and any costs that may occur as a result of this change will be born solely by the OCTA, with no further costs or fees to be charged to LA SAFE.

11.0 INDEMNIFICATION

Neither LA SAFE nor any of its directors, officers, agents, or employees shall be responsible for any damage or liability occurring solely by reason of anything done or omitted to be done by OCTA under or in connection with any work, authority, or jurisdiction performed by OCTA under this AGREEMENT. Pursuant to Government Code Section 895.4, OCTA shall fully indemnify and hold LA SAFE harmless from any liability imposed for injury (as defined by Government Code 810.8) occurring solely by reason of anything done or omitted to be done by OCTA under or in connection with any work, authority, or jurisdiction performed by OCTA under this AGREEMENT and for which OCTA would otherwise be liable.

Neither OCTA nor any of its directors, officers, agents, or employees shall be responsible for any damage or liability occurring solely by reason of anything done or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT. Pursuant to Government Code Section 895.4, LA SAFE shall fully indemnify and hold OCTA harmless from any liability imposed for injury (as defined by Government Code 810.8) occurring solely by reason of anything done or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT and for which LA SAFE would otherwise be liable.

Nothing in this AGREEMENT shall be construed to create any duty towards, or any rights in, any third party that is not a party to this AGREEMENT; and neither this AGREEMENT nor any of the provisions hereof shall create or enlarge any obligation of either party imposed by law, as the same may now be imposed or limited or may be imposed or limited hereafter.

12.0 AMENDMENTS

This AGREEMENT may only be amended by mutual written consent of the parties hereto. This AGREEMENT shall not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties.

13.0 AUDIT

Subject to the limitation of this AGREEMENT and the services provided herein, OCTA shall have the right to examine and audit the specific SoCal 511 services provided to OCTA by LA SAFE. Any examination and audit shall be confined to those matters connected with SoCal 511 services provided on behalf of OCTA for which OCTA has provided financial compensation, funding and/or other in-kind

contributions which have been recognized and accepted in advance through a written amendment by LA SAFE.

14.0 ENTIRE AGREEMENT

This AGREEMENT and any attachments or documents incorporated herein by inclusion or reference constitutes the complete and entire agreement between LA SAFE and OCTA and supersedes any prior representations, understandings, communications, commitments, permits, agreements, or proposals, whether in oral or written form.

15.0 MISCELLANEOUS

This AGREEMENT shall be governed by California Law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16.0 DISPUTES

The parties hereby agree that should a dispute arise regarding the provision of any service described herein or with regard to any term or condition of this AGREEMENT, the parties will in good faith, utilize an alternative dispute resolution process (ADR) such as mediation or arbitration, to try and resolve the dispute prior to the filing of any legal action in a court of competent jurisdiction.

17.0 SUCCESSORS AND ASSIGNS

The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

18.0 ASSIGNMENT

Neither party shall assign this AGREEMENT or any of such party's interest, rights or obligations under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld

19.0 COUNTERPARTS

This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20.0 TIME OF ESSENCE

Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
SERVICE AUTHORITY
FOR FREEWAY EMERGENCIES

ORANGE COUNTY
TRANSPORTATION AUTHORITY

ARTHUR T. LEAHY
CHIEF EXECUTIVE OFFICER

JAMES S. KENAN
INTERIM CHIEF EXECUTIVE OFFICER

PAUL C. TAYLOR
Deputy CEO

Approved as to Form:
ROBERT E. KALUNIAN
Acting County Counsel

Approved as to Form:
KENNARD R. SMART, JR.
General Counsel

Deputy

Deputy

EXHIBIT A
TO COOPERATIVE AGREEMENT NO. C-9-0434

CONTRACT NO. 06SAFE035

MOTORIST AID AND TRAVELER INFORMATION SYSTEM (MATIS)

IS AVAILABLE ON THE OCTA WEBSITE (www.OCTA.net)

AND AVAILABLE UPON REQUEST

FROM THE CLERK OF THE BOARD'S OFFICE

CONTRACT NO. 06SAFE035

MOTORIST AID AND TRAVELER INFORMATION SYSTEM (MATIS)

by and between



**LOS ANGELES COUNTY
SERVICE AUTHORITY
FOR
FREEWAY EMERGENCIES (LA SAFE)**

And

**IBI Group
Suite 110
18401 Von Karman Avenue
Irvine, CA 92612**



**LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONTRACT NO. 06SAFE035
MOTORIST AID AND TRAVELER INFORMATION SYSTEM (MATIS)**

1.0 CONTRACT DESCRIPTION

This firm fixed price, indefinite quantity, non-exclusive Contract is effective March 1, 2008, and is by and between Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) and IBI Group (Contractor), for the development, deployment, operation and maintenance of a Motorist Aid and Traveler Information System (MATIS). LA SAFE expressly reserves the right to contract for performance of the Work described herein through other Contractors.

2.0 PERIOD OF PERFORMANCE AND OPTIONS

The base Contract period of performance is 6 years, from approximately March 1, 2008 through February 28, 2014. The Contract also contains 2 two-year options, for a total potential Contract period of 10 years. LA SAFE reserves the right to unilaterally exercise the two options by providing written notice to Contractor within 60 days of the expiration of the Period of Performance. The options shall have the same terms and conditions as the Contract.

3.0 INTERPRETATION

A. Definitions. The following terms used in this Contract are defined below:

“**Contractor**” means IBI Group (the person, firm, or corporation supplying the Work under the Contract).

“**LA SAFE Officer**” includes LA SAFE Board Members and any individual authorized to act for LA SAFE.

“**Amendment**” means any written change in the terms of a contract issued by LA SAFE – may be bilateral or unilateral.

“**Work**” means:

- The goods, Equipment and materials, and all productive/operative efforts and services provided to generate the results specified, indicated or implied in the Contract including all technical and professional services to complete the project described in the Statement of Work; may also refer to work in progress.
- The actual products and results specified, indicated, or implied in the Contract, including all required Documentation;
- Where the product is the manufacture, construction or furnishing of Equipment, the delivery of the fully functional product, including all required documentation, in accordance with the Contract;
- All Schedules and Work plans;

- All Goods Furnished and used to complete the Equipment and Work described in the Contract.
- Work in progress, including without limitation the Contractor's calculations, supporting materials, data, and information concerning the Work and other documentation, including computer programs and printouts, data regarding remedial efforts and actions taken by Contractor in assessing failed Acceptance of any Work, and all other information that LA SAFE determines is necessary or desirable for its inspection and review.

“Equipment” means:

- Any and all machinery, systems, assemblies, sub-assemblies, products, material fittings, devices, appliances, fixtures, apparatuses, hardware, Software, Source Code, Object Code, Data, Documentation, supplies and parts used by the Contractor or provided by the Contractor to LA SAFE pursuant to this Contract.
- Except as the term is used in the bullet above of this definition, the combination of all of the Components and Work in a fully operating whole, and functioning in full compliance with all of the terms and conditions of this Contract.

- B. Review and Explanation. The Contractor shall carefully study all Contract Documents, promptly notify LA SAFE of all errors, inconsistencies, and/or omissions it discovers, and obtain specific instructions in writing from LA SAFE before proceeding. Contractor shall also request in writing written explanations as necessary to further detail or explain performance of Work and shall conform to the explanation given. Work performed prior to receipt of additional explanation shall be at Contractor's sole risk.
- C. Intent. Omissions or misdescription of any Work that is customarily performed or clearly necessary to carry out the intent of the Contract shall not relieve the Contractor from performing such Work at no additional expense and/or delay, and such Work shall be performed as if fully and correctly set forth in the Contract.

4.0 PRECEDENCE OF DOCUMENTS

Any inconsistency in this solicitation or contract shall be resolved by the following order of precedence:

- A. Amendments (later Amendments having precedence over earlier Amendments), with each Amendment taking its order of precedence from the document it modifies.
- B. Contract Terms and Conditions.
- C. Statement of Work (Attachment A). The specifications, including Attachment A-1, System Requirements, and Attachment A-2, Technical Requirements, shall prevail over any subsidiary documents referenced therein.

5.0 PAYMENTS

- A. Compensation. The total Not to Exceed (NTE) Contract value for the Motorist Aid and Traveler Information System during the 6-year base Contract period, inclusive of revenue sharing offsets, is \$23,208,112. The NTE Contract value for the 2 option periods, inclusive of revenue sharing offsets, is: Option 1 (Years 7 and 8) \$4,309,048, and Option 2 (Years 9 and 10) \$3,363,520. The total NTE Contract value, including both options and inclusive of revenue sharing offsets, is \$30,880,680.

- B. The Contract prices in the Pricing Schedule include all costs to perform the Statement of Work. (Attachment A), including, but not limited to: salary, wages, labor, facilities, overhead, equipment, licenses, general and administrative expenses, travel, taxes in effect on the date the proposal was due, other direct costs related to performance, profit, and all costs and expenses of complying with Contract terms. Except as provided in the Clause entitled "CHANGES", the prices in Article 6.0, Pricing Schedule, reflect the firm compensation for completion of all Work.
- C. Taxes. The Contractor is responsible for ascertaining and paying all applicable taxes when due. The contract pricing as provided in Article 6.0, Pricing Schedule, shall be inclusive of all applicable taxes and fees.
- D. Discount. A discount for prompt payment under the terms of this Contract is not applicable.
- E. Invoice Requirements. Contractor may submit invoices monthly for work performed in the prior month after deliverable(s) acceptance. Invoices must be submitted on Contractor's letterhead, be signed by an authorized representative, and include the following information: date of submittal, invoice number, Contract number, Contractor's taxpayer identification number, time period covered, quantities shipped with shipping number and date of shipment (if applicable), worked performed and/or services provided, non-recurring engineering milestones, and installation (if applicable) evidence to support claimed costs, certification that all subcontractors and suppliers have been timely paid, a description of activities performed by Contractor and subcontractors in sufficient detail to define the work performed, quantities shipped, and milestones completed, and hours allocated to each activity. Invoices shall be mailed to the addresses below:
- | | |
|--|--|
| <p><u>Original</u>
 Los Angeles County SAFE
 Attn: <u>Accounts Payable</u>
 PO Box 512296
 Los Angeles, CA 90051-0296</p> | <p><u>Copy</u>
 Los Angeles County SAFE
 Attn: Project Manager, Contract 06SAFE035
 One Gateway Plaza, M/S 99-11-3
 Los Angeles, CA 90012</p> |
|--|--|
- F. Deductions. Payments are subject to adjustment for the assessment of any Liquidated Damages per Article 26.0 that are not paid by Contractor.
- G. Acceptance: Payments to the Contractor for Work Performed do not necessarily constitute acceptance.
- H. Payments. Unless a discount is offered for prompt payment, Contractor will be paid the Contract prices for Work delivered within 30 days of submission of proper invoices. The due date for payments will be computed from the receipt date of correct invoice for the prior month's Work. Payment shall be considered as being made on the day a check is dated. No interest or penalty fee will be paid for late payments of invoices.
- I. Retention. LA SAFE shall deduct and retain a maximum of ten percent (10%) from each progress payment. Such Retention shall apply to Phase 1 work only. Such amounts will be retained until thirty (30) days after LA SAFE has determined the Contractor has completed the entire contract and LA SAFE has accepted all Work. Upon Final Acceptance of Phase 1 work, the Contractor shall submit an Invoice for release of retention in accordance with the terms of the Contract.

6.0 PRICING SCHEDULE

Pricing Schedule- Contract No. 06SAFE035

Phase 1 – Design and Development

		Price	Completion Date	Proposed Billing Milestones	Price	Extended
Task	Phase 1: Project Management					
4.1.1	Project Planning	234,290	Month 18			
4.1.2	Project Status	234,290	Month 18			
4.1.3	Technical Reviews	188,822	Month 18			
Total Phase 1 Project Management Costs		657,402				
Phase 1: Startup (Baseline)				Monthly, for all PM Costs, Months 1-6	\$82,175	\$493,052
				Monthly, for all PM Costs, Months 7-18	\$13,696	\$164,351
						\$657,402
4.2.1.1	General Baseline Requirements Analysis	31,260	Month 1	Acceptance of Entire Baseline System Requirements Analysis	\$31,260	\$31,260
4.2.1.2	Baseline IVR Requirements Analysis	383,284	Month 1	Delivery of IVR 511 Requirements Analysis section	\$124,567	
				Delivery of IVR TTP Requirements Analysis section	\$124,567	
				Acceptance of IVR 511 Requirements Analysis section	\$67,075	
				Acceptance of IVR TTP Requirements Analysis section	\$67,075	\$383,284
4.2.1.3	Baseline Web Portal Requirements Analysis	78,148	Month 1	Delivery of Web Portal Requirements Analysis	\$50,796	
				Acceptance of Web Portal Requirements Analysis	\$27,352	\$78,148
4.2.1.4	Baseline TI Data Collection Requirements Anal.	78,148	Month 1	Delivery of TI Data Collection Requirements Analysis	\$50,796	
				Acceptance of TI Data Collection Requirements Analysis	\$27,352	\$78,148
4.2.1.5	Baseline Call Center Requirements Analysis	25,904	Month 2	Delivery of Call Center Requirements Analysis	\$16,837	
				Acceptance of Call Center Requirements Analysis	\$9,066	\$25,904
4.2.1.6	FSP Fleet Monitoring and Reporting Analysis	31,260	Month 1	Delivery of FSP Fleet Monitoring and Reporting Analysis	\$20,319	
				Acceptance of FSP Fleet Monitoring and Reporting Analysis	\$10,941	\$31,260
4.2.2	Baseline System Implementation Plan	34,101	Month 2	Delivery of Implementation Plan	\$22,166	
				Acceptance of Implementation Plan	\$11,935	\$34,101
4.2.3.1	General Baseline System Development	256,549	Month 4	Delivery of Baseline System Design Document	\$57,520	
				Acceptance of Baseline System Design Document	\$29,135	
				Baseline System Design review	\$83,239	
				Delivery of Baseline Acceptance Test Plan	\$57,520	
				Acceptance of Baseline Acceptance Test Plan	\$29,135	\$256,549
4.2.3.2	Baseline IVR Development	915,409	Month 3	Delivery of 511 Call Flows	\$198,365	
				Delivery of Transit Trip Planning Call Flows	\$198,365	
				Approval of 511 Call Flows	\$106,787	
				Acceptance of Transit Trip Planning Call Flows	\$106,787	
				511 IVR Development Complete	\$152,553	
				Transit Trip planning IVR Development Complete	\$152,553	\$915,409

Pricing Schedule- Contract No. 06SAFE035

		Price	Completion Date	Proposed Billing Milestones	Price	Extended
4.2.3.3	Baseline Web Portal Development	210,288	Month 3	Delivery of Web Prototype Completion of Web Portal Development	\$105,144 \$105,144	\$210,288
4.2.3.4	Baseline TI Data Collection Development	1,525,197	Month 4	Delivery of TI Data Collection Subsystem Design Delivery of TI Data Configuration Management Document Acceptance of TI Data Collection Subsystem Design Acceptance of TI Data Configuration Management Document TI Data Collection Subsystem (RITTS) Complete TI Data Collection Subsystem (other) Complete	\$330,503 \$330,503 \$177,922 \$177,922 \$254,174 \$254,174	\$1,525,197
4.2.3.5	Baseline Call Center Development	44,375	Month 3	Call Center Development Complete	\$44,375	\$44,375
4.2.3.6	FSP Fleet Monitoring and Reporting Dev.	90,936	Month 4	FSP Fleet Monitoring and Reporting Development Complete	\$90,936	\$90,936
4.2.4	Baseline System Integration and Test	462,634	Month 6	Installation of Baseline System (hardware & software) Delivery of system for User Acceptance Test Delivery of Baseline System Docs & Reports Acceptance of Baseline System Docs & Reports	\$185,054 \$185,054 \$60,142 \$32,384	\$462,634
4.2.5	Baseline System Deployment	783,285	Month 6	Baseline Web Portal Go-Live Baseline 511 System Go-Live Baseline TTP System Go-Live Baseline FSP Fleet Monitoring Go-Live Baseline System Acceptance	\$156,657 \$313,314 \$195,821 \$117,493 NSP	\$783,285 10% withholding: \$544,383
Total Phase 1 Startup Costs		4,950,777				
Phase 1: Near-Term Enhancements (NTE)						
4.3.1.1	General NTE Requirements Analysis	11,367	Month 9	Acceptance of entire NTE System Requirements Analysis	\$11,367	\$11,367
4.3.1.2	NTE IVR Requirements Analysis	47,823	Month 9	Delivery of IVR Requirements Analysis section Acceptance of IVR Requirements Analysis section	\$31,085 \$16,738	\$47,823
4.3.1.3	NTE Web Portal Requirements Analysis	68,202	Month 9	Delivery of Web Portal Requirements Analysis Acceptance of Web Portal Requirements Analysis	\$44,331 \$23,871	\$68,202
4.3.1.4	NTE Messaging Requirements Analysis	17,051	Month 9	Delivery of Messaging Requirements Analysis Acceptance of Messaging Requirements Analysis	\$11,083 \$5,968	\$17,051
4.3.1.5	NTE Remote Messaging Requirements Anal.	22,734	Month 9	Delivery of Remote Messaging Requirements Analysis Acceptance of Remote Messaging Requirements Analysis	\$14,777 \$7,957	\$22,734
4.3.2	Enhanced System Implementation Plan	34,101	Month 12	Delivery of Implementation Plan Acceptance of Implementation Plan	\$22,166 \$11,935	\$34,101
4.3.3.1	General NTE System Development	-				

Pricing Schedule- Contract No. 06SAFE035

		Price	Completion Date	Proposed Billing Milestones	Price	Extended
4.3.3.2	NTE IVR Development	143,471	Month 13	Delivery of Call Flows Approval of Call Flows IVR Development Complete	\$57,388 \$28,694 \$57,388	\$143,471
4.3.3.3	NTE Web Portal Development	144,382	Month 13	Delivery of Web Prototype Completion of Web Portal Development	\$72,191 \$72,191	\$144,382
4.3.3.4	NTE Messaging Development	218,340	Month 13	Delivery of NTE Messaging Detailed Design Acceptance of NTE Messaging Detailed Design Completion of NTE Messaging Development	\$70,960 \$38,209 \$109,170	\$218,340
4.3.3.5	NTE Remote Messaging Development	135,888	Month 13	Delivery of NTE Remote Messaging Detailed Design Acceptance of NTE Remote Messaging Detailed Design Completion of NTE Remote Messaging Development	\$44,164 \$23,780 \$67,944	\$135,888
4.3.4	Enhanced System Integration and Test	75,001	Month 17	Installation of NTE System (hardware & software) Delivery of system for User Acceptance Test Delivery of NTE System Docs & Reports Acceptance of NTE System Docs & Reports	\$30,000 \$30,000 \$9,750 \$5,250	\$75,001
4.3.5	Enhanced System Deployment	91,308	Month 18	NTE System Go-Live NTE System Acceptance	\$91,308 NSP	\$91,308 10% withholding: \$117,402
Total Phase 1 NTE Costs		1,009,667				
4.4.1	Phase 1: Long-Term Enhancements (LTE) Evaluate Long-Term Enhancements	94,127	Month 18	Delivery of LTE Development Plan (draft)	\$47,063	
Total Phase 1 LTE Costs		94,127		Delivery of LTE Development Plan (final)	\$47,063	\$94,127
Total Phase 1 Costs		6,711,973				\$6,711,973

Pricing Schedule- Contract No. 06SAFE035

Phase 2 – Operation and Maintenance

A. Call Center Operation and Maintenance

Item	Estimated Quantity	Unit Price	Unit Price	Unit Price	Unit Price	Estimated Total Price
		Yrs 1-3	Yrs 4-6	Option Yrs 7-8	Option Yrs 9-10	
Call Center Operation for Operator-Answered calls	Up to 50,000 calls per month	\$2.09	\$2.18	\$2.28	\$2.35	Not Applicable
Call Center Operation for Operator-Answered calls	Up to 100,000 calls per month	\$1.25	\$1.28	\$1.32	\$1.35	\$14,766,000
Call Center Operation for Operator-Answered calls	Up to 200,000 calls per month	\$1.25	\$1.28	\$1.32	\$1.35	Not Applicable
Call Center Operation for Operator-Answered calls	Over 200,000 calls per month	\$1.25	\$1.28	\$1.32	\$1.35	Not Applicable

(Example: 35,000 calls would be billed at the "up to 50,000" rate; 75,000 calls would all be billed at the "up to 100,000" rate; 180,000 calls would all be billed at the "up to 200,000" rate; and 210,000 calls would be billed at the "over 200,000" rate.)

B. Traveler Information Operation and Maintenance

Item	Quantity	Monthly Price	Monthly Price	Monthly Price	Monthly Price	Estimated Total Price
		Yrs 1-3	Yrs 4-6	Option Yrs 7-8	Option Yrs 9-10	
Traveler Information Operation for IVR-Answered calls	N/A	\$83,944	\$89,295	\$91,000	\$96,920	\$10,243,020
Traveler Information Operation for the Web Portal	N/A	\$40,873	\$47,941	\$47,940	\$47,952	\$5,253,470

C. Fleet Monitoring and Reporting Operation and Maintenance

Item	Quantity	Monthly Price	Monthly Price	Monthly Price	Monthly Price	Estimated Total Price
		Yrs 1-3	Yrs 4-6	Option Yrs 7-8	Option Yrs 9-10	
Fleet Monitoring and Reporting Operation	5 a.m. to 7 p.m. daily	\$18,393	\$15,381	\$16,464	\$17,391	\$1,918,026

D. On-Call Support Labor Rate

(The Hourly Rate is a blended-rate for all labor categories based on a standard of 100 hours per year for each of the periods shown below.)

Category	Rate/Hour	Rate/Hour	Rate/Hour	Rate/Hour
	Yrs 1-3	Yrs 4-6	Option Yr 7-8	Option Yrs 9-10
Systems Support	\$127	\$144	\$159	\$164

E. Advertising Revenue Offset

Item	Monthly Offset	Monthly Offset	Monthly Offset	Monthly Offset	Monthly Offset	Total Offset
	Year 1	Year 2	Year 3	Year 4	Year 5	
Guaranteed Revenue Offset Years 1-5	\$0	\$0	(\$1,133)	(\$25,941)	(\$48,510)	
	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Guaranteed Revenue Offset Years 6-10	\$(62,115)	\$(91,993)	\$(123,727)	\$(144,738)	\$(169,494)	\$(8,011,809)

7.0 LIMITATION OF FUNDS

Funding for this Contract is based on the availability of funds as determined by LA SAFE's fiscal budget, which runs July 1 through June 30. If funding is not approved for any subsequent year during which this Contract is in effect, a stop work notification will be issued. If funds to effect continued payment are not appropriated, Contractor agrees to take back any affected goods furnished under this Contract, terminate any Work in progress under this Contract, and relieve LA SAFE of any further obligation therefore.

8.0 CERTIFICATIONS

The Contractor Certifications submitted in response to the solicitation document for this Contract are hereby incorporated by reference and made a part of this Contract as if attached hereto.

9.0 PERMITS AND RESPONSIBILITIES

The Contract price includes all costs of obtaining necessary licenses and permits, and for complying with Federal, State, and municipal laws, codes, and regulations applicable to Work performance. The Contractor shall be responsible for all materials delivered and Work performed until completion and acceptance of the Work. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Contractor agrees to provide LA SAFE a copy of the renewed license(s) and/or permit(s) within thirty (30) calendar days of the expiration date.

10.0 INSURANCE ★

- A. Types and Limits. The Contract price includes the cost of obtaining and maintaining the following types of insurance for the Contractor and all subcontractors for the duration of this Contract. The Contract price also includes any and all costs associated with obtaining, maintaining and providing required insurance endorsements and certificates. Insurance is to be placed with carriers having a current A.M. Best rating of A-VII or better. If a general aggregate form is used, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit. The worker's compensation insurance requirement does not apply to independent contractors used as staff.
- 1) Worker's Compensation and Employer's Liability Insurance as required by law.
 - 2) Commercial General Liability – minimum \$5,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$10,000,000. Products/Completed Operations aggregate shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit.
 - 3) Auto Liability – minimum \$1,000,000 per occurrence including contractual liability insuring owned, non-owned, hired and all vehicles used by the Contractor with a combined single limit of not less than \$1,000,000 applicable to bodily injury, sickness or death, and loss of or damage to property in any one occurrence.
 - 4) Deductible or Self Insured Retention – maximum \$25,000
 - 5) Professional Liability (Errors and Omissions): \$1,000,000 per occurrence required for Contractor and subcontractors.
- B. Endorsements and Certificates.

- 1) All policies must contain an endorsement to include LA SAFE, its officers, agents, and employees as additional insureds, but only insofar as the operations under this Contract are concerned, and that LA SAFE is not responsible for any policy premiums or assessments.
- 2) LA SAFE, Its Board of Directors, Affiliates, Successors and/or Assignees are named as additional insureds as their interests may appear.
- 3) Endorsements must specify that such insurance is primary and that no LA SAFE insurance will be called on to contribute to a loss.
- 4) Certificates of insurance verifying coverages, required endorsements, and bearing signature of the insurer's authorized representative must be delivered to LA SAFE prior to commencing Work under this Contract.
- 5) The Certificate of Insurance must also state that the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice (ten calendar [10] days for non-payment of premiums) to LA SAFE.
- 6) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LA SAFE, its subsidiaries, officials and employees.
- 7) Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LA SAFE.
- 8) Professional Liability insurance shall be continued, and evidence provided to LA SAFE, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal.

11.0 EQUAL OPPORTUNITY ★

- A. Discrimination. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and shall not deny family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Fair Employment and Housing. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

12.0 INDEMNIFICATION ★

- A. Breach. Contractor shall defend, indemnify and hold LA SAFE, its agents and officers and employees free and harmless from all claims, damages, liability, losses and expenses arising or resulting from (i) any act or omission of Contractor in performing the Work, (ii) any default by Contractor or breach of its obligations hereunder; (iii) Contractor's violation of or failure to comply

with any applicable law, Executive Order or regulation; or (iv) any defect(s) in the products furnished. Contractor shall pay the full cost of the defense and any resulting judgments. This indemnity shall survive termination or final payment under this Contract.

- B. Liability. Contractor shall indemnify, defend and hold harmless LA SAFE, its officers, agents and employees from any and all claims, damages, liability, expenses, and losses (including defense costs), arising or resulting from any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying Work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract, except to the extent that Liability is caused by and arises out of the negligence of LA SAFE, its officers, agents and employees. Contractor shall have no liability arising or resulting from the quality of data received from MATIS external data providers.

13.0 STANDARD OF PERFORMANCE ★

The Contractor shall perform and require its subcontractors to perform the Work in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing similar work. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that LA SAFE will rely upon such professional quality, accuracy, completeness, and coordination in utilizing and accepting the Work. LA SAFE may require removal of any Contractor personnel at any level if it considers such removal in the best interests of LA SAFE and requests such removal in writing. Such personnel shall be promptly removed from performing any work or duties associated with this Contract, shall not be re-employed under this Contract and shall be replaced with qualified personnel, if required, at no cost or expense to LA SAFE. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Contract.

14.0 CONTRACTOR STATUS ★

- A. Experience and Performance. The Contractor represents that it is fully staffed, experienced, properly qualified, licensed, equipped, organized, and financed to perform the Work. The Contractor shall perform the Work and require subcontractors to perform Work in accordance with their own methods and in compliance with Contract terms.
- B. Agency. The Contractor is not an agent, officer, or employee of LA SAFE in performing this Contract and shall maintain complete control over its employees, subcontractors and suppliers.
- C. Responsibilities. The Contractor is responsible for all Contract performance requirements, including the acts and failures to act of subcontractors. The Contractor shall have sole responsibility for promptly settling any disputes between its subcontractors and between subcontractors and any of their subcontractors. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

15.0 SUBCONTRACT CONSIDERATIONS ★

- A. Subcontract Flowdown Requirements. All provisions required by law, regulation, rule, or this Contract shall apply to subcontracts of any tier. The complete text of all clauses except 9.0 Insurance in this Contract identified with a star (★) next to the title shall be included in all subcontracts of any tier.

- B. Subcontractor and Supplier Approval and Replacement. LA SAFE shall approve all subcontractors and suppliers used in support of this Contract in advance. LA SAFE may require removal or replacement of any subcontractor or supplier if it considers such removal in the best interests of LA SAFE and requests such removal in writing. Replacement of subcontractors and suppliers shall be conducted pursuant to Article 15-C below.
- C. Approval to Substitute Subcontractors and Suppliers. If Contractor desires or is required to substitute or replace an approved subcontractor or supplier listed in Article 19.0, Approved Subcontractor and Suppliers, Contractor shall submit a written proposal to the LA SAFE Project Manager. The proposal shall include the following information: reason for substitution/replacement, name of proposed replacement subcontractor or supplier, business address and complete contact information including email address, license number(s) and expiration date, SBE/DBE and certification status, and the proposed work to be performed by said subcontractor or supplier. LA SAFE will promptly review the proposal and provide a written determination regarding the change. No extension of time will be granted for replacement of subcontractors and suppliers, and LA SAFE will not be responsible for delays incurred by the Contractor due to timely disapproval of a subcontractor or for the late submittal for acceptance of a subcontractor, or because of a subcontractor's removal from the project. The Contractor may perform the Work itself with qualified personnel upon written approval of LA SAFE. Contractor shall not use a proposed subcontractor or supplier until it receives LA SAFE's prior written approval.
- D. Payment of Subcontractors. If subcontractor performance is satisfactory, Contractor shall pay each subcontractor under this Contract within ten (10) days of receipt of each LA SAFE payment.

16.0 THIRD PARTIES ★

LA SAFE is the third party beneficiary of any subcontract and shall have the right to enforce all subcontract terms for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of LA SAFE upon completion of the Work. In the event of any claim or dispute arising under a subcontract, the subcontractor shall look only to the Contractor for payment, redress, relief, or other satisfaction. Subcontractor hereby waives any claim or cause of action against LA SAFE arising out of any subcontract.

17.0 LA SAFE KEY PERSONNEL

The following are LA SAFE's key personnel assigned to manage the Work under this Contract. The Project Manager is responsible for the technical aspects of Contract performance. The Contract Administrator is responsible for all contractual aspects of Contract performance.

Name	Title	Phone No.
Ken Coleman	Project Manager	213-922-2951
Robert Vasquez	Sr. Contract Administrator	213-922-1044

18.0 CONTRACTOR KEY PERSONNEL

The following are Contractor's key personnel assigned to perform the Work under this Contract. The Contractor's Project Manager shall supervise and direct the Work and have overall responsibility for the implementation and performance of Work in accordance with this Contract.

Name	Title	Phone No.
Steve Schibuola	Program Manager	949-833-5588
Derek Sims	Program Director	416-596-1930
Gregg Loane	Deputy Program Manager	949-833-5588

During the first 6 months of contractual performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify LA SAFE within 10 calendar days after the occurrence of any of these events and shall deliver resumes of proposed substitutes with comparable qualifications. LA SAFE will notify the Contractor within 15 calendar days after receipt of all required information of its decision to accept proposed substitutions. The Contract may be modified to reflect the changes, if necessary.

19.0 APPROVED SUBCONTRACTORS AND SUPPLIERS

<u>Subcontractor/Supplier</u>	<u>Work to Be Provided</u>	<u>Est. 10-Year Amount</u>
LogicTree Corp. Bowie, MD 301-352-1050	Traveler Information Systems hardware/software	\$12,670,124*
Alta Resources Corp. Brea, CA 714-672-9700	Comprehensive contact center services	\$14,816,000*
InterBase Anaheim, CA 714-701-3600	IT services and system integration services	\$1,575,000

* Amount excludes revenue offset

20.0 NOTIFICATION

All notices hereunder and communications regarding interpretation of these Contract terms or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To LA SAFE:

Los Angeles County SAFE
Attn: Contracting Officer, Contract No. 06SAFE035
One Gateway Plaza, MS 99-11-3
Los Angeles, CA 90012-2952

To Contractor:

IBI Group Inc.
Suite 110
18401 Von Karman Avenue
Irvine, CA 92612

21.0 SBE PARTICIPATION

The Contractor shall ensure that all Small Business Enterprise (SBE) requirements specified in the Contract Compliance Manual (Non-Federal) shall be met. The Contract Compliance Manual (Non-

Federal), also referred to as SBE Manual (SBE) Form 088 is posted on the Metro website for review and download: http://www.metro.net/EBB/contract_template_summary.htm. The level of SBE participation that the Contractor committed to in its Proposal is the Contractor's level of SBE commitment for the life of the contract. The SBE commitment for this project is five and 1/10 percent (5.1%) of the total contract price. Achievement of the SBE commitment shall be determined by the Work actually performed by SBEs. The designated SBE firm under this Contract is the InterBase Corporation.

22.0 DELIVERY

- A. Time and Schedule. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as days, means calendar days unless otherwise specified.
- B. Delivery. All equipment shall be furnished "F.O.B. Destination". Contractor is responsible for all freight, crating, unloading, and other incidental costs necessary to accommodate delivery.
- C. Variation in Estimated Quantity. No adjustment will be made in the Contract price for reason of fluctuation in the estimated quantities.

23.0 AUDIT RIGHTS

The Contractor shall keep and maintain full and complete accounting books, records of account of its costs and expenses claimed to be due and payable relating to the performance of the services in accordance with Generally Accepted Accounting Principles (GAAP). Upon reasonable advance written notice LA SAFE, its representatives or other authorized agencies shall have access at all reasonable times to all records and data maintained by the Contractor for the purposes of performing financial, compliance and performance audits related to the Work under this agreement. LA SAFE shall also have the right to reproduce, photocopy, transcribe or download data and information at all reasonable times, and without charge. LA SAFE shall make reasonable efforts to assure that any such representative is not a competitor of the Contractor to which the disclosure of such information would have a detrimental effect on the Contractor's business. The Contractor shall keep and preserve all such books, records, accounts, and any other documents for a period of a least three (3) years from and after completion of the Work after final payment or if this contract is terminated in whole or in part after the final termination agreement.

24.0 PROGRESS REPORTS

Contractor shall submit progress reports and attend meetings with LA SAFE personnel at intervals determined by LA SAFE to provide project status and afford occasions for productive exchange. If applicable, Contractor shall hold a final meeting to present findings, conclusions, and recommendations.

25.0 INSPECTION OF WORK, ACCEPTANCE ★

- A. Rights. Work furnished by the Contractor shall be subject to inspection, test, and acceptance by LA SAFE. LA SAFE reserves the right to reject and return, at Contractor expense, defective or noncompliant Work. LA SAFE may require the Contractor to re-perform noncompliant Work at Contractor expense and/or take necessary action to ensure that future performance conforms to Contract requirements. LA SAFE may reduce the Contract price to reflect reduced value of Work performed. LA SAFE may, at its sole discretion, deduct any and all costs associated with any rejected or noncompliant Work performed by the Contractor from any Contractor invoice. LA SAFE may also withhold payment on any invoice in part or in whole until LA SAFE has determined that the Contractor has to LA SAFE's satisfaction resolved any and all issues with regards to defective

or noncompliant Work. Defects or noncompliance shall not be deemed waived by LA SAFE's failure to notify Contractor upon receipt of Work or by payment of invoices.

- B. Responsibilities. Neither the inspection nor lack of inspection of Work shall relieve the Contractor's responsibility to meet Contract requirements regarding defects or failures, which may be discovered. Except as otherwise provided herein, acceptance by LA SAFE shall be final, except as regards latent defects, product defects, fraud, or such gross mistakes as amount to fraud.
- C. Review. Contractor shall permit LA SAFE to review procedures, practices, processes, supporting materials, computer records, and related documents which LA SAFE determines are required to inspect and review the Work and verify Contract compliance. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant LA SAFE's designated representatives free access at all reasonable times to all locations where Work is performed.
- D. Title. Title to items furnished under this contract shall pass to LA SAFE upon acceptance, regardless of when or where LA SAFE takes physical possession

26.0 LIQUIDATED DAMAGES

If the Work and/or specified portions of the Work are not completed and delivered pursuant to SOW Attachment A-1, System Requirements, Table 2- Performance and Service-Level Requirements, LA SAFE may sustain damages. Since it is and will be impracticable to ascertain the actual damages that LA SAFE will sustain, the following Liquidated Damages shall apply. NOTE: The Liquidated Damages in Phase 1 shall be based on the negotiated Pricing Schedule in 4.0.A, Phase- 1 Design and Development.

Schedule of Liquidated Damages

Number of Monthly Violations	Liquidated Damages – Phase 1	Liquidated Damages – Phase 2
1-5	5% per deliverable/milestone amount for the deliverable/milestone violation	5% of the monthly service invoice
6-10	10% per deliverable/milestone amount for the deliverable/milestone violation	10% of the monthly service invoice
>10	25% per deliverable/milestone amount for the deliverable/milestone violation	25% of the monthly service invoice.

LA SAFE shall monitor and evaluate the Contractor's performance to determine whether the performance and service-level requirements are being met. LA SAFE reserves the right to impose administrative action, impose Liquidated Damages (LDs) or require both administrative action and LDs on the Contractor for non-compliance. In the event that LA SAFE becomes aware of Contractor's non-compliance after payment of an invoice, LA SAFE reserves the right to impose the LDs in arrears. In the event Contractor continues to operate in a non-compliant state for any performance standard or level of service, LA SAFE reserves the right to take further action up to and including Termination for Default. LA SAFE will impose LDs in accordance with the schedule above.

Damages to LA SAFE in the case of failure by the Contractor to complete specified portions of Work within the time as required thereof by the terms of this Contract may include, but not be limited to, the following:

- 1. Delays in the design, development and operation of MATIS;
- 2. Unreasonable inconvenience to the public;
- 3. Public Safety Impact
- 4. Increased costs of Contract Administration;

5. Negative public perception; and
 6. Delays and increased costs to other Contractors.
- A. Right to Withhold/Offset. LA SAFE reserves the right to withhold and offset the Liquidated Damages against payments due to the Contractor. Should LA SAFE exercise this right, it shall provide notice of such offset to Contractor.
 - B. LA SAFE Rights. Application of the Liquidated Damages provisions of the Contract in no way alters LA SAFE's rights under Article 44.0, Termination for Default, of the General Conditions.

27.0 RIGHTS IN PROPERTY ★

- A. Title
 - 1) All property purchased by the Contractor for LA SAFE under this Contract and all property furnished by LA SAFE and delivered to the Contractor under this Contract, shall be hereinafter referred to as LA SAFE Property. Title to any LA SAFE Property that is not already owned by LA SAFE shall pass to and vest in LA SAFE upon the vendor's delivery and acceptance of such property by the Contractor. Title to any LA SAFE property already owned by LA SAFE shall remain with LA SAFE.
 - 2) Title to LA SAFE Property shall not be affected by its incorporation into or attachment to any property not owned by LA SAFE, nor shall LA SAFE Property become a fixture or lose its identity as personal property by being attached to any real property.
 - 3) The title transferred shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
 - 4) The Contractor shall promptly execute, acknowledge, and deliver to LA SAFE proper bills of sale or other written instruments of title in a form as required by LA SAFE; said instruments shall convey to LA SAFE title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- B. LA SAFE Property shall be used only for performing Work on the Contract, unless otherwise provided in the Contract or approved by LA SAFE's Contract Administrator.
- C. Property Administration
 - 1) The Contractor shall be responsible and accountable for all LA SAFE Property provided under the Contract and shall submit an inventory list, or revised list, in a form acceptable to LA SAFE within thirty (30) days of acquisition of LA SAFE Property.
 - 2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of LA SAFE Property in accordance with sound business practice.
 - 3) The Contractor assumes risk of loss or damage to LA SAFE Property in Contractor's control or possession. If loss or damage occurs to LA SAFE Property, the Contractor shall, at LA SAFE directions, repair, replace or pay the replacement cost of the items lost or damaged.
- D. LA SAFE and all its designees shall have access at all reasonable times to the premises in which any LA SAFE Property is located for the purpose of inspecting LA SAFE Property.
- E. Upon completing the Contract or at such earlier dates as may be fixed by LA SAFE: (1) the Contractor shall prepare and submit a final inventory list of all LA SAFE property which includes the property's description, location and condition, and; (2) the Contractor shall prepare for shipment, and deliver F.O.B. destination or dispose of LA SAFE property as may be directed or authorized by

LA SAFE. The net proceeds of any such disposition shall be credited to the Contract price or paid to LA SAFE as LA SAFE directs.

28.0 TECHNICAL DATA AND INTELLECTUAL PROPERTY ★

A. Definitions.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes Technical Data and Software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Documentation" means systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the systems (including but not limited to: computer hardware, Software, and firmware) for their intended purposes and future modification.

"Intellectual Property Rights" means all world-wide legal rights, whether existing or hereafter arising, acquired, filed, or issued, relating to: (i) patents, patent applications, and invention disclosures; (ii) copyrights and other works of authorship, including textual, mask, audio/visual, and derivative works; (iii) trademarks, service marks, trade names, and other designations, together with all goodwill associated therewith; (iv) trade secrets and know-how; (v) moral rights; (vi) any rights analogous to the foregoing; and (vii) any applications, registrations, divisions, continuations, renewals, reissues, and extensions of the foregoing, relating in any way to the Work or Equipment indicated or implied in the Contract.

"Software" means the fully operational computer programs and products required to be developed and/or modified by the Contractor under the Contract, in object code or script format, including but not limited to: application programs, firmware, and microcontroller programs.

"Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, installation of an executable object code and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.

"Object Code" means the machine-readable form of a program.

"Technical Data" means Data other than Software, which are of a scientific or technical nature.

"Unlimited Rights" means the right of LA SAFE to make, have made, use, sell, offer for sale, translate, deliver, disclose, reproduce, prepare derivative works, repair, replace, upgrade (including the use of new technologies), improve, modify, distribute copies to the public, install on a network, distribute on the internet, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, except as limited by the "PUBLIC RECORDS ACT" Article herein.

B. Ownership. All Data, Documentation, object code, Source Code, reports, surveys, studies, drawings, Software, electronic databases, and any other information, documents or materials ("Work Product") written, produced, or modified by Contractor or its subcontractors under this Contract shall be the exclusive property of LA SAFE and shall be delivered with Unlimited Rights. Original copies of such shall be delivered to LA SAFE as specified in the Statement of Work or upon request, or upon completion or termination of the Work, whichever occurs earlier.

1) Web Content LA SAFE shall own and retain full control over the content, design, appearance, quality, functionality, and the general look-and-feel of the Web Portal including any ability or lack thereof to deploy marketing/advertising content.

- 2) Interactive Voice Response (IVR) Content LA SAFE shall retain full control over the content, quality, and functionality of the IVR including any ability or lack thereof to deploy marketing/advertising content.
 - 3) Information Channels LA SAFE shall retain ownership of all channels used in MATIS for information dissemination and data input. This shall include but not limited to: Internet domains, telephone numbers to which 511 are translated, and data channels with external organizations such as RIITS and Caltrans (see Section 3.1 of Attachment 1).
 - 4) System Ownership All developmental items including but not limited to software, web content and documentation shall become the property of LA SAFE.
- C. License. The Contractor hereby grants to LA SAFE a perpetual, nonexclusive, fully paid-up and royalty-free license with Unlimited Rights to all Work and Equipment whether or not covered by any Intellectual Property Rights and to use, duplicate and disclose the Software, Source Code Materials and Documentation in such tape, disk or hardcopy format as LA SAFE may designate. The Contractor hereby covenants not to sue LA SAFE, its officers, employees, agents, representatives, suppliers, vendors, consultants, independent contractors and all others in connection with the exercise of any rights granted hereunder by or on behalf of LA SAFE.

29.0 RIGHTS IN WORK PRODUCTS ★

- A. All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to the Contract shall become the property of LA SAFE without restriction or limitation on their use and shall be made available upon request, to LA SAFE at any time. Original copies of such shall be delivered to LA SAFE upon completion of the Work or termination of the Work. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of LA SAFE.
- B. LA SAFE shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Article entitled PUBLIC RECORDS ACT herein.
- C. Indemnification. Contractor shall indemnify and hold LA SAFE, its officers, employees, representatives, agents, as well as its Regional Partners, identified as Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), San Bernardino Associated Governments (Sanbag), Ventura County Transportation Commission (VCTC) and the California Department of Transportation (Caltrans), harmless from and against all costs, damages, and expenses incurred in connection with any claims or actions based on actual or alleged infringement or misappropriation of any Intellectual Property Rights arising out of LA SAFE's purchase and use of Work or Equipment furnished hereunder, provided that such infringement is not a result of any misuse thereof by LA SAFE or its Regional Partners.
- D. Replacement. If LA SAFE is prohibited, or in the opinion of the Contractor is likely to be prohibited from using all or any portion of Work or Equipment provided by Contractor because of alleged Intellectual Property Rights infringement or misappropriation, the Contractor shall provide comparable replacement Work or Equipment.
- E. Other Remedies. If none of these options can reasonably be taken, or if LA SAFE's use Work or Equipment provided by Contractor shall be prevented by injunction, the Contractor agrees to take back such Work or Equipment and make every reasonable effort to assist LA SAFE in procuring substitute Work or Equipment. If, in the sole opinion of LA SAFE, the return of such Work or Equipment makes the retention of other Work or Equipment acquired from the Contractor under

this Contract impractical, LA SAFE shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Work or Equipment and refund any sums LA SAFE has paid Contractor less any reasonable amount for use or damage.

30.0 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE ★

- A. The Contractor hereby grants to LA SAFE a royalty-free, paid-up, non-exclusive license, in perpetuity, to use duplicate, and disclose the Software, Source Code Materials, and Documentation, and to make modifications of and enhancements to the Software, and permit others to do the same, but only for governmental purposes and not for any commercial purposes.
- B. LA SAFE shall hold the Software, Source Code Materials, and Documentation in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.
- C. Upon LA SAFE's request, the Contractor shall generate modifications of and enhancements to the Software not required by the Contract, at the Contractor's rates charged for comparable Work to its most favored customers.

31.0 WARRANTY ★

- A. Contractor warrants that the Work shall comply with each requirement of this Contract, be of merchantable quality, be fit for the particular needs and purposes of LA SAFE as communicated in the Statement of Work, and not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by LA SAFE and any other persons, and defend and indemnify LA SAFE from any claim asserted by any person resulting in whole or in part from such breach. Any defect due to defective design, equipment, materials, or workmanship shall be redesigned, repaired, or replaced at the Contractor's expense within a time period and manner acceptable to LA SAFE.
- B. Contractor warrants that the MATIS project shall be developed, deployed and performed in a professional manner and shall reasonably conform to customary practices and quality of similar services provided in Contractor's industry.
- C. Contractor warrants that the processes, design, equipment, materials, devices and Software, Source Code, Materials and Documentation used in providing the Work, whether provided by the Contractor or any of its subcontractors, shall be delivered free of defects and any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against LA SAFE, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by LA SAFE, and indemnify and hold harmless LA SAFE, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney's fees.
- D. Contractor warrants that it shall meet all service and performance requirements set forth in the SOW. Failure to meet performance and service-level requirements may result in the Liquidated Damages as described in Article 26.0.

- E. Neither inspection, testing, nor acceptance by LA SAFE of equipment, materials, or work performed, nor final acceptance, partial or final payment, nor any provision of the contract shall relieve Contractor from the responsibilities defined in this section.

32.0 FINAL PAYMENT

- A. Final Acceptance of the Work. Prior to Final Acceptance, the Contractor shall prepare and submit an Application for Final Payment to LA SAFE including:
 - 1) Exhibit 1, Request for Final Payment;
 - 2) The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;
 - 3) Deductions for prior Progress Payments;
 - 4) Amounts retained;
 - 5) List of Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and
 - 6) List of pending unsettled Claims, stating claimed amounts.
- B. Prior Payments. Prior paid amounts shall be subject to correction in LA SAFE's review of the Application for Final Payment. Claims filed with the Application for Final Payment must be otherwise timely under the Contract and applicable Law.
- C. Review Rights. Within a reasonable time, LA SAFE will review the Contractor's Application for Final Payment. Any recommended changes or corrections will then be forwarded to the Contractor. Within ten (10) days after receipt of recommended changes from LA SAFE, the Contractor will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised Application for Final Payment. Upon acceptance by LA SAFE, the revised Application for Final Payment will become the approved Application for Final Payment.
- D. Release and Certification. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of LA SAFE are specifically reserved, and shall release and waive all unreserved Claims against LA SAFE and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:
 - 1) It has resolved all Subcontractor, Supplier and other Claims that are related to the settled Claims included in the Final Payment;
 - 2) It has no reason to believe that any party has a valid Claim against the Contractor or LA SAFE which has not been communicated in writing by the Contractor to LA SAFE as of the date of the Certificate; and
 - 3) All warranties are in full force and effect.
 - 4) The releases and warranties shall survive final payment.
- E. If any Claims remain open, LA SAFE may make final Payment subject to resolution of those Claims. LA SAFE may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount of the open Claims.
- F. Discovery of Deficiencies. Notwithstanding LA SAFE's acceptance of the Application for Final Payment and irrespective of whether it is before or after Final Payment has been made, LA SAFE shall not be precluded from subsequently showing that:
 - 1) The true and correct amount payable for the Work is different from that previously accepted;
 - 2) The previously accepted Work did not conform to the Contract requirements; or
 - 3) A previous payment, or portion thereof, for Work was improperly made.

LA SAFE shall not be estopped from demanding and recovering damages from the Contractor, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable Law.

33.0 ASSIGNMENT ★

Assignment is read to mean corporate name changes, mergers and sales of assets - total or partial. The Contractor shall not assign its interest in this Contract without prior written consent of LA SAFE. An Amendment is required to change the Contractor name on this Contract. Upon written request and legal documentation to change the name, LA SAFE will review the request and render a decision within 60 days. LA SAFE will not unreasonably prohibit Contractor from freely assigning its right to payment, provided the Contractor remains responsible for its obligations hereunder. Payment of invoices presented with a new name shall not be paid prior to execution of said Amendment.

34.0 PUBLIC RECORDS ACT ★

- A. Coverage. All work products produced under this Contract, including proposal materials submitted by the Contractor, shall become the exclusive property of LA SAFE and deemed public records. Said materials are subject to the California Public Records Act (Government Code sections 6250 et. seq.). LA SAFE's use and disclosure of its records are governed by this Act.
- B. Protection. LA SAFE will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "TRADE SECRET". LA SAFE will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by the Contractor. LA SAFE will endeavor to notify the Contractor of any request for disclosure of such materials. Under no circumstances will LA SAFE be liable or responsible for the disclosure of any such labeled materials whether the disclosure is required by law, court order or occurs through inadvertence, mistakes or negligence on the part of LA SAFE or its officers and/or contractors.
- C. Litigation. In the event of litigation concerning disclosure of Contractor's material, LA SAFE's sole involvement will be as stakeholder, retaining the material until otherwise ordered by a court. The Contractor, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall indemnify and hold LA SAFE harmless from all costs and expenses including attorney's fees in connection with such action.

35.0 PROHIBITED INTERESTS ★

- A. Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach of this warranty, or violation of any other prohibition in this Article, LA SAFE shall have the right to terminate this Contract for Default for failure of Contractor to fulfill its Contract obligations.
- B. Contractor agrees that, for the term of this Contract, no member, officer, or employee of LA SAFE and for one (1) year thereafter, shall have any interest, direct or indirect, in

this Contract, or to any benefit arising thereof as prohibited by Government Code Sections 1090 et. seq. and 87100 et. seq.

- C. The employment by Contractor of personnel on the payroll of LA SAFE for the performance of Services under this Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on LA SAFE payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing this Contract or a related contract with LA SAFE, is also prohibited.
- D. Neither the Contractor nor its employees nor its subcontractors or their employees shall give or offer to give any campaign contribution to any member of LA SAFE in violation of Government Code Section 84308.

36.0 UNAUTHORIZED WORK ★

Any non-specified Work performed without written authority of LA SAFE will be considered unauthorized, performed at the sole expense of the Contractor, and without time extension.

37.0 CHANGES ★

LA SAFE may, at any time, by written notice to the Contractor, make any changes within the general scope of this Contract. Approved increases or decreases in the cost or time required to perform the Work shall be incorporated into the Contract by a written amendment. Nothing in this clause shall relieve Contractor from proceeding without delay in the performance of any Change Order.

38.0 NOTICE OF CLAIMS

The Contractor shall give LA SAFE written notice of a potential claim within five (5) days of any act or event for which it intends to seek adjustment in the Contract price, terms, or schedule. The notice shall set forth the basis of claim and the costs involved. The claim shall be filed within 30 days of the act or event and include sufficient detail to allow LA SAFE to evaluate the claim. The Contractor shall also furnish any additional information relating to the claim as LA SAFE may request. Failure to comply with these requirements shall be sufficient cause for denial. LA SAFE shall, within 30 days of receipt of claim, render a decision or provide an estimate of when a decision will be made. If no decision is made within 30 days of claim filing, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected.

39.0 DISPUTES

In the event of disagreement or dispute arising between the parties under this Contract, LA SAFE shall, upon its own initiative or promptly upon Contractor's written request, make a determination thereof. Contractor shall proceed diligently with performance of this Contract pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of LA SAFE.

40.0 NO WAIVER

- A. Waivers. None of the provisions of this Contract shall be considered waived by either party unless such waiver is formalized in writing and signed by both parties. No such waiver shall be construed

as a modification of any of the provisions of this Contract or as a waiver of any past or future default or breach hereof, except as expressly authorized by LA SAFE.

- B. Rights and Remedies. Any action or inaction of LA SAFE to enforce any Contract right or provision shall not be construed as a waiver of LA SAFE rights hereunder and shall not prevent LA SAFE from enforcing such provision or right on any future occasion. The rights and remedies of LA SAFE herein are cumulative and in addition to any other rights or remedies that LA SAFE may have at law or equity.

41.0 STOP WORK ★

- A. Order. LA SAFE may, at any time, by written Stop Work Order, require the Contractor to stop all or any part of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this Clause.
- B. Compliance. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurrence of costs allocable to the stopped work during the period of work stoppage. Within 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, LA SAFE shall either: i) cancel the Stop Work Order; or ii) terminate the work covered by the Stop Work Order as provided in the "TERMINATION" clauses herein.
- C. Adjustments. If a Stop Work Order issued under this Clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. LA SAFE shall make equitable adjustment in the delivery schedule, the Contract price (excluding profit), or both, and the Contract shall be modified in writing if: i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and ii) the Contractor asserts its right to an equitable adjustment within 30 days after the end of the work stoppage period; provided, that if LA SAFE decides the facts justify the action, LA SAFE may receive and act upon a proposal submitted at any time before final payment under this Contract.
- D. Termination. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the Clause entitled "Termination", LA SAFE shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

42.0 TERMINATION FOR CONVENIENCE ★

- A. LA SAFE may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for LA SAFE's convenience. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to LA SAFE all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the Contractor of such notice.
- B. Contractor shall submit a final invoice within 60 days of termination, which shall include Work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination. LA SAFE shall review and determine the reasonableness of the charges included in the termination invoice.

- C. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of LA SAFE provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

43.0 TERMINATION FOR DEFAULT ★

- A. LA SAFE may, by written notice to the Contractor, terminate this Contract in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. This termination shall be deemed as a Termination for Default. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to LA SAFE all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the Contractor of such notice.
- B. LA SAFE may take over the Work, and complete the Work by contract or otherwise. In such case, the Contractor shall be liable to LA SAFE for any reasonable costs or damages occasioned to LA SAFE thereby. The expense of completing the Work, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by LA SAFE out of such payments as may be due or may at any time thereafter become due to LA SAFE. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to LA SAFE upon notice of the excess so due.
- C. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of LA SAFE. In such event, adjustment shall be made as provided in Article 42.0, Termination for Convenience.
- D. If in LA SAFE's reasonable judgment a default can be cured, LA SAFE may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, LA SAFE may terminate for default.
- E. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of LA SAFE provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

44.0 CONFIDENTIALITY ★

Contractor agrees that for and during the entire term of this Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of this Contract shall be considered and kept as the private and privileged records of LA SAFE and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of LA SAFE. Further, upon termination of this Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to

any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of LA SAFE.

45.0 EMPLOYEE DISCLOSURE RIGHTS

The Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency where the employee believes the information discloses a violation or noncompliance with state or federal regulations; nor shall a Contractor retaliate against an employee for taking such actions as set forth in California Labor Code Sections 1101 et. seq.

46.0 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT ★

- A. LA SAFE recognizes that Contractor employees in performing this Contract may have access to information and data, either provided by LA SAFE, the public, or first generated during Contract performance, of a sensitive nature, which should not be released to the public without LA SAFE approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working under this Contract.
- B. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to LA SAFE or the Contractor, any information or recorded data provided by LA SAFE, CHP, or Caltrans or first generated by the Contractor under this Contract without first obtaining the written permission from LA SAFE. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents which could result in such disclosure, the Contractor must provide immediate advance notification to LA SAFE so LA SAFE can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the Contract and for a period of five (5) years after completion of the Contract.
- C. LA SAFE may terminate this Contract, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information. If such a disclosure occurs without the written permission from LA SAFE, LA SAFE may terminate the Contract for default, or pursue other remedies as may be permitted by law or this Contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, provisions, which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by LA SAFE.

47.0 ENGLISH REQUIREMENTS ★

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. Operators shall read, write, speak and understand English clearly. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

48.0 ADVERTISING, PUBLICITY, AND NEWS RELEASES ★

Contractor shall not, without prior written consent of LA SAFE, publish, assert, or imply that LA SAFE endorses Contractor's product or service. Unless otherwise exempted, news releases, advertising, and/or

marketing releases pertaining to this Contract shall not be made without prior written approval of LA SAFE. All requests for media, advertising, etc. shall be forwarded to LA SAFE.

49.0 CONTINUITY OF SERVICES ★

- A. General Obligations: The Contractor recognizes that the Work provided under this Contract is vital to LA SAFE and must be continued without interruption and that upon Contract termination a successor, either LA SAFE or another Contractor, may continue the Work. Upon termination of this Contract, Contractor shall accomplish a complete transition of the Work being terminated from Contractor and any subcontractors to LA SAFE, or to any replacement provider designated by LA SAFE, without any interruption of or adverse impact on the Work or any other Work provided by third parties. Contractor shall provide sufficient experienced personnel during the transition period to ensure that the Work called for by this Contract is maintained at the required level of proficiency. Contractor shall cooperate with LA SAFE and any new service provider and otherwise promptly take all steps required to assist LA SAFE in effecting a complete and orderly transition. All services related to transition shall be deemed a part of the base services and shall be performed by Contractor at no additional cost to LA SAFE.
- B. Transition Process: The Transition process shall begin on any of the following dates: (i) the date designated by LA SAFE not earlier than ninety (90) days prior to the end of the Contract; or (ii) the date any Termination Notice is delivered. Contractor's obligation to perform services and LA SAFE's obligation to pay for services shall expire upon termination, except that Contractor shall remain obligated to provide transition services for up to twelve (12) months after any such termination date at the rates set forth in the Contract.

50.0 GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be Los Angeles County, California. The term "this Contract" as used herein includes any future written amendments made in accordance herewith.

51.0 SEVERABILITY

Contractor and LA SAFE agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such a term or provision shall promptly inform the other of the presumed non-applicability of such provision.

52.0 TIMELINESS

Time is of the essence in this Contract.

53.0 REQUIREMENTS/RESTRICTIONS FOR REVENUE GENERATING OPPORTUNITIES

This Article applies to revenue generating opportunities, especially advertising, on this Contract and addresses content restrictions and LA SAFE's right of rejection, advertisement removal and approval rights.

A. Content Restrictions

The following content restrictions apply to all revenue generating opportunities under this contract as delineated in Exhibit 2, Metro's Communications Policy COM 6, Metro System Advertising, dated August 19, 2005, and subsequent revisions, which shall apply to LA SAFE and Metro. For purposes of this Contract only, any reference to the Metro System, including the phrases "transit properties" and "transit facilities", is defined to include MATIS and any reference to Metro is defined to include LA SAFE.

1. Alcohol and Tobacco Advertising

Advertising of all alcohol and tobacco products is prohibited.

2. Non-Commercial Advertising

LA SAFE does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote for sale, lease or other form of financial benefit a product, service, event or other property interest in primarily a commercial manner for primarily a commercial purpose. Exception: Governmental entities, meaning public entities specifically created by government action, may purchase advertising space for messages that advance specific government purposes. It is LA SAFE's intent that government advertising will not be used for comment on issues of public debate.

3. Other Subject Matter Restrictions

Advertising may not be displayed or disseminated if its content:

- a. Promotes or relates to an illegal activity;
- b. Contains language which is obscene, vulgar, profane or scatological;
- c. Contains images, copy or concepts that actively denigrate a specific ethnic or gender group;
- d. Contains images, copy or concepts that actively denigrate public transportation; or
- e. Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.

B. LA SAFE Right of Rejection

Beyond the above, the CONTRACTOR may review revenue-generating content according to their own guidelines of acceptability. LA SAFE does not intend to screen every individual ad, provided that the CONTRACTOR has obtained prior approval from LA SAFE as outlined in the section titled "LA SAFE Approval Rights", unless specifically requested to do so by the CONTRACTOR. LA SAFE reserves the right to reject any content submitted for display or dissemination and/or to order the removal of any advertising posted on or to be used on MATIS.

The LA SAFE Project Manager shall direct the rejection or removal of content based upon the criteria in LA SAFE's policy statement.

C. Content Removal

Removal of revenue generating content at the direction of LA SAFE and removal upon expiration or obsolescence of the content is detailed below:

1. LA SAFE reserves the right to order the removal of any revenue generating content on MATIS. Upon verbal notice by LA SAFE's Project Manager, Metro's Executive Officer of Communications or his/her designee, the CONTRACTOR shall immediately remove such content within 24 hours. Upon request, the CONTRACTOR shall furnish LA SAFE with written confirmation of such removal.
2. Items displayed by the CONTRACTOR with dated content shall carry an expiration date and be removed by the CONTRACTOR within seven (7) working days of the expiration or obsolescence of the item.
3. CONTRACTOR may be required, at LA SAFE's direction, to provide monthly and/or quarterly reports on the status of removal of expired or obsolescent items. Content of this report shall be specified by LA SAFE and shall be subject to change or modification, as LA SAFE deems necessary.

D. LA SAFE Approval Rights

Advertising developed and produced for the Contractor's own use to promote the sale of MATIS advertising or a related theme or concept and the sizes and number of such advertising shall be submitted to LA SAFE for review and approval in advance of posting. LA SAFE reserves the right to limit the amount of available time for display of such advertising to five percent (5%) of the available time and space for advertising.

The CONTRACTOR shall ensure that all appropriate approvals from LA SAFE, as delineated in this Article, Metro's Communications Policy COM 6, and the Statement of Work are obtained prior to implementation of any revenue generating operations.

LA SAFE retains the right to approval all sources, content, appearance, delivery methodology, format and use prior to release to the public. LA SAFE may at its own discretion choose to provide specific written waivers to the CONTRACTOR regarding the approval requirements.

E. Contractor's Waiver of Right to Content Restrictions

Contractor shall not contest in court of competent jurisdiction, or in any other forum, any advertising display or content restrictions or limitations identified in the Statement of Work herein, and hereby waives any right it may otherwise have to contest such restriction.

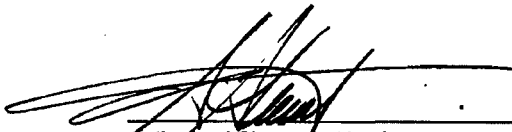
54.0 REVENUE SHARING PROVISIONS

- A. Definitions
1. "Revenue" is hereby defined as all monies received from all Revenue Generating Opportunities (RGOs) under this Contract (i.e., gross revenue) in accordance with Exhibit "3A"- Advertising and Sponsorship Projection Schedule.
 2. "Contract Quarter" shall be defined as a 3-month calendar period which begins with the first period being the effective date of the Contract.
 3. "Cumulative Revenue" shall be defined as the sum of Revenue from contract inception
- B. If Contractor's actual quarterly cumulative revenue exceeds the defined cumulative revenue in Exhibit "3B"- Cumulative Quarterly Revenue Generating Schedule, in any contract quarter, Contractor shall share the additional revenue with LA SAFE in the form of a "Credit" to LA SAFE at the rate of 40% of the actual quarterly cumulative revenue above the defined revenue in Exhibit "3B". Any such Credit is in addition to the monthly Guaranteed Cost Offset. When applicable, the Contractor shall calculate the total cumulative Credit amount due to LA SAFE within 30 days after the end of each contract quarter and apply the Credit due (cumulative Credit due to LA SAFE minus Credit already provided) toward the next invoice(s). At the end of each Contract Year, LA SAFE will issue a Contract Modification to reduce the Contract NTE Amount by the amount of the Credit due. If there are no additional invoices against which a Credit can be taken, Contractor shall provide payment to LA SAFE in the form of a check within 60 days after the end of that contract quarter.
- C. If Contractor's actual quarterly cumulative revenue falls short of the defined quarterly cumulative revenue in Exhibit "3B" for any reason, the shortfall shall not trigger an adjustment in the guaranteed offset and/or contract price to LA SAFE.
- D. Contractor shall provide data supporting actual revenue from RGOs to LA SAFE on a quarterly basis within 30 days after each Contract quarter. Such data shall be subject to audit by LA SAFE under Article 23.0, Audit Rights, of the Contract.

55.0 ENTIRE AGREEMENT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between LA SAFE and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

**IBI GROUP
(CONTRACTOR)**


Authorized Signature No. 1

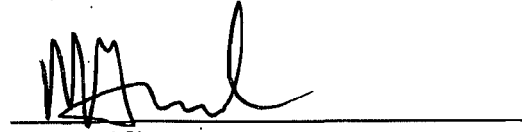
Sun Stewart Managing Director
Name/Title


Authorized Signature No. 2

Derek Sims, Director
Name/Title

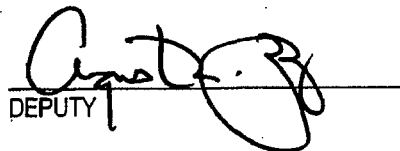
Tax I.D. No.: 95-326-8721

**LOS ANGELES COUNTY SERVICE AUTHORITY
FOR FREEWAY EMERGENCIES (LA SAFE)**


Authorized Signature

Mike Greenwood, DEO
Name/Title

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By: 
DEPUTY

Date: _____

EXHIBIT 1 TO CONTRACT NO. 06SAFE035

REQUEST FOR FINAL PAYMENT

(NOTE: Contractor must be complete and submit this certification with the final invoice for this contract.)

1. I hereby certify to the best of my knowledge and belief that:
 - A. This Payment Request represents a true and correct statement of the Work performed;
 - B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
 - C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from METRO.

2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to METRO a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which METRO may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

EXHIBIT 2 TO CONTRACT NO. 06SAFE035

COMMUNICATIONS POLICY COM 6 METRO SYSTEM ADVERTISING

POLICY STATEMENT

The Los Angeles County Metropolitan Transportation Authority (Metro) has determined that allowing revenue-generating advertising which does not compromise public or employee safety to be placed in designated areas on its transit properties is a responsible means of maximizing use of the authority's capital investments. Therefore Metro may enter into contracts with outside vendors to sell and display advertising on Metro buses, trains and transit facilities for the sole purpose of generating revenue. Issuance of such contracts must be in accordance with Metro's procurement policies and approved by Metro's Board of Directors. Locations for revenue-generating advertising may include but are not limited to: interiors and exteriors of buses, interiors and exteriors of rail cars, interiors of rail stations, and fixed outdoor displays on Metro property. Metro reserves the right to reject any advertising based upon its guidelines for acceptable advertising content contained in this policy statement.

Metro has further determined that advertising on its own properties is a valuable means of communicating with its customers. Therefore Metro explains and promotes its transit services through the dissemination of information onboard the Metro Bus and Metro Rail systems. Informational advertising space is limited, and reserved exclusively for Metro transit information. All messages and materials distributed by this means are prepared, approved and/or authorized by the Chief Communications Officer or their designee.

PURPOSE

To clearly define the use of Metro's revenue-generating advertising space and informational advertising space throughout the Metro System.

APPLICATION

This policy and its procedures apply to all Metro employees, consultants and Board members.

1.0 PROCEDURES

The display of paid (revenue-generating) advertising carries with it a responsibility to protect the agency from potential litigation and to recognize the potential association of advertising images with Metro services while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is not Metro's intent to create a public forum through the acceptance of advertising.

At the same time, Metro's ability to reach its customers directly is crucial to adequate dissemination of transit information. Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space as well as on-board "take-one" boxes and in-station Variable Message Signs) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. Metro's Communications

department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

1.1 Revenue-Generating Advertising

Metro contracts with outside vendors to sell and display advertising on bus and rail vehicles and facilities for the sole purpose of generating revenue. Metro does not sell or post advertising directly. Vendors for such contracts are solicited through competitive bids which must conform to Metro's procurement procedures and be approved by Metro's Board of Directors. Such agreements may dedicate no more than 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for Metro's own transit-related information.

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses and rail cars (see restrictions in Section 1.1.5 below), interior display frames in bus and rail vehicles, back-lit map cases inside stations, automated public toilets and other fixed outdoor displays on Metro property, electronic Variable Message Signs (VMS) on station platforms, banner ads on Metro's website, space in Metro's printed brochures, timetables and other publications and printed materials, and any other location approved by Metro's Board of Directors.

Content restrictions for advertising displayed through these arrangements are as follows:

1.1.1 Alcohol and Tobacco Advertising

Advertising of all alcohol and tobacco products is prohibited.

1.1.2 Non-Commercial Advertising

Metro does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote for sale, lease or other form of financial benefit a product, service, event or other property interest in primarily a commercial manner for primarily a commercial purpose.

Exception: Governmental entities, meaning public entities specifically created by government action, may purchase advertising space for messages that advance specific government purposes. It is Metro's intent that government advertising will not be used for comment on issues of public debate.

1.1.3 Other Subject Matter Restrictions

Advertising may not be displayed if its content:

Promotes or relates to an illegal activity;

Contains language which is obscene, vulgar, profane or scatological;

Contains images, copy or concepts that actively denigrate a specific ethnic or gender group;

Contains images, copy or concepts that actively denigrate public transportation; or

Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.

1.1.4 Metro's Right of Rejection

Beyond the above, Metro's vendors may review advertising content according to their own guidelines of acceptability. Metro does not screen individual ads submitted to its vendors prior to posting unless specifically requested to do so by the vendors. Nevertheless, in all contracts Metro reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

1.1.5 Wraps and Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from obscuring window surfaces on Metro vehicles as follows:

Buses: No more than 30% of the vehicle's total window surface, and no more than 50% of the window surface of any bus side, may be covered by vinyl window graphics. (Note: this excludes the front window surface, which may not be covered in any manner.)

Rail Cars: No windows may be covered on rail cars.

Metro Rapid: No wrapped advertising, bus backs or oversized king ads are permitted on Metro Rapid vehicles or on any articulated buses.

1.2 Informational Advertising

Metro has several unique distribution channels at its disposal for disseminating transit information for which it incurs no "space" cost (the fee charged for advertising space). These distribution channels include, but are not limited to: "take-one" boxes on board Metro Buses and Metro Rail trains, "take-one" racks at Metro Customer Centers, back-lit and non-lit map cases inside Metro Rail stations and on Metro Bus Stop poles, advertising kiosks at select Metro Rail stations, electronic Variable Message Signs (VMS) on Metro Rail platforms, and interior rail posters on board Metro Rail trains.

In addition, as specified in Section 1.1, Metro has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.

Acceptable information for these distribution channels is categorized as follows:

1.2.1 Regular Transit Information

Regular transit information is prepared by the Metro's Communications department in accordance with its annual strategic planning process as well as upon request from other internal departments. Regular transit information includes, but is not limited to: service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.

1.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of Metro services (i.e. "Go Metro to Fiesta Broadway"). Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

1.2.3 "Added Value" Materials

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to provide "added value" materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for Metro Bus and Metro Rail customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Metro logo and other wording approved by Metro's Communications Department to indicate that the offer is specifically designed for Metro Bus and Metro Rail customers. Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any added value programs must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

DEFINITION OF TERMS

Added Value Materials: Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion: A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Exterior King Ad: Large ad measuring 144" x 30" displayed on the sides of Metro Buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail light or "Tail" Ad: Smaller ad measuring 48" x 15 ½" or 72" x 21" displayed on the rear of Metro Buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities: Public entities specifically created by government action.

Interior Bus Car Card: A 28" x 11" poster that mounts above the seats in Metro Buses to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Interior Rail Poster: A 21" x 22 ¼" poster that mounts in frames on the walls of Metro Rail cars, used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Map Cases: Fixed cases in Metro Rail stations that hold a 46¾" x 46¾" display, usually back-lit. Used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Non-Commercial Advertising: A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction.

Take-One: A printed brochure measuring 3½" x 8½" placed inside Metro Buses or Metro Rail trains, used to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Take One Box: A metal rack or plastic holder installed on the interior of Metro Buses and Metro Rail trains designed to hold approximately 40 take-ones. Many Metro Buses have a multi-pocket rack in addition to 2 plastic take-one boxes; most Metro Rail cars have from 2 to 6 plastic take-one boxes.

Variable Message Signs (VMS): Electronic sign boards in Metro Rail stations controlled from the Rail Operations Control Center that scroll through a series of written messages. Used to provide information on safety, pass & token sales locations, service changes, emergency announcements and other matters relevant to the use of the Metro System.

Vinyl Window Graphics: An adhesive vinyl super-graphic which covers a portion of the window surface of a bus or rail vehicle. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.

3.0 RESPONSIBILITIES

Communications Department: Prepares all messages and materials for dissemination on board Metro Buses and Metro Rail trains; administers the distribution/display of transit information; tracks/coordinates the availability and use of Metro's unique information distribution channels.

Mailroom: Distributes quantities of take-ones to Metro Operating Divisions and Customer Centers according to distribution list prepared by project managers in Communications.

Operators and Service Attendants: Physically place take-ones on buses/trains for distribution to the public.

Advertising Vendors: Sell, post and maintain all revenue-generating advertising on Metro properties; implement Metro's policies on revenue-generating advertising; post all Metro informational advertising according to instructions from Metro's Communications Department.

Chief Communications Officer (or designee): Reviews and approves/rejects all cross-promotions and added value programs using Metro's unique distribution channels based upon the criteria in this policy statement; enforces Metro's right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.

4.0 FLOWCHART

Not Applicable

5.0 REFERENCES

Not Applicable

6.0 ATTACHMENTS

Not Applicable

7.0 PROCEDURE HISTORY

03/23/00	Original policy adopted by Metro's Board of Directors.
01/27/05	Policy amended by Board of Directors to permit advertising on Metro Rapid vehicles.
06/22/06	Policy amended by Board of Directors to permit non-traditional advertising displays and advertising on rail car exteriors.

**EXHIBIT 3A
ADVERTISING AND SPONSORSHIP PROJECTION SCHEDULE**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
IVR Sponsored Message											
Average calls per month	400,000	400,000	420,000	441,000	463,050	486,203	510,513	536,038	562,840	590,982	
Annual Rev. Projection	\$ 18,000	\$ 72,000	\$ 80,640	\$ 89,964	\$ 100,019	\$ 110,854	\$ 122,523	\$ 135,082	\$ 148,590	\$ 163,111	\$ 1,040,783
Revenue per Call	\$ 0.015	\$ 0.015	\$ 0.016	\$ 0.017	\$ 0.018	\$ 0.019	\$ 0.020	\$ 0.021	\$ 0.022	\$ 0.023	
Travelers Services											
Average Calls Per Month			40,500	43,650	46,958	50,430	54,077	57,906	61,926	66,147	
Annual Rev. Projection		\$ 218,700	\$ 400,707	\$ 512,776	\$ 571,880	\$ 624,588	\$ 680,971	\$ 728,250	\$ 805,674	\$ 854,357	\$ 4,543,547
Revenue per Call		\$ 0.450	\$ 0.765	\$ 0.910	\$ 0.945	\$ 0.963	\$ 0.980	\$ 0.980	\$ 1.015		
IVR Transfer Airport & Transit											
Average Calls Per Month		30,000	30,000	31,500	33,075	34,729	36,465	38,288	40,203	42,213	
Annual Rev Projection	\$ 13,500	\$ 27,000	\$ 48,195	\$ 51,597	\$ 56,261	\$ 60,168	\$ 64,325	\$ 67,541	\$ 73,451	\$ 78,366	\$ 462,036
Revenue per Call	\$ 0.038	\$ 0.075	\$ 0.128	\$ 0.130	\$ 0.135	\$ 0.138	\$ 0.140	\$ 0.140	\$ 0.145		
Web Banners/Click Through Adv.											
Average Page Views per Month	1,200,000	2,000,000	2,750,000	3,000,000	3,240,000	3,499,200	3,779,136	4,081,467	4,407,984	4,760,623	
Annual Rev Projection	\$ 31,680	\$ 211,200	\$ 455,400	\$ 720,000	\$ 1,049,760	\$ 1,461,266	\$ 1,999,919	\$ 2,571,324	\$ 2,935,717	\$ 3,341,957	\$ 14,778,224
Revenue per Page View	\$ 0.009	\$ 0.009	\$ 0.014	\$ 0.020	\$ 0.027	\$ 0.035	\$ 0.044	\$ 0.053	\$ 0.056	\$ 0.059	
Annual Ad Revenue	\$ 49,680	\$ 296,700	\$ 781,740	\$ 1,258,866	\$ 1,714,152	\$ 2,200,261	\$ 2,807,197	\$ 3,451,702	\$ 3,880,098	\$ 4,384,193	\$ 20,824,590
Technical & Proj Mgmt. of Ads	\$ (34,421)	\$ (91,779)	\$ (94,957)	\$ (98,530)	\$ (101,124)	\$ (105,972)	\$ (108,895)	\$ (112,873)	\$ (116,774)	\$ (120,628)	\$ (985,953)
Ad Mktg & Management	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (2,000,000)
Ad Sales Cost	\$ (122,000)	\$ (285,000)	\$ (350,000)	\$ (370,255)	\$ (439,500)	\$ (500,000)	\$ (500,000)	\$ (500,000)	\$ (500,000)	\$ (500,000)	\$ (4,066,755)
Ad Buyer Cost (Discount)	\$ (7,452)	\$ (44,505)	\$ (117,261)	\$ (188,830)	\$ (257,123)	\$ (330,039)	\$ (421,080)	\$ (517,755)	\$ (582,015)	\$ (657,629)	\$ (3,123,688)

TOTAL AD COST	\$ (363,873)	\$ (621,284)	\$ (762,218)	\$ (857,615)	\$ (997,747)	\$ (1,136,011)	\$ (1,229,975)	\$ (1,330,628)	\$ (1,398,789)	\$ (1,478,257)	\$ (10,176,396)
Ad Revenue Net of Cost	\$ (314,193)	\$ (324,584)	\$ 19,522	\$ 401,251	\$ 716,405	\$ 1,064,250	\$ 1,577,223	\$ 2,121,074	\$ 2,481,309	\$ 2,905,936	\$ 10,648,194
Guaranteed Offset	\$ -	\$ -	\$ 13,590	\$ 311,293	\$ 582,115	\$ 745,375	\$ 1,103,920	\$ 1,484,728	\$ 1,736,857	\$ 2,033,931	\$ 8,011,809

Assumed Annual Gross Revenue*	\$ 363,873	\$ 621,284	\$ 775,808	\$ 1,168,908	\$ 1,579,862	\$ 1,881,386	\$ 2,333,895	\$ 2,815,356	\$ 3,135,646	\$ 3,512,188	\$ 18,188,205
Cumulative Gross Revenue	\$ 363,873	\$ 985,157	\$ 1,760,965	\$ 2,929,873	\$ 4,509,734	\$ 6,391,121	\$ 8,725,015	\$ 11,540,371	\$ 14,676,017	\$ 18,188,205	\$ 18,188,205
[Basis for Revenue Sharing Calculation]											
* Calculated as the Guaranteed Offset minus projected Total Ad Cost											

**EXHIBIT 3B TO CONTRACT NO. 06SAFE035
Cumulative Quarterly Revenue Generating Schedule**

	<u>Q1</u>		<u>Q2</u>		<u>Q3</u>		<u>Q4</u>
Year 1	\$ 90,968	\$	181,937	\$	272,905	\$	363,873
Year 2	\$ 519,194	\$	674,515	\$	829,836	\$	985,157
Year 3	\$ 1,179,109	\$	1,373,061	\$	1,567,013	\$	1,760,965
Year 4	\$ 2,053,192	\$	2,345,419	\$	2,637,646	\$	2,929,873
Year 5	\$ 3,324,838	\$	3,719,803	\$	4,114,769	\$	4,509,734
Year 6	\$ 4,980,081	\$	5,450,427	\$	5,920,774	\$	6,391,121
Year 7	\$ 6,974,594	\$	7,558,068	\$	8,141,541	\$	8,725,015
Year 8	\$ 9,428,854	\$	10,132,693	\$	10,836,532	\$	11,540,371
Year 9	\$ 12,324,283	\$	13,108,194	\$	13,892,106	\$	14,676,017
Year 10	\$ 15,554,064	\$	16,432,111	\$	17,310,158	\$	18,188,205

06SAFE035 - MATIS Form of Contract - Exhibit 3B - Cumulative Quarterly Revenue Generating Schedule
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Motorist Aid and Traveler Information System (MATIS)

ATTACHMENT A STATEMENT OF WORK

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1. INTRODUCTION

The Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), in partnership with the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), the San Bernardino Associated Governments (Sanbag), the Ventura County Transportation Commission (VCTC) and the California Department of Transportation (Caltrans), is seeking proposals from qualified firms to develop, deploy, operate and maintain the Motorist Aid and Traveler Information System (MATIS). MATIS shall consist of the following functions:

- 1) An automated Traveler Information System (511) comprised of an interactive voice response (IVR) telephone system and a web portal capable of providing a variety of traveler-related information to the public;
- 2) A Call Center capable of handling calls for the Kenneth Hahn Call Box System, the #399 Non-Emergency Wireless Motorist Aid Program, and traveler information calls that cannot be handled by the IVR or require operator assistance; and
- 3) A fleet monitoring and reporting system for the Freeway Service Patrol (FSP).

MATIS must be able to support a full deployment of the aforementioned functions within Los Angeles County while supporting the deployment of the automated Traveler Information System throughout the five-county Southern California region (the "Region"), which consists of Los Angeles, Orange, Riverside, San Bernardino and Ventura counties. This Statement of Work (SOW) establishes the service requirements and the scope of work that are needed in order to develop, deploy, operate and maintain MATIS.

2. BACKGROUND

LA SAFE and its partner agencies are responsible for providing a variety of transportation, transit and/or motorist-aid services in their respective counties. Recognizing that travelers in and through the Region will benefit from a comprehensive and easily-accessible regional traveler information system, the regional partners have come together to identify the need to implement a traveler information system using the National 511 telephone number and the deployment concepts and guidelines associated with "511". Various 511 systems have been deployed across the nation providing a broad range of information (see, for example, www.ops.fhwa.dot.gov/511/index.htm). Within the Region there is currently in operation the *800-Commute* and *CommuteSmart.Info* systems that provides some of the functionality of a 511 system. With the projected continued growth of population and traffic congestion in the Region and the success of other 511 traveler information systems implemented throughout the nation, it has been concluded that it would be beneficial to deploy and operate a traveler information system for the Region that supports all travel modes and services accessible via the national 511 traveler information number.

In addition to Traveler Information (511) system for the Region, MATIS will provide LA SAFE with a call center to support the call box system, #399 program, and 511 system; and a fleet monitoring system in support of the FSP program. The call center and FSP fleet monitoring functions are only to be provided for Los Angeles County and not the Region. The call box system is a system of roadside wireless telephones that provide motorists with a means of requesting assistance. The #399 program is similar to the call box system in that it allows users to request motorist aid; however instead of using a roadside call box, the user is able to use their own cell phone and dial #399 to request assistance. FSP is a program that assists motorists stranded on Los Angeles County freeways by operating tow trucks that patrol freeway segments and provide a limited menu of free services geared towards getting the vehicle operational or removing the vehicle and motorist from the freeway.

3. GOALS AND OBJECTIVES

The goals of MATIS are:

1. Provide a scalable, comprehensive, efficient and effective 511 travel information system for the Region.
2. Provide Los Angeles County with a scalable, comprehensive, efficient and effective motorist-aid system that integrates and streamlines the existing Call Box, #399, and FSP fleet monitoring and reporting services.

To achieve these goals, LA SAFE has established the following objectives:

1. Seek proposals from qualified firms to deploy MATIS as described and specified in this SOW.
2. Award a contract to a single Contractor (the "CONTRACTOR") for the deployment, operation, maintenance, and enhancement of MATIS for an initial period of six (6) years plus two two-year options.
3. Provide a single comprehensive point of contact for traveler information, which can be accessed via multiple distribution channels including but not limited to telephonic and web-based channels.
4. Provide full coverage over the Region, which shall include the integration of information, data, and resources from various agencies, for traveler information via the nationally recognized three digit telephonic 5-1-1 exchange.
5. Provide a fully automated 511 IVR system and telephone interface that minimizes the use of human attendants.
6. Provide a comprehensive Web portal through which travelers can obtain real-time and other less real-time but current and effective multi-modal traveler information.
7. Streamline and improve current LA SAFE Call Center operations for motorist-aid calls while decreasing the overall cost of operations.
8. Develop and deploy a system that is easy to use, operate and maintain and that has the ability to easily grow and accommodate the incorporation of new and/or enhanced services, distribution channels and partners/coverage area.
9. Deploy a system that enables the smooth and efficient integration and interoperability with neighboring and other regional 511 traveler information systems.

To help achieve these goals and objectives, this SOW has been developed with the following conditions:

1. The contract will be multi-phased, comprising a Development and Deployment phase, and an Operation and Maintenance (O&M) phase.
2. The contract will be a performance-based contract with CONTRACTOR being solely responsible for providing the systems, services, and work in accordance with this SOW and the associated performance and service-level requirements.
3. A baseline implementation of MATIS will take place during the Development and Deployment phase followed by enhancements to the baseline.
4. CONTRACTOR will be responsible for all systems, equipment, and software necessary to develop, deploy, and continuously operate and maintain MATIS over the life of the contract.

4. GENERAL REQUIREMENTS

All requirements specified in this document and its attachments are mandatory. CONTRACTOR shall develop, deploy, operate, and maintain MATIS in accordance with all requirements.

4.1. Project Phases

This contract is comprised of two phases: Phase 1 – MATIS Development and Deployment and Phase 2 – MATIS Operations and Maintenance. CONTRACTOR shall perform all work required to ensure the completion of each Phase.

Phase 1 consists of three steps: Step 1 – Startup (Baseline); Step 2 - Near-Term Enhancement (NTE), and Step 3 – Long-Term Enhancement (LTE).

CONTRACTOR shall ensure that Step 1 - Startup is completed within six (6) months from the issuance of the contract Notice to Proceed.

Step 2 - NTE may be conducted concurrently with Step 1 - Startup. During this Step, CONTRACTOR shall add new services to MATIS as defined in this SOW. The goal is to have Step 2 - NTE completed within twelve (12) months after the completion of Step 1 - Startup.

Step 3 - LTE may be conducted concurrently with Step 2 – NTE. During this step, CONTRACTOR shall determine the feasibility and generate plans for adding additional services and functionality to MATIS.

Phase 2 shall start after the completion of Step 1 – Startup and shall continue for the term of the contract. CONTRACTOR shall perform Phase 2 concurrently with Steps 2 and 3 of Phase 1.

4.2. MATIS Baseline

The MATIS system developed during Phase 1, Step 1 – Startup, shall be a baseline implementation of MATIS and shall be known as the MATIS Baseline.

4.3. General Responsibilities

1. CONTRACTOR shall be responsible for:
 - a. Designing, building, and deploying the MATIS Baseline in Step 1 - Startup.
 - b. Operating and maintaining MATIS during Phase 2.
 - c. Continually providing improvements and optimizations to MATIS during Phase 2.
 - d. Designing, building, and deploying new services in Step 2 – NTE.
 - e. Working with LA SAFE and its partners to identify new and enhanced services for possible implementation and deployment in Step 3 – LTE.
 - f. Provide all systems, equipment, and software necessary to develop, deploy, and continuously operate MATIS over the life of the contract.
2. LA SAFE shall be the sole point of contact for CONTRACTOR under this contract. CONTRACTOR shall not contact Regional partners directly unless specifically authorized by LA SAFE.
3. All information disseminated to the public through MATIS by any means shall be under the direct authorization of LA SAFE. LA SAFE may, at its discretion, authorize CONTRACTOR to

disseminate specific classes of information (such as Amber Alerts and News Alerts) based on the timeliness of the information or other such factors if authorization cannot be obtained in a timely manner.

4. All information content provided through the Web Portal shall be authorized by LA SAFE prior to publication by CONTRACTOR. CONTRACTOR shall not alter existing content nor publish new content without approval by LA SAFE.
5. All equipment provided in any phase of this Project by CONTRACTOR that is to be installed in facilities provided by LA SAFE shall be new products and shall have been obtained specifically for this Project unless the equipment was previously installed in the Project, became defective, and has been repaired.

5. TASKS

The following tasks provide scoping information only. CONTRACTOR may provide its own task list as long as all required work and deliverables are accounted for.

5.1. Project Management

CONTRACTOR shall identify an individual who shall be appointed to serve as CONTRACTOR's Project Manager in order to supervise the successful completion of the project. This individual will be considered key personnel and will be named in the contract documents. Any change of CONTRACTOR's Project Manager during the term of the contract must be approved by LA SAFE.

CONTRACTOR's Project Manager shall manage *all phases of the project* in such a way as to provide the most benefit and greatest risk reduction without impeding progress on the work necessary to successfully develop, deploy, and operate and maintain MATIS. CONTRACTOR's Project Manager shall be responsible for the following tasks:

5.1.1. Project Planning

1. CONTRACTOR shall provide the systems and processes required for CONTRACTOR's Project Manager to plan, organize, and control surveillance and reporting of overall contract activities to ensure disciplined performance of work and timely application of resources necessary for completion of all work identified in this SOW. These systems and processes shall be adequate to assure completion of all project technical, schedule, and cost objectives.
2. CONTRACTOR shall develop and implement a Project Management Plan (PMP). The PMP shall address CONTRACTOR's management of all systems, functions, technology insertion, subcontractors and data requirements described in this SOW. As a minimum, the PMP shall include the following:
 - a. A work breakdown structure (WBS) that defines and identifies all task elements that will be used in the project.
 - b. A detailed work plan that describes, for each task/subtasks identified in the WBS, the objective(s) of the task, how the objectives will be met, the responsibilities of CONTRACTOR and LA SAFE in completing the task, the task deliverable(s), and the completion criteria for the task/subtask. Each and every deliverable identified in Section 5 of this SOW shall be accounted for in the work plan. Additionally, the work plan shall account for all the items identified in Attachment A-2.
 - c. An integrated master schedule defining all tasks and deliverables associated with the project. Task and deliverable identification shall be consistent with the WBS.
 - d. A staffing plan that shows how staff will be allocated to the tasks identified in the WBS and in the master schedule and their roles and responsibilities.
 - e. An Organization Chart that identifies the management reporting structure and all personnel by location, including subcontractors.
 - f. A Risk Management plan/approach that shall identify, evaluate, manage, and control the technical, cost, and schedule related risks associated with all aspects of the project.
 - g. A Configuration Management and Data Management plan/approach that shall indicate how CONTRACTOR will perform configuration and data management throughout the term of the contract and how they will be integrated into its engineering, design, test, quality, procurement, and subcontract organizations.

- h. A Quality Assurance plan/approach that shall indicate how CONTRACTOR will assure the quality of all deliverables and the quality of the services MATIS provides to its users. CONTRACTOR shall include in the plan/approach how it will determine each of the following for MATIS:
 - i. The extent to which each service is used
 - ii. How resources are being used in providing each service
 - iii. How well each service meets MATIS goals and objectives
 - iv. How well each service functions
 - v. How well each service meets the needs of users
 - i. A Performance Monitoring plan/approach for monitoring and recording performance measures set forth in Section 3.8 of Attachment A-1.
 - j. A Communication plan/approach for communicating project issues, scope changes, requirements changes, status and review meetings, and other forms of communications.
 - k. An Issue Tracking and Reporting process that describes how the Project Manager will track and manage issues that arise during the project.
 - l. A Maintenance plan/approach for providing scheduled maintenance to all hardware and software assets that will be used in the project in such a way that the overall system availability requirement will be satisfied at all times during the term of the contract. The Plan shall include patch management strategies to ensure that all software systems are properly patched with manufacturer-approved security and other patches within twenty four (24) hours from the time the patch is issued for all patches with the highest severity level specified by the manufacturer. The Plan shall also anticipate hardware and software upgrades over the life of the contract, including hardware that goes beyond its specified end-of-life.
 - m. An Emergency Operations plan/approach for handling human-made, technical, and natural emergencies.
3. CONTRACTOR shall deliver a draft of the PMP to LA SAFE for review within ten (10) business days after the contract Notice to Proceed; a final version shall be delivered within thirty (30) calendar days after the contract Notice to Proceed.

Deliverables

CONTRACTOR shall deliver and maintain the following documents:

- PMP-1: Project Management Plan (draft and final)

5.1.2. Project Status

1. CONTRACTOR shall schedule and conduct Project Status Meetings (PSMs) with LA SAFE for the work performed on this contract. The meetings shall be scheduled weekly during the Development Phase (Phase 1) and monthly during the Operation and Maintenance phase (Phase 2) at a time to be mutually agreed upon between CONTRACTOR and LA SAFE. CONTRACTOR shall ensure that the meetings provide LA SAFE with insight into CONTRACTOR's, subcontractors', and vendors' overall technical, schedule, and cost performance and status.
2. CONTRACTOR shall provide a meeting agenda to LA SAFE for all PSMs at least one (1) business day prior to each meeting.

3. CONTRACTOR shall within two business days after each PSM provide minutes or summaries of each PSM to LA SAFE for approval. After approval, CONTRACTOR shall distribute the minutes/summaries to meeting participants and any other individuals or organizations identified by LA SAFE.
4. CONTRACTOR shall implement the issue-tracking process as described in the PMP to track issues that are raised during PSMs. An issue log shall be maintained for the life of the contract and the portion of the log identifying open and recently-closed issues shall be included in the PSRs. Each entry in the issue log shall contain as a minimum:
 - a. The Date the issue was logged.
 - b. The Date the issue's resolution is due.
 - c. The status of the issue (open, closed, etc.).
 - d. The resolution of the issue, if the issue is closed.
 - e. The party responsible for resolving the issue.
 - f. The priority of the issue.
5. CONTRACTOR shall prepare and submit to LA SAFE within five (5) business days after the end of each calendar month a Project Status Report (PSR) that addresses the following items for the reporting period:
 - a. A summary of all work performed;
 - b. Contract deliverables provided;
 - c. Summaries of MATIS performance measures;
 - d. Summary of solicited and unsolicited feedback obtained from the public from any source and if resolved, what the resolution was and when/how the resolution was communicated to the public. CONTRACTOR shall ensure that all responses are approved by LA SAFE prior to CONTRACTOR implementation, unless the issue in question is one that requires immediate attention;
 - e. The master schedule tracking activity/task progress and any deviations from the schedule along with a narrative description of the reason for any deviation;
 - f. Actual versus planned work and costs;
 - g. Summary of issues and resolutions;
 - h. All work, deliverables, and significant activities planned for the next reporting period;
 - i. Any new issues and concerns that need to be addressed by LA SAFE.
6. CONTRACTOR shall prepare and submit to LA SAFE within two (2) calendar months after the end of the calendar year an Annual Project Review Report that addresses the following items for the previous calendar year, provided that MATIS has been in operation for at least two months of the year:
 - a. A consolidated summary of all items covered in the monthly PSRs for the reporting period.
 - b. An evaluation of MATIS service offerings to the public in accordance with the Quality Assurance Plan developed in Task 5.1.1.

Deliverables

- PMS-1: Project Status Meetings
- PMS-2: Project Status Meeting Agendas
- PMS-3: Project Status Meeting Minutes/Summaries
- PMS-4: Project Status Reports
- PMS-5: Annual Project Review Report

5.1.3. Technical Reviews

1. CONTRACTOR shall schedule and conduct a Baseline System Design Review (BSDR) to demonstrate that CONTRACTOR's preliminary designs have been completed for all developmental items identified in the System Requirements Analysis document (Task 5.2.1), and that CONTRACTOR is prepared to enter into detailed design activities for this step. The objectives of the BSDR include demonstration by CONTRACTOR that:
 - a. All requirements for the MATIS Baseline are met by the preliminary design;
 - b. The integrated design solution meets applicable performance and functional requirements;
 - c. The design is verifiable, and the technical, cost, and schedule risks can be accommodated within the project scope.
2. CONTRACTOR shall schedule and conduct an Enhanced System Design Review (ESDR) to demonstrate that CONTRACTOR's preliminary designs have been completed for all developmental items identified in the updated System Requirements Analysis document (Task 5.3.1), and that CONTRACTOR is prepared to enter into detailed design activities for this step. The objectives of the ESDR include demonstration by CONTRACTOR that:
 - a. All requirements for NTE services are met by the preliminary design;
 - b. The integrated design solution meets applicable performance and functional requirements;
 - c. The design is verifiable, and the technical, cost, and schedule risks can be accommodated within the project scope.
3. At all technical reviews, CONTRACTOR shall develop and present data and respond to Review Item Discrepancies (RID's) generated by LA SAFE. After approval by LA SAFE, CONTRACTOR shall implement the actions resulting from RIDs.
4. At least ten (10) business days prior to each technical review, CONTRACTOR shall coordinate with LA SAFE and establish the objectives and the entrance and exit criteria for each review. At least five (5) business days prior to each review, CONTRACTOR shall present to LA SAFE rationale that confirms CONTRACTOR meets the entrance criteria for the review, that all documentation required by individual data requirements is on schedule to be available at the Review, that the information is available to meet the review objectives and that there is a reasonable expectation that the exit criteria can be met.

Deliverables

- PMR-1: Baseline System Design Review Objectives with Entrance and Exit Criteria
- PMR-2: Baseline System Design Review
- PMR-3: Enhanced System Design Review Objectives with Entrance and Exit Criteria
- PMR-4: Enhanced System Design Review

5.2. Phase 1: Step 1 – Startup (Baseline)

CONTRACTOR shall design, build, integrate and test, and deploy the MATIS Baseline in accordance with the functional requirements in Section 2.1 of Attachment A-1.

5.2.1. Baseline System Analysis

5.2.1.1. General Baseline Requirements Analysis

CONTRACTOR shall analyze the high-level MATIS Baseline requirements in Section 2.1 of Attachment A-1 and develop more detailed requirements to a sufficient level that the high-level requirements can be fully implemented within the time and scope of the project.

CONTRACTOR shall document the result of the analysis in a System Requirements Analysis document. This document shall be reviewed and approved by LA SAFE prior to any other Phase 1 activities. Once approved, it shall be placed under configuration control and maintained by CONTRACTOR for the life of the project, and any changes to system requirements shall be incorporated therein.

CONTRACTOR shall include in the System Requirements Analysis document a Requirements Traceability Matrix that traces all requirements resulting from the analysis back to the SOW.

Deliverables:

- BSA-1: System Requirements Analysis document

5.2.1.2. Baseline IVR Requirements Analysis

CONTRACTOR shall analyze the functional requirements for the IVR in Section 2.1.1.1 of Attachment A-1 and develop detailed IVR requirements.

CONTRACTOR shall work with LA SAFE to assess Regional needs and requirements regarding how to support traveler information via the IVR.

CONTRACTOR shall develop the requirements for call flows and dialog specifications for the Region. As a starting point, CONTRACTOR shall use the existing 800-Commute dialog specification provided in Appendix F of Attachment A-1.

CONTRACTOR shall develop detailed requirements for interfacing the IVR to the Metro Trip Planner. Basic interface concepts are provided in Appendix D of Attachment A-1.

CONTRACTOR shall document the results of the analysis in the System Requirements Analysis document.

Deliverables:

- BSA-1: Include in the System Requirements Analysis document

5.2.1.3. Baseline Web Portal Requirements Analysis

CONTRACTOR shall work with LA SAFE to assess Regional needs and requirements regarding how to support traveler information via the Web. It is the intent that the Web Portal will have a "511" domain name that shall be registered to and owned by LA SAFE on behalf of the Region.

The Region currently provides the www.commutessmart.info web site that provides certain traveler information content. LA SAFE has decided that at a minimum, commutesmart.info shall be accessible/integrated via the MATIS Web Portal as the rideshare site. CONTRACTOR shall analyze the commutesmart.info web site and determine how best to access the existing content , including

existing links and functionality, through the Web Portal. CONTRACTOR shall not be responsible for managing Rideshare content on the commutesmart.info site, nor the operation of that site.

CONTRACTOR shall analyze the web sites of each of the Regional Partners and determine how links to these existing web sites and web content pertinent to MATIS can be incorporated into the Web Portal.

CONTRACTOR shall document the results of the analysis in the System Requirements Analysis document.

Deliverables:

- BSA-1: Include in the System Requirements Analysis document

5.2.1.4. Baseline TI Data Collection Requirements Analysis

CONTRACTOR shall work with LA SAFE to identify all data sources needed to support Regional IVR and Web Portal needs and ensure that requirements to obtain the data from the sources are analyzed and included. Appendix C of Attachment A-1 provides an initial list of data sources.

CONTRACTOR shall document the results of the analysis in the System Requirements Analysis document.

Deliverables:

- BSA-1: Included in the System Requirements Analysis document

5.2.1.5. Baseline Call Center Requirements Analysis

CONTRACTOR shall work with LA SAFE to analyze the Call Center requirements in Section 2.1.2 of Attachment A-1. In conducting the analysis, CONTRACTOR shall meet with the following organizations:

1. The Los Angeles County Call Box Answering Center (LA CBAC) currently located in Redondo Beach, CA, which has primary responsibility for answering call box and #399 calls.
2. The Los Angeles County Call Box Operations Center (LA CBOC), which has primary responsibility for operating and maintaining call boxes.
3. The Los Angeles County Metropolitan Transportation Authority (Metro), which operates the Los Angeles County regional transit system information to the public via a call center.
4. The California Highway Patrol (CHP), which has law enforcement responsibility over freeways and state highways.

CONTRACTOR shall document the results of the analysis in the System Requirements Analysis document.

Deliverables:

- BSA-1: Include in the System Requirements Analysis document

5.2.1.6. FSP Fleet Monitoring and Reporting Requirements Analysis

CONTRACTOR shall work with LA SAFE to develop detailed requirements for the implementation of the FSP Fleet Monitoring and Reporting services identified in Section 2.1.3 of Attachment A-1.

CONTRACTOR shall document the detailed requirements in the System Requirements Analysis document.

Deliverables:

- BSA-1: Include in the System Requirements Analysis document

5.2.2. Baseline System Implementation Plan

CONTRACTOR shall develop and deliver to LA SAFE a Baseline System Implementation Plan (BSIP) within five (5) business days after the delivery of the System Requirements Analysis document in final form. The BSIP shall include as a minimum:

1. An overview of the system architecture, facilities, hardware, and software that will comprise the MATIS Baseline;
2. A description of how the MATIS Baseline (Phase 1, Step 1) services are to be developed, installed, and deployed into an operational system;
3. The deployment (“go-live”) procedures; and
4. A development, installation, and deployment schedule.

Deliverables:

- BSA-2: Baseline System Implementation Plan

5.2.3. Baseline System Development

5.2.3.1. General Baseline System Development

1. CONTRACTOR shall design and build the MATIS Baseline including any custom software required, in accordance with the approved System Requirements Analysis document and the BSIP.
2. CONTRACTOR shall document the results of the design in a Baseline System Design document. This document shall include but not be limited to:
 - a. Detailed specifications for developmental software, database schemas, and data dictionaries;
 - b. Specifications for hardware packages;
 - c. Configuration parameters for off-the-shelf packages
 - d. Detailed design of software, hardware, and internal interfaces;
 - e. Detailed design of external interfaces.
3. CONTRACTOR shall schedule and conduct a Baseline System Design Review in accordance with the requirements in Task 5.1.3. The approved System Requirements Analysis document, a draft version of the Baseline System Design document containing preliminary designs, and the BSIP shall be prerequisites for the design review.
4. CONTRACTOR shall develop a Baseline System Acceptance Test Plan (BSATP). THE BSATP shall address all requirements in the approved System Requirements Analysis document and shall include, as a minimum:
 - a. Identification of each requirement to be tested and verified;

- b. The acceptance criteria for each requirement;
 - c. The step-by-step test procedures to be used for each requirement identifying the input action and the expected result for each step.
5. CONTRACTOR shall submit the Baseline System Acceptance Test Plan to LA SAFE for approval at least 30 calendar days prior to system acceptance testing per CONTRACTOR's approved implementation schedule in the BSIP.

Deliverables:

- BSD-1: Baseline System Design Document
- PMR-1: Baseline System Design Review
- BSD-2: Baseline System Acceptance Test Plan

5.2.3.2. Baseline IVR Development

CONTRACTOR shall design and build the IVR in accordance with the requirements in the approved System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on IVR design/build progress during the weekly Progress Status Meeting.

Deliverables:

- BSD-1: Include in the Baseline System Design Document

5.2.3.3. Baseline Web Portal Development

CONTRACTOR shall design and build the Web Portal in accordance with the requirements in the approved System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on Web Portal design/build progress during the weekly Progress Status Meeting.

During the incremental design/build process, CONTRACTOR shall provide mockups of web applications and web pages on a development web site that is accessible to LA SAFE via the Internet for review and comment by LA SAFE.

CONTRACTOR shall develop Web design and implementation guidelines and document them in a Web Design and Implementation Guide document in accordance with the requirements in Section 3.9 of Attachment A-1. CONTRACTOR shall submit the Web Design and Implementation Guide document to LA SAFE for approval at least 30 calendar days prior to Acceptance Testing (see Task 5.2.3.6).

Deliverables:

- BSD-1: Include in the Baseline System Design Document
- BSD-3: Web Design and Implementation Guide Document

5.2.3.4. Baseline TI Data Collection Development

CONTRACTOR shall design and build the TI Data Collection system in accordance with the requirements in the approved System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on TI Data Collection system design/build progress during the weekly Progress Status Meeting.

Deliverables:

- BSD-1: Include in the Baseline System Design Document

5.2.3.5. Baseline Call Center Development

CONTRACTOR shall design and build the Call Center in accordance with the requirements in the approved System Requirements Analysis document.

Deliverables:

- BSD-1: Include in the Baseline System Design Document

5.2.3.6. FSP Fleet Monitoring and Reporting Development

CONTRACTOR shall design and build the FSP Fleet Monitoring and Reporting services in accordance with the requirements in the approved updated System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on the FSP Fleet Monitoring and Reporting services design/build progress during the weekly Progress Status Meeting.

Deliverables:

- BSD-1: Include in the Baseline System Design Document

5.2.4. Baseline System Integration and Test

CONTRACTOR shall integrate and test the MATIS Baseline in accordance with the requirements in the approved Baseline System Acceptance Test Plan.

1. CONTRACTOR shall build a Prototype of the MATIS Baseline. The Prototype shall be a functionally complete MATIS Baseline that shall be used to test, evaluate, and verify that the baseline services and associated hardware/software components and facilities are integrated and functioning in accordance with the approved MATIS Baseline requirements.
2. CONTRACTOR shall test the Prototype with LA SAFE as an observer to verify its functionality. This testing shall not be considered to be part of acceptance testing.
3. CONTRACTOR shall document the result of Prototype testing in a Baseline System Integration Test Report document and submit it to LA SAFE for approval.
4. Upon successful completion of testing of the Prototype and approval by LA SAFE to proceed, CONTRACTOR shall develop a Pre-Production MATIS Baseline that addresses any deficiencies in the prototype discovered during integration testing.
5. CONTRACTOR shall fully install the Pre-Production MATIS Baseline and conduct acceptance testing in accordance with the BSATP.
6. CONTRACTOR shall address any deficiencies discovered during the acceptance test to the satisfaction of LA SAFE. At the successful completion of acceptance testing, CONTRACTOR shall establish a Production MATIS Baseline comprising the hardware, software, facilities, and services that shall be installed/included in the Operational MATIS.
7. CONTRACTOR shall document the results of acceptance testing in a Baseline System Verification Report document, which shall be approved by LA SAFE prior to CONTRACTOR proceeding with the implementation of the Operational MATIS.

8. CONTRACTOR shall document the Production MATIS Baseline in the System Administrator's Guide, include Maintenance details in the System Maintenance Manual, and Operational procedures in the System Operations Manual in accordance with the functional requirements in Section 3.9 of Attachment A-1.
9. CONTRACTOR shall develop a Training Plan that shall document the training and training procedures CONTRACTOR will use to train its personnel and keep them fully trained in the operation and maintenance of MATIS for the duration of the contract. The Training Plan shall at a minimum address how the information in System Operations Manual, the System Administrator's Guide, and the System Maintenance Manual will be used for training purposes.

Deliverables:

- BST-1: Baseline System Prototype
- BST-2: Baseline System Integration Test Report document
- BST-3: System Operations Manual
- BST-4: Baseline System Verification Report
- BST-5: System Administrator's Guide
- BST-6: System Maintenance Manual
- BTR-1: Training Plan

5.2.5. Baseline System Deployment

1. CONTRACTOR shall execute the deployment procedures in the Baseline System Implementation Plan.
2. CONTRACTOR shall make the MATIS Baseline available for public use.
3. Within one (1) month from the date MATIS is made available for public use, CONTRACTOR shall deliver to LA SAFE all intellectual property developed under the contract including, but not limited to, software source code, graphics, database schemas, and IVR workflows and call dialog scripts and all other developmental items associated with the fully operational system.

Deliverables:

- BSI-1: Verified and fully operational MATIS Baseline with intellectual property

5.3. Phase 1: Step 2 – Near-Term Enhancements (NTE)

CONTRACTOR shall design and build enhancements to MATIS in accordance with the functional requirements in Section 2.2 of Attachment A-1.

5.3.1. NTE System Analysis**5.3.1.1. General NTE Requirements Analysis**

CONTRACTOR shall analyze the MATIS NTE requirements starting with the high-level functional requirements in Section 2.2 of Attachment A-1 and develop more detailed requirements to a sufficient level that the high-level requirements can be fully implemented within the time and scope of the project. This analysis may occur concurrently with the activities in the Startup (Baseline) step of the project.

CONTRACTOR shall document the results of the analysis in the System Requirements Analysis document. The updated System Requirements Analysis document shall be submitted to LA SAFE for approval.

Deliverables:

- ESA-1: System Requirements Analysis document – Updated

5.3.1.2. NTE IVR Requirements Analysis

CONTRACTOR shall work with LA SAFE to develop detailed requirements for the implementation of the enhanced IVR features identified in Section 2.2.1.1 of Attachment A-1.

CONTRACTOR shall document the detailed requirements in the System Requirements Analysis document.

Deliverables:

- ESA-1: Include in the System Requirements Analysis document – Updated

5.3.1.3. NTE Web Portal Requirements Analysis

CONTRACTOR shall work with LA SAFE to develop detailed requirements for the implementation of the enhanced Web Portal features identified in Section 2.2.1.2 of Attachment A-1.

CONTRACTOR shall document the detailed requirements in the System Requirements Analysis document.

Deliverables:

- ESA-1: Include in the System Requirements Analysis document – Updated

5.3.1.4. NTE Messaging Requirements Analysis

CONTRACTOR shall work with LA SAFE to develop detailed requirements for the implementation of the Messaging features identified in Section 2.2.2.1 of Attachment A-1.

CONTRACTOR shall document the detailed requirements in the System Requirements Analysis document.

Deliverables:

- ESA-1: Include in the System Requirements Analysis document – Updated

5.3.1.5. NTE Remote Messaging Requirements Analysis

CONTRACTOR shall work with LA SAFE to develop detailed requirements for the implementation of the Remote Messaging features identified in Section 2.2.2.2 of Attachment A-1.

CONTRACTOR shall document the detailed requirements in the System Requirements Analysis document.

Deliverables:

- ESA-1: Include in the System Requirements Analysis document – Updated

5.3.2. Enhanced System Implementation Plan

CONTRACTOR shall develop and submit to LA SAFE for approval an Enhanced System Implementation Plan (ESIP) within five (5) business days after the approval of the updated System Requirements Analysis document. The ESIP shall include as a minimum:

1. An overview of the updates to the system architecture, facilities, hardware, and software that will comprise the enhanced MATIS;
2. A description of how the NTE services are to be developed, installed, and deployed into the operational system;
3. The deployment (“go-live”) procedures; and
4. A development, installation, and deployment schedule.

Deliverables:

- ESA-2: Enhanced System Implementation Plan

5.3.3. NTE System Development**5.3.3.1. General NTE System Development**

1. CONTRACTOR shall design and build the enhancements to MATIS including any custom software required in accordance with the updated System Requirements Analysis document, and the ESIP.
2. CONTRACTOR shall document the results of the design in an Enhanced System Design document, which shall be approved by LA SAFE prior to the commencement of any actual development. This document shall include but not be limited to:
 - a. Detailed specifications for developmental software, database schemas, and data dictionaries;
 - b. Specifications for hardware packages;
 - c. Configuration parameters for off-the-shelf packages
 - d. Detailed design of software, hardware, and internal interfaces;
 - e. Detailed design of external interfaces.
3. CONTRACTOR shall schedule and facilitate an Enhanced System Design Review in accordance with the requirements in Task 5.1.3. The updated System Requirements Analysis document, a draft version of the Enhanced System Design document containing preliminary designs, and the ESIP shall be prerequisites for the design review.
4. CONTRACTOR shall develop an Enhanced System Acceptance Test Plan (ESATP). As a minimum, the Plan shall include, but shall not be limited to:
 - a. Identification of each requirement to be tested and verified;
 - b. The acceptance criteria for each requirement;
 - c. The step-by-step test procedures to be used for each requirement identifying the input action and the expected result for each step.
 - d. Regression testing of MATIS Baseline functions.
5. CONTRACTOR shall submit the Enhanced System Acceptance Test Plan to LA SAFE for approval at least 30 calendar days prior to acceptance testing per CONTRACTOR's approved implementation schedule in the ESIP.

Deliverables:

- ESD-1: Enhanced System Design Document
- PMR-2: Enhanced System Design Review
- ESD-2: Enhanced System Acceptance Test Plan

5.3.3.2. NTE IVR Development

CONTRACTOR shall design and build the NTE IVR services in accordance with the requirements in the approved updated System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on the IVR design/build progress during the weekly Progress Status Meeting.

Deliverables:

- ESD-1: Include in the Enhanced System Design Document

5.3.3.3. NTE Web Portal Development

CONTRACTOR shall design and build the NTE Web Portal services in accordance with the requirements in the approved updated System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on Web Portal design/build progress during the weekly Progress Status Meeting.

CONTRACTOR shall update the Web Design and Implementation Guide document as necessary to include any new web design features as a result of the development activities.

Deliverables:

- ESD-1: Include in the Enhanced System Design Document
- ESD-3: Web Design and Implementation Guide Document – Updated

5.3.3.4. NTE Messaging Development

CONTRACTOR shall design and build the NTE Messaging services in accordance with the requirements in the approved updated System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on the Messaging design/build progress during the weekly Progress Status Meeting.

Deliverables:

- ESD-1: Include in the Enhanced System Design Document

5.3.3.5. NTE Remote Messaging Development

CONTRACTOR shall design and build the NTE Remote Messaging services in accordance with the requirements in the approved updated System Requirements Analysis document.

CONTRACTOR shall utilize an incremental design/build process and report on the Remote Messaging design/build progress during the weekly Progress Status Meeting.

Deliverables:

- ESD-1: Include in the Enhanced System Design Document

5.3.4. Enhanced System Integration and Test

CONTRACTOR shall integrate and test the enhanced MATIS in accordance with the requirements in the approved Enhanced System Acceptance Test Plan.

1. CONTRACTOR shall build a Prototype of the Enhanced MATIS. The Prototype shall be a functionally complete MATIS that shall be used to test, evaluate, and verify that the enhanced services and associated hardware/software components and facilities are integrated and functioning in accordance with the approved MATIS NTE requirements. CONTRACTOR shall avoid including the operational MATIS Baseline or subsystems thereof in the Prototype; however, CONTRACTOR must ensure that the current MATIS Baseline functionality is included in the Prototype.
2. CONTRACTOR shall test the Prototype with LA SAFE as an observer to verify its functionality. This testing shall not be considered to be part of acceptance testing.
3. CONTRACTOR shall document the result of Prototype testing in an Enhanced System Integration Test Report document and submit it to LA SAFE for approval.
4. Upon successful completion of testing of the Prototype and approval by LA SAFE to proceed, CONTRACTOR shall develop a Pre-Production enhanced MATIS that addresses any deficiencies in the prototype discovered during integration testing.
5. CONTRACTOR shall fully install the Pre-Production enhanced MATIS and conduct acceptance testing in accordance with the Enhanced System Acceptance Test Plan.
6. CONTRACTOR shall address any deficiencies discovered during the acceptance test to the satisfaction of LA SAFE. At the successful completion of acceptance testing, CONTRACTOR shall establish a Production baseline comprising the hardware, software, facilities, and services that shall be installed/included in the Operational MATIS.
7. CONTRACTOR shall document the results of acceptance testing in an Enhanced System Verification Report document, which shall be approved by LA SAFE prior to CONTRACTOR proceeding with the implementation.
8. CONTRACTOR shall document the enhanced MATIS in updated versions of the System Administrator's Guide, the System Maintenance Manual, and the System Operations Manual in accordance with the functional requirements in Section 3.9 of Attachment A-1.
9. CONTRACTOR shall update the Training Plan to include additional training and training procedures for the enhanced MATIS.

Deliverables:

- EST-1: Enhanced System Prototype
- EST-2: Enhanced System Integration Test Report document
- EST-3: System Operations Manual – Updated
- EST-4: Enhanced System Verification Report
- EST-5: System Administrator's Guide – Updated
- EST-6: System Maintenance Manual – Updated
- ETR-1: Training Plan – Updated

5.3.5. Enhanced System Deployment

1. CONTRACTOR shall execute the deployment procedures in the Enhanced System Implementation Plan.
2. CONTRACTOR shall make the new MATIS services available for public use.

3. Within one (1) month from the date the enhanced MATIS is made available for public use, CONTRACTOR shall deliver to LA SAFE all intellectual property developed under the contract including, but not limited to, software source code, graphics, and IVR workflows and call dialog scripts and all other developmental items associated with the fully operational system.

Deliverables:

- ESI-1: Verified and fully operational Enhanced MATIS with intellectual property

5.4. Phase 1: Step 3 – Long-Term Enhancements (LTE)

5.4.1. Evaluate Long-Term Enhancements

1. CONTRACTOR shall develop a Long-Term Enhancements Development Plan to evaluate the feasibility of designing, building and integrating long-term enhancements into MATIS in accordance with the functional requirements in Section 2.3 of Attachment A-1. CONTRACTOR is advised that the functional requirements are a “best guess” at the time of writing and that LA SAFE may revise them prior to the start of this task. At a minimum, the plan shall address the following:
 - a. For each service, the data source that CONTRACTOR intends to use;
 - b. Potential problem areas with or limitations of each data source;
 - c. The design/build approach for each service;
 - d. The integration approach for each service;
 - e. Operation and maintenance approach, as applicable, for each service;
 - f. Development and operational risk factors and how each might be mitigated.
 - g. Approximate development costs for each service;
 - h. Approximate operation and maintenance costs for each service by county within the Region.
2. CONTRACTOR shall present the Long-Term Enhancements Development Plan to LA SAFE no later than twenty two (22) business days after authorization to proceed with the task.

Deliverables:

- LTE-1: Long-Term Enhancements Development Plan (1 draft, 1 final).
- LTE-2: Presentation of the Long-Term Enhancements Development Plan to LA SAFE.

5.5. Phase 2: Operation and Maintenance

CONTRACTOR shall continuously operate and maintain MATIS for the term of the contract, commencing with the completion of Step 1 (Startup) of Phase 1.

5.5.1. Operation and Maintenance

5.5.1.1. General

CONTRACTOR shall operate and maintain MATIS for the life of the contract in accordance with the maintenance plan/approach in the approved Project Management Plan (Task 5.1.1) including but not limited to:

1. Computer servers and workstations

2. Communications links
3. Interfaces to external systems
4. Power
5. Software systems
6. Record keeping systems
7. Networks and network management
8. Subcontracts
9. System administration support

CONTRACTOR shall provide 24x7 telephone "Help-Desk" support with a live person to respond to service requests on technical and operational aspects of MATIS.

CONTRACTOR shall fix software defects in MATIS at no additional cost to LA SAFE.

CONTRACTOR shall maintain and update system manuals (Section 3.9 of Attachment A-1) to reflect changes in MATIS that take place beyond Phase 1 or during Phase 1 if the changes are not the result of executing a Phase 1 task.

CONTRACTOR shall be responsible for any hardware and software upgrades and replacements during the life of the contract.

CONTRACTOR shall be responsible for implementing changes or updates that are approved by LA SAFE to deployed MATIS services in response to user feedback or to make the services more appealing or useful to the end users, for example, as a result of new or improved technologies.

5.5.1.2. Call Center

CONTRACTOR shall operate and maintain the Call Center including:

1. 24x7 Call Center operations specified in Section 2.1.2 of Attachment A-1
2. Staffing to support 24x7 call answering operations
3. Maintenance agreements and fees on telephony equipment and software
4. Service agreements and fees with TSPs
5. System administration support for continuous operations
6. Software customizations support for continued operations

Deliverables:

- PMS-2: Updates to the monthly PSR providing Call Center operational statistics in accordance with the Call Center performance measures; describing all operational issues and their resolution; and describing all problems requiring maintenance, all maintenance activities, and the outcome of all maintenance activities.

5.5.1.3. IVR

CONTRACTOR shall operate and maintain the IVR including:

1. 24x7 IVR availability
2. Maintenance agreements and fees on IVR and telephony equipment and software
3. Hosting agreements and fees
4. On-going telephone charges for 511 calls
5. Service agreements with TSPs
6. IVR customizations (IVR trees) for continued operations
7. IVR administration support for continued operations

Deliverables:

- PMS-2: Updates to the monthly PSR providing IVR operational statistics in accordance with the IVR's performance measures; describing all operational issues and their resolution; and describing all problems requiring maintenance, all maintenance activities, and the outcome of all maintenance activities.

5.5.1.4. Web Portal

CONTRACTOR shall operate and maintain the Web Portal including:

1. 24x7 Web Portal availability
2. Maintenance agreements and fees on Web Portal equipment and software
3. Hosting agreements and fees
4. Service agreements and fees with ISPs
5. Web application customizations and content updates for continued operations
6. Web administration support for continued operations

Deliverables:

- PMS-2: Updates to the monthly PSR providing Web Portal operational statistics in accordance with the Web Portal's performance measures; describing all operational issues and their resolution; and describing all problems requiring maintenance, all maintenance activities, and the outcome of all maintenance activities.

5.5.1.5. FSP Fleet Monitoring and Reporting

CONTRACTOR shall operate and maintain FSP Fleet Monitoring and Reporting including:

1. Staff support for Fleet Monitoring and Reporting
2. Maintenance agreements on Fleet Monitoring and Reporting hardware and software
3. System administration support for continued operations

Deliverables:

- PMS-2: Updates to the monthly PSR providing FSP Fleet Monitoring and Reporting operational statistics in accordance with the FSP Fleet Monitoring and Reporting performance measures; describing all operational issues and their resolution; and describing

all problems requiring maintenance, all maintenance activities, and the outcome of all maintenance activities.

5.5.1.6. On-Call Support

CONTRACTOR shall provide on-call support as directed by LA SAFE for the purpose of adding new services to MATIS beyond Phase 1.

Deliverables:

- OM-1: On-Call Support as directed by LA SAFE

6. SPECIAL CONSIDERATIONS

6.1. General

All requirements specified in this SOW and its attachments are mandatory. CONTRACTOR shall develop, deploy, operate, and maintain MATIS in accordance with all the tasks specified herein.

6.2. Deliverables

Unless specifically waived by LA SAFE in writing, all contract deliverables require written approval of acceptance of the deliverable by LA SAFE.

6.3. Documentation

Unless otherwise specified herein, CONTRACTOR shall provide preliminary and final versions of all required documents for review and comment by LA SAFE. Final versions of documents that are to be approved by LA SAFE shall be submitted prior to publication and/or release. CONTRACTOR shall furnish three (3) hardcopies of all published deliverable documentation items. All copies of documentation provided shall consist of an unbound master copy and additional bound copies. Electronic versions, wherever possible, shall be included and provided in any of the following formats without encryption or content restrictions: MS Word 2000-2003 or later, MS Excel 2000-2003 or later, Adobe PDF 1.3 or later, and AutoCAD Release 14 or later.

7. LIST OF ACRONYMS

Acronym	Description
ACD	Automatic Call Distributor
ANI	Automatic Number Identification
API	Automatic Programming Interface
ASR	Automatic Speech Recognition
AVL	Automatic Vehicle Location
BSATP	Baseline System Acceptance Test Plan
BSDR	Baseline System Design Review
BSIP	Baseline System Implementation Plan
Caltrans	The California Department of Transportation
CC	Call Center
CHP	California Highway Patrol
COTS	Commercial Off-the-Shelf
ESATP	Enhanced System Acceptance Test Plan
ESDR	Enhanced System Design Review
ESIP	Enhanced System Implementation Plan
FMR	Fleet Management and Reporting
FSP	Freeway Service Patrol
GPS	Global Positioning System
HCO	Hearing Carry-Over
ITS	Intelligent Transportation System
IVR	Interactive Voice Response
JPEG	Joint Photographic Experts Group
LA SAFE	Los Angeles County Service Authority for Freeway Emergencies
LA CBAC	Los Angeles County Call Box Answering Center
LA CBOC	Los Angeles County Call Box Operations Center
LACC	Los Angeles Communication Center (CHP)
LTE	Long-Term Enhancements
MATIS	Motorist-Aid and Traveler Information System
MDT	Mobile Data Terminal

Acronym	Description
NRE	Non-Recurring Engineering
NTE	Near-Term Enhancements
OCTA	Orange County Transportation Authority
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
PDA	Portable Digital Assistant
PMP	Project Management Plan
PSM	Project Status Meetings
PSR	Project Status Report
PSTN	Public Switched Telephone Network
R&D	Research and Development
RCTC	Riverside County Transportation Commission
RDBMS	Relational Database Management System
RID	Review Item Discrepancy
RIITS	Regional Integration of Intelligent Transportation Systems
RMS	Remote Messaging System
RSS	Really Simple Syndication
Sanbag	The San Bernardino Associated Governments
SMS	Short Message Service
SOW	Statement of Work
TI	Traveler Information
TSP	Telephone Service Provider
TTY	Telecommunication Device for the Deaf
VCO	Voice Carry-Over
VCTC	The Ventura County Transportation Commission
WBS	Work Breakdown Structure



Motorist Aid and Traveler Information System (MATIS)
SCOPE OF WORK ATTACHMENT A-1
SYSTEM REQUIREMENTS

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1. INTRODUCTION

This attachment to the Statement of Work (SOW) provides functional and non-functional requirements – collectively “System Requirements” – for MATIS. This attachment is incorporated into the SOW by reference and shall not be used independently of the SOW.

2. FUNCTIONAL REQUIREMENTS

CONTRACTOR shall develop and deploy MATIS to meet or exceed the following functional requirements.

Figure 1 depicts the MATIS concept. Conceptually, the system comprises three major subsystems:

- The Regional Traveler Information subsystem;
- The LA SAFE Call Center subsystem;
- The LA County FSP Fleet Monitoring and Reporting subsystem.

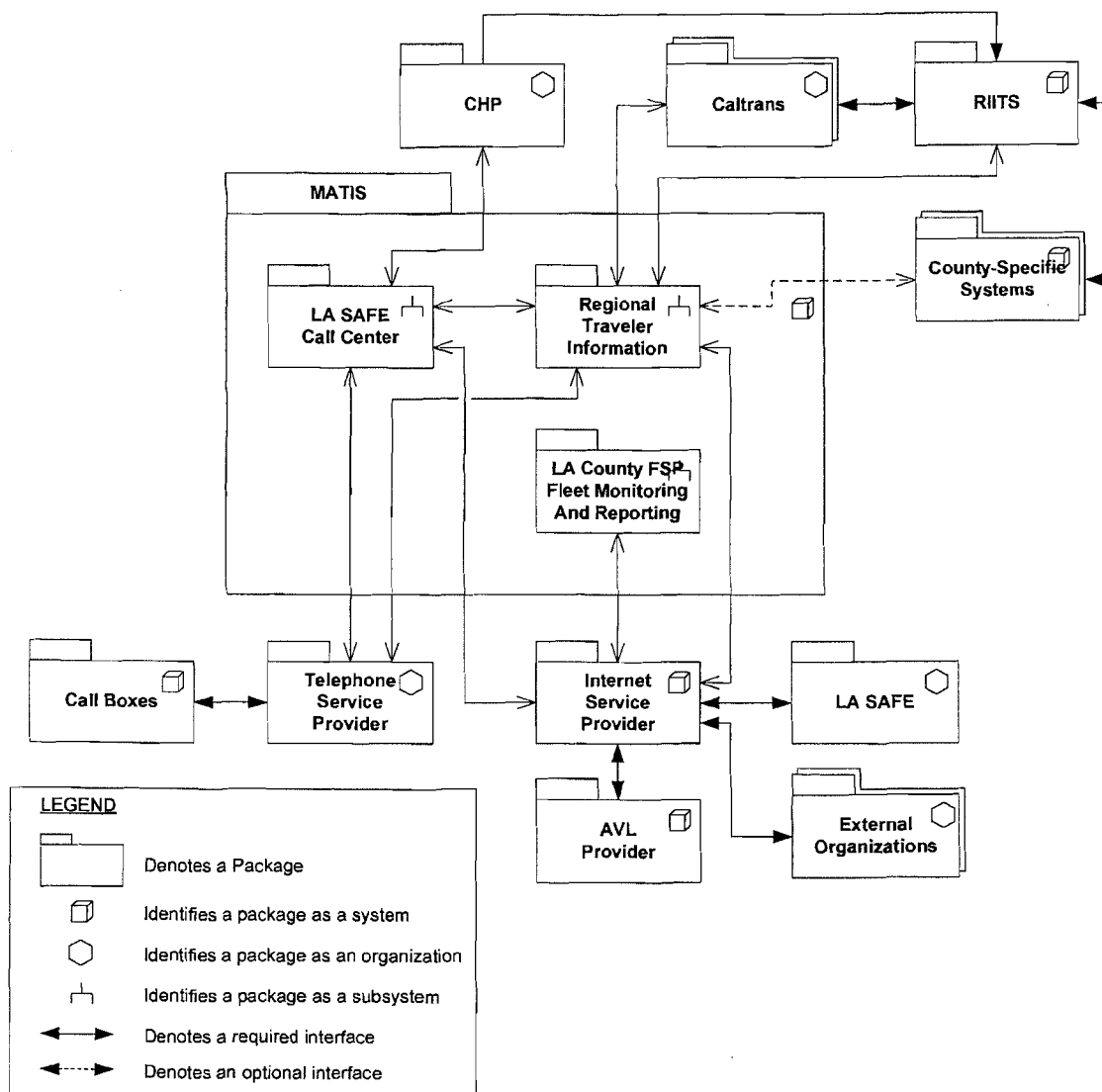


Figure 1: MATIS Concept

The following table summarizes the relationships between MATIS and external systems and organizations.

Table 1: MATIS Relationships with External Systems and Organizations

External System or Organization	Relationship
Call Boxes	MATIS will interface to the LA County Call Box System via the TSP to receive call box and #399 calls and allow Agents to interact with a call box during a call.
CHP (California Highway Patrol)	LA SAFE works with the CHP in support of the call boxes and non-emergency #399 calls.
External Organizations	These organizations will access MATIS via the Internet to provide or obtain data.
Internet Service Provider (ISP)	Will provide Internet services for MATIS. External organizations, the AVL Provider, and LA SAFE will remotely access MATIS via the Internet.
LA SAFE	Will access MATIS remotely via the Internet to provide monitoring and other management operations.
AVL Provider	Will provide AVL data and remote interfaces to the FSP Fleet Monitoring and Reporting subsystem via the Internet.
RIITS (Regional Integration of Intelligent Transportation Systems)	MATIS will interface with RIITS to traffic data from several regional sources, including Caltrans (District 7), LA Metro, and the CHP.
Telephone Service Provider (TSP)	Will provide telephone services to the Call Center and the Traveler Information IVR system.
Caltrans	Will provide real-time traffic data, road closures, and other highway data. Data that are not provided through RIITS will be provided directly to MATIS.
County-Specific Systems	Will provide county-specific data directly to MATIS.

The requirements for each subsystem are described in the following sections.

2.1. Phase 1: Step 1 – Startup (Baseline)

The functional block diagram depicted in Figure 2 is provided as a reference for the MATIS Baseline functions that are described in this section. It is a descriptive device for capturing and relating functional requirements and does not suggest or recommend any particular implementation approach. Functions are represented by rounded rectangles; external entities are depicted as rectangles and are not addressed in this SOW. MATIS Baseline functions are described in three areas, each of which corresponds conceptually to a subsystem:

- Traveler Information (TI) functions;
- Call Center (CC) functions;
- FSP Fleet Management and Reporting (FMR) functions.

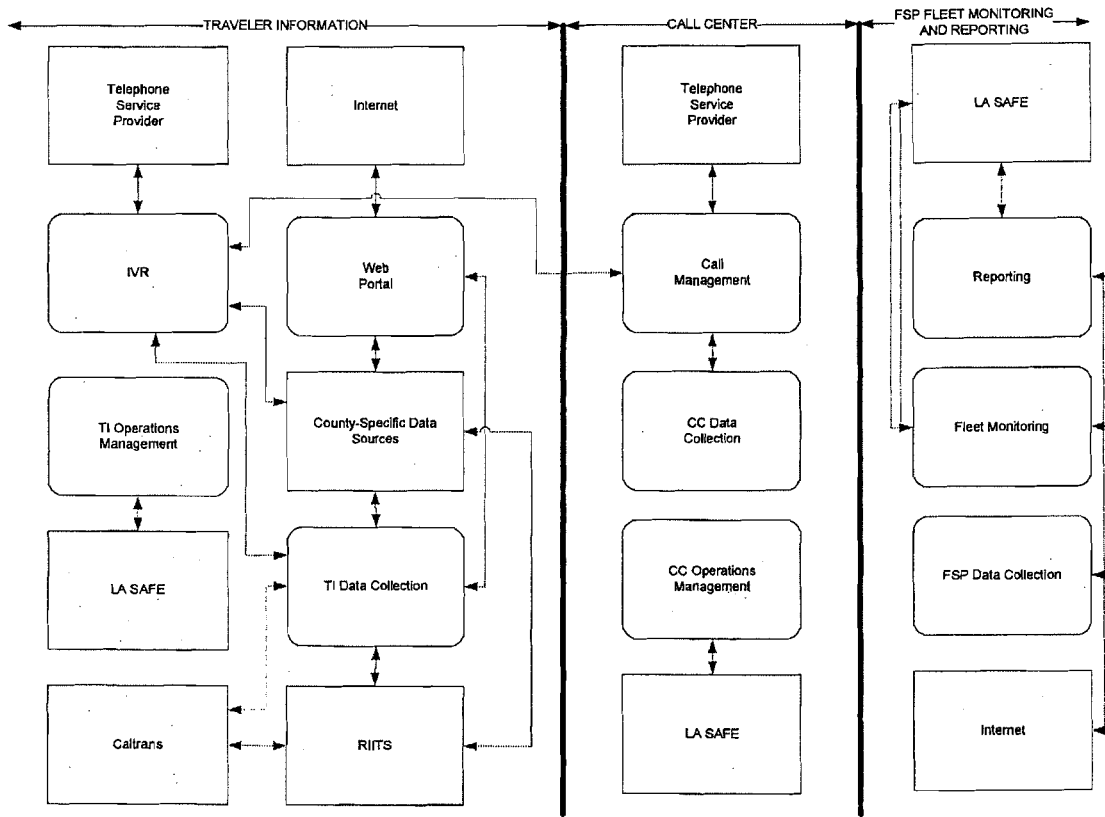


Figure 2: Baseline Services Functional Block Diagram

2.1.1. Traveler Information Functions

The Traveler Information functions shall implement Regional Traveler Information services.

2.1.1.1. IVR

The IVR function shall be used to provide multi-modal interactive voice response and touchtone services to TI callers.

FR-1. An IVR system with the following minimum capabilities and features shall be provided:

FR-1-a. Provide the following information services using Automatic Speech Recognition (ASR) with touchtone alternative/backup as inputs, and text-to-speech (TTS) using concatenated voice or live call transfer as responses (Appendix B provides information on how these services are expected to be available throughout the Region, and Appendix C identifies potential data sources):

- FR-1-a-1 Real-time freeway traffic congestion
- FR-1-a-2 Real-time freeway traffic incidents
- FR-1-a-3 Real-time freeway traffic speeds
- FR-1-a-4 Real-time freeway travel times
- FR-1-a-5 Real-time road conditions

- FR-1-a-6 Road closures
- FR-1-a-7 Automated transit trip planning
- FR-1-a-8 Non-automated transit trip planning
- FR-1-a-9 Real-time transit vehicle status
- FR-1-a-10 General transit information
- FR-1-a-11 MetroLink information
- FR-1-a-12 Specialized Transportation Services information
- FR-1-a-13 Rideshare information
- FR-1-a-14 Bicycle information
- FR-1-a-15 Park and Ride lot information
- FR-1-a-16 Amtrak information
- FR-1-b. Receive inbound 511 calls from a TI caller via a TSP.
- FR-1-c. Provide automatic speech recognition (ASR) for inbound TI calls.
- FR-1-d. Provide touchtone support for interactive response for inbound TI calls as an alternative to and as a backup for ASR.
- FR-1-e. Provide “short-cut” and “barge-in” navigation.
- FR-1-f. Interface to the LA Metro Trip Planner to make requests and obtain text data in support of the Automated Transit Trip Planning information service. The LA Metro Trip Planner is an external system provided and operated by the Los Angeles County Metropolitan Transportation Authority (Metro) that provides transit data for the entire Region.
- FR-1-g. Interface to the TI Data Collection system (see Section 2.1.1.3) to request data in support of TI services.
- FR-1-h. Provide English-language text-to-speech (TTS) using concatenated voice and speech-to-text conversions to translate data obtained from or provided to the TI Data Collection System and the Metro Trip Planner for TI callers.
- FR-1-i. Automatically transfer TI calls to a live Agent at specified county call centers when the call-handling logic requires that the call be transferred to a live Agent.
- FR-1-j. Transfer TI calls to other external IVR systems when the call-handling logic requires that the call be transferred to an external IVR.
- FR-1-k. Provide session persistence across dropped calls within at least a 2-minute window.
- FR-1-l. Provide an Application Programming Interface (API) or an open standard VXML programming guide for developing custom applications that interact with the IVR.
- FR-1-m. Provide multi-level programmable “Floodgate” alert capabilities.
- FR-1-n. Provide recorded messages.

- FR-1-o. Provide a log of all TI IVR data per session.
- FR-1-p. Provide monitoring of all IVR system functions in real time by LA SAFE.
- FR-1-q. Provide a self-directing programming interface (audio and visual) for developing, configuring, and testing ASR trees or utilize open standards VXML programming with industry standard programming languages including, but not limited to, C++ and Java that leverages application development frameworks designed for rapid deployment in a quality-assurance-focused environment.
- FR-1-r. Provide means for users to give feedback on their experience using the IVR using the IVR or by providing a customer service number they can call and means to capture and log the results.

2.1.1.2. Web Portal

The Web Portal (WP) function shall be used to integrate traveler information from multiple Regional sources and provide traveler information for TI users via the Internet.

FR-2. A Web portal to integrate information content from multiple sources and provide it to users via the Internet shall be provided with the following capabilities:

- FR-2-a. The Web portal shall provide the following information services and content as web applications or as links approved by LA SAFE to existing web content (Appendix B provides information on how these services are expected to be available throughout the Region, and Appendix C identifies potential data sources).
 - FR-2-a-1 Real-time freeway traffic congestion with the capability to distinguish between high-occupancy vehicle (HOV) and other mix-flow lanes.
 - FR-2-a-2 Real-time freeway traffic incidents
 - FR-2-a-3 Real-time freeway traffic speeds
 - FR-2-a-4 Real-time freeway travel times
 - FR-2-a-5 Real-time road conditions
 - FR-2-a-6 Road closures
 - FR-2-a-7 Real-time weather
 - FR-2-a-8 Transit trip planning
 - FR-2-a-9 Real-time transit vehicle status
 - FR-2-a-10 General transit information
 - FR-2-a-11 MetroLink information
 - FR-2-a-12 Specialized Transportation Services information
 - FR-2-a-13 Rideshare information
 - FR-2-a-14 Bicycle information
 - FR-2-a-15 Park and Ride lot information

- FR-2-a-16 Amtrak information
- FR-2-a-17 Motorist-Aid information
- FR-2-a-18 Streaming videos and real-time captures from roadway cameras
- FR-2-b. Graphically display all real-time freeway information identified in FR-2-a above superimposed on a map covering the entire Region as defined by LA SAFE (the map may include other areas outside the Region depending on data availability). The map, at a minimum, shall provide the following capabilities:
 - FR-2-b-1 Use of color coding and icons to depict:
 - FR-2-b-1-i Traffic speeds.
 - FR-2-b-1-ii Traffic incidents with separate color coding and icons for traffic incidents and Sigalerts.
 - FR-2-b-1-iii Caltrans cameras (still and streaming video).
 - FR-2-b-1-iv Caltrans Changeable Message Signs (CMS)
 - FR-2-b-1-v Road condition alerts.
 - FR-2-b-2 Provide continuous zoom-in/zoom-out from a panoramic view of at least the Region to a scale level of at least one inch per mile. Street-level details may be provided if available.
 - FR-2-b-3 Provide an overview map showing the area of the panoramic map that is currently being depicted.
 - FR-2-b-4 Display real-time data by clicking on or moving a pointer over an icon.
 - FR-2-b-5 Hide/show selectable icon features.
 - FR-2-b-6 Pan the map display by clicking and dragging the map.
 - FR-2-b-7 Automatically refresh the map at user-selectable intervals from 1 minute to five minutes in 1-minute increments (default of 1 minute) with the capability to turn off automatic refreshing. Manual refreshing shall always be possible.
- FR-2-c. To the maximum extent practicable, all external content provided through links to external web sites shall be viewable in such a way that the user is always aware that they are viewing content provided by MATIS. Any content that cannot be viewed by a user within the context of the Portal shall be approved by LA SAFE.
- FR-2-d. Provide means for users to provide online feedback on the following and means to capture and log the results for analysis:
 - FR-2-d-1 The content of the portal;
 - FR-2-d-2 The performance of the portal;
 - FR-2-d-3 General comments on the portal.
- FR-2-e. Provide means to support the evaluation of TI information service offerings to the public.

- FR-2-f. Provide accessibility features for users who are visually impaired.
- FR-2-g. Provide navigational aids on all pages to the home page and all top-level web applications. Content-sensitive navigational aids shall be used to direct users to similar and/or related content.
- FR-2-h. Provide a comprehensive Site Index.
- FR-2-i. Provide a site search capability based on, as a minimum, indexed page contents.
- FR-2-j. Page content description shall be XHTML 1.0-conforming, to the maximum extent possible.
- FR-2-k. All web pages shall be cross-browser compatible supporting, as a minimum, Internet Explorer Version 6.0 or later, Netscape Version 7.x or later, Apple Safari Version 2.x or later, and Mozilla Firefox Version 1.5 or later.
- FR-2-l. Support data downloads in HTML and/or PDF formats using HTTP and/or FTP.
- FR-2-m. Provide online web analytics reports viewable by LA SAFE.
- FR-2-n. Accommodate the inclusion of a wide variety of information formats including but not limited to: MS Word, Excel, PowerPoint, printed brochures, videos, and digital and scanned photographs.

2.1.1.3. TI Data Collection

The TI Data Collection (TDC) function shall collect and manage the storage of data from a number of sources including, but not limited to:

- The Regional Integration of Intelligent Transportation Systems (RIITS) system – an Intelligent Transportation System (ITS) that collects and disseminates ITS data from ITS systems in the Region;
- Caltrans;
- Traveler-related data from data sources that are specific to each county in the Region;
- TI operational data input manually by CONTRACTOR personnel;
- Traffic incident data input manually by CONTRACTOR personnel.

FR-3. In support of TI Data Collection, a TI Data Collection system with the following capabilities and features shall be provided:

- FR-3-a. Interface to the RIITS system and download RIITS-provided data. The data currently available from RIITS is provided in Appendix E.
- FR-3-b. Interface to Regional data sources to obtain data in support of the TI services required herein that are not available through RIITS. This may include, but is not limited to (see Appendix C for potential data sources):
 - FR-3-b-1 The LA Metro Trip Planning system.
 - FR-3-b-2 The Orange Country Transportation Authority (OCTA) Trip Planning system.
 - FR-3-b-3 The Ventura County Next Bus transit system.

- FR-3-b-4 Caltrans District 8 (Inland Empire) traffic management system.
- FR-3-b-5 District 12 (Orange County) traffic management systems.
- FR-3-c. Continuously monitor all data source interfaces to ensure that data are being received in a timely manner and that the data being received are current based on established update rates. If it is determined that the data source is not available or the data is not current, the Provider shall immediately be contacted to resolve the problem.
- FR-3-d. Provide for the manual entry of data, as required:
- FR-3-e. Online data backup in such a way that full recovery to the point of any system failure is possible.

2.1.1.4. TI Operations Management

- FR-4. The TI Operations Management (TOM) function shall be used by LA SAFE and CONTRACTOR to monitor and report on all aspects of TI operations. The TOM shall have the following capabilities:
 - FR-4-a. Monitor ongoing TI activities by LA SAFE via a remote Internet connection.
 - FR-4-b. Track and archive usage data and statistics for all TI services in accordance with the 511 Deployment Coalition's Deployer Implementation and Operational Guidelines (www.deploy511.org) data usage template including, but not limited to:
 - FR-4-b-1 The extent to which the IVR and WP functions are being used by each county in the Region.
 - FR-4-b-2 The extent to which TI services are used by new (within the last six months) callers.
 - FR-4-b-3 Variations in usage patterns over time or during specified periods or events.
 - FR-4-b-4 The types and frequency of information requested by users.
 - FR-4-b-5 The origination of IVR calls by county in the Region.

2.1.2. Call Center Functions

The Call Center functions shall establish for Los Angeles County only a 24 hours/day – 7days/week Call Center to receive voice and TTY Call Box calls, #399 cellular calls, and transferred 511 Traveler Information calls.

2.1.2.1. Call Management

- FR-5. The Call Management function shall be responsible for the management of all inbound and outbound Call Box, #399, and direct dialed and IVR-transferred TI telephone calls during MATIS operation. The Call Management function shall have the following minimum capabilities:
 - FR-5-a. Receive inbound voice and TTY calls from the Telephone Service Provider (TSP) and automatically distribute them to Agents for handling.
 - FR-5-b. Handle outbound voice and TTY calls by routing them to the dialed party.

- FR-5-c. Maintain a voice log of each call online for at least 90 days, after which time voice logs shall be archived off-line and retained in accordance with requirement NFR-15.
- FR-5-d. Replay a voice log of any call within at least the last 90 days on demand and, upon request, provide access to archived off-line voice logs.
- FR-5-e. Maintain a log of the text of TTY calls.
- FR-5-f. Replay a log of a TTY call.
- FR-5-g. Allow an Agent to transfer a call to another Agent for handling.
- FR-5-h. Maintain detailed statistics on each call received including, but not limited to:
 - FR-5-h-1 Time the call was received from the TSP.
 - FR-5-h-2 Time the call was terminated (disconnect, hangup, transfer, etc.).
 - FR-5-h-3 Hold time in queue before the call was picked up by an Agent.
 - FR-5-h-4 Hold time in a transfer queue if the call is being transferred from one Agent to another and from one call center to another.
 - FR-5-h-5 The number of dropped calls (calls that were dropped before they could be answered by the Agent).
- FR-5-i. Automatically reroute calls in the event of an emergency/outage.
- FR-5-j. Provide automatic number identification (ANI) and Global Positioning System (GPS) location and any other available information from the TSP, if available, on all inbound calls.
- FR-5-k. Provide a Translation service to translate voice calls for languages in which the Agent is not fluent. Minimum requirements are:
 - FR-5-k-1 A fluent Spanish-speaking Agent shall be on shift 24 hours a day.
 - FR-5-k-2 Additional Translation Services shall be provided through a telephone number that is accessible 24-hours per day, 365 days per year. The Translation Service provider shall provide the ability to handle simultaneous incoming calls. Simultaneous call handling must be accomplished by the use of multiple agents. A copy of any agreement or contract with the Translation Service shall be provided to LA SAFE.
 - FR-5-k-3 LA SAFE shall retain the right to use or obtain an alternate Translation Service provider.
 - FR-5-k-4 Call-handling levels of service shall be monitored to ensure compliance. Corrective action shall be taken if the service levels are not met.
 - FR-5-k-5 Transcription of foreign language tape recordings shall be provided as needed.
 - FR-5-k-6 Interpreters for all common language groups (including Major and non-Major) and dialects shall be readily available, including but not

limited to: Spanish, Vietnamese, Chinese (Cantonese and Mandarin), Japanese, Korean, Laotian, Cambodian, French, German, Italian, Russian, Arabic, Armenian, Farsi, Hindu, Urdu, and Tagalog.

- FR-5-k-7 Methods of accurately documenting each call that requires translation services shall be provided. The date, time, language, duration and origin of each call shall be documented and totals by minutes and amount shall be provided.
- FR-5-k-8 Outbound calling ability shall be sharp and clear. This will allow the interpreter to place third-party calls and possibly four party conferencing, (as necessary), should the Call Center Agent be "dropped" from the call. The translation service must also be able to conference a call to another external organization without hanging up or calling back to the Call Center.
- FR-5-k-9 There shall be no loss in voice decibel (dB) signal when conferencing or transferring calls to the appropriate interpreter.
- FR-5-k-10 The translation services shall be able to handle all of the calls equally regardless of method of transmission (i.e. voice, TTY, Hearing Carry-Over (HCO) and Voice Carry-Over (VCO)). The Translation Service Provider shall be fully equipped and their staff shall be trained to handle TTY, Hearing Carry-Over and Voice Carry-Over calls.
- FR-5-k-11 Translators/interpreters shall speak clear English.
- FR-5-l. Provide call scripts so that Agents can answer calls and record responses in a uniform way.
- FR-5-m. Provide support for TTY calls using HCO and VCO so that Agents can interact with these calls using the same questions they would use with a voice call.

2.1.2.2. CC Operations Management

- FR-6. The CC Operations Management (COM) function shall be used by LA SAFE and CONTRACTOR to monitor and report on the Call Center system operations. The COM function shall have the following capabilities:
 - FR-6-a. Onsite (at the Call Center) and remote (by LA SAFE) monitoring of ongoing call activity including but not limited to:
 - FR-6-a-1 Number of calls handled, by Agent;
 - FR-6-a-2 Average time to handle, by Agent and for all Agents;
 - FR-6-a-3 Average time to answer, by Agent and for all Agents;
 - FR-6-a-4 Number of calls waiting and longest call waiting;
 - FR-6-a-5 Number of Agents on incoming calls;
 - FR-6-a-6 Number of Agents on outgoing calls; and
 - FR-6-a-7 Numbers of Agents idle.

- FR-6-b. Capture, store, and secure all records, data and information obtained while handling calls for LA SAFE.
- FR-6-c. Generate reports with the following minimum capabilities:
 - FR-6-c-1 Allow a report to be selected from a list of available reports.
 - FR-6-c-2 Allow a date range to be selected for each report that shall include, but not be limited to (all date ranges shall include whole days from Midnight to Midnight; "Week" is defined as Sunday to Saturday, inclusive):
 - FR-6-c-2-i All
 - FR-6-c-2-ii Today (the default)
 - FR-6-c-2-iii This week
 - FR-6-c-2-iv This month
 - FR-6-c-2-v This month-to-date
 - FR-6-c-2-vi Yesterday
 - FR-6-c-2-vii Last week
 - FR-6-c-2-viii Last week-to-date
 - FR-6-c-2-ix Last Month
 - FR-6-c-2-x Last month-to-date
 - FR-6-c-2-xi This year
 - FR-6-c-2-xii This year-to-date
 - FR-6-c-2-xiii Last year
 - FR-6-c-2-xiv Last year-to-date
 - FR-6-c-2-xv Custom (user-selectable date range)
 - FR-6-c-3 Select the type of calls to include in the report from a list, including but not limited to:
 - FR-6-c-3-i Call Box calls
 - FR-6-c-3-ii #399 Calls
 - FR-6-c-3-iii IVR-transferred calls
 - FR-6-c-3-iv Direct-dialed 511 calls
 - FR-6-c-3-v All calls (the default)
 - FR-6-c-4 View the report on screen with the option to save, e-mail, and print the report.

- FR-6-c-5 Schedule the automatic printing and/or e-mailing to one or more LA SAFE staff of any report on a daily, weekly, and monthly basis at a pre-specified and user-selectable time of day.
- FR-6-c-6 Using a Contractor-provided reporting tool, generate an ad-hoc report from the data in the Data Collection System (see Section 2.1.2.3) with the option to save, e-mail, and print the report. The reporting tool shall be intuitive to use and shall not require the user to have an intimate knowledge of SQL or like data manipulation language for use with a RDBMS.
- FR-6-c-7 Reports shall be accessible on-site and remotely by LA SAFE.
- FR-6-c-8 Develop reports to track and monitor Call Center operations, system performance, public usage, and other management and operational parameters. Reports shall include but not limited to:
 - FR-6-c-8-i Call Volume Report. A cross-tab report that summarizes the volume of calls received by type of call and hour of day.
 - FR-6-c-8-ii Outbound Calls. Summary report of the number of outbound calls organized by called party and type of call.
 - FR-6-c-8-iii Call Transfer Hold Time report. Summary report of the average hold time for transferred calls in increments of 1 min, 2 min, 5 min, 10 min, and greater than 10 minutes.
 - FR-6-c-8-iv Level of Service report summarizing performance and service-level metrics.
 - FR-6-c-8-v All calls broken down by disposition or type of call.
 - FR-6-c-8-vi Calls received, answered, abandoned.
 - FR-6-c-8-vii Calls busied out because of "trunk" unavailability.
 - FR-6-c-8-viii Average talk time/hold time.
 - FR-6-c-8-ix Average speed of answer.
 - FR-6-c-8-x Type of call handled/transferred/conferenced.
 - FR-6-c-8-xi Number of times a delayed announcement was played.
 - FR-6-c-8-xii Automatic Number Identifier (ANI) reports (Report on where calls originated).
 - FR-6-c-8-xiii Calls made using the translation service provider.
 - FR-6-c-8-xiv Calls transferred to agencies and call centers outside LA County.

FR-6-c-8-xv Calls by type of service from the TSP (landline versus cellular).

FR-6-c-9 Provide date-range comparison for each report by comparing the selected date range with the previous date range. For example, selecting "Today" as the date range would result in a comparison between "Today" and "Yesterday"; similarly for "This Year-to-date" and "Last Year-to-date".

2.1.2.3. CC Data Collection

FR-7. The CC Data Collection (CDC) function will be used to collect and manage the storage of call data in MATIS. The CC Data Collection function shall have the following minimum capabilities:

- FR-7-a. All forms of data associated with a call shall be recorded, time-stamped, and stored as one or more records with a unique identification number that can be cross-referenced with other computer and paper data files.
- FR-7-b. All records shall be stored in such a way that they can be located by querying a SQL-compliant RDBMS, whether or not the records are online in MATIS or offline in archival storage.
- FR-7-c. Online data records shall be backed up in such a way that full recovery to the point of any system failure is possible. In addition, point-in-time recovery to any point over the previous 24 hours shall be possible.
- FR-7-d. Electronic data records shall be kept online so that retrieval of any record for the past 2 years plus the current year can be made without accessing archival storage. Older records shall be archived annually to archival media with a shelf life in excess of 10 years.
- FR-7-e. All records shall be kept confidential and shall be separable from existing and future CONTRACTOR data and records not related to MATIS.
- FR-7-f. Records stored in electronic format shall be exportable in a format that can be easily interpreted by LA SAFE when requested. Export formats shall be jointly determined by LA SAFE and CONTRACTOR, but as a minimum, text-based formats such as XML or comma-separated values (CSV), and graphics formats such as JPEG shall be supported. All exported data in structured form shall be accompanied with a data dictionary describing the structure, format, and meaning of each and every data element in the export.

2.1.3. FSP Fleet Monitoring and Reporting Functions

The Fleet Monitoring and Reporting function shall provide a service that shall enable the FSP program to monitor their tow trucks in real-time, collect data on tow truck activities, monitor real-time alarm/notifications and provide a response, and generate reports from the data. The FSP program has contracted with a firm (the "AVL Provider") to perform the actual tracking of tow trucks. The real-time monitoring of the tow trucks will be done via the Internet using Web application interfaces that will be provided by the AVL Provider. Raw AVL data will be made available to MATIS via a data download interface that will be established by the AVL Provider. Several reports will be available from the AVL Provider using their Internet interfaces; other reports will need to be developed from the raw data provided to MATIS.

CONTRACTOR shall be responsible for providing the resources and staffing necessary to provide the monitoring, download, data input, and reporting functions as described below.

FR-8. CONTRACTOR shall provide the following Fleet Monitoring and Reporting functions.

2.1.3.1. FSP Data Collection

The FSP Data Collection (FDC) function will collect FSP data from a number of sources including, but not limited to:

- AVL tracking data downloaded from Metro FSP's automatic vehicle location (AVL) services provider;
- FSP operational data input manually by fleet monitoring personnel;

FR-9. In support of FSP Data Collection, CONTRACTOR shall develop an FSP Data Collection system with the following capabilities and features:

- FR-9-a. Request and receive data downloads from the AVL Provider via the Internet. LA SAFE and Metro FSP will assist CONTRACTOR in working with the AVL Provider to obtain interface specifications and other details needed to support the data download process (preliminary specifications are provided in Appendix D).
- FR-9-b. Store data in a SQL-compliant relational database management system (RDBMS) based on a schema that relates FSP data in a manner that satisfies FSP business rules.
- FR-9-c. Retain FSP data online for at least one calendar year from the time the data is first stored. Older data may be deleted or archived if requested by FSP.

2.1.3.2. Fleet Monitoring

FR-10. The Metro FSP program office currently provides tracking and monitoring services for its fleet of approximately 200 tow trucks using the AVL Provider. The services provide map-based tracking services and data reporting services accessible via the Internet. The Fleet Monitoring function shall provide the following capabilities:

- FR-10-a. Monitor the AVL Provider's tracking and monitoring system by CONTRACTOR to ensure it is operating properly during FSP hours. CONTRACTOR shall contact customer support for the AVL Provider should there be a failure and track the response and progress to repair the system.
- FR-10-b. Monitor the location and activities of the vehicles in the FSP fleet by CONTRACTOR staff during FSP operating hours. Appendix G provides a route map of current FSP beats, and Appendix H shows the operating hours and limits for FSP service on all beats. Monitoring shall begin thirty (30) minutes to one (1) hour before the start of each shift and continue for one (1) hour after each shift or until all tow trucks assigned for the shift have returned to their yard, whichever is less.
- FR-10-c. Provide a process to contact Metro FSP management, CHP management, and/or Tow Contractors by CONTRACTOR staff when pre-specified events occur or when activities not approved by FSP are observed. Certain events will require information to be transmitted via e-mail and others via a phone call.
- FR-10-d. Configure and maintain FSP data in the AVL Provider's system by CONTRACTOR including but not limited to the items below. These configurations are generally to take place outside FSP operating hours so as not to impact FSP operations during normal operating hours:

- FR-10-d-1 Establish or update geo-fences around beats, drop locations, and staging locations.
- FR-10-d-2 Establish or update landmarks to record FSP activity. Landmarks may include staging areas, FSP contractor facilities, and other locations pertinent to the FSP program.
- FR-10-d-3 Establish or update beat configurations for assigned vehicles and shifts.
- FR-10-d-4 Process vehicle redeployment information within a beat or from one beat to another.
- FR-10-d-5 Work with the AVL Provider to configure notifications/alerts based on FSP-provided conditions including, but not limited to;
 - FR-10-d-5-i Off-beat excursions;
 - FR-10-d-5-ii Early departure or late entry to beats;
 - FR-10-d-5-iii Excessive stop times.

2.1.3.3. Reporting

FR-11. The Reporting function shall provide the following capabilities:

- FR-11-a. Enter or update FSP operational data into the Data Collection system by CONTRACTOR that will be used in support of report generation including, but not limited to:
 - FR-11-a-1 Tow Contractor data (name, mailing address, billing address, phone, fax, e-mail, etc.).
 - FR-11-a-2 Tow truck and Driver assignments. These assignments may change on a shift-by-shift basis or when tow trucks are redeployed.
 - FR-11-a-3 Beat IDs, truck IDs, driver IDs, and vehicle configuration/type.
 - FR-11-a-4 Tow Contractor invoice validation and adjustment data, including, but not limited to: docks, overtime rate, late on-shift fines, early off-shift fines, excessive break fines, fines for CHP violations, and out-of-service fines.
 - FR-11-a-5 Overtime assignments. These assignments may occur on a shift-by-shift basis.
 - FR-11-a-6 Vehicle equipment inventory (AVL, voice and data radios, etc).
 - FR-11-a-7 Tow truck in-vehicle equipment repair and maintenance information.
 - FR-11-a-8 Inventory distribution information (FSP inventory distributed to Tow Contractors).
- FR-11-b. Schedule and/or print/e-mail reports from the AVL Provider's system.
- FR-11-c. Provide a Management Reporting System that will allow Metro FSP Management to generate, view, and print reports from data in the Data Collection system. Metro FSP management shall be provided access to the Management Reporting

System via the Internet so that they can generate pre-defined and ad-hoc reports. As a minimum, the following operations to be performed by FSP staff shall be supported via the Internet:

- FR-11-c-1 Select a report from a pick list of available reports. As a minimum, the following reports shall be available
 - FR-11-c-1-i Fine Report. Summary and/or details of fines assessed to Tow Contractors, Drivers and/or Beats/Contract.
 - FR-11-c-1-ii Dock Report. Summary and/or details of docks assessed to Tow Contractors Drivers, and/or Beats/Contract.
 - FR-11-c-1-iii Repair summary, by tow truck.
 - FR-11-c-1-iv Inventory summary, by Tow Contractor.
 - FR-11-c-1-v Overtime summary, by Tow Contractor.
- FR-11-c-2 Select a date range for each report that shall include, but not be limited to:
 - FR-11-c-2-i All
 - FR-11-c-2-ii Today (the default)
 - FR-11-c-2-iii This week
 - FR-11-c-2-iv This month
 - FR-11-c-2-v This month-to-date
 - FR-11-c-2-vi Yesterday
 - FR-11-c-2-vii Last week
 - FR-11-c-2-viii Last week-to-date
 - FR-11-c-2-ix Last Month
 - FR-11-c-2-x Last month-to-date
 - FR-11-c-2-xi This year
 - FR-11-c-2-xii This year-to-date
 - FR-11-c-2-xiii Last year
 - FR-11-c-2-xiv Last year-to-date
 - FR-11-c-2-xv Custom (user-selectable date range)
- FR-11-c-3 Select the Beat(s) and Shift(s) to be included in each report, if applicable.
- FR-11-c-4 View the report on screen with the option to save, e-mail, and print the report.

FR-11-c-5 Schedule the automatic printing and/or e-mailing to one or more FSP staff of any report on a daily, weekly, and monthly basis at a pre-specified and user-selectable time of day.

FR-11-c-6 Using a Contractor-provided reporting tool, generate an ad-hoc report from the data in the Data Collection system with the option to save, e-mail, and print the report.

2.2. Phase 1: Step 2 – Near-Term Enhancements

The functional block diagram depicted in Figure 3 is provided as a reference for the NTE functions that are described in this section. It is a descriptive device for capturing and relating functional requirements and does not suggest or recommend any particular implementation approach. Functions are represented by rounded rectangles; external entities are depicted as rectangles and are not addressed in this SOW. MATIS NTE functions are described in two areas, each of which corresponds conceptually to a subsystem:

- Traveler Information (TI) functions;
- Call Center (CC) functions.

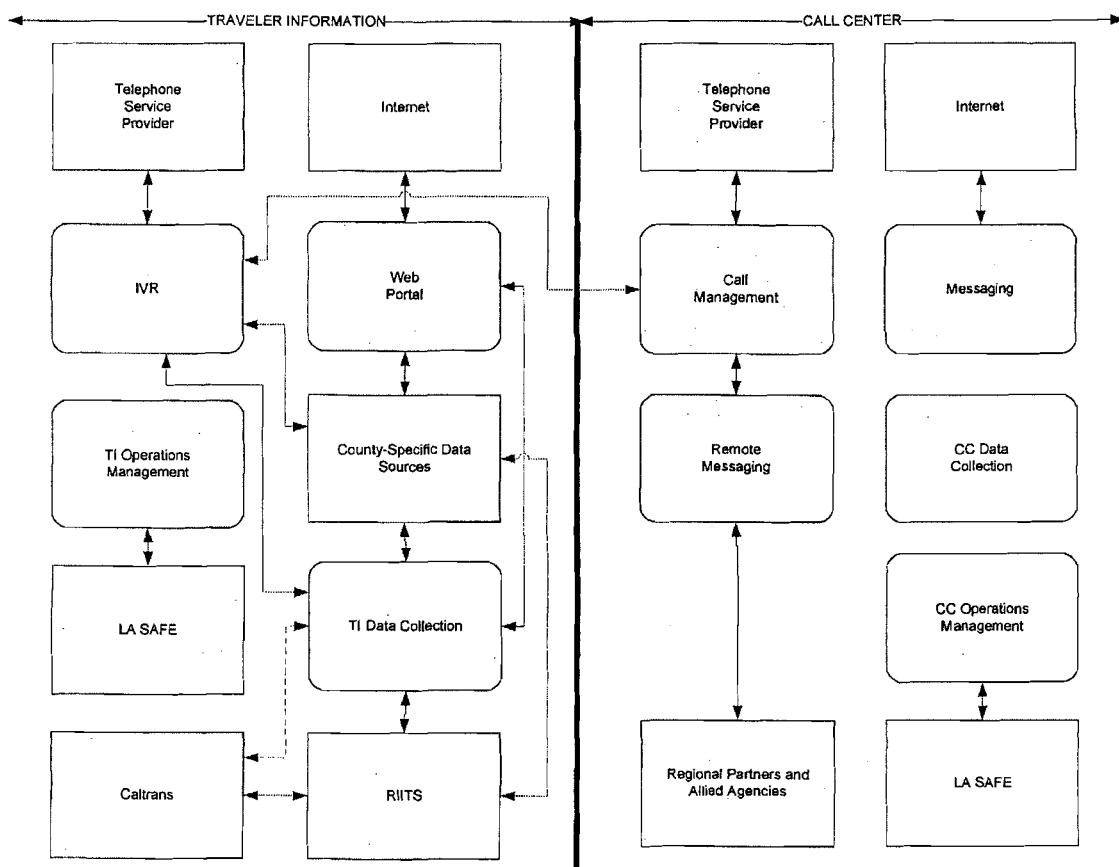


Figure 3: NTE Functional Block Diagram

2.2.1. Traveler Information Functions

2.2.1.1. IVR

FR-12. The IVR function in the MATIS Baseline shall be enhanced as follows:

FR-12-a. The following information services shall be added:

FR-12-a-1 Real-time weather

FR-12-a-2 Airport information

FR-12-a-3 General Emergency information

FR-12-a-4 Taxi/shuttle information

FR-12-a-5 Special event information

FR-12-a-6 Tourist information

FR-12-a-7 Amber Alert information

FR-12-b. The IVR tree developed to support English text-to-speech and speech-to-text conversions (see requirement FR-1-h) shall be enhanced to support Spanish language text-to-speech and speech-to-text conversions for Spanish-speaking users in parallel with and supporting the same conversions and touchtone mechanisms as provided for English-speaking users.

2.2.1.2. Web Portal

FR-13. The Web Portal function in the MATIS Baseline shall be enhanced as follows:

FR-13-a. The following information services shall be added:

FR-13-a-1 Airport information

FR-13-a-2 Tourist information

FR-13-a-3 General Emergency information

FR-13-a-4 Taxi/shuttle information

FR-13-a-5 Special event information

FR-13-a-6 Personalized information ("My Travel Info")

FR-13-a-7 Amber Alert information

FR-13-a-8 Driving directions and route planning combined with real-time and other freeway data relevant to the route.

2.2.2. LA SAFE Call Center Functions

2.2.2.1. Messaging

FR-14. A messaging function shall be incorporated to provide electronic messaging capabilities as follows:

- FR-14-a. An Instant Messaging (IM) capability shall be added to allow cellular users with IM capability to engage in IM "conversations" with an Agent. (Prior to the initiation of this service, both parties shall agree on any outstanding issues with regard to its operation.)

2.2.2.2. Remote Messaging

FR-15. A Remote Messaging (RM) function shall be added to provide a general remote messaging capability accessible via the Internet to Regional partners and authorized agencies with the following features/capabilities:

- FR-15-a. Provide a web-based application (the "Remote Messaging System" (RMS)) to electronically notify Regional partners and authorized agencies of non-emergency call box, #399, and other event records as specified by LA SAFE.
- FR-15-b. Access to the RMS shall be controlled and shall require authentication by, as a minimum, a user ID and password.
- FR-15-c. The records viewable by an authenticated user shall be filterable so that only those records of interest to the user are provided. Once established, the filtering criteria shall be persistently associated with the user across multiple authenticated sessions.

2.3. Phase 1: Step 3 – Long-Term Enhancements

CONTRACTOR shall ensure that MATIS is capable of providing the following long-term enhancements. CONTRACTOR shall conduct an analysis of the long-term enhancements, per Section 5.4 of the SOW.

2.3.1. Traveler Information Functions

2.3.1.1. IVR

FR-16. The IVR function may be enhanced as follows:

- FR-16-a. The following services may be added:
 - FR-16-a-1 Real-time arterial traffic congestion
 - FR-16-a-2 Real-time arterial traffic incidents
 - FR-16-a-3 Real-time arterial traffic speeds
 - FR-16-a-4 Real-time arterial road conditions
 - FR-16-a-5 Arterial Road closures
 - FR-16-a-6 Pedestrian information
 - FR-16-a-7 Commercial Vehicle Operations (CVO) information
 - FR-16-a-8 Alternate routing (freeways and arterials)
 - FR-16-a-9 Total travel options (considering all travel modes between a source and a destination)

2.3.1.2. Web Portal

FR-17. The Web Portal function may be enhanced as follows:

- FR-17-a. The following services may be added:
 - FR-17-a-1 Real-time arterial traffic congestion
 - FR-17-a-2 Real-time arterial traffic incidents
 - FR-17-a-3 Real-time arterial traffic speeds
 - FR-17-a-4 Real-time arterial road conditions
 - FR-17-a-5 Arterial Road closures
 - FR-17-a-6 Pedestrian information
 - FR-17-a-7 Commercial Vehicle Operations (CVO) information
 - FR-17-a-8 Alternate routing (freeways and arterials)
 - FR-17-a-9 Total travel options (considering all travel modes between a source and a destination)
- FR-17-b. Advanced messaging services to disseminate traveler information to users using wireless technologies (for example, PDAs and cellular phones with Internet capabilities, RSS feeds, etc.)
- FR-17-c. Advanced integration services that will allow existing and new regional partners and other public and private organizations to electronically provide content and/or access MATIS for content.
- FR-17-d. A version of the Web Portal supporting Spanish language users.

2.3.1.3. FSP Fleet Monitoring and Reporting

FR-18. The FSP Fleet Monitoring and Reporting function may be enhanced as follows:

- FR-18-a. Enhance the Data Collection System to support the use of mobile data terminals (MDTs) in the tow trucks. The MDTs will be used to support incident management and the collection of vehicle assist data (data on the assistance provided to a motorist. MDT data is anticipated to be provided by the AVL Provider using the same physical interface used for AVL data, but containing additional data types and new or updated means for obtaining MDT data.
- FR-18-b. Enhance the Management Reporting System to provide additional reports from MDT-provided incident management and vehicle assist data.

3. NON-FUNCTIONAL REQUIREMENTS

3.1. General

- NFR-1. CONTRACTOR shall ensure compliance with the quality assurance process defined in the Project Management Plan (see Section 5.1.1 of the SOW). This requirement shall be consistent with the required performance measures established below and it shall apply to all aspects of conducting business as a Contractor with LA SAFE.
- NFR-2. CONTRACTOR shall develop a system and process that will fully document any comments, recommendations and/or complaints received from users and Regional

Partners regarding the services available through MATIS. This information shall be provided for review and action by LA SAFE in the Project Status Reports (see Section 5.1.2 of the SOW).

- NFR-3. CONTRACTOR shall establish all telephone service equipment and services including, but not limited to, data services, telephone services, telephone network translations for #399 and Call Boxes in LA County to the Call Management system, and telephone network translations for 5-1-1 throughout the Region to the IVR system. CONTRACTOR shall coordinate all activities associated with the establishment of #399, Call Box, and 5-1-1 services with LA SAFE and shall ensure that all landline and cellular telephone network translations are portable and belong to LA SAFE.
- NFR-4. CONTRACTOR shall establish all internet service equipment and services. CONTRACTOR shall ensure that all internet domain names and registrations belong to LA SAFE.

3.2. Hardware

- NFR-5. In the interests of minimizing risk and cost, preference will be given to solutions that make use of standard unmodified, service-proven, commercial off-the-shelf (COTS) or original equipment manufacturer (OEM) components. CONTRACTOR is discouraged from offering unproven products, or products requiring special research and development (R&D) and non-recurring engineering (NRE), unless CONTRACTOR is prepared to pay for such development costs in full, agree to extensive production, environmental and field testing at their expense, and provide firm assurances to LA SAFE's satisfaction supporting the mitigation of schedule impact and post-deployment operational problems and setbacks.

3.3. Software

- NFR-6. In the interests of minimizing risk and cost, preference will be given to solutions that make use of existing service-proven operational software as a base on which to implement MATIS. LA SAFE anticipates that some required service functions will need to be customized to LA SAFE's specific operational requirements. CONTRACTOR is strongly discouraged from offering unproven software or software requiring special R&D and NRE *as a base* on which to develop/customize service requirements, unless CONTRACTOR is prepared to pay for such developmental costs in full, agrees to extensive field acceptance testing at their expense, provides firm assurances to LA SAFE's satisfaction supporting the mitigation of schedule impact and post-deployment operational problems and setbacks, and provides LA SAFE with the appropriate royalty-free licenses and agreements that will allow LA SAFE to continue any operation and/or modification of MATIS with or without CONTRACTOR's involvement.

3.4. Security and Privacy

- NFR-7. CONTRACTOR shall ensure that all access to confidential LA SAFE data is protected with a level of security that requires authentication of the user of the data and an audit trail of the level of access granted to the user.
- NFR-8. CONTRACTOR shall ensure that no LA SAFE data are disclosed, disseminated, or otherwise provided to any party without prior authorization from LA SAFE.
- NFR-9. CONTRACTOR shall ensure that all LA SAFE data under the control of CONTRACTOR shall be compliant with LA SAFE privacy policies. Public notices to this effect shall be provided on all publicly-accessible services, including, but not limited, to the Web Portal.

- NFR-10. CONTRACTOR shall ensure that all interfaces to systems external to MATIS, including but not limited to interfaces to the public Internet, are protected from virus, spyware, and other malware; electronic intrusions; and all other means of unauthorized electronic entry or access.

3.5. 511 Branding

- NFR-11. CONTRACTOR shall incorporate LA SAFE approved 511 branding in any collateral (greetings, logos, signage, web pages, color palette, fonts, tag lines, etc.) developed for MATIS.

3.6. Traveler Information

- NFR-12. The design and content of all Web Portal's pages shall be approved by LA SAFE. No content shall be published to the Web Portal by CONTRACTOR without the express permission of LA SAFE.
- NFR-13. The design of the TI Data Collection system shall be flexible and extensible in order to accommodate the future implementation of interfaces to external data sources, such as may be defined in the LTE step.
- NFR-14. All Web pages developed under this contract shall bear a copyright notice or link thereto for LA SAFE

3.7. Call Center

- NFR-15. Archived records shall be maintained onsite at CONTRACTOR's facilities until transferred to LA SAFE or authorized for destruction by LA SAFE. No records shall be destroyed without the approval of LA SAFE and, if authorized, records shall be properly and completely destroyed. LA SAFE shall be provided with any and all records upon request, whether they are online or offline.

3.8. Performance and Service Level

- NFR-16. CONTRACTOR shall maintain the performance and service levels summarized in Table 2. CONTRACTOR'S failure to maintain the required performance and service levels may result in the assessment of liquidated damages as described in Article 25 of the Contract.

Table 2: Performance and Service-Level Requirements

Subsystem	Functional Area	Performance Objective	Acceptable Quality Level (AQL)	Method of Performance Assessment
LA SAFE Call Center				
	Call Management	Calls must be answered promptly by Agents	75% of calls must be answered by an Agent within 20 seconds from the time the call is received at the Call Center from the TSP.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		The Call Management function must be highly available	The Call Management function must have an operational availability of at least 99.95%, measured over an operating cycle of seven (7) days starting at midnight every Sunday.	Monthly evaluation of Level-of-Service statistics and maintenance activities included in the monthly Project Status Report
		Lost and abandoned calls must be minimized	Lost or abandoned calls must not exceed 5% of total calls. Calls less than 20 seconds shall not be considered a lost or abandoned call.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Calls must be rerouted by the TSP in accordance with approved procedures if the Call Center cannot receive calls.	Calls must be automatically rerouted by the TSP within 1 minute of an outage at the Call Center or within 5 minutes if a manual request is made to the TSP to reroute calls.	Random but coordinated disconnection of the TSP services at the Call Center
		Calls that require translation must be handled promptly	The translation service provider must handle 85% of incoming calls within two rings and connect the caller to the appropriate interpreter within 2 minutes.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		The Call Management function must be able to handle high call volumes	The Call Management function must be able to handle a minimum of 150 simultaneous voice and TTY calls and up to 200,000 voice and TTY calls per month, including Call Box, #399, and transferred TI calls.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		The performance of the Call Management function must be scalable up or down to adjust to calling patterns	The Call Management function and supporting Call Center resources must be able to scale proportionately to accommodate changing call volumes per month from the deployment of the MATIS Baseline to the end of the contract.	Evaluation of monthly Project Status Reports and resource and staffing allocations.

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		Calls must be handled and completed efficiently	The average duration of a call shall not exceed 2.5 minutes from the time the call is answered by an Agent.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		No call data shall be lost due to unavailability of data storage resources	100% of call data shall be captured, either on paper or in the Data Collection system	Random comparison of call logs and call data stored in the Data Collection system.
	Operations Management	LA SAFE must be able to generate reports online quickly	LA SAFE must be able to select a report and have the report viewable on screen within 1 minute from the time the report is requested, after all input parameters have been provided.	Random testing
		Customers must be satisfied with the level of service provided	No more than 5 validated complaints per any rolling 30-day period shall be permitted.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
	Data Collection	The Data Collection system must be highly available	The Data Collection function must have an operational availability of at least 99.93% over an operating cycle of 24 hours starting at midnight.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Data collected from external systems must be accurate	All data received from an external system must be captured without error or loss of precision.	Random comparison of data stored in the Data Collection system with source data.
		No stored data must be lost	100% of data stored in the Data Collection system must be recoverable to the point of any system failure	Evaluation of data after a system failure
		The Data Collection system must be able to accommodate changing data storage needs	No data shall be lost due to unavailability of storage resources	Monthly evaluation of maintenance logs and maintenance activities in the monthly Project Status Report.
Traveler Information				
	Data Collection	The Data Collection system must be highly available	The Data Collection system must have an operational availability of at least 99.93% measured over an operating cycle of 24 hours starting at midnight.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Data collected from external systems must be accurate	All data received from an external system must be captured without error or loss of precision.	Random comparison of data stored in the Data Collection system with source data.
		No stored data must be lost	100% of data stored in the Data Collection system must be recoverable to the point of any system failure	Evaluation of data after a system failure

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		The Data Collection system must be able to accommodate changing data storage needs	No data shall be lost due to unavailability of storage resources	Monthly evaluation of maintenance logs and maintenance activities in the monthly Project Status Report.
	IVR	The IVR system must be highly available	The IVR system must have an operational availability of at least 99.93% measured over an operating cycle of 24 hours starting at midnight.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Calls must be answered promptly by the IVR system	95% of calls must be answered by the IVR system within 20 seconds from the time the call is passed to the IVR system from the TSP	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Lost and abandoned calls must be minimized	Lost or abandoned calls must not exceed 5% of total calls	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Calls must be automatically rerouted by the TSP to the Call Center if the IVR system cannot receive calls	Calls must be automatically rerouted by the TSP to the Call Center within 2 minutes of an outage of the IVR system	Random but coordinated disconnection of the TSP services at the IVR system.
		IVR data logs should not be lost due to storage problems	100% of IVR calls shall be successfully logged	Random comparison of IVR call logs and IVR logs stored in the Data Collection system.
		The IVR system must be able to handle high call volumes	The IVR system must be able to handle a minimum of 230 simultaneous calls and up to 400,000 calls per month during the first six months of operation and an expected minimum 5% annual increase thereafter.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		The information reported by the IVR system must be accurate	100% of the information reported to users by the IVR system must be accurate based on the source data.	Random comparisons of IVR logs with source data.
		The capacity of the IVR system must be scalable up or down to adjust to calling patterns for inbound and outbound calls.	The IVR system must be able to scale proportionately to accommodate changing call volumes per month from the System Start Date to the end of the contract.	Evaluation of monthly Project Status Reports
		The IVR system must be able to handle transient peaks and overflows	The IVR system must be able to handle transient peaks and overflows that might occur from time-to-time, particularly during peak commuting hours by maintaining a call-blocking probability of 1% or less.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report

	Web Portal	Must be able to handle high hit rates, particularly during peak hours	The portal must be able to provide a response time of 3 seconds or less for any page while supporting a peak load of 100,000 page hits/hour and 3000-4000 concurrent sessions during the first six months of operation and an expected minimum 5% annual increase in peak load thereafter.	Random testing during peak hours. Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		The Web portal system must be highly available	The Web portal system must have an operational availability of at least 99.95% measured over an operating cycle of 24 hours starting at midnight.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		The performance of the portal must be scalable up or down to adjust to web traffic	The Web portal must be able to scale up so that the worst-case response time per locally-generated page is 3 seconds, regardless of the number of hits/hour.	Evaluation of monthly Project Status Reports and random review of Web logs.
		The information reported by the Web portal must be accurate	100% of the information reported to users by the Web portal must be accurate based on the source data.	Random comparisons of the information in Web portal pages with source data.
		Special messages and updates must be posted promptly	Special messages and updates shall be posted to the Web site within 15 minutes from the time they are approved by LA SAFE or from the time they are received by CONTRACTOR if the content is pre-approved by LA SAFE.	Monthly evaluation of maintenance logs and maintenance activities in the monthly Project Status Report.
	Operations Management	Users must have a high regard for the TI services	No more than 5 validated complaints per any rolling 30-day period shall be permitted.	Evaluation of monthly Project Status Reports
LA County: FSP Fleet Monitoring and Reporting				
	Data Collection	The Data Collection function must be highly available	The Data Collection function must have an operational availability of at least 99.95% measured over an operating cycle of seven (7) days starting at midnight every Sunday.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Data collected from external systems must be accurate	All data received from an external system must be captured without error or loss of precision.	Random comparison of data stored in the Data Collection system with source data.

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		The Data Collection function must be able to handle all data pushed from the AVL provider without data loss or excessive queuing by the Provider.	The Data Collection function shall be able to sustain a data input throughput of 500 records per minute, uniformly distributed, during FSP operating hours with each record containing up to 2K Bytes.	Monthly evaluation of data capture logs and Provider data sourcing logs.
		The Data Collection system must be able to accommodate changing data storage needs	No data shall be lost due to unavailability of storage resources	Monthly evaluation of maintenance logs
	Fleet Monitoring	Reports on anomalous activities by tow trucks must be timely	LA SAFE and/or Tow Contractors must be notified within 5 minutes of an anomalous event per established FSP procedures.	Monthly evaluation of Level-of-Service reports included in the monthly Project Status Report
		Updates to the AVL configuration must be accurate	Updates requested by Metro FSP must be implemented by CONTRACTOR within 24 hours from the time of the request.	Updates will be checked by Metro FSP for timeliness and accuracy.
	Reporting	Entry/Update of data via the Data Collection function must be timely and accurate	Entry/updates requested by Metro FSP must be implemented within 24 hours from the time of the request.	Entry/updates will be checked by Metro FSP for timeliness and accuracy.
		Reports requested by Metro FSP must be timely	Reports that are not scheduled shall be provided within 24 hours from the time of the request.	Issues with reports reported by FSP.
		Reports must be accurate	Data included in reports must be 100% accurate based on the data stored in the Data Collection system	Random comparisons with the actual data stored in the Data Collection system.
General				
		Users must be satisfied with the services	90% of respondents to evaluations of services provided to the public must give a rating of 5 or above using a rating scale of 1 to 10 where 1 is "highly unsatisfied", 5 is "satisfied", and 10 is "highly satisfied"	CONTRACTOR shall include statistics on user surveys in the monthly Project Status Reports

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		Service delivery disruptions must be kept to a minimum	A service delivery disruption shall occur whenever ANY service available to the public (Live operator call answering for call box, #399, and transferred calls; IVR; and Web Portal) is unavailable simultaneously to two or more persons attempting to use the service and the disruption is due to factors within the control of CONTRACTOR. The total unscheduled service disruption time over all services shall be less than one hour per month.	CONTRACTOR shall include statistics on service disruptions in each monthly Project Status Report.
		Responses to critical issues must be handled promptly	A critical issue shall be one that simultaneously affects two or more users of ANY service available to the public (Live operator call answering for call box, #399, and transferred calls; IVR; and Web Portal). CONTRACTOR shall respond to a critical issue within 10 minutes, provide status updates to LA SAFE every 15 minutes, and resolve the issue within one hour.	CONTRACTOR shall include statistics on critical issues and their response and resolution in the monthly Project Status Report.
		Responses to non-critical issues must not be ignored.	A non-critical issue shall be one that affects a single user of ANY service or an inquiry from a user. CONTRACTOR shall respond to non-critical issues and inquiries within one business day and resolve the issue or inquiry within two business days or on a schedule approved by LA SAFE for each issue or inquiry requiring a response that would take more than one business day.	CONTRACTOR shall include statistics on non-critical issues and their response and resolution in the monthly Project Status Report.
		CONTRACTOR must be responsive.	CONTRACTOR shall be responsive in providing deliverables when they are due to LA SAFE per schedules approved by LA SAFE.	Monitoring by LA SAFE of schedule adherence in project status meetings and as reported in the Project Status Reports.

3.9. Manuals

This section defines the requirements for manuals that CONTRACTOR shall deliver with MATIS.

NFR-17. CONTRACTOR shall provide the following manuals:

NFR-17-a. A detailed written operational policies and procedures manual (System Operations Manual) that describes the operation of MATIS. The manual shall address:

- NFR-17-a-1. Call Center operations
- NFR-17-a-2. IVR operations
- NFR-17-a-3. Web Portal operations
- NFR-17-a-4. Fleet Monitoring and Reporting operations
- NFR-17-a-5. Responding to LA SAFE requests for specific details on MATIS operations and performance measures.
- NFR-17-a-6. Reporting the performance of MATIS.
- NFR-17-a-7. Responding to requests from LA SAFE for service changes or improvements.
- NFR-17-a-8. Emergency operations, addressing fire, police emergencies, natural disasters, and power outages (short- and long-term).

NFR-17-b. A detailed System Administrator's Guide that shall document all administrative aspects of MATIS in sufficient detail so that continued administration of the system is assured as a result of staffing or other changes. The Guide shall address:

- NFR-17-b-1. Basic operations
 - Startup/Shutdown
 - System monitoring
 - User administration
 - Backup and Recovery
 - Database operations and maintenance
 - System logs and log maintenance
- NFR-17-b-2. Security features
- NFR-17-b-3. System/Network configuration
- NFR-17-b-4. System interfaces

NFR-17-c. CONTRACTOR shall develop and maintain a detailed System Maintenance Manual that shall document all processes and procedures necessary for maintenance personnel to maintain MATIS effectively. Procedures shall be

described in sufficient detail so that continued maintenance of the system is assured as a result of staffing or other changes.

- NFR-17-d. CONTRACTOR shall develop and maintain a Web Design and Implementation Guide that shall provide page layout, page implementation, and content design style guidelines, which shall include marketing, advertising and sponsorship guidelines. LA SAFE and the CONTRACTOR shall discuss and jointly design, develop and update appropriate guidelines regarding marketing, advertising and sponsorships. The Guide shall be used by the CONTRACTOR to properly manage the deployment and operation of the MATIS Web Portal. This Guide shall be used by CONTRACTOR and LA SAFE content providers in order to provide a consistent user experience throughout the MATIS Web Portal. The Guide shall also provide instructions on how to publish applications, application updates, and individual page updates to the Web Portal.

3.10. Compatibility

- NFR-18. All 511 Traveler Information services and content shall conform to ITS America and National 511 Deployment Coalition standards and guidelines. The guidelines are available at www.deploy511.org.
- NFR-19. To the maximum extent possible, MATIS shall utilize ITS standards in accordance with the National ITS Architecture framework (see www.its.dot.gov). CONTRACTOR should familiarize itself with regional ITS architecture plans, including but not limited to the Southern California ITS Regional Architecture (www.scag.ca.gov/its).

3.11. Mapping

- NFR-20. CONTRACTOR shall be responsible for providing electronic mapping technologies that are devoid of advertising either by CONTRACTOR or by the owner or licensor of the mapping technology.

3.12. Marketing, Advertising and Sponsorships

- NFR-21. CONTRACTOR shall ensure that MATIS is capable of disseminating marketing, advertising and sponsorship information to the public by all available means including, but not limited to, the Web Portal and the IVR. CONTRACTOR shall be responsible for verifying that all marketing, advertisement and sponsorship content is in compliance with LA SAFE policies regarding the dissemination of information to the public. CONTRACTOR shall also ensure that all appropriate approvals regarding any marketing, advertising or sponsorships have been obtained prior to dissemination to the public. Marketing, advertising and sponsorships shall include both commercially procured information as well as LA SAFE directed marketing information.
- NFR-22. The use of digital marketing, advertising or sponsorships by any means shall not in any way impede or infringe upon the ability of a user to directly obtain any requested or desired information by requiring the user to interact with the marketing, advertising or sponsorship messages. In addition, the placement of and distribution method used to support any digital marketing, advertising or sponsorship shall not in any way distract from the overall purpose of MATIS, diminish the presentation of information or negatively impact the user experience. CONTRACTOR shall identify and obtain LA SAFE approval of each and every digital marketing, advertising and sponsorship format and specification to be used in MATIS prior to its implementation and publication.
- NFR-23. The use of voice marketing, advertising and sponsorship by any means shall not in any way impede or infringe upon the ability of a user to directly obtain any requested or

desired information by requiring the user to interact with the marketing advertising or sponsorship messages. In addition, the placement of and distribution method used to support any voice marketing, advertising or sponsorship shall not in any way distract from the overall purpose of MATIS, diminish the presentation of information or negatively impact the user experience. CONTRACTOR shall identify and obtain LA SAFE approval of each and every voice marketing, advertising and sponsorship format and specification to be used in MATIS prior to its implementation.

- NFR-24. LA SAFE shall retain the right to rescind and/or require the modification of any approved marketing, advertising and sponsorship content, placement, layout and/or distribution method. LA SAFE also retains the sole right to determine the level of distraction and/or impact of any digital or voice marketing, advertising or sponsorship.

APPENDIX A: LIST OF ACRONYMS

Acronym	Description
ACD	Automatic Call Distributor
ANI	Automatic Number Identification
API	Automatic Programming Interface
ASR	Automatic Speech Recognition
AVL	Automatic Vehicle Location
CC	Call Center
CHP	California Highway Patrol
COTS	Commercial Off-the-Shelf
FMR	Fleet Management and Reporting
FSP	Freeway Service Patrol
GPS	Global Positioning System
HCO	Hearing Carry-Over
ITS	Intelligent Transportation System
IVR	Interactive Voice Response
JPEG	Joint Photographic Experts Group
LA SAFE	Los Angeles County Service Authority for Freeway Emergencies
LACC	Los Angeles Communication Center (CHP)
LTE	Long-Term Enhancements
MATIS	Motorist-Aid and Traveler Information System
MDT	Mobile Data Terminal
NRE	Non-Recurring Engineering
NTE	Near-Term Enhancements
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
PDA	Portable Digital Assistant
PSTN	Public Switched Telephone Network
R&D	Research and Development
RDBMS	Relational Database Management System
RIITS	Regional Integration of Intelligent Transportation Systems
RMS	Remote Messaging System
RSS	Really Simple Syndication
SMS	Short Message Service
SOW	Statement of Work
TI	Traveler Information
TSP	Telephone Service Provider
TTY	Telecommunication Device for the Deaf
VCO	Voice Carry-Over

APPENDIX B: SERVICES MATRIX

	BASELINE					NEAR-TERM ENHANCEMENTS					LONG-TERM ENHANCEMENTS				
	LA	OC	RIV	SB	VC	LA	OC	RIV	SB	VC	LA	OC	RIV	SB	VC
TRAVELER INFORMATION SERVICES															
IVR SERVICES															
Real-time freeway traffic congestion	X	X	X	X	X										
Real-time freeway traffic incidents	X	X	X	X	X										
Real-time freeway traffic speeds	X	X	X	X	X										
Real-time freeway travel times	X	X	X	X	X										
Real-time road conditions	X	X	X	X	X										
Road closures	X	X	X	X	X										
Automated transit trip planning	X														
Real-time transit vehicle status	X														
General transit information	X	X	X	X	X										
Non-automated transit trip planning	X1	X1	X1	X1	X1										
MetroLink information	X2	X2	X2	X2	X2										
Specialized Transportation Services information	X1	X1	X1	X1	X1										
Rideshare information	X1	X1	X1	X1	X1										
Bicycle information	X1	X1	X1	X1	X1										
Park and Ride lot information	X	X1	X1	X1	X1										
Amtrak information	X2	X2	X2	X2	X2										
Real-time weather						X		X	X	X		X			
Airport information						X		X	X	X		X			
General Emergency information						X		X	X	X		X			
Taxi/shuttle information						X		X	X	X		X			
Special event information						X		X	X	X		X			
Tourist information						X		X	X	X		X			
Real-time arterial traffic congestion											X	X	X	X	X
Real-time arterial traffic incidents											X	X	X	X	X
Real-time arterial traffic speeds											X	X	X	X	X
Real-time arterial road conditions											X	X	X	X	X
Arterial Road closures											X	X	X	X	X
Pedestrian information											X	X	X	X	X

Commercial Vehicle Operations (CVO) information													X	X	X	X	X
Alternate routing (freeways and arterials)													X	X	X	X	X
Total travel options (considering all travel modes between a source and a destination)													X	X	X	X	X
INTERNET SERVICES																	
Real-time freeway traffic congestion	X	X	X	X	X												
Real-time freeway traffic incidents	X	X	X	X	X												
Real-time freeway traffic speeds	X	X	X	X	X												
Real-time freeway travel times	X	X	X	X	X												
Real-time road conditions	X	X	X	X	X												
Road closures	X	X	X	X	X												
Automated transit trip planning	X	X	X	X	X												
Real-time transit vehicle status	X				X												
General transit information	X	X	X	X	X												
MetroLink information	X	X	X	X	X												
Specialized Transportation Services information	X	X	X	X	X												
Rideshare information	X	X	X	X	X												
Bicycle information	X	X	X	X	X												
Park and Ride lot information	X	X	X	X	X												
Amtrak information	X	X	X	X	X												
Real-time weather	X	X	X	X	X												
Streaming videos and real-time captures from roadway cameras	X	X	X	X	X												
Airport information						X	X	X	X	X							
General Emergency information						X	X	X	X	X							
Taxi/shuttle information						X	X	X	X	X							
Special event information						X	X	X	X	X							
Tourist information						X	X	X	X	X							
Personalized information ("My Travel Info")						X	X	X	X	X							
Real-time arterial traffic congestion													X	X	X	X	X
Real-time arterial traffic incidents													X	X	X	X	X
Real-time arterial traffic speeds													X	X	X	X	X
Real-time arterial road conditions													X	X	X	X	X
Arterial Road closures													X	X	X	X	X
Pedestrian information													X	X	X	X	X

Commercial Vehicle Operations (CVO) information														X	X	X	X	X				
Alternate routing (freeways and arterials)														X	X	X	X	X				
Total travel options (considering all travel modes between a source and a destination)														X	X	X	X	X				
CALL CENTER SERVICES																						
Answering Call Box calls	X																					
Answering #399 calls	X																					
Answering direct dialed and IVR-transferred Traveler Information calls	X																					
Responding to Electronic Messaging requests (e-mail) for motorist aid or traveler information	X																					
FLEET MONITORING AND REPORTING SERVICES																						
Monitor FSP vehicle activities using existing automatic vehicle location (AVL) and mobile data terminal (MDT) systems	X																					
Provide statistical and other reports on the activities of FSP vehicles	X																					
MESSAGING SERVICES																						
Instant Messaging services supporting conversations between users and Agents in the LA SAFE Call Center																		X				
Short Message Service (SMS) supporting simple dialogues between users and Agents																		X				
Advanced messaging services to disseminate traveler information to users using wireless technologies																	X	X	X	X	X	
INTEGRATION SERVICES																						
Advanced integration services																		X				

X1 - Transfer to a live operator
 X2 - Transfer to external IVR

APPENDIX C: DATA SOURCES

	Data Source				
	LA	OC	RIV	SB	VC
TRAVELER INFORMATION SERVICES					
IVR SERVICES					
Real-time freeway traffic congestion	RD7	D12	D8	D8	RD7
Real-time freeway traffic incidents	RC	RC	D8	D8	RC
Real-time freeway traffic speeds	RD7	D12	D8	D8	RD7
Real-time freeway travel times	RD7	D12	D8	D8	RD7
Real-time road conditions	RD7	D12	D8	D8	RD7
Road closures	RD7	D12	D8	D8	RD7
Automated transit trip planning	MTP	OCTA	MTP	MTP	MTP
Real-time transit vehicle status	RMT	OCTA	N/A	N/A	TBD
General transit information	RMT	OCTA	800C	800C	TBD
Non-automated transit trip planning	TL	TL	TL	TL	TL
MetroLink information	ML	ML	ML	ML	ML
Specialized Transportation Services information	TL	TL	800C	800C	TL
Rideshare information	800C	800C	800C	800C	800C
Bicycle information	TL	TL	TBD	TBD	TL
Park and Ride Lot information	TBD	TL	TBD	TBD	TL
Amtrak information	TA	TA	TBD	TBD	TA
Real-time weather	NWS	NWS	TBD	TBD	NWS
Airport information	TBD	TBD	TBD	TBD	TBD
General Emergency information	TBD	TBD	TBD	TBD	TBD
Taxi/shuttle information	TBD	TBD	TBD	TBD	TBD
Special event information	TBD	TBD	TBD	TBD	TBD
Tourist information	TBD	TBD	TBD	TBD	TBD
Real-time arterial traffic congestion	RL	TBD	TBD	TBD	TBD
Real-time arterial traffic incidents	RL	TBD	TBD	TBD	TBD
Real-time arterial traffic speeds	RL	TBD	TBD	TBD	TBD
Real-time arterial road conditions	TBD	TBD	TBD	TBD	TBD
Arterial Road closures	TBD	TBD	TBD	TBD	TBD

- RD7 Caltrans District 7 via RIITS
- RC CHP via RIITS
- MTP Metro Trip Planner
- RMT Metro Bus and Metro Rail Operations via RIITS
- ML MetroLink IVR
- TL Live Operator
- RL LADOT via RIITS
- TA Amtrak IVR or live operator
- D8 Caltrans District 8

- 800C As currently provided by 1-800-Commute

- D12 Caltrans District 12
- OCTA Orange County Transportation Authority

Pedestrian information	TBD	TBD	TBD	TBD	TBD
Commercial Vehicle Operations (CVO) information	TBD	TBD	TBD	TBD	TBD
Alternate routing (freeways and arterials)	TBD	TBD	TBD	TBD	TBD
Total travel options (considering all travel modes between a source and a destination)	TBD	TBD	TBD	TBD	TBD

INTERNET SERVICES					
Real-time freeway traffic congestion	RD7	D12	D8	D8	RD7
Real-time freeway traffic incidents	RC	RC	RC	RC	RC
Real-time freeway traffic speeds	RD7	D12	D8	D8	RD7
Real-time freeway travel times	RD7	D12	D8	D8	RD7
Real-time road conditions	RD7	D12	D8	D8	RD7
Road closures	RD7	D12	D8	D8	RD7
Automated transit trip planning	MW	OW	MW	MW	MW
Real-time transit vehicle status	RIITS	N/A	N/A	N/A	VNW
General transit information	MW	OW	TBD	TBD	VW
MetroLink information	MT	MT	MT	MT	MT
Specialized Transportation Services information	TBD	OW	TBD	TBD	VW
Rideshare information	CSI	CSI	CSI	CSI	CSI
Bicycle information	TBD	TBD	TBD	TBD	TBD
Park and Ride Lot information	TBD	TBD	TBD	TBD	TBD
Amtrak information	AW	AW	AW	AW	AW
Real-time weather	NWS	NWS	NWS	NWS	NWS
Streaming videos and real-time captures from roadway cameras	RD7	D12	D8	D8	RD7
Airport information	TBD1	TBD	TBD	TBD	TBD
General Emergency information	TBD	TBD	TBD	TBD	TBD
Taxi/shuttle information	TBD	TBD	TBD	TBD	TBD
Special event information	TBD	TBD	TBD	TBD	TBD
Tourist information	TBD2	TBD	TBD	TBD	TBD
Personalized information ("My Travel Info")	TBD	TBD	TBD	TBD	TBD
Real-time arterial traffic congestion	RL	TBD	TBD	TBD	TBD
Real-time arterial traffic incidents	RL	TBD	TBD	TBD	TBD
Real-time arterial traffic speeds	RL	TBD	TBD	TBD	TBD

- MW www.metro.net
- MT www.metrolinktrains.com
- AW www.amtrak.com
- NWS www.wrh.noaa.gov
- LASO Requires coordination with the Sheriff's EOC
- TBD1 To be determined -
- TBD2 To be determined - see www.latourist.com
- TBD To be determined
As currently provided by CommuteSmart.info
- CSI www.octa.net
- OW www.octa.net
- VNW www.goventura.org or www.nextbus.com
- VW www.goventura.org

SYSTEM REQUIREMENTS

MATIS

Real-time arterial road conditions	TBD	TBD	TBD	TBD	TBD
Arterial Road closures	TBD	TBD	TBD	TBD	TBD
Pedestrian information	TBD	TBD	TBD	TBD	TBD
Commercial Vehicle Operations (CVO) information	TBD	TBD	TBD	TBD	TBD
Alternate routing (freeways and arterials)	TBD	TBD	TBD	TBD	TBD
Total travel options (considering all travel modes between a source and a destination)	TBD	TBD	TBD	TBD	TBD

X1 - Transfer to a live operator

X2 - Transfer to external IVR

APPENDIX D: INTERFACES TO EXTERNAL SYSTEMS

This appendix provides information on interfaces to external systems. CONTRACTOR will be required to work with the external system owners to develop detailed interface specifications.

RIITS

RIITS provides public XML web services interfaces. These interfaces are fully described on the RIITS web site at www.riits.net and include XML schemas and sample client code. The interfaces that will be used with MATIS are the "Public Agency Data Feed", which require special access. CONTRACTOR may use the "Non-Public Agency Data Feed" interfaces for bidding purposes – the difference from the Public Agency Data Feed is in event data: non-public agencies do not have access to certain data, including city streets and transit information.

Caltrans

Caltrans District 7 (D7) data will be provided through RIITS. Caltrans District 8 (D8) and District 12 (D12) are currently working together on a project to share all data generated by the ATMS in an XML format with RIITS. In addition to the SAE format this data will be available in TMDD format compatible with District 11 (D11) data. This data includes:

1. Lane by lane (volume, occupancy, speed)
2. Aggregate loop data
3. On-ramp and off-ramp data
4. Changeable Message Sign data
5. Event Information

Other data generated outside ATMS will be available in compliance with the latest specifications of WSDL as defined at <http://www.w3.org/TR/wsdl>.

Additional interface details are forthcoming and will be provided as soon as they are available from Caltrans. Data frequencies are expected to be similar to those provided by RIITS (see Appendix E) for similar data types.

Metro Trip Planner

The Metro Trip Planner, TripMaster (www.metro.net/trip_planner.asp), provides trip planning services for the entire Region. Regional transportation agencies generally link to the Metro Trip Planner's web site to obtain trip planning services. MATIS will interface to TripMaster programmatically via the IVR to facilitate interactive trip planning for voice callers. It is expected that MATIS will use its IVR services to identify the starting and ending location of a trip as a geo-location (latitude and longitude). Using these coordinates, TripMaster will return text strings already formatted for text-to-speech (TTS) as TripMaster would like them spoken.

Currently, an external system can interface to TripMaster by POSTing variables via a URL. Details on the available variables will be provided after contract award by LA SAFE. A typical URL parameter string is as follows, where p0 and p1 represent source and destination, respectively:

```
&p0=lax&p1=disneyland&timecrit=LV&day=Wed&hour=6&min=15&ampm=AM&mode=ANY&fare=RG  
&walk=1760
```

Call Boxes

LA SAFE call boxes allow users to select the services they need via a display and pre-defined buttons at the call box. Additionally, if the user indicates they need TTY services, a keyboard is made available so that they can communicate with an Operator using TTY.

Once the user has made their selection, the call box calls the Call Center and the following protocol is executed:

1. The Call Center answers the call.
2. The Call Center automatically sends a DTMF # to the call box.
3. Upon receiving the DTMF #, the call box responds with a 12-character DTMF string that identifies the call box and the selections the user has made. The Call Center must be prepared to parse the DTMF string according to the following table for an analog call box:

Character Position	Description
1-2	Ignored
3-6	Unique identifier for the call box as a 4-digit integer
7	Modulo 10 checksum over the first 6 digits
8	Always 0
9	Language: 1 = English, 2 = Spanish
10-12	Three-digit code indicating the service required by the motorist and whether or not TTY was selected.

and the following table for a digital call box:

Character Position	Description
1-2	Ignored
3-6	Unique identifier for the call box as a 4-digit integer
7	Modulo 10 checksum over the first 6 digits
8	Always 1
9	TTY: 1 = TTY requested. 0 = No TTY requested.
10	Language: 1 = English. 2 = Spanish
11-12	Two-digit code indicating the service required by the motorist.

4. If TTY is selected, the Call Center must be prepared to deal with TTY communications using HCO and VCO.
5. At any time during the call, the Operator can send single-digit DTMF commands to the call box to control certain call box features.
6. At the end of the call, the Call Center automatically sends a DTMF zero to instruct the call box to terminate the call (hang up).
7. The Call Center hangs up the call.

AVL Service Provider

The AVL Provider can provide data to MATIS using either a "data pump" interface or a "data pull" interface. The data pump interface will push data to MATIS using an HTTP POST with the data encapsulated in an XML record. The data pull interface takes a URL request and returns an XML document. Details on the interfaces are proprietary and will be provided after contract award by LA SAFE. The data pump interface pushes data through the interface each time a tow truck sends an update to the AVL Provider, which is typically every 30 seconds whenever a tow truck's engine is on (tow trucks generally operate about 1 hour before and after their assigned shift) or whenever a specific event occurs. A typical location XML record may be up to 1KB in length.

APPENDIX E: RIITS AVAILABLE DATA

The following information is currently available from RIITS.

Data Type	Frequency	Attributes
Caltrans District 7		
Freeway Detector Inventory Data	Once per Day	<ul style="list-style-type: none"> • Route • Cross Street • Direction • Lane Count • ID • Geo-location (lat/long)
Freeway Detector Real-time Data	Once per Minute	<ul style="list-style-type: none"> • Occupancy (avg.) • Volume (avg.) • Speed (avg.) • HOV Speed • Status
Arterial Detector Inventory Data	Once per Day	<ul style="list-style-type: none"> • Street • Cross Street • Direction • Lane Count • ID • Geo-location (lat/long)
Arterial Detector Real-time Data	Once per Minute	<ul style="list-style-type: none"> • Occupancy (avg.) • Volume (avg.) • Speed (avg.) • Status
CMS Inventory Data	Once per Day	<ul style="list-style-type: none"> • Route • Cross Street • Direction • City • ID • Geo-location (lat/long)
CMS Real-time Data	Once per Minute	<ul style="list-style-type: none"> • Status • Display State • Message Displayed
CCTV Inventory Data	Once per Day	<ul style="list-style-type: none"> • Route • Cross Street • Direction • City • ID • JPEG URL • Geo-location (lat/long)
Event Data	Once per Minute	<ul style="list-style-type: none"> • Route • From Cross Street • To Cross Street • Direction • City • ID

		<ul style="list-style-type: none"> • Start Time • Clear Time • Severity • Event Type • Vehicle Type • Affected Lane Count
		<ul style="list-style-type: none"> • Vehicle Count • Fatality Count • Injury Level • Injury Count • Event Responders • Contract Name • Contract Phone • Event Status Geo-location (lat/long)
CCTV Real-time Data	Once per Minute	<ul style="list-style-type: none"> • JPEG Files
LADOT		
Arterial Detector Inventory Data	Once per Day	<ul style="list-style-type: none"> • Street • Cross Street • Direction • Lane Count • ID • Geo-location (lat/long)
Arterial Detector Real-time Data	Once per Minute	<ul style="list-style-type: none"> • Occupancy (avg.) • Volume (avg.) • Speed (avg.) • Status
MTA Bus Operations		
Vehicle Data	Once per Minute	<ul style="list-style-type: none"> • Agency • Update Date • Update Time • Bus ID (Train ID) • Line ID • Route Description • Bus Direction • Bus Location - Lat/Long • Schedule Deviation • Arrival Time at Next Time Point • Next Time Point Location (Street/Cross Street)
Route Data	Twice per Year	<ul style="list-style-type: none"> • Route ID • Route Description • Zone Number
MTA Rail Operations		
Vehicle Data	Once per Minute	<ul style="list-style-type: none"> • Agency • Update Date • Update Time • Train ID (Train ID) • Line ID

		<ul style="list-style-type: none"> • Route Description • Train Direction • Train Location - Lat/Long
Route Data	Twice per Year	<ul style="list-style-type: none"> • Route ID • Route Description
CHP		
Event Data	Once per Minute	<ul style="list-style-type: none"> • Route • Cross Street • Direction • ID • Start Time • Vehicle Typ • Event Responders • Contract Name • Contract Phone • Event Status • Geo-location (lat/long)

APPENDIX F: 800-COMMUTE SAMPLE IVR TREE

APPLICATION DEFAULTS

Timeout: 5 seconds

Ring timer 36 seconds.

BNAR:

1st extend call to 866-217-1840 (term 213-626-4450)

2nd BNAR Play message S179 and end the call.

TNT: ATTENDED AND UNATTENDED

LIMITED (one transfer)

Enable TNT on all call extensions.

Caller Dials 1-800 Commute (800-266-6883)

Go to LANGUAGE SELECTION MENU

LANGUAGE SELECTION MENU

If Caller enters:

1 - English

2 - Spanish

Timeout

1st invalid

2nd invalid

Play message 1 and message 101 (Spanish)

GO TO MAIN MENU ENGLISH

GO TO MAIN MENU SPANISH

Extend call to 866-217-1840 (term 213-626-4450)

Play message 42, go to LANGUAGE SELECTION MENU

Play message 40. Extend call to 866-217-1840

MAIN MENU ENGLISH

If caller enters:

1 - Transit

2 - Freeway

3 - Ridesharing

4 - Metrolink

5 - Bicycle

- repeat message

* - return to previous

Timeout

1st invalid

2nd invalid

Play message 2

Go to TRANSIT MENU

Go to HIGHWAY MENU

Go to RIDESHARE MENU

Play message 40. Extend call to 866-217-1841

Go to BICYCLE MENU

Go to MAIN MENU ENGLISH

GO TO LANGUAGE SELECTION MENU

Play message 40. Extend call to 866-217-1840

Play message 42. Go to MAIN MENU ENGLISH

Play message 40. Extend call to 866-217-1840

(term 213-626-4450)

TRANSIT MENU

If caller enters:

1 - LA

2 - Orange County

3 - Riverside County

4 - San Bernardino

5 - Ventura County

- repeat message

* - return to previous

1st/invalid timeout

2nd invalid/timeout

Play message 3

Play message 40. Extend call to 866-217-1844
(term 213-626-4455)Play message 40. Extend call to 866-217-1845
(OCTA 714-851-4282)

Go to TRANSIT RIVERSIDE MENU

Go to TRANSIT SAN BERNARDINO MENU

Play message 40. Extend call to 866-217-1846
(805-650-9790)

Go to TRANSIT MENU

Go to MAIN MENU ENGLISH

Play message 42. Go to TRANSIT MENU

Play message 40. Extend call to 866-217-1840
(term 213-626-4450)

TRANSIT RIVERSIDE MENU

If caller enters:

1 - Riverside

2 - Sunline

3 - Riverside Special Services

4 - Banning Municipal

5 - Beaumont

6 - Corona

Play message 4

Go to TRANSIT RIVERSIDE INFO MENU

Play message 40. Extend call to 866-217-1848
(760-343-3451)

Play message 40. Extend call to (951-687-8080)

Go to TRANSIT BANNING MENU.

Play message 40. Extend call to 951-769-8532

Play message 40. Extend call to 866-863-2503
(951-734-7220)

SYSTEM REQUIREMENTS

MATIS

7 - Blythe Play message 40. Extend call to 866-862-6715
(760-922-1140)

- repeat message Go to TRANSIT RIVERSIDE MENU

* - return to previous Go to TRANSIT MENU

1st Invalid/timeout Play message 42. Go to TRANSIT RIVERSIDE MENU

2nd Invalid/timeout Play message 40. Extend call to 866-217-1840

RIVERSIDE TRANSIT INFO MENU Play message 5

If Caller enters:

1 Riverside Transit Play Message 40. Extend Call to 866 836 4833
(951-537-1000)

2 RTA Dial A Ride Reservations Play Message 40. Extend Call to 866 836 4846
(951-537-1002)

3 RTA Dial A Ride Cancellations Play Message 40. Extend Call to 866 217 5150
(951-565-5013)

4 RTA After Hours Play Message 40. Extend Call to 866 217 5153
(951-537-1010)

- repeat message Go to RIVERSIDE TRANSIT INFO MENU

* - return to previous Go to RIVERSIDE TRANSIT MENU

1st Invalid/timeout Play message 42. GO TO RIVERSIDE TRANSIT INFO MENU

2nd Invalid/timeout Play message 40. Extend call to 866-217-1840

TRANSIT BANNING MENU Play message 7

If caller enters:

1 - Banning Fixed Route Play message 40. Extend call to 866-863-2501
(951-922-3243)

2 - Banning Dial a Ride Play message 40. Extend call to 866-863-2502
(951-922-3252)

- repeat message Go to TRANSIT BANNING MENU

* - return to previous Go to TRANSIT RIVERSIDE MENU

1st Invalid/timeout Play message 42. Go to TRANSIT BANNING MENU

2nd Invalid/timeout Play message 40. Extend call to 866-217-1840

TRANSIT SAN BERNARDINO MENU Play message 8

If caller enters:

1 - Omnitrans Play message 40. Extend call to 866-863-2504
(909-379-7100)

2 - Victor Valley Play message 40. Extend call to 866-863-2505
(760-948-3030)

3 - Mountain Area Play message 40. Extend call to 866-863-2506
(909-878-5200)

4 - Barstow Area Go to TRANSIT BARSTOW MENU

5 - Morongo Basin Play message 40. Extend call to 800-794-6282
(AT&T)

- repeat message Go to TRANSIT SAN BERNARDINO MENU

* - return to previous Go to TRANSIT MENU

1st Invalid/timeout Go to TRANSIT SAN BERNARDINO MENU

2nd Invalid/timeout Play message 40. Extend call to 866-217-1840

TRANSIT BARSTOW MENU Play message 9

If caller enters:

1 - Barstow Dial A Ride Play message 40. Extend call to 866-863-2507
(760-256-0311)

2 - San Bernardino Dial A Ride Play message 40. Extend call to 800-548-7465

- repeat message Go to TRANSIT BARSTOW MENU

* - return to previous Go to TRANSIT SAN BERNARDINO MENU

1st Invalid/timeout Play message 42. Go to TRANSIT BARSTOW MENU

2nd Invalid/timeout Play message 40. Extend call to 866-217-1840

RIDESHARE MENU Play message 10

If caller enters:

1 - Los Angeles County Play message 40. Extend call to 866 668 0777

2 - Orange County Play message 40. Extend call to 866 867 3050

3 - Riverside County Play message 40. Extend Call to 866 668 0785
(951-351-4985)

4 - San Bernardino County Play message 40. Extend Call to 866 668 0801

SYSTEM REQUIREMENTS

MATIS

	(951-351-4985)
5 - Ventura County	Play message 40. Extend Call to 866 867 3121
# - repeat message	Go to RIDESHARE MENU
* - return to previous menu	Go to MAIN MENU ENGLISH
1st Invalid/time out	Play message 42. Go to RIDESHARE MENU
2nd Invalid/time out	Play message 40. Extend Call to 866-217-1840.
HIGHWAY MENU	Play message 11
If caller enters:	
1 - Caltrans Hwy Info	Play message 40. Extend call to 866-277-4662 (213-628-7623)
2 - Caltrans Hwy Const	Go to HIGHWAY CONSTRUCTION MENU
# - repeat message	Go to HIGHWAY MENU
* - return to previous	Go to MAIN MENU ENGLISH
1st Invalid/timeout	Go to HIGHWAY MENU
2nd Invalid/timeout	Play message 40. Extend call to 866-217-1840
HIGHWAY CONSTRUCTION MENU	Play message 12
If caller enters:	
1 - Caltrans LA/VENTURA	Play message 40. Extend call to 866-277-4666 (213-897-4867)
2 - Caltrans ORANGE	Play message 40. Extend call to 866-277-4670 (800-724-0353)
3 - Caltrans RIVERSIDE/SAN BERNARDINO	Play message 40. Extend call to 909-383-4631
# - repeat message	Go to HIGHWAY CONSTRUCTION MENU
* - return to previous	Go to HIGHWAY MENU
1st Invalid/timeout	Play message 42. Go to HIGHWAY CONSTRUCTION MENU
2nd Invalid/timeout	Play message 40. Extend call to 866-217-1840
BICYCLE MENU	Play message 13
If caller enters:	
1 - METROLINK Bike	Play message 40. Extend call to 866-217-7841
2 - LA Bike	Go to LA BICYCLE MENU
3 - Inland Bike	Go to IE BICYCLE MENU
4 - Ventura Bike	Play message 40. Extend call to 866-353-6213 (805-650-9790)
5 - Orange Bike	Play message 40. Extend call to 866-217-1845 (714-636-7433)
# - repeat message	Go to BICYCLE MENU
* - return to previous	Go to MAIN MENU ENGLISH
1st Invalid/timeout	Play message 42. Go to BICYCLE MENU
2nd Invalid/timeout	Play message 40. Extend call to 866-217-1840
LA BICYCLE MENU	Play message 14
If Caller enters:	
1 - Metro Bike Customer Info	Play message 40. Extend call to 866-353-6216 (213-626-5046)
2 - Metro Bike Incentives	Play message 40. Extend call to 866-353-6217 (213-922-2811)
3 - LA City Bike	Play message 40. Extend call to 866-290-1480 (213-485-9957)
4 - Long Beach Bike	Play message 40. Extend call to 866-438-6690 (562-436-2453)
# - repeat message	Go to LA BICYCLE MENU
* - return to previous	Go to BICYCLE MENU
1st Invalid/timeout	Play message 42. Go to LA BICYCLE MENU
2nd Invalid/timeout	Play message 40. Extend call to 866-217-1840
IE BICYCLE MENU	Play message 15
If caller enters:	
1 - Riverside	Play message 40. Extend call to 800-800-7821
2 - Sunline	Play message 40. Extend call to 866-438-6694 (760-343-3451)
53 - Omnitrans	Play message 40. Extend call to 909-379-7100
# - repeat message	Go to IE BICYCLE MENU

* - return to previous Go to BICYCLE MENU
 1st Invalid/timeout Play message 42. Go to IE BICYCLE MENU
 2nd Invalid/timeout Play message 40. Extend call to 866-217-1840

 SPANISH LANGUAGE CALLFLOW (SPANISH MENU MUST MIRROR THE ENGLISH MENU)

MAIN MENU SPANISH Play message 101
 If caller enters:
 1 - Transit Go to TRANSIT MENU SPANISH
 2 - Freeway Go to HIGHWAY MENU SPANISH
 3 - Ridesharing Go to RIDESHARE MENU SPANISH
 4 - Metrolink Play message 74. Extend call to 866-217-1841
 5 - Bicycle Go to BICYCLE MENU SPANISH
 # - repeat message Go to MAIN MENU SPANISH
 * - return to previous Go to LANGUAGE SELECTION MENU
 Timeout Play message 74. Extend call to 866-217-1840
 1st invalid Play message 76. Go to MAIN MENU SPANISH
 2nd invalid Play message 74. Extend call to 866-217-1840

TRANSIT MENU SPANISH Play message 102
 If caller enters:
 1 - LA County Play message 74 and extend the call to 866-438-6697
 2 - Orange County Play message 74. Extend call to 866-217-1845
 (OCTA 714-257-4282)
 3 - Riverside County Go to TRANSIT RIVERSIDE MENU SPANISH
 4 - San Bernardino County Go to TRANSIT SAN BERNARDINO MENU SPANISH
 5 - Ventura County Play message 74. Extend call to 866-217-1846
 (805-650-9790)
 # - repeat message Go to TRANSIT MENU SPANISH
 * - return to previous Go to MAIN MENU SPANISH
 1st/invalid timeout Play message 76. Go to TRANSIT MENU SPANISH
 2nd invalid/timeout Play message 74. Extend call 866-217-1840

TRANSIT RIVERSIDE MENU SPANISH Play message 103
 If caller enters:
 1 - Riverside Go to RIVERSIDE TRANSIT INFO MENU SPANISH
 2 - Sunline Play message 74. Extend call to 866-217-1848
 (760-343-3451)
 3 - Riverside Special Services Play message 74. Extend call to 951-687-8080
 4 - Banning Municipal Go to TRANSIT BANNING MENU SPANISH.
 5 - Beaumont Play Message 74. Extend call to 951-769-8532
 6 - Corona Play message 74. Extend call to 866-863-2503
 (951-734-7220)
 7 - Blythe Play message 74. Extend call to 866-862-6715
 (760-922-1140)
 # - repeat message Go to TRANSIT RIVERSIDE MENU SPANISH
 * - return to previous Go to TRANSIT MENU SPANISH
 1st Invalid/timeout Play message 76. Go to TRANSIT RIVERSIDE MENU SPANISH
 2nd Invalid/timeout Play message 74. Extend call 866-217-1840

RIVERSIDE TRANSIT INFO
 MENU SPANISH PLAY MESSAGE 104
 If Caller enters:
 1 - Riverside Transit Play Message 74. Extend Call to 866-836-4833 (951-537-1000)
 2 - RTA Dial A Ride Play Message 74. Extend Call to 866-836-4846 (951-537-1002)
 3 - RTA Dial Aide Cancellations Play Message 74. Extend Call to 866-217-5150 (951-565-5013)
 4 - RTA After Hours Play Message 74. Extend Call to 866-217-5153 (951-537-1010)
 # - repeat message Go to TRANSIT RIVERSIDE INFORMATION MENU SPANISH
 * - return to previous Go to RIVERSIDE TRANSIT MENU SPANISH
 1st Invalid/timeout Play message 76. GO TO TRANSIT RIVERSIDE INFORMATION MENU
 SPANISH
 2nd Invalid/timeout Play message 74. Extend call to 866-217-1840

SYSTEM REQUIREMENTS

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TRANSIT BANNING MENU SPANISH Play message 106
 If caller enters:
 1 - Banning Fixed Route Play message 74. Extend call to 866-863-2501 (951-922-3243)
 2 - Dial a Ride Play message 74. Extend call to 866-863-2502 (951-922-3252)
 # - repeat message Go to TRANSIT BANNING MENU SPANISH
 * - return to previous Go to TRANSIT RIVERSIDE MENU SPANISH
 1st Invalid/timeout Play message 76. Go to TRANSIT BANNING MENU SPANISH
 2nd Invalid/timeout Play message 74. Extend call to 866-217-1840

TRANSIT SAN BERNARDINO MENU SPANISH Play message 107
 If caller enters:
 1 - Omnitrans Play message 74. Extend call to 866-863-2504 (909-379-7100)
 2 - Victor Valley Play message 74. Extend call to 866-863-2505 (760-948-3030)
 3 - Mountain Area Play message 74. Extend call to 866-863-2506 (909-878-5200)
 4 - Barstow Area Go to TRANSIT BARSTOW MENU SPANISH
 5 - Morongo Basin Play message 74. Extend call to 800-794-6282 (AT&T)
 # - repeat message Go to TRANSIT SAN BERNARDINO MENU SPANISH
 * - return to previous Go to TRANSIT MENU SPANISH
 1st Invalid/timeout Go to TRANSIT SAN BERNARDINO MENU SPANISH
 2nd Invalid/timeout Play message 74. Extend call to 866-217-1840

TRANSIT BARSTOW MENU SPANISH Play message 108
 If caller enters:
 1 Barstow Dial A Ride Play message 74. Extend call to 866-863-2507 (760-256-0311)
 2 San Bernardino Dial A Ride Play message 74. Extend call to 800-548-7465
 # - repeat message Go to TRANSIT BARSTOW MENU SPANISH
 * - return to previous Go to TRANSIT SAN BERNARDINO MENU SPANISH
 1st Invalid/timeout Play message 76. Go to TRANSIT BARSTOW MENU SPANISH
 2nd Invalid/timeout Play message 74. Extend call to 866-217-1840

RIDESHARE MENU SPANISH Play message 109
 If caller enters:
 1 - Los Angeles Play Message 74. Extend call to 866-668-0777
 2 - Orange County Play message 74. Extend call to 866-867-3050
 3 - Riverside County Play message 74. Extend Call to 866-668-0785 (951-351-4385)
 4 - San Bernardino Play message 74. Extend Call to 866-668-0801 (951-351-4985)
 5 - Ventura County Play message 74. Extend Call to 866-867-3121
 # - repeat message Go to Rideshare Menu Spanish
 * - return to previous menu Go to Main Menu Spanish
 1st Invalid/time out Play message 76. Go to Rideshare Menu Spanish.
 2nd Invalid/time out Play message 74. Extend Call to 866-217-1840.

HIGHWAY MENU SPANISH Play message 110
 1 - Caltrans Hwy Info Play message 74. Extend call to 866-277-4662 (213-628-7623)
 2 - Caltrans Hwy Const. Go to HIGHWAY CONSTRUCTION MENU SPANISH
 # - repeat message Go to HIGHWAY MENU SPANISH
 * - return to previous Go to MAIN MENU SPANISH
 1st Invalid/timeout Go to HIGHWAY MENU SPANISH
 2nd Invalid/timeout Play message 74. Extend call to 866-217-1840

HIGHWAY CONSTRUCTION MENU SPANISH Play message 111
 If caller enters:
 1 - Caltrans LA/Ventura Play message 74. Extend call to 866-277-4666 (213-897-4867)
 2 - Caltrans Orange Play message 74. Extend call to 866-277-4670 (800-724-0353)
 3 - Caltrans Riverside/San Bernardino Play message 74. Extend call to 909-383-4631
 # - repeat message Go to HIGHWAY CONSTRUCTION MENU SPANISH
 * - return to previous Go to HIGHWAY MENU SPANISH
 1st Invalid/timeout Play message 76. Go to HIGHWAY CONSTRUCTION MENU SPANISH
 2nd Invalid/timeout Play message 74. Extend call to 866-217-1840

BICYCLE MENU SPANISH Play message 112

If caller enters:

1 - METROLINK	Play message 74. Extend call to 866-217-7841
2 - LA Bike	Go to LA BICYCLE MENU SPANISH
3 - Inland Bike	Go to IE BICYCLE MENU SPANISH
4 - Ventura Bike	Play message 74. Extend call to 866-353-6213 (805-650-9790)
5 - Orange Bike	Play message 74. Extend call to 866-217-1845 (714-636-7433)
# - repeat message	Go to BICYCLE MENU SPANISH
* - return to previous	Go to MAIN MENU SPANISH
1st Invalid/timeout	Play message 76. Go to BICYCLE MENU SPANISH
2nd Invalid/timeout	Play message 74. Extend call to 866-217-1840

LA BICYCLE MENU SPANISH Play message 113

If Caller enters:

1 - Metro Customer Info	Play message 74. Extend call to 866-353-6216 (213-626-5046)
2 - Metro Commute Services	Play message 74. Extend call to 866-353-6217 (213-922-2811)
3 - City of LA	Play message 74. Extend call to 866-290-1480 (213-485-9957)
4 - Long Beach	Play message 74. Extend call to 866-438-6690 (562-436-2453)
# - repeat message	Go to LA BICYCLE MENU SPANISH
* - return to previous	Go to BICYCLE MENU SPANISH
1st Invalid/timeout	Play message 76. Go to LA BICYCLE MENU SPANISH
2nd Invalid/timeout	Play message 74. Extend call to 866-217-1840

IE BICYCLE MENU SPANISH Play message 114

If caller enters:

1 - Riverside	Play message 74. Extend call to 800-800-7821
2 - Sunline	Play message 74. Extend call to 866-438-6694 (760-343-3451)
3 - Omnitrans	Play message 74. Extend call to 909-379-7100
# - repeat message	Go to IE BICYCLE MENU SPANISH
* - return to previous	Go to BICYCLE MENU SPANISH
1st Invalid/timeout	Play message 76. Go to IE BICYCLE MENU SPANISH
2nd Invalid/timeout	Play message 74. Extend call to 866-217-1840

TNT SEGMENT

TNT

Attended and Unattended. Limited (only one transfer)

If Agent remains on line allow for Attended TNT

*2 invokes TNT

A= Caller

B= Agent Transferring the call

C= Agent to whom call is transferred

IVR or Agent enters *2 Place caller on hold with music,
go to GET TNT TRANSFER CODE

GET TNT TRANSFER CODE Get 4 digits:
If 4 digits received Go to DB1 LOOKUP

If <4 digits received
If agent present Play S180 and S053 to Agent,
Rebridge Caller to Agent.

If agent not present Play message S179 to caller and end the call.

TNT DB LOOKUP Using 4 Agent B entered digits,
perform lookup in DB1

If found Extend call to outdial number in DB record and
bridge A and C

If not found

SYSTEM REQUIREMENTS

MATIS

and Agent remains on line	Play S066 and S053 to Agent and Rebridge caller to agent.
If BNAR	Play message S186 to agent B and rebridge agent B to caller.
If Ring no Answer	Play message S187 to agent B and rebridge agent B to caller.
If 2nd BNAR	Play message S179 and end the call.
and Agent hangs up	Play S179 to caller and end the call.
If BNAR	Extend call to 866-217-1840 (term 213-626-4450)
If 2nd BNAR	Play message S179 and end the call.

END CALL FLOW

ECR AUDIO

AUDIO SCRIPT

English and Spanish
Voice Talent: Melissa
Tone: Business
Spanish
Voice Talent: Carmen
Tone Business

SET UP REMOTE AUDIO CAPABILITIES FOR MESSAGES 21 through 33.:

ENGLISH AUDIO

MESSAGE 1 LANGUAGE SELECTION MENU

"Thank you for calling 1-800-Commute, a service of www.CommuteSmart.INFO.
To hear menu choices in English, Press 1.
Para escuchar las opciones disponibles en Espanol, oprima el número dos.
If you do not have a touch-tone phone please stay on the line
and your call will be transferred."
At any time you may repeat Information by Pressing the Pound key and return to
the previous menu by Pressing the Star key."

Message 2 MAIN MENU ENGLISH

"Please Make your Selection from the following 5 choices
For Transit Information, Press 1
For Information on Freeways and state Highways, press 2
For Information on Ridesharing and Park and Ride lots, press 3
For Metrolink information, Press 4
For Information on Bicycle commuting, Press 5
For additional commuter services and real time traffic,
please visit www.commutesmart.info.
For statewide traveler information on the internet, go to
www.dot.ca.gov/caltrans511.
To repeat this information press the pound key
To return to the previous menu press the star key"

MESSAGE 3 TRANSIT MENU

"Please make your selection from the following 6 choices.
For Transit information in Los Angeles County, Press 1.
For Orange County Transit Information, Press 2.
For Riverside County Transit Information, Press 3.
For San Bernardino County Transit Information, Press 4.
For Ventura County Transit Information, Press 5.
To repeat this information Press the Pound key.
To return to the previous menu Press the Star key."

MESSAGE 4 TRANSIT RIVERSIDE MENU

"Please make your selection from the following 7 choices.
 For the Riverside Transit Agency serving Western Riverside County, Press 1
 For the Sunline Transit Agency serving Coachella Valley, Press 2.
 For Riverside Special Services, providing service to seniors and persons
 with disabilities within Riverside, Press 3.
 For the Banning Municipal Transit System serving Banning and Cabazon, Press 4.
 "The Beaumont Cherry Valley dial-a-ride is available to the general public,
 Monday through Friday from 8 AM to 4:30 PM.
 To schedule a ride or for more information, Press 5.
 For Corona dial-a-ride serving the City of Corona, Press 6.
 For the Palo Verde Valley Transit Agency serving Blythe and eastern
 Riverside County, press 7.
 To repeat this information Press the Pound key.
 To return to the previous menu Press the Star key."

MESSAGE 5 RIVERSIDE TRANSIT MENU
 "For Riverside Transit Agency information, press 1.
 For RTA dial-a-ride reservations, press 2.
 For RTA dial-a-ride cancellations, press 3.
 For RTA emergencies and after hours ETA, press 4"

MESSAGE 7 TRANSIT BANNING MENU
 "The Banning Municipal Transit System provides fixed route
 bus service Monday through Saturday.
 Service for the disabled is available during all fixed route hours.
 Forfixed route information, Press 1.
 To schedule Dial-a-ride service available to seniors and persons
 with disabilities, Press 2."

MESSAGE 8 TRANSIT SAN BERNARDINO MENU
 "Please make your selection from the following 5 choices.
 For transit information for Omnitrans serving the greater
 San Bernardino and Ontario Communities, Press 1.
 For Victor Valley Transit Agency serving Adelanto, Apple Valley, Hesperia,
 Victorville and the surrounding communities, press 2.
 For Mountain Area Transit serving the Mountain Communities
 of Big Bear, Crestline, Lake Arrowhead, and Running Springs, press 3.
 For Barstow Area Transit serving Daggett, Hinkley,
 Newberry Springs and Yermo, Press 4.
 For Morongo Basin Transit Authority serving Flamingo Heights, Johnson Valley,
 Joshua Tree, Landers, Morongo Valley, Town of Yucca Valley and
 Twentynine Palms, Press 5.
 To repeat this information press the pound key.
 To return to the previous menu press the star key."

MESSAGE 9 TRANSIT BARSTOW MENU
 "Barstow Area Transit provides Fixed Route and Dial-a-ride services for the
 City of Barstow, and Dial-a-Ride for the surrounding County areas, covering
 a distance of approximately 1200 square miles. City Dial-a-Ride serves only
 elderly and handicapped persons that are certified as ADA Card Holders.
 For more information, press 1 now.
 County Dial-a-Ride service is available to general public and serves
 the county areas of Calico, Daggett, Harvard, Hinkley, Hodge, Lenwood,
 Newberry Springs, and Yermo.
 For more information, Press 2"

MESSAGE 10 RIDESHARE MENU
 "For rideshare information, including carpool, vanpool,
 and park and ride, as well as information on special promotions,
 incentives and employer program assistance, please make your
 selection based upon the county in which you work.
 For Los Angeles County -Press 1
 For Orange County -Press 2
 For Riverside County -Press 3
 For San Bernardino County - Press 4
 For Ventura County - Press 5
 To repeat this information press the pound key.

SYSTEM REQUIREMENTS

MATIS

To return to the previous menu press the star key."

MESSAGE 11 HIGHWAY MENU
"Please make your selections from the following 2 choices.
For road conditions from the Caltrans Highway Information Network, Press 1.
For Caltrans Construction Information, Press 2.
To repeat this information Press the Pound key.
To return to the previous menu Press the Star key"

MESSAGE 12 HIGHWAY CONSTRUCTION MENU
"Please make your selections from the following 4 choices.
Some selections may not provide Spanish language service.
For Caltrans construction information in Los Angeles and Ventura County, Press 1.
For Orange County, Press 2.
For Riverside County/ San Bernardino County, Press 3.
To repeat this information Press the Pound key.
To return to the previous menu Press the Star."

MESSAGE 13 BICYCLE MENU
"For bicycle trip planning and other services, please visit www.bikemetro.com.
For information about parking at Metrolink stations and bikes on board information, Press 1.
For information on local bicycle maps, routes, parking or commuter programs, please select from the following areas:
For Los Angeles, Press 2.
For Orange, Press 3.
For the Inland Empire, Press 4.
For Ventura, Press 5.
To repeat this information Press the Pound key.
To return to the previous menu Press the Star key."

MESSAGE 14 LA BICYCLE MENU
"Please make your selections from the following 4 choices.
For Bicycle information in Los Angeles County including bikeway maps and routes, Metro Rail station lockers, bicycles on board or other bicycle information, Press 1.
For bicycle commuter incentives and Metro Customer Information, Press 2.
For Los Angeles City bicycle information, Press 3.
For the Long Beach bicycle station, Press 4.
To repeat this information Press the Pound key.
To return to the previous menu Press the Star key."

MESSAGE 15 IE BICYCLE MENU
"Please make your selections from the following 3 choices.
For Riverside Transit Agency Bicycles on Bus information, Press 1.
For Sunline Bicycles on Bus information, Press 2.
For Omnitrans Bicycles on Bus information, Press 3.
To repeat this information Press the Pound key.
To return to the previous menu Press the Star key."

MESSAGE 40 HOLD
"Please hold on while we transfer your call."

MESSAGE 41 GOODBYE
"Thank you for calling one 800 commute, goodbye."

MESSAGE 42 1ST INVALID
"Please re-enter your selection."

MESSAGE 43 SPANISH /HOLD
"Please hold on while we transfer your call.
Some agencies may not provide Spanish speaking agents.
Please be prepared to speak in English."

System Messages (female voice talent)

S180

"You did not enter enough digits"

"You are being reconnected to the caller."

S179

"Your call cannot be completed at this time. Please try your call again later."

S186

"We're sorry. The line is busy."

 SPANISH AUDIO SCRIPT - VERBAGE NEEDS TO BE RE-TRANSLATED TO MATCH THE ENGLISH

MESSAGE 101

MAIN MENU SPANISH

"Por favor haga su eleccisn de las siguientes siete opciones:

Para informacisn de transito, oprima el nzmero uno.

Para informacisn sobre Carreteras y Autopistas, oprima el nzmero dos.

Para informacisn de Viaje Compartido y Lotes de Estacionamiento, oprima el nzmero tres.

Para informacisn de tren Metrolink, oprima el nzmero cuatro.

Para informacisn sobre Conmutar en Bicicleta, oprima el nzmero cinco.

Para informacisn sobre Telecommuting y Telecentros, oprima el nzmero seis.

Para informacisn general sobre iste servicio de 1-800-Commute, y para acceso a nuestra Red de Internet, oprima el nzmero siete.

Para repetir ista informacisn, oprima el botsn con smmbolo de nzmero.

Para regresar a la previa opcisn, oprima el botsn de estrella."

MESSAGE 102

TRANSIT MENU SPANISH

"Por favor haga su eleccisn de las siguientes cinco opciones:

Para informacisn de transito en el condado de Los Angeles, oprima el nzmero uno.

Para informacisn de transito en el condado de Orange, oprima el nzmero dos.

Para informacisn de transito en el condado de Riverside, oprima el nzmero tres.

Para informacisn de transito en el condado de San Bernardino, oprima el nzmero cuatro.

Para informacisn de transito en el condado de Ventura, oprima el nzmero cinco.

Para repetir ista informacisn oprima el botsn con smmbolo de nzmero.

Para regresar a la previa opcisn, oprima el botsn de estrella."

MESSAGE 103

TRANSIT RIVERSIDE MENU SPANISH

"Por favor haga su eleccisn de las siguientes siete opciones:

Para Riverside Transit Agency, sirviendo al Oeste del Condado De Riverside, oprima el nzmero uno.

Para la agencia de transito, Sunline, sirviendo el Valle Coachella, oprima el nzmero dos.

Para Riverside Special Services, que provee servicios a personas mayores e incapacitas dentro de Riverside, oprima el nzmero tres.

Para Banning Municipal Transit System, sirviendo Banning y Cabazon, oprima el nzmero cuatro.

Para Beaumont Dial A Ride, sirviendo la ciudad de Beaumont, y la comunidad de Cherry Valley, oprima el nzmero cinco.

Para Corona Dial A Ride, sirviendo la ciudad de Corona, oprima el nzmero seis.

Para la porcisn Blythe de la agencia del transito del valle de Palo Verde y el condado del este de Riverside, oprima el nzmero siete

Para repetir ista informacisn, oprima el botsn de smmbolo de nzmero.

Para regresar a la previa opcisn, oprima el botsn de estrella."

MESSAGE 104

RIVERSIDE TRANSIT INFORMATION MENU SPANISH

"Para la informacisn de la agencia del transito de la orilla, presione 1

para dial-uno-montan reservaciones, presionan 2

para dial-uno-montan cancelaciones, presionan 3

para las emergencias y despues de las horas ETA, prensa 4"

MESSAGE 106 BANNING MENU SPANISH
"El Banning Municipal Transit System, provee servicio de autobus con ruta fija de lunes a sabado. Servicio para los incapacitados ista disponible durante las horas normales de servicio. Para transferir su llamada y recibir informacisn de rutas fijas oprima el nzmero uno. Servicios Dial A Ride, estan disponibles para personas mayores e incapacitadas de Lunes a Viernes. Para programar un viaje Dial A Ride oprima el nzmero dos. Para repetir ista informacisn oprima el botsn de smmbolo de nzmero. Para regresar a la opcisn previa, oprima el botsn de estrella."

MESSAGE 107 TRANSIT SAN BERNARDINO MENU SPANISH
"Por favor haga su eleccisn de las siguientes cinco opciones: Para informacisn de transito de Omnitrans, que sirve las comunidades de San Bernardino y Ontario, oprima el nzmero uno. Para Victor Valley Transit Agency que sirve Victorville, Apple Valley, Hesperia y comunidades cercanas, oprima el nzmero dos. Para Mountain Area Transit, sirviendo las comunidades de Big Bear, Lake Arrowhead, Running Springs y Crestline, oprima el nzmero tres. Para Barstow Area Transit, sirviendo las comunidades de Hinkley, Dagget, Yermo y Newberry Springs, oprima el nzmero cuatro. Para Morongo Basin Transit Authority, sirviendo las comunidades de Twentynine Palms, Town of Yucca Valley, Landers, Flamingo Heights, Johnson Valley, Wonder Valley, Morongo Valley y Joshua Tree, oprima el numero cinco. Para repetir ista informacisn oprima el botsn de smmbolo de nzmero. Para regresar a la previa opcisn, oprima el botsn de estrella."

MESSAGE 108 BARSTOW MENU SPANISH
"El Barstow Area Transit provee servicio fijo y servicio de Dial A Ride para la ciudad de Barstow y servicios de Dial A Ride para las areas circundantes del condado, cubriendo aproximadamente 1200 millas cuadradas. Los sevicios de Dial A Ride de la Ciudad son solo para peronas mayores e incapacitadas. Para mas informacion, oprima el numero uno ahora. Los sevicios de Dial A Ride del Condado son disponibles al pzblico en general y sirve las comunidades de Hinkley, Hodge, Lenwood, Calico, Yermo, Harvard, Newberry Springs, y Daggart. Para mas informacisn, oprima el nzmero dos. Para repetir ista informacisn oprima el botsn de smmbolo de nzmero. Para regresar a la opcisn previa, oprima el botsn de estrella."

MESSAGE 109 RIDESHARE MENU SPANISH
" escuche por favor cuidadosamente y haga la seleccisn apropiada de las5 opciones siguientes: Para la informacisn del rideshare, incluyendo carpool, el vanpool, y el parque y el paseo, tan bien como la informacisn sobre promociones especiales, los incentivos y el patrsn programan ayuda, hacen por favor su seleccisn basada sobre el condado en el cual usted trabaja. Para el condado de Los Angeles - presione uno para el condado anaranjado - prensa dos para el condado de la orilla - prensa tres para el condado del San Bernardino - prensa cuatro para el condado de Ventura - prensa cinco"

MESSAGE 110 HIGHWAY MENU SPANISH
"Por favor haga su eleccisn de las siguientes tres opciones. Para informacisn sobre el estado de carreteras y caminos, de California Highway Information Network, oprima el nzmero uno. Para informacisn sobre construccisn de Caltrans, oprima el nzmero dos. Para informacisn sobre el estado de trafico y reportes de

incidentes de Orange County Travel
Tip. Oprima el nzmero tres.
Para repetir ista informacisn oprima el botsn de smmbolo de nzmero.
Para regresar a la opcisn previa, oprima el botsn de estrella.

MESSAGE 111 HIGHWAY CONSTRUCTION MENU SPANISH
"Por favor haga su eleccisn de las siguientes cuatro opciones.
Para informacisn sobre construccisn de Caltrans en los condados de Los Angeles y Ventura, oprima el nzmero uno.
Para el condado de San Bernardino, oprima el nzmero dos.
Para el condado de Riverside, oprima el nzmero tres.
Para el condado de Orange, oprima el nzmero cuatro.
Para repetir ista informacisn oprima el botsn de smmbolo de nzmero.
Para regresar a la opcisn previa, oprima el botsn de estrella.

MESSAGE 112 BICYCLE MENU SPANISH
"Por favor haga su eleccisn de las siguientes cuatro opciones.
Para informacisn sobre Conmutar en Bicicleta, oprima el nzmero uno.
Para informacisn de rutas, estacionamiento, programas para conmutantes y mapas para ciclistas, por favor elija de las siguientes opciones.
Para Los Angeles, oprima el nzmero dos.
Para el Inland Empire, oprima el nzmero tres.
Para Ventura, oprima el nzmero cuatro.
Para repetir ista informacisn oprima el botsn de smmbolo de nzmero.
Para regresar a la opcisn previa, oprima el botsn de estrella."

MESSAGE 113 LA BICYCLE MENU SPANISH
"Por favor haga su eleccisn de las siguientes cinco opciones.
Para informacisn de bicicleta en el condado de Los Angeles, inculyendo mapas y rutas para bicicletas, oprima el nzmero uno.
Para informacisn del Programa Ciclistas de Southern California Rideshare, oprima el nzmero dos.
Para informacisn sobre lotes MTA de estacionamiento para bicicletas, oprima el nzmero tres.
Para informacisn sobre bicicletas de La Ciudad de Los Angeles, oprima el nzmero cuatro.
Para informacisn sobre la estacisn de bicicletas de La Ciudad de Long Beach , oprima el nzmero cinco.
Para repetir ista informacisn oprima el botsn de smmbolo de nzmero.
Para regresar a la opcisn previa, oprima el botsn de estrella."

MESSAGE 114 IE BICYCLE MENU SPANISH
"Por favor haga su eleccisn de las siguientes cinco opciones.
Para informacisn sobre programas especiales para conmutantes en bicicleta, oprima el nzmero uno.
Para la Coalicisn de Conmutantes en Bicicleta de Inland Empire, oprima el nzmero dos.
Para informacisn sobre Bicicletas Abordo del Autobus de Riverside Transit Agency, oprima el nzmero tres.
Para informacisn sobre Bicicletas Abordo del Autobus de Sunline, oprima el nzmero cuatro.
Para informacisn sobre Bicicletas Abordo del Autobus de Omnitrans, oprima el nzmero cinco.
Para repetir iesta informacisn oprima el botsn de smmbolo de nzmero.
Para regresar a la opcisn previa, oprima el botsn de estrella."

MESSAGE 74 PLEASE HOLD SPANISH
"Por favor espere mientras que transferimos su llamada.
Algunas agencias no ofrecen agentes en Espaql.
Esti preparado a comunicarse en Inglis."

MESSAGE 75 GOOD-BYE SPANISH
"Gracias por llamar al 1-800-Commute, Hasta Luego."

SYSTEM REQUIREMENTS

MATIS

MESSAGE 76 1ST INVALID SPANISH
"Por favor seleccioni de nuevo."

MESSAGE 77 HOLD (2) SPANISH (not used at this time)
"Por favor quedese en la lmnea mientras que transferimos su llamada."

MESSAGE 79 REPEAT MENU SPANISH
"Para repetir ista informacisn oprima el botsn de smmbolo de nzmero.
Para regresar a la opcisn previa, oprima el botsn de estrella.
Para volver al menu principal presione la libra."

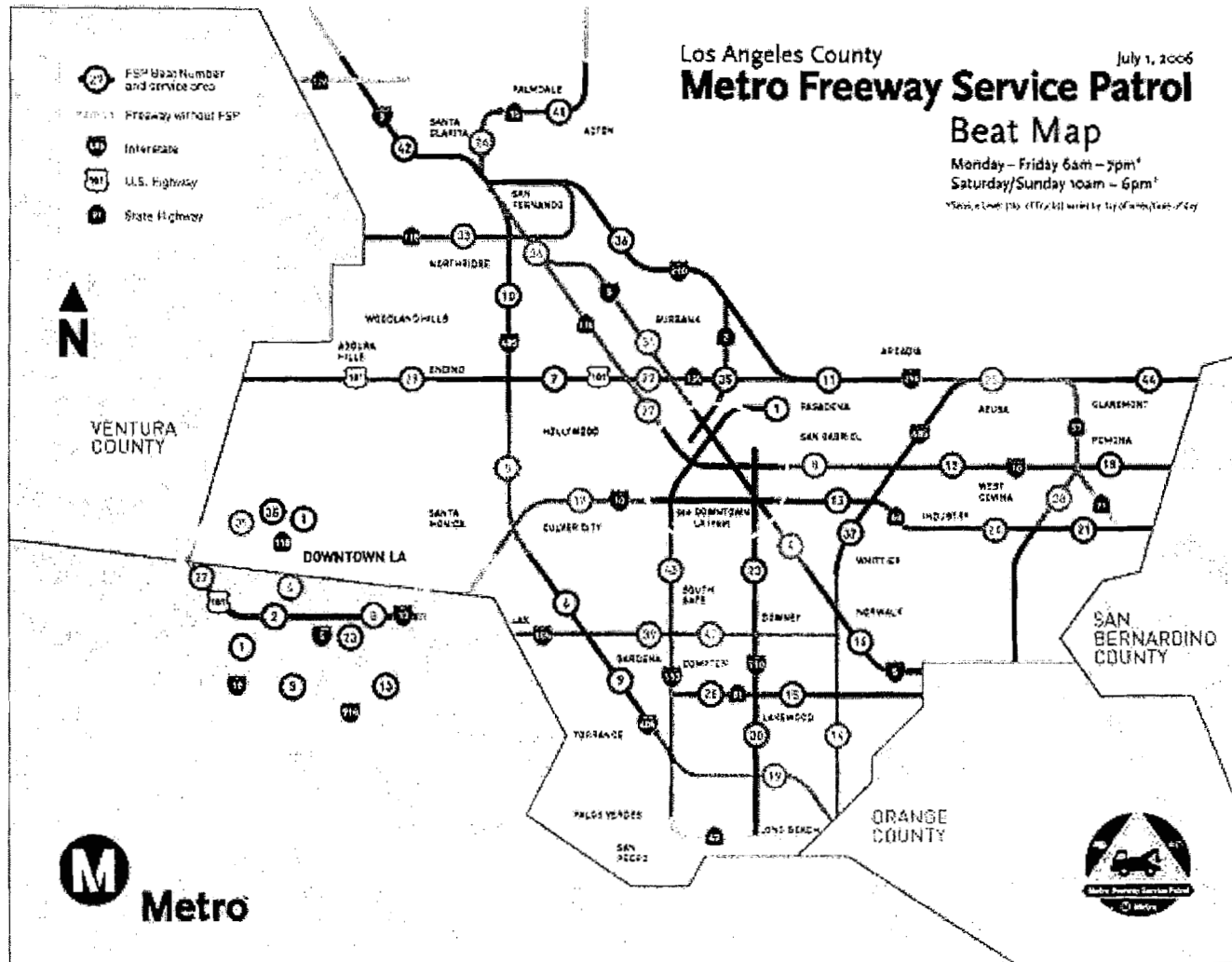
Message 99 RAU message
fill with 1\4 sec of silence

END AUDIO

END AUDIO

End Document

APPENDIX G: FSP BEAT MAP



APPENDIX H: FSP BEAT INFORMATION

EFFECTIVE: SEPTEMBER 2006											
FREEWAY SERVICE PATROL BEAT INFORMATION											
BEAT	FWY	POST MILES	LIMITS	MILES	EXISTING FSP SERVICE HOURS						
					AM	PM	TRUCKS	MIDDAY	TRUCKS	WEEKEND	TRUCKS
1	110	019.502 - 027.119	Marlin Luther King Jr Blvd. to Avenue 43	7.6	6:00 to 10:00	3:00 to 7:00	5	10:00 to 3:00	1	10:00 to 6:30	1
	110	027.119 - 031.912	Avenue 43 to Glenarm St.	4.8							
2	101	004.397 - 000.000E	Vermont Ave. to Rte 5 @ Euclid Ave.	4.4	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
	101	S001.329 - S000.033	Rte 10 Eastern Ave. & Rte 101	1.3							
	5	016.901 - 016.051	JCT FWY 5/10/101 to Euclid Ave.	0.9							
	10	020.847 - 018.331	Eastern Ave to Jct 10/5/101 Sep.	2.5							
3	10	R010.430 - 018.032	La Brea Ave. to Rte 60 @ 3rd St.	7.6	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
	60	000.114 - R002.592	Santa Fe & Mateo to 3rd Street	2.5							
4	5	010.876 - 021.939	Garfield Ave. to Stadium Way	11.1	5:30 to 9:30	3:00 to 7:00	5	9:30 to 3:00	1	10:00 to 6:30	1
5	405	027.948 - 037.026	Venice Blvd./Washington Blvd to Mulholland Dr.	9.1	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
6	405	021.222 - 027.948	Imperial Hwy to Venice Blvd./Washington Blvd.	6.7	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
7	101	024.311 - 013.878	De Soto Ave. to Coldwater Canyon Ave.	10.4	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
8	10	020.847 - 028.673	Eastern Ave. to Santa Anita Ave.	7.8	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
9	405	013.826 - 021.222	Normandie Ave. to Imperial Hwy.	7.4	6:00 to 10:00	2:30 to 6:30	4	10:00 to 2:30	1	10:00 to 6:30	1
10	405	037.026 - 046.239	Devonshire St. to Mulholland Dr.	9.2	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	2
11	210	R024.962 - R031.883	Orange Grove Blvd to Santa Anita Ave.	6.9	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
	134	R012.965 - R013.341	Orange Grove Blvd to Jct 210 & 710	0.4							
12	10	028.673 - 038.509	Santa Anita Ave. to Grand Ave.	9.8	5:30 to 9:30	3:00 to 7:00	3	9:30 to 3:00	1	10:00 to 6:30	1
13	60	R002.592 - 012.627	3rd Street to Crossroads Prkwy.	10	6:00 to 10:00	3:00 to 7:00	5	10:00 to 3:00	1	10:00 to 6:30	1
14	605	R000.000 - R010.245	Orange County Line to Telegraph Rd.	10.2	5:30 to 9:30	3:00 to 7:00	3	9:30 to 3:00	2	10:00 to 6:30	1
15	91	R013.094 - R020.741	Cherry Ave. to Orange County Line	7.6	5:30 to 9:30	3:00 to 7:00	3	9:30 to 3:00	1	10:00 to 6:30	1
16	5	000.000 - 010.876	Orange County Line/Artesia Blvd. to Garfield Ave.	10.9	5:30 to 9:30	3:00 to 7:00	4	9:30 to 3:00	1	10:00 to 6:30	1
17	10	010.430 - 002.347	La Brea Ave. to Lincoln Blvd.	8.1	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
18	10	038.509 - 048.265	Grand Ave. to San Bernardino County Line/Mills Ave.	9.8	5:30 to 9:30	3:00 to 7:00	4	9:30 to 3:00	2	10:00 to 6:30	1
19	405	000.266 - 013.826	Normandie Ave. to Orange County Line	13.6	5:30 to 9:30	3:00 to 7:00	5	9:30 to 3:00	1	10:00 to 6:30	1
20	60	012.627 - R021.478	Crossroads Prkwy. to Fairway Dr.	8.9	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
21	60	R021.478 - R030.456	Fairway Dr. to San Bernardino County Line	9	5:30 to 9:00	2:30 to 7:00	4	9:00 to 2:30	1	10:00 to 6:30	1
	57	R000.000 - 006.168	Rte 57, Temple Ave. to Orange County Line	6.2							
22	134	013.878 - 006.574	Coldwater Canyon Ave. to Pacific Ave.	7.3	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
23	710	018.439 - T027.387	Firestone Blvd. to Valley Blvd.	8.9	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	2
24	5	042.645 - 045.584	Roxford to Rte 14/5 Sep.	2.9	5:00 to 9:00	3:00 to 7:00	3	9:00 to 3:00	1	10:00 to 6:30	1
	14	R024.788E - 039.854	Rte 5/14 Sep. to Agua Dulce Rd.	15.1							
26	91	006.012 - R013.094	Vermont Ave. to Cherry Ave.	7.1	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
27	101	004.397 - 011.753	Vermont Ave. N/B on Rte 170	7.4	6:00 to 10:00	3:00 to 7:00	5	10:00 to 3:00	1	10:00 to 6:30	1
	170	R014.598 - R020.101	Rte 134/170 Sep. to Sheldon St.	5.5							
28	210	R031.883 - R043.160	Santa Anita Ave. to Sunflower Ave.	11.3	5:30 to 9:30	3:00 to 7:00	4	9:30 to 3:00	1	10:00 to 6:30	1
29	101	037.536 - 024.311	Lindero Canyon Rd. to De Soto Ave.	13.2	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	2	10:00 to 6:30	1
30	710	007.887 - 018.439	Willow St. to Firestone Blvd.	10.6	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
31	5	021.859 - 032.350	Hollywood Way to Stadium Way	10.5	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	2	10:00 to 6:30	1
33	118	R000.000 - 015.614E	Ventura County Line to East JCT St. 210	15.6	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
	210	R004.936 - R006.083	Maclay St UC to 118/210 Sep.	1.1							
34	5	032.350 - 042.645	Hollywood Blvd. to Roxford St.	10.3	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
35	134	R006.574 - R012.965	Pacific Ave. to Orange Grove Blvd.	8.4	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
	2	023.437 - 014.213	Foothill Blvd. to Glendale Blvd.	9.2							
37	605	R010.245 - 026.000	Telegraph Road to Huntington Drive	15.8	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
38	210	R043.160 - R048.523	Sunflower Ave. to San Bernardino County Line	12.8	5:30 to 9:30	3:00 to 7:00	3	9:30 to 3:00	1	10:00 to 6:30	1
	71	000.335 - 001.662	210/71 Sep. to Mission	1.3							
	57	R007.719 - R004.450	210/57 Sep. to SR 57/60 Temple Ave.	3.3							
39	105	000.000 - 008.900	California Street - Central Avenue	8.9	6:00 to 10:00	3:00 to 7:00	3	10:00 to 3:00	1	10:00 to 6:30	1
40	105	008.900 - 018.900	Central Avenue - Studebaker Road	10	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
41	14	039.854 - R061.373	Agua Dulce Rd. to Ave P-8	21.5	5:00 to 9:00	3:00 to 7:00	3	9:00 to 3:00	1	10:00 to 6:30	1
43	110	019.502 - 007.016	Martin Luther King Jr. Blvd to Carson Street	12.5	6:00 to 10:00	3:00 to 7:00	4	10:00 to 3:00	1	10:00 to 6:30	1
45	710	006.800 TO 24.500	Pacific Coast Highway to 3rd Street	17.7	5:00 to 8:00	4:00 to 7:00	1				
					8:00 to 12:00	12:00 to 4:00	2				
				450.9			147		43		41



SCOPE OF WORK ATTACHMENT A-2

TECHNICAL REQUIREMENTS

CONTRACTOR SHALL DEVELOP AND DEPLOY MATIS TO MEET THE FOLLOWING TECHNICAL REQUIREMENTS.

- TR-1. MATIS shall be developed with a dedicated IVR capacity of 300 ports with an overflow capacity with DTMF capability of at least 500 ports.
- TR-2. MATIS shall include the LogicTree Personal 511™ technology so that frequent callers are offered the option to register their profile with the system either online or on the phone.
- TR-3. MATIS shall use the LogicTree TravelSpeak™ application technology in the implementation of the 511 IVR.
- TR-4. MATIS shall use the LogicTree TransitSpeak™ application technology in the implementation of transit trip planning.
- TR-5. MATIS shall use the IBI iGO ATIS/ATMS platform in the implementation of the MATIS data collection system.
- TR-6. MATIS shall use the LogicTree VoxLink technology platform in the implementation of the IVR.
- TR-7. MATIS shall include a secured Reporting and Management Portal as part of the MATIS Web Portal to provide LA SAFE and operating partners access to structured and ad-hoc statistical and performance management reports in support of, as a minimum, functional requirements FR-4 and FR-6. The secured Management Web Portal shall have, as a minimum, the following capacities: 100 named users, 40 concurrent user sessions, 20 simultaneous transactions (data entry and report viewing), and a response time of 3 seconds or less for any page. The architecture capacity shall support a 100% growth in the user population without additional hardware or bandwidth.
- TR-8. CONTRACTOR shall deploy a Trip Time Estimator on the MATIS Web Portal as part of the Near-Term Enhancements that shall determine travel time based on available historical freeway data between user-selected origins and destinations for future trips. The tool shall provide a text display of trip lengths by day of the week and by time of day.
- TR-9. CONTRACTOR shall provision 511 such that each county will have a separate translation for all 511 calls originating in each county. Provisioning costs will be billed as a straight pass-through with no additional mark-ups or recurring costs.

**LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONTRACT MODIFICATION NO. 1, CONTRACT NO. 06SAFE035**

FOR: MOTORIST AID AND TRAVELER INFORMATION SYSTEM (MATIS)

This Contract Modification No.1 to Contract No. 06SAFE035 is made effective on the 13TH day of March 2008, by and between the LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY SERVICE EMERGENCIES, hereinafter referred to as "LA SAFE, and IBI Group, hereinafter referred to as "Contractor".

WHEREAS, Contractor and LA SAFE entered into Contract No. 06SAFE035, effective March 1, 2008, the ("Existing Contract") and;

WHEREAS, Contractor and LA SAFE desire to modify the Existing Contract as provided herein. Now, therefore, it is mutually agreed, by and between the parties as follows:

Contract Article 18.0 Contractor Key Personnel

The Contractor Key personnel's listing is hereby revised to reflect the approved substitution of the Contractor's Program Manager. The revised key personnel list is as follows:

Name	Title	Phone No.
Colin Rayman	Program Manager	905 472-5319
Derek Sims	Program Director	416 596-1930
Gregg Loanne	Deputy Program Manager	949 833-5588

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Contract Modification No. 1 to the Existing Contract to be executed by their respective duly authorized officers.

IBI GROUP

**LOS ANGELES COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES**

By: _____
Signature

By: _____
Kenneth Coleman
Program Manager

Type or Print Name

Date

Date

**LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
CONTRACT MODIFICATION NO. 2, CONTRACT NO. 06SAFE035**

FOR: MOTORIST AID AND TRAVELER INFORMATION SYSTEM (MATIS)

This Contract Modification No.2 to Contract No. 06SAFE035 is made effective on the 14TH day of March 2008, by and between the LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY SERVICE EMERGENCIES, hereinafter referred to as "LA SAFE, and IBI Group, hereinafter referred to as "Contractor".

WHEREAS, Contractor and LA SAFE entered into Contract No. 06SAFE035, effective March 1, 2008, and amended by Contract Modification No. 1, on March 28, 2008, the ("Existing Contract") and;

WHEREAS, Contractor and LA SAFE desire to modify the Existing Contract as provided herein. Now, therefore, it is mutually agreed, by and between the parties as follows:

Contract Article 6.0 Pricing Schedule

The Pricing Schedule associated with Phase 1 of the Contract shall be replaced in its entirety by Attachment 1 to this Contract Modification. The Pricing Schedule associated with Phase 2 of the Contract remains unchanged.

Contract Attachment A Statement of Work, Paragraph 4.1

Completion of Phase 1, Startup, also referred to as Baseline, shall be extended from six months from Contract Notice to Proceed (October 3, 2008), to a new completion date of January 19, 2009.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Contract Modification No. 2 to the Existing Contract to be executed by their respective duly authorized officers.

IBI GROUP

**LOS ANGELES COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES**

By: _____
Derek Sims, Director

By: _____
Kenneth Coleman, Program Manager

Date

Date

Contract Modification No. 2, Attachment 1

**Contract Article 6.0 Pricing Schedule
Phase 1 – Design and Development**

Task		Price	Completion Date
	Phase 1: Project Management		
4.1.1	Project Planning	234,290	Month 18
4.1.2	Project Status	234,290	Month 18
4.1.3	Technical Reviews	188,822	Month 18
	Total Phase 1 Project Management Costs	657,402	
	Phase 1: Startup (Baseline)		
4.1	Project Management Plan	100,000	Month 1 Month 2
4.2.1.1	General Baseline Requirements Analysis	31,260	Month 3
4.2.1.2	Baseline IVR Requirements Analysis	383,284	Month 2 Month 2 Month 3 Month 3
4.2.1.3	Baseline Web Portal Requirements Analysis	193,148	Month 2 Month 3
4.2.1.4	Baseline TI Data Collection Requirements Anal.	193,148	Month 2 Month 3
4.2.1.5	Baseline Call Center Requirements Analysis	25,904	Month 2 Month 3
4.2.1.6	FSP Fleet Monitoring and Reporting Analysis	31,260	Month 5 Month 6
4.2.2	Baseline System Implementation Plan	34,101	Month 3 Month 3
		50,000	Month 3
4.2.3.1	General Baseline System Development	456,549	Month 5 Month 6 Month 6 Month 7 Month 8
4.2.3.2	Baseline IVR Development	755,409	Month 4 Month 4 Month 5 Month 5 Month 7 Month 7
4.2.3.3	Baseline Web Portal Development	210,288	Month 4 Month 6
4.2.3.4	Baseline TI Data Collection Development	1,065,197	Month 5 Month 5 Month 6 Month 6 Month 7 Month 7
		40,000	Month 8
4.2.3.5	Baseline Call Center Development	44,375	Month 9
4.2.3.6	FSP Fleet Monitoring and Reporting Dev.	90,936	Month 11
4.2.4	Baseline System Integration and Test	462,634	Month 7 Month 9 Month 8 Month 8
4.2.5	Baseline System Deployment	783,285	Month 10 Month 10 Month 10 Month 12 Month 10
	Total Phase 1 Startup Costs	4,950,777	
	Phase 1: Near-Term Enhancements (NTE)		
4.3.1.1	General NTE Requirements Analysis	11,367	Month 12
4.3.1.2	NTE IVR Requirements Analysis	47,823	Month 12
4.3.1.3	NTE Web Portal Requirements Analysis	68,202	Month 12

Proposed Billing Milestones

	Price	Extended
Monthly, for all PM Costs, Months 1-6	\$ 82,175	\$ 493,052
Monthly, for all PM Costs, Months 7-18	\$ 13,696	\$ 164,351
		\$ 657,402
Submission of PMP	\$ 60,000	
Acceptance of PMP	\$ 40,000	\$ 100,000
Acceptance of Entire Baseline System Requirements Analysis	\$ 31,260	\$ 31,260
Delivery of IVR 511 Requirements Analysis section	\$ 124,567	
Delivery of IVR TTP Requirements Analysis section	\$ 124,567	
Acceptance of IVR 511 Requirements Analysis section	\$ 67,075	
Acceptance of IVR TTP Requirements Analysis section	\$ 67,075	\$ 383,284
Delivery of Web Portal Requirements Analysis	\$ 125,796	
Acceptance of Web Portal Requirements Analysis	\$ 67,352	\$ 193,148
Delivery of TI Data Collection Requirements Analysis	\$ 125,796	
Acceptance of TI Data Collection Requirements Analysis	\$ 67,352	\$ 193,148
Delivery of Call Center Requirements Analysis	\$ 16,837	
Acceptance of Call Center Requirements Analysis	\$ 9,066	\$ 25,904
Delivery of FSP Fleet Monitoring and Reporting Analysis	\$ 20,319	
Acceptance of FSP Fleet Monitoring and Reporting Analysis	\$ 10,941	\$ 31,260
Delivery of Implementation Plan	\$ 22,166	
Acceptance of Implementation Plan	\$ 11,935	\$ 34,101
Development Hardware Delivered	\$ 50,000	\$ 50,000
Delivery of Baseline System Design Document	\$ 157,520	
Acceptance of Baseline System Design Document	\$ 29,135	
Baseline System Design review	\$ 183,239	
Delivery of Baseline Acceptance Test Plan	\$ 57,520	
Acceptance of Baseline Acceptance Test Plan	\$ 29,135	\$ 456,549
Delivery of 511 Call Flows	\$ 198,365	
Delivery of Transit Trip Planning Call Flows	\$ 198,365	
Approval of 511 Call Flows	\$ 106,787	
Acceptance of Transit Trip Planning Call Flows	\$ 106,787	
511 IVR Development Complete	\$ 72,553	
Transit Trip planning IVR Development Complete	\$ 72,553	\$ 755,409
Delivery of Web Prototype	\$ 105,144	
Completion of Web Portal Development	\$ 105,144	\$ 210,288
Delivery of TI Data Collection Subsystem Design	\$ 255,503	
Delivery of TI Data Configuration Management Document	\$ 255,503	
Acceptance of TI Data Collection Subsystem Design	\$ 112,922	
Acceptance of TI Data Configuration Management Document	\$ 112,922	
TI Data Collection Subsystem (RITTS) Complete	\$ 164,174	
TI Data Collection Subsystem (other) Complete	\$ 164,174	\$ 1,065,197
511 Translation Complete	\$ 40,000	\$ 40,000
Call Center Development Complete	\$ 44,375	\$ 44,375
FSP Fleet Monitoring and Reporting Development Complete	\$ 90,936	\$ 90,936
Installation of Baseline System (hardware & software)	\$ 185,054	
Delivery of system for User Acceptance Test	\$ 185,054	
Delivery of Baseline System Docs & Reports	\$ 60,142	
Acceptance of Baseline System Docs & Reports	\$ 32,384	\$ 462,634
Baseline Web Portal Go-Live	\$ 156,657	
Baseline 511 System Go-Live	\$ 313,314	
Baseline TTP System Go-Live	\$ 195,821	
Baseline FSP Fleet Monitoring Go-Live	\$ 117,493	\$ 783,285
Baseline System Acceptance	NSP	10% withholding: \$544,383
Acceptance of entire NTE System Requirements Analysis	\$ 11,367	\$ 11,367
Delivery of IVR Requirements Analysis section	\$ 31,085	
Acceptance of IVR Requirements Analysis section	\$ 16,738	\$ 47,823
Delivery of Web Portal Requirements Analysis	\$ 44,331	

Contract Modification No. 2, Attachment 1

		<u>Price</u>	<u>Completion Date</u>	<u>Proposed Billing Milestones</u>	<u>Price</u>	<u>Extended</u>
4.3.1.4	NTE Messaging Requirements Analysis	17,051	Month 12	Acceptance of Web Portal Requirements Analysis	\$ 23,871	\$ 68,202
				Delivery of Messaging Requirements Analysis	\$ 11,083	
				Acceptance of Messaging Requirements Analysis	\$ 5,968	\$ 17,051
4.3.1.5	NTE Remote Messaging Requirements Anal.	22,734	Month 12	Delivery of Remote Messaging Requirements Analysis	\$ 14,777	
				Acceptance of Remote Messaging Requirements Analysis	\$ 7,957	\$ 22,734
4.3.2	Enhanced System Implementation Plan	34,101	Month 15	Delivery of Implementation Plan	\$ 22,166	
				Acceptance of Implementation Plan	\$ 11,935	\$ 34,101
4.3.3.1	General NTE System Development	-		Delivery of Call Flows	\$ 57,388	
4.3.3.2	NTE IVR Development	143,471	Month 16	Approval of Call Flows	\$ 28,694	
				IVR Development Complete	\$ 57,388	\$ 143,471
4.3.3.3	NTE Web Portal Development	144,382	Month 16	Delivery of Web Prototype	\$ 72,191	
				Completion of Web Portal Development	\$ 72,191	\$ 144,382
4.3.3.4	NTE Messaging Development	218,340	Month 16	Delivery of NTE Messaging Detailed Design	\$ 70,960	
				Acceptance of NTE Messaging Detailed Design	\$ 38,209	
				Completion of NTE Messaging Development	\$ 109,170	\$ 218,340
4.3.3.5	NTE Remote Messaging Development	135,888	Month 16	Delivery of NTE Remote Messaging Detailed Design	\$ 44,164	
				Acceptance of NTE Remote Messaging Detailed Design	\$ 23,780	
				Completion of NTE Remote Messaging Development	\$ 67,944	\$ 135,888
4.3.4	Enhanced System Integration and Test	75,001	Month 20	Installation of NTE System (hardware & software)	\$ 30,000	
				Delivery of system for User Acceptance Test	\$ 30,000	
				Delivery of NTE System Docs & Reports	\$ 9,750	
				Acceptance of NTE System Docs & Reports	\$ 5,250	\$ 75,001
4.3.5	Enhanced System Deployment	91,308	Month 21	NTE System Go-Live	\$ 91,308	\$ 91,308
				NTE System Acceptance	NSP	10% withholding: \$117,462
Total Phase 1 NTE Costs		1,009,667				
Phase 1: Long-Term Enhancements (LTE)						
4.4.1	Evaluate Long-Term Enhancements	94,127	Month 21	Delivery of LTE Development Plan (draft)	\$ 47,063	
				Delivery of LTE Development Plan (final)	\$ 47,063	\$ 94,127
Total Phase 1 LTE Costs		94,127				
Total Phase 1 Costs		6,711,973			\$ 6,711,973	

Draft Amendment No. 1 to Cooperative Agreement No. C-9-0434

**Interagency Agreement
Between
The Los Angeles County Service Authority for Freeway Emergencies
And
The Orange County Transportation Authority
In Support Of
The Southern California Regional 511 Traveler Information System/Program

Agreement No. 09SAFE019

Amendment No. 1**

Amendment No. 01 to Agreement No. 09SAFE019 is made and entered into this _____, by and between the LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES, hereinafter referred to as "LA SAFE ", and the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "OCTA".

WHEREAS, LA SAFE and OCTA entered into Agreement No. 09SAFE019, effective _____; and;

WHEREAS, LA SAFE and OCTA mutually desire to modify the Existing Agreement as provided herein.

NOW, THEREFORE, it is mutually agreed, by and between the parties, that the following articles of the Agreement are modified and restated as follows:

3.0 SERVICES

Article 3.0 is hereby changed to add the following paragraph:

In accordance with the above paragraph the parties agreed to add 511 IVR Automated Transit Trip Planning functionality, and real time next bus functionality for Orange County, as defined in Attachment A herein, as part of the integrated SoCal 511 system.

8.0 FUNDING

Article 8.0 is hereby changed to add the following paragraph:

To provide OCTA the expansion of the SoCal 511 IVR Automated Transit Trip Planning functionality, and real-time next bus functionality, as defined in Attachment A herein, as part of the integrated SoCal 511 system, OCTA shall appropriate \$636,000.00 for this effort. LA SAFE shall use the funds to provide all labor, material, services, equipment, licenses, other direct costs related to performance, and other required resources to fully implement the expansion capabilities of the SoCal 511 IVR Automated Transit Trip Planning functionality for OCTA. The appropriated funds are allocated as follows:

IVR Transit Trip Planner for OCTA Deployment	\$126,000.00
Operations and Maintenance of Transit Trip Planning	\$510,000.00
IVR for OCTA for 9 years	<u>\$636,000.00</u>

The appropriated funds shall be used solely for the work purpose defined in Attachment A. In the event funds encumbered are only partially incurred or not used for the work defined in Attachment A, or work is partially or fully terminated, the remaining balance of funds shall be reimbursed and re-appropriated to OCTA.

Upon OCTA encumbering the above stipulated funds for work defined in Attachment A, and LA SAFE receiving formal authorization to proceed from OCTA on Attachment A work, LA SAFE shall proceed and complete all work. LA SAFE shall be reimbursed for this effort in accordance with Section 9.0, PAYMENT of this Interagency Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 01 to the Existing Agreement 09SAFE019 to be executed by their respective officers duly authorized on the date first written above.

**LOS ANGELES COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
**ARTHUR T. LEAHY
CHIEF EXECUTIVE OFFICER**

By: _____
**JAMES. S. KENAN
INTERIM CHIEF EXECUTIVE OFFICER**

**PAUL C. TAYLOR
Deputy CEO**

Approved as to Form:
**ROBERT E. KALUNIAN
Acting County Counsel**

Approved as to Form:
**KENNARD R. SMART, JR.
General Counsel**

Deputy

Deputy

ATTACHMENT A

STATEMENT OF WORK

EXPANSION OF TRANSIT TRIP PLANNING FUNCTIONALITY, AND REAL-TIME NEXT BUS FUNCTIONALITY, TO ORANGE COUNTY AS PART OF THE INTEGRATED MATIS/SOCAL 511 SYSTEM.

- Work for including Orange County in the IVR Transit Trip Planner (TTP) will be undertaken in parallel with the implementation of the IVR Transit Trip Planner for Los Angeles County, as part of a single deployment of TTP functionality.
- SoCal 511 call flows and call handling protocols will remain unchanged and will be uniform for LA County and Orange County
- Monthly O&M excludes telephony costs associated with IVR calls, including additional Minutes of Use.
- Additional TTP calls for Orange County are a component of the projected call volume of 400,000 per month, with annual growth of 5%. Call volume beyond this threshold will be an additional cost of 3¢ per Minute of Use.
- The schedule for a consolidated deployment of the IVR Transit Trip Planner for both Los Angeles and Orange counties will be subject to mutual agreement between LA SAFE and IBI Group.
- The Trip Planning IVR application shall have interface to the new LA Metro TripMaster/TripPlanner engine for all trip planning and schedule inquiries for all counties served.
- Implementation will be in English, with Spanish to follow. Spanish is included in the pricing.
- The delivery interval for Spanish will be subject to mutual agreement between LA SAFE and IBI Group.
- Up-front Customization includes the following key tasks:
 - Recordings of the various prompts
 - Grammar generation
 - Integration and testing with the SoCaL 511 system
 - S/W license for TTP for Orange County
 - Program management
- Monthly O&M includes:
 - Ongoing changes to the system associated with additions of streets, landmarks, and changes to bus routes (quarterly)
 - Changes to prompt recordings (quarterly)
 - Annual application tuning
 - Annual license updates for TTP application
 - All of the above in both Spanish & English
- The 300 port SoCaL 511 platform will be used to deliver Transit Trip Planning information for all counties served as an integrated component of the SoCaL 511 IVR subsystem. There will be no segmentation of capacity by county. Ports beyond 300 ports will be at additional cost.
- Operator fall-back calls for OCTA will be by the existing OCTA call center.
- Pricing assumes that Metrolink trip planner information is an integrated component of the new LA Metro TripMaster/TripPlanner database.



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Cooperative Agreement with the City of Fullerton for Parking Expansion at the Fullerton Transportation Center

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendations

- A. Authorize the Interim Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0404 between the Orange County Transportation Authority and the City of Fullerton, in an amount not to exceed \$13,035,000, to define roles, responsibilities, and funding for the design and construction of a parking structure at the Fullerton Transportation Center.
- B. Authorize staff to prepare and submit any necessary programming documents, including amendments to the Regional Transportation Improvement Program and execute any necessary agreements to meet the requirements of Cooperative Agreement No. C-9-0404 with the City of Fullerton.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Cooperative Agreement with the City of Fullerton for Parking Expansion at the Fullerton Transportation Center

Overview

A cooperative agreement with the City of Fullerton is required for parking expansion at the Fullerton Transportation Center, which is needed to meet current and future parking demands related to Metrolink service.

Recommendations

- A. Authorize the Interim Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0404 between the Orange County Transportation Authority and the City of Fullerton, in an amount not to exceed \$13,035,000, to define roles, responsibilities, and funding for the design and construction of a parking structure at the Fullerton Transportation Center.
- B. Authorize staff to prepare and submit any necessary programming documents, including amendments to the Regional Transportation Improvement Program and execute any necessary agreements to meet the requirements of Cooperative Agreement No. C-9-0404 with the City of Fullerton.

Discussion

On November 14, 2005, the Orange County Transportation Authority (Authority) Board of Directors (Board) adopted the Metrolink Service Expansion Program to provide expanded service between the Fullerton Transportation Center (FTC) and the Laguna Niguel/Mission Viejo Station in Orange County. In order to meet the current demand and to accommodate projected future demand for parking at the FTC, the City of Fullerton (City) and the Authority have been working to develop a plan to construct a parking structure to accommodate approximately 820 spaces.

Cooperative Agreement with the City of Fullerton for Parking Expansion at the Fullerton Transportation Center **Page 2**

The total project cost is estimated to be \$41.97 million. In recent months, the funding plan has changed to better align available funding sources and project needs. The revised funding plan includes Proposition 116 and Measure M funds, as well as other state and local funds as outlined in the table below. In order for the City to utilize the available funding, a cooperative agreement is needed to define the roles and responsibilities related to funding and project implementation (Attachment A).

Project Phase	Measure M (in millions)	STIP-RIP (in millions)	STIP-IIP (in millions)	City Local (in millions)	Proposition 116 (in millions)	Total (in millions)
Right-of-Way	\$3,150	\$3,250	\$4,250			\$10,650 ¹
Design			\$1,000	\$1,500		\$2,500 ²
Construction	\$13,035		\$2,750		\$13,035	\$28,820
TOTAL	\$16,185	\$3,250	\$8,000	\$1,500	\$13,035	\$41,970

¹ Right-of-way has been acquired

² Previous funding for preliminary design

- STIP - State Transportation Improvement Program
- RIP - Regional Improvement Program
- IIP - Interregional Improvement Program

The City will be the lead on all phases of the parking structure. The right-of-way necessary for the project has been acquired consistent with a prior agreement with the City, Agreement No. C-8-1300. The City is now working on a preliminary design for the structure and expects to award a design-build contract at the end of 2009. The design-build approach will allow the project to meet the encumbrance deadline of June 2010, which is required for the Proposition 116 funding on this project. The Authority will provide technical review and approval of the project through completion.

Fiscal Impact

This project is included in the Authority's proposed Fiscal Year 2009-10 Budget, Rail Programs Division, Account 0010-7831-T5423-SXP, and is funded through the Orange County Local Transportation Authority.

Summary

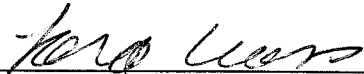
Staff is seeking Board of Directors' authorization to execute Cooperative Agreement No. C-9-0404 with the City of Fullerton to define roles, responsibilities, and funding for the design and construction of a parking structure to accommodate approximately 820 spaces. The City of Fullerton will be the lead agency for the parking structure at the Fullerton Transportation Center.

Attachment

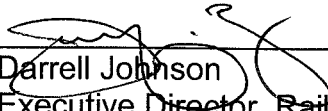
- A. Cooperative Agreement No. C-9-0404 Between Orange County Transportation Authority and the City of Fullerton for the Fullerton Transportation Center Parking Expansion Project

Prepared by:

Approved by:



Lora Cross
Project Manager
(714) 560-5788

 For

Darrell Johnson
Executive Director, Rail Programs
(714) 560-5343



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

COOPERATIVE AGREEMENT NO. C-9-0404

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF FULLERTON

FOR

FOR THE FULLERTON TRANSPORTATION CENTER PARKING EXPANSION PROJECT

THIS COOPERATIVE AGREEMENT is effective this _____day of

_____ 2009, 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 the City of Fullerton, a California municipal corporation (hereinafter referred to as "CITY").

RECITALS:

WHEREAS, AUTHORITY and the CITY desire to enter into a Cooperative Agreement to define the specific terms, conditions and funding responsibilities between the AUTHORITY and CITY for completion of an 818 space minimum parking structure at the Fullerton Transportation Center, providing parking benefits for Metrolink passengers and the CITY; (hereinafter referred to as "PROJECT"); and

WHEREAS, AUTHORITY provided CITY with Right of Way support in the amount of Three Million One Hundred Fifty Thousand (\$3,150,000) dollars in Measure M funds through Cooperative Agreement C-8-1300 which pertains primarily to right of way; and

WHEREAS, any statements regarding construction of the PROJECT and construction funding in Agreement Number C-8-1300 are superseded in this Agreement; and

WHEREAS, the AUTHORITY's Board of Directors on January 26, 2009, approved providing Proposition 116 funding for the construction phase of the PROJECT; and

/

1 **WHEREAS**, the funds supporting the construction phase of the PROJECT shall be Thirteen
2 Million Thirty Five Thousand Dollars (\$13,035,000) in Proposition 116 and Thirteen Million Thirty
3 Five Thousand Dollars (\$13,035,000) in Measure M transit and Two Million Seven Hundred Fifty
4 Thousand Dollars (\$2,750,000) in FY10/11 State Transportation Improvement Program-Interregional
5 Improvement Program (STIP-IIP) funding for total funding of Twenty Eight Million Eight Hundred
6 Twenty Thousand Dollars (\$28,820,000); and

7 **WHEREAS**, the AUTHORITY has agreed to designate the CITY as the direct recipient for
8 Proposition 116 and STIP-Interregional Improvement Program funding; and,

9 **WHEREAS**, CITY and AUTHORITY agree that the total PROJECT budget including
10 Preliminary Engineering, Environmental, Right of Way and Construction phases shall be Forty One
11 Million Nine Hundred Seventy Thousand Dollars (\$41,970,000); and

12 **WHEREAS**, AUTHORITY'S maximum obligation to the above mentioned PROJECT budget
13 will be Sixteen Million One Hundred Eighty Five Thousand (\$16,185,000) of which Three Million One
14 Hundred Fifty Thousand (\$3,150,000) was previously approved thru Cooperative Agreement C-8-
15 1300; and

16 **WHEREAS**, CITY agrees to act as lead agency for all phases of the PROJECT including,
17 right-of-way acquisition, design, construction and construction management of said PROJECT;

18 **WHEREAS**, AUTHORITY's Board of Directors approved this Cooperative Agreement on
19 _____, 2009.

20 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
21 follows:

22 **ARTICLE 1. COMPLETE AGREEMENT**

23 This Agreement, including all exhibits and documents incorporated herein and made
24 applicable by reference, constitutes the complete and exclusive statement of the terms and
25 conditions of the agreement between AUTHORITY and CITY concerning the issues identified herein
26 and prior representations, understandings and communications between the parties. The invalidity

1 in whole or part of any term or condition of this Agreement shall not affect the validity of the other
2 terms or conditions.

3 **ARTICLE 2. SCOPE OF AGREEMENT**

4 A. This Agreement specifies the roles and responsibilities of the Parties as they pertain
5 to the funding, construction and project management for the PROJECT. Both AUTHORITY and
6 CITY agree that each will cooperate and coordinate with the other in all activities covered by this
7 Agreement and any other supplemental agreements that may be required to facilitate purpose(s)
8 thereof.

9 B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of
10 any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of
11 AUTHORITY's right to such performance or to future performance of such terms or conditions and
12 CITY's obligation in respect thereto shall continue in full force and effect. Any changes to this
13 Agreement shall not be binding upon AUTHORITY or CITY except when specifically confirmed in
14 writing by an authorized representative of AUTHORITY and CITY by way of a written amendment to
15 this Agreement and issued in accordance with the provisions of this Agreement.

16 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

17 AUTHORITY agrees to the following additional responsibilities for PROJECT:

18 A. Payment – AUTHORITY shall remit to CITY within thirty (30) days of receipt of an
19 acceptable invoice, reimbursement for said work up to one hundred (100%) percent of eligible project
20 construction costs. Such project construction costs shall not exceed the sum of Thirteen Million Thirty
21 Five Thousand Dollars (\$13,035,000). AUTHORITY will not be obligated to pay for any amount beyond
22 what has been identified in the Article.

23 B. AUTHORITY shall formally request on behalf of the CITY that the California
24 Transportation Commission (CTC) and the California Department of Transportation (Caltrans), Division
25 of Rail program and/or allocate the STIP-IIP funds in FY 9/10.

26 C. AUTHORITY shall coordinate the Proposition 116 allocation request with CITY's

1 procurement schedule and submit the Proposition 116 allocation requests to the CTC, which will
2 include the request to designate the CITY as the recipient for these funds.

3 D. AUTHORITY shall assist the CITY with STIP-IIP allocation request to the CTC as may be
4 necessary.

5 E. AUTHORITY will perform oversight of the fund expenditures in compliance with approved
6 PROJECT budget and scope.

7 F. AUTHORITY will review and provide written approval to the CITY for the scope of work
8 for construction for PROJECT prior to advertisement of the project.

9 **ARTICLE 4. RESPONSIBILITIES OF CITY**

10 CITY agrees to the following additional responsibilities for PROJECT:

11 A. CITY agrees to take the lead in the design, construction and completion of the PROJECT
12 in accordance with the ATTACHMENT 1, entitled PROJECT SCOPE and in accordance with
13 ATTACHMENT 2, entitled PROJECT SCHEDULE.

14 B. Reimbursement – The CITY shall be reimbursed in accordance with Attachment 3,
15 entitled “APPROVED PROJECT BUDGET” which is attached herein and is incorporated by
16 reference. CITY shall invoice AUTHORITY for all eligible project related construction costs up to the
17 amount not to exceed Thirteen Million Thirty Five Thousand Dollars (\$13,035,000), as identified in
18 Article 3, paragraph A, of this Agreement subject to review and approval of AUTHORITY.

19 C. CITY shall provide a detailed construction cost estimate to the AUTHORITY and agrees
20 to pay for any cost overruns in the construction phase of the project.

21 D. CITY shall utilize CITY funds to complete the design required to advertise the project for
22 a design-build contract.

23 E. CITY shall submit environmental documentation to the CTC for future consideration of
24 funding prior to the allocation request for Prop 116 and STIP-IIP funds.

25 F. CITY shall assist the AUTHORITY in completing documents that are required for the
26 Proposition 116 allocation request to the CTC.

1 G. CITY shall not enter into a construction contract until the allocation of Proposition 116
2 funds and STIP-ITIP funds has been made by the CTC and prior to June 30, 2010, which is the
3 required encumbrance date for the Proposition 116 funds.

4 H. CITY will comply with all federal, state and local laws and regulations, including
5 but not limited to, Federal Transit Administration ("FTA") Circulars 4220.1F and 5010.1C.

6 I. CITY shall be responsible to comply with all of the requirements for projects funded with
7 California "THE CLEAN AIR AND TRANSPORTATION IMPROVEMENT BOND ACT OF 1990",
8 funding also referred to as Proposition 116 funds. As such, it is further subject to requirements as put
9 forward for this funding by the CTC and the Caltrans and any subsequent requirements that may be
10 addressed when the funds are allocated by the CTC.

11 J. CITY shall invoice AUTHORITY for work completed not more frequently than monthly,
12 pursuant to Article 8, Paragraph K.

13 K. CITY shall provide AUTHORITY with copies of the quarterly progress reports required by
14 Caltrans within thirty (30) days of the close of each annual quarter. This report shall conform to the
15 requirements as outlined by Caltrans for Proposition 116 and STIP-IIP funded projects.

16 L. CITY shall include AUTHORITY's designated Project Manager in all project development
17 and construction meetings and provide AUTHORITY with copies of the invoices CITY submits to the
18 Caltrans for purpose of AUTHORITY's oversight of fund expenditures in compliance with approved
19 project budget.

20 M. CITY agrees to develop a parking management plan as required by the CTC and such
21 plan will allow for at least 818 of the new parking structure spaces to be designated as non-exclusive
22 rail use and will allow for the current surface and parking structure parking at the station to remain in
23 use as non-exclusive rail use.

24 N. CITY agrees to apply any funds from sale of excess land to the PROJECT. In the event the
25 PROJECT is fully funded and funds from excess land are not needed to fund PROJECT, CITY agrees

26 /

1 to reimburse AUTHORITY funds in a proportional amount equal to the AUTHORITY's overall
2 contribution to the project compared to the overall PROJECT budget as agreed to herein.

3 O. CITY agrees that any revenues derived from private uses on the premises shall be used
4 for the operations and maintenance of the parking structure or for an AUTHORITY and CTC approved
5 transportation purpose.

6 P. CITY is responsible for operating and maintaining the parking structure.

7 Q. CITY agrees to complete construction of PROJECT by _____ and
8 provide AUTHORITY with appropriate project close out reports as requested by AUTHORITY.

9 **ARTICLE 5. DELEGATED AUTHORITY**

10 The actions required to be taken by CITY in the implementation of this Agreement are
11 delegated to its City Manager or his designee and the actions required to be taken by AUTHORITY
12 in the implementation of this Agreement are delegated to its Chief Executive Officer.

13 **ARTICLE 6. AUDIT AND INSPECTION**

14 CITY shall maintain a complete set of records in accordance with generally accepted
15 accounting principles. Upon reasonable notice, CITY shall permit the authorized representatives of
16 the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data
17 and records of CITY for a period of four (4) years after final payment, or until any on-going audit is
18 completed. AUTHORITY shall also have the right to reproduce any such books, records and
19 accounts. Contracts with CITY's contractors shall include the above provision with respect to audits.

20 **ARTICLE 7. INDEMNIFICATION AND INSURANCE**

21 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
22 employees and agents from and against any and all claims (including attorney's fees and reasonable
23 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
24 worker's compensation subrogation claims, damage to or loss of use of property alleged to be
25 caused by the negligent acts, omissions or willful misconduct by CITY, its officers, directors,
26 employees or agents in connection with or arising out of the performance of this Agreement.

1 B. AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,
2 employees and agents from and against any and all claims (including attorney's fees and reasonable
3 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
4 worker's compensation subrogation claims, damage to or loss of use of property alleged to be
5 caused by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors,
6 employees or agents in connection with or arising out of the performance of this Agreement.

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

9 **ARTICLE 8. ADDITIONAL PROVISIONS:**

10 The AUTHORITY and CITY agree to the following mutual responsibilities:

11 A. Term of Agreement- This Agreement shall continue in full force and effect through
12 December 31, 2012, unless terminated earlier by mutual written consent by both Parties. The term
13 of this Agreement may only be extended upon mutual written agreement by both Parties.

14 B. Termination- This Agreement shall not be terminated without mutual written consent
15 of the both Parties.

16 C. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized
17 to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the
18 Parties hereto are formally bound to the provisions of this Agreement.

19 D. Notices- Any notices, requests or demands made between the Parties pursuant to
20 this Agreement are to be directed as followed:

21 To CITY:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Perez,

Department Manager, Capital Projects

(714/560-5743) *kperez@octa.net*

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3 E. Severability- If any term, provision, covenant or condition of this Agreement is held to
4 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
5 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
6 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7 F. Counterparts of Agreement- This Agreement may be executed and delivered in any
8 number of counterparts, each of which, when executed and delivered shall be deemed an original
9 and all of which together shall constitute the same agreement. Facsimile signatures will be
10 permitted.

11 G. Force Majeure- Either Party shall be excused from performing its obligations under this
12 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
13 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
14 commandeering of material, products, plants or facilities by the federal, state or local government;
15 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of
16 such cause is presented to the other Party, and provided further that such nonperformance is
17 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

18 H. Assignment- Neither this Agreement, nor any of the Parties rights, obligations, duties, or
19 authority hereunder may be assigned in whole or in part by either Party without the prior written consent
20 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed
21 void and of no force and effect. Consent to one assignment shall not be deemed consent to any
22 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

23 I. Obligations To Comply with Law- Nothing herein shall be deemed nor construed to
24 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the
25 terms, in amounts, or for purposes other than as authorized by local, state or federal law.

26 /

1 J. Governing Law- The laws of the State of California and applicable local and federal
2 laws, regulations and guidelines shall govern this Agreement.

3 K. Form of Invoice – Each invoice shall be executed by a designated representative of
4 CITY appointed by CITY to have such authority in accordance with Article 8. subparagraph D, Notices,
5 and shall include the following:

- 6 1. Agreement Number C-9-0404
- 7 2. Total invoice amount; and include the following:
 - 8 • Invoices should be submitted on local agency letterhead and include the
 - 9 following:
 - 10 • Project number.
 - 11 • Local agency Internal Revenue Service tax identification number.
 - 12 • Invoice number.
 - 13 • Reimbursement ratio.
 - 14 • Cost breakdown by phase of work:
 - 15 a) Total cost to date
 - 16 b) Retention withheld
 - 17 c) Liquidated damages
 - 18 d) Non participating or ineligible costs to date
 - 19 e) Participating costs on previous invoice
 - 20 f) Amount of current charges (summary sheet)
 - 21 g) Invoice total
 - 22 • Summary of construction activity completed for the period the invoice covers.
- 23 and
- 24 3. Such other information as requested by AUTHORITY.

21 /
22 /
23 /
24 /
25 /
26 /

This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0404 to be executed on the date first above written.

CITY OF FULLERTON

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Mayor

By: _____
James S. Kenan
Interim Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____
Kennard R. Smart, Jr.
General Counsel

APPROVAL RECOMMENDED:

By: _____
Darrell Johnson, Executive Director
Rail Programs

Dated: _____

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BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Cooperative Agreements with the Cities of Mission Viejo and Westminster for Go Local Step Two Bus/Shuttle Service Planning

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations


- A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0467 between the Orange County Transportation Authority and the City of Mission Viejo to define each party's roles and responsibilities for service planning of two bus/shuttle proposals entitled, "Irvine Transportation Center to Mission Viejo Community Center" and "Laguna Niguel/Mission Viejo Metrolink Station to Mission Viejo Community Center."

- B. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0428 between the Orange County Transportation Authority and the City of Westminster to define each party's roles and responsibilities for service planning of four bus/shuttle proposals entitled, "Bolsa Chica Inter-County Express," "North/South Commuter Express," "Fountain Valley Express," and "Little Saigon/Fountain Valley/Huntington Beach Express."



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Cooperative Agreements with the Cities of Mission Viejo and Westminster for Go Local Step Two Bus/Shuttle Service Planning

Overview

The Orange County Transportation Authority Board of Directors has approved 27 bus/shuttle proposals submitted under Go Local Step One to be advanced to Step Two. As part of Step Two, each bus/shuttle proposal will undergo detailed service planning. Cooperative agreements are needed to outline roles and responsibilities for the Step Two service planning effort. Cooperative agreements with the cities of Mission Viejo and Westminster for service planning of the cities' respective bus/shuttle proposals are presented for review and approval.

Recommendations

- A. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0467 between the Orange County Transportation Authority and the City of Mission Viejo to define each party's roles and responsibilities for service planning of two bus/shuttle proposals entitled, "Irvine Transportation Center to Mission Viejo Community Center" and "Laguna Niguel/Mission Viejo Metrolink Station to Mission Viejo Community Center."
- B. Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0428 between the Orange County Transportation Authority and the City of Westminster to define each party's roles and responsibilities for service planning of four bus/shuttle proposals entitled, "Bolsa Chica Inter-County Express," "North/South Commuter Express," "Fountain Valley Express," and "Little Saigon/Fountain Valley/Huntington Beach Express."

Discussion

On October 27, 2008, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved 25 bus/shuttle proposals submitted under Go Local Step One to be advanced to Step Two. Two additional bus/shuttle proposals were submitted and approved for Step Two by the Board on January 12, 2009. For the Step Two service planning, OCTA will utilize a bench of consultants that were retained through a competitive procurement process. The four firms on the bench will assist OCTA staff in assessing the feasibility of the proposals by evaluating areas such as, but not limited to, potential demand and customer needs, route segment and system performance, potential impacts to existing OCTA fixed-route bus and paratransit service, boarding/revenue vehicle hours, resources, budgets, policies, and technical aspects of the proposed service. Using OCTA's pre-selected bench of consultants is intended to ensure consistency and standardization in the evaluation process for all participating cities.

As part of Go Local Step One, cooperative agreements were executed with participating cities to specify the roles and responsibilities of the initial needs assessment phase. OCTA encouraged cities to partner with neighboring cities in an effort to develop optimal regional connections to Metrolink stations. When the cities came together as a team, a lead agency was identified as the point of contact to OCTA. Prior to initiation of the Step Two service planning work, new cooperative agreements with the lead agencies are needed as a result of the expiration of the Step One cooperative agreements and to identify any modifications to teaming arrangements.

Currently there are 13 cities/teams participating in the Go Local Step Two bus/shuttle service planning effort. For the past three months, staff has brought forward cooperative agreements with each of the lead agencies for Board consideration. The order in which the agreements are brought to the Board is dependent upon when the lead agency is scheduled to consider and approve the agreement as shown in Attachment A. To date, the Board has approved cooperative agreements with the cities of Aliso Viejo, Anaheim, Irvine, Fullerton, Lake Forest, and San Clemente. Subsequently, two additional teams, the cities of Mission Viejo and Westminster (teamed with Fountain Valley, Huntington Beach, and Stanton), have approved the respective agreements and are being presented to the Board for consideration. A brief summary of the bus/shuttle proposals submitted by the two additional teams are included in Attachment B.

The general purpose and content of the Go Local Step Two cooperative agreement is to identify the roles and responsibilities of both OCTA and the lead agency for the service planning effort. The cooperative agreements will be similar for each lead agency, except for a few minor differences in language to meet city-specific requirements.

OCTA's principal responsibilities described in the cooperative agreements include:

- Procure and manage consultant support to work directly with the lead agency to develop comprehensive service plans for the bus/shuttle proposals as identified in the respective Go Local Step One final reports.
- Participate in service planning team meetings with consultant and city/teams and provide transit planning data and support.
- Evaluate final Go Local Step Two reports summarizing service-planning activities and funding plans for each of the bus/shuttle proposals that have been approved by the city council.

The lead agency's principal responsibilities described in the cooperative agreements include:

- Work collaboratively with consultant selected by OCTA and supply all requested data necessary to support the service planning.
- Participate in the development of a comprehensive service planning report, which will be led by the consultant for each bus/shuttle proposal that addresses all the service planning activities. The report must be accompanied by a city council resolution indicating support and approving the final service planning report and funding plan for each bus/shuttle proposal.
- Provide eligible local matching funds, excluding in-kind sources, for the city's proportionate share. Consistent with previous Board action, cities are required to provide a local funding match of 10 percent of the actual service planning activities cost, up to \$100,000, for each bus/shuttle proposal.

Next Steps

Upon the Board's approval of the subject cooperative agreements, contract task orders will be issued to the bench of consultants and competitively awarded to provide service planning for the subject cities' approved bus/shuttle proposals. Staff will return to the Board in July 2009 with additional cooperative agreements that have been approved by the participating lead agencies.

Fiscal Impact

Funding for this project is currently included in OCTA's Fiscal Year 2008-09 Budget, Account 0010-6062-T5410-3SB. This is a reimbursable agreement as cities are responsible for reimbursing OCTA 10 percent of consultant work for this phase of study.

Summary

Staff is seeking Board authorization to execute cooperative agreements with the cities of Mission Viejo and Westminster to initiate service planning for the cities' respective Board-approved bus/shuttle proposals.

Attachments

- A. Status of Go Local Step Two Bus/Shuttle Cooperative Agreements
- B. Summary of Go Local Bus/Shuttle Proposals – Lead Agencies: Cities of Mission Viejo and Westminster
- C. Cooperative Agreement No. C-9-0467 Between Orange County Transportation Authority and City of Mission Viejo for Go Local Bus/Shuttle Service Planning
- D. Cooperative Agreement No. C-9-0428 Between Orange County Transportation Authority and City of Westminster for Go Local Bus/Shuttle Service Planning

Prepared by:




Kelly Long
Senior Transportation Analyst
(714) 560-5725

Approved by:



Darrell Johnson
Executive Director, Rail Programs
(714) 560- 5343



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Status of Go Local Step Two Bus/Shuttle Cooperative Agreements

Current as of May 27, 2009

Lead Agency	City Confirmed Step Two Participation	City Received Cooperative Agreement	City Council/Staff Consideration	OCTA Transit Committee Consideration	OCTA Board Consideration
Aliso Viejo	√	√	3/4	3/26	4/13
Irvine	√	√	3/15	3/26	4/13
Anaheim	√	√	3/31	4/23	4/27
Lake Forest*	√	√	4/7	4/23	4/27
San Clemente	√	√	4/7	4/23	4/27
Fullerton	√	√	4/21	5/14	5/22
Mission Viejo	√	√	5/18	6/11	6/22
Westminster	√	√	5/27	6/11	6/22
Laguna Beach	√	√	6/2	6/25	7/13
Tustin	√	√	6/16	7/9	7/13
Buena Park	√	√	TBD**		
Brea***					

NOTES:

* City of Lake Forest is acting as lead agency for two separate bus/shuttle proposals. One on its own and the other in partnership with the City of Laguna Hills.

** Pending confirmation of city council consideration.

*** Pending lead agency's confirmation of Step Two participation.

**Summary of Go Local Bus/Shuttle Proposals
Lead Agencies: Cities of Mission Viejo and Westminster**

Approved by the Board: October 27, 2008

CITY/ TEAM	PROJECT DESCRIPTION	TARGET STATION	KEY STOPS
MISSION VIEJO	<p>Laguna Niguel/Mission Viejo Metrolink Station to Mission Viejo Community Center - Bus/shuttle providing a direct connection from the southern and central portions of Mission Viejo to Laguna Niguel/ Mission Viejo Metrolink Station. Adds new service to unserved residential areas along portions of Felipe Road and La Paz Road.</p>	Laguna Niguel/ Mission Viejo	<p>Laguna Niguel/ Mission Viejo Station Crown Valley Business Corridor Shops at Mission Viejo Mission Regional Medical Center Saddleback College Norman P. Murray Community Center</p>
	<p>Irvine Transportation Center to Mission Viejo Community Center - Bus shuttle providing a direct connection from the Irvine Transportation Center to the Mission Viejo (Norman P. Murray) Community Center. Potential areas served along Muirlands Boulevard, La Paz Road, Trabuco Road, and Jeronimo Road.</p>	Irvine	<p>Irvine Transportation Center Norman P. Murray Community Center Business centers along La Paz/ Chrisanta Unserved portions of Melinda, Olympiad and Jeronimo</p>
WESTMINSTER TEAM (FOUNTAIN VALLEY, HUNTINGTON BEACH, AND STANTON)	<p>Bolsa Chica Inter-County Express (Huntington Beach and Westminster) - Bus/shuttle offering weekday, peak hour express bus service operating between Metrolink and select locations in Huntington Beach, Westminster, and the Bolsa Chica Business Park, continuing to the Metro Blue Line station at the Long Beach Transit Center.</p>	Orange Santa Ana	<p>Orange/ Santa Ana Station Westminster Civic Center/ Coastline Community College Bolsa Chica Business Park Westminster Mall Goldenwest Transportation Center Metro Blue Line</p>
	<p>North/South Commuter Express (Huntington Beach, Stanton, and Westminster) - Peak hour express bus service operating on Goldenwest Street or Beach Boulevard serving Metrolink stations and the cities of Huntington Beach, Stanton, and Westminster. In Stanton, the service would split and go north to the Buena Park Metrolink Station and east to the Orange or Santa Ana Metrolink Station.</p>	Orange Buena Park	<p>Buena Park Station Santa Ana or Orange Station Stanton Plaza Westminster/Beach Boulevard Goldenwest Transportation Center or Golden West Huntington Beach Pier</p>
	<p>Fountain Valley Express (Fountain Valley) - Weekday peak period express bus service connecting the Santa Ana Metrolink Station with Mile Square Park, the San Diego Freeway (Interstate 405) corridor, Fountain Valley medical centers and other locations in Fountain Valley.</p>	Santa Ana	<p>Santa Ana Station Fountain Valley Regional Hospital Orange Coast Memorial Medical Center King of Glory Lutheran Church Park-and-Ride Mile Square Park - Park-and-Ride</p>
	<p>Little Saigon/ Fountain Valley/ Huntington Beach Express (Fountain Valley, Huntington Beach, and Westminster) - Weekday and weekend express bus service connecting the Little Saigon area in Westminster, Fountain Valley, and Huntington Beach with the Orange or Santa Ana Metrolink Station.</p>	Orange Santa Ana	<p>Santa Ana Station Little Saigon Mile Square Park - Park-and-Ride Orange Coast Memorial Medical Center Beach/Main Huntington Beach Pier</p>

COOPERATIVE AGREEMENT NO. C-9-0467

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF MISSION VIEJO

FOR

GO LOCAL BUS/SHUTTLE SERVICE PLANNING

THIS AGREEMENT is effective on this _____ day of _____
2009, 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 the City of Mission Viejo, 200 Civic Center, Mission Viejo, California
92691, a municipal corporation duly organized and existing under the constitution and laws of the State
of California (hereinafter referred to as "CITY").

RECITALS:

WHEREAS, the AUTHORITY's Go Local Program is a four-step program to plan and implement
city-initiated transit extensions to the Metrolink commuter rail line in Orange County; and

WHEREAS, AUTHORITY and CITY wish to work as partners to further develop a community-
based transit vision that increases the use of Metrolink by CITY residents, visitors and employees; and

WHEREAS, the AUTHORITY's Board of Directors directed that Step One mixed-flow
bus/shuttle proposals that met the Go Local evaluation criteria would be advanced to Step Two to
undergo detailed service planning; and

WHEREAS, the AUTHORITY's Board of Directors, on October 27, 2008 approved the
bus/shuttle proposals submitted May 2008 by the CITY to advance to Step Two for further study entitled
(1) "Irvine Transportation Center to Mission Viejo Community Center" and (2) "Laguna Niguel/Mission
Viejo Metrolink Station to Mission Viejo Community Center" (hereinafter referred to as "BUS/SHUTTLE
PROPOSALS"); and

1 **WHEREAS**, the AUTHORITY will evaluate bus/shuttle proposals that undergo Step Two
2 detailed service planning for Step Three implementation; and

3 **WHEREAS**, the AUTHORITY has agreed to contract directly with a bench of consultants, which
4 the AUTHORITY has retained, to perform Step Two detailed service planning for the BUS/SHUTTLE
5 PROPOSALS; and

6 **WHEREAS**, this Cooperative Agreement (hereinafter referred to as "AGREEMENT") defines
7 the specific terms, conditions, and roles and responsibilities between the AUTHORITY and CITY only
8 as they may relate to the evaluation of the BUS/SHUTTLE PROPOSALS for Step Two of the
9 AUTHORITY'S Go Local Program and no other purpose; and

10 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
11 follows:

12 **ARTICLE 1. COMPLETE AGREEMENT**

13 AGREEMENT, including any exhibits and documents incorporated herein and made applicable
14 by reference, constitutes the complete and exclusive statement of the terms and conditions of the
15 Agreement between AUTHORITY and CITY concerning the BUS/SHUTTLE PROPOSALS and
16 supersedes all prior representations, understandings, and communications between the parties. The
17 above-referenced Recitals are true and correct and are incorporated by reference herein.

18 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

19 AUTHORITY agrees to the following responsibilities for the BUS/SHUTTLE PROPOSALS:

20 A. Procure and manage consultant of the AUTHORITY to work directly with the CITY to
21 develop comprehensive service plans for the BUS/SHUTTLE PROPOSALS to include an analysis of
22 Passenger Demands and Needs, Route Segment Performance; System Performance; Analysis of
23 Impacts to Existing Fixed Route Service, including transit centers and transfer points; Compliance with
24 American Disabilities Act (ADA) and Impacts to Paratransit Service; Boardings/Revenue Vehicle Hour
25 and Passenger Loads; Market Research and Segmentation Analysis; and Resource Requirements and
26 Financial Parameters, including fare type and farebox recovery estimate, operating and capital costs

1 and service cost-benefit analysis (hereinafter, referred to as "SERVICE PLANNING ACTIVITIES"); and

2 B. Participate in service planning team meetings with CITY and consultant for
3 BUS/SHUTTLE PROPOSALS and provide AUTHORITY-generated transit planning data and transit
4 planning support where AUTHORITY deems necessary; and

5 C. Receive and evaluate final Go Local Step Two Reports summarizing SERVICE
6 PLANNING ACTIVITIES and funding plans for the CITY's BUS/SHUTTLE PROPOSALS upon approval
7 by a CITY Council resolution and in anticipation of CITY's request to advance the BUS/SHUTTLE
8 PROPOSALS to Step Three of the Go Local Program; and

9 D. Invoice CITY on a quarterly basis for proportionate share, ten percent (10%), of actual
10 SERVICE PLANNING ACTIVITIES cost, which shall not exceed One Hundred Thousand Dollars
11 (\$100,000), for each of the CITY's BUS/SHUTTLE PROPOSALS; and

12 E. AUTHORITY does not guarantee that the BUS/SHUTTLE PROPOSALS will be selected
13 to advance to Step Three of the Go Local Program; and

14 F. AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,
15 employees, and agents from and against any and all claims (including attorney's fees and reasonable
16 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
17 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by
18 AUTHORITY, its officers, directors, employees, or agents in connection with or arising out of the
19 performance of this Agreement.

20 **ARTICLE 3. RESPONSIBILITIES OF CITY**

21 CITY agrees to the following responsibilities for the BUS/SHUTTLE PROPOSALS:

22 A. Work collaboratively with the AUTHORITY's consultant to perform the SERVICE
23 PLANNING ACTIVITIES for the BUS/SHUTTLE PROPOSALS; and

24 B. Supply all requested data, reports and plans to support service planning of
25 BUS/SHUTTLE PROPOSALS in a timely manner; and

26 /

1 C. Participate in service planning team meetings for BUS/SHUTTLE PROPOSALS with
2 AUTHORITY and consultant; and

3 D. Participate in the development of a comprehensive service planning report, which will be
4 led by the consultant, for the BUS/SHUTTLE PROPOSALS that addresses all the SERVICE
5 PLANNING ACTIVITIES and is accompanied by a CITY Council resolution indicating support and
6 approving the final service planning report and funding plan for the BUS/SHUTTLE PROPOSALS; and

7 E. Provide eligible local matching funds, excluding in-kind sources, for CITY's proportionate
8 share (ten percent (10%) of actual SERVICE PLANNING ACTIVITIES cost, up to One Hundred
9 Thousand Dollars (\$100,000), for each of the BUS/SHUTTLE PROPOSALS); and

10 F. Pay AUTHORITY, on a quarterly basis, within 30 days of receipt of invoice for CITY's
11 proportionate share (ten percent (10%) of actual SERVICE PLANNING ACTIVITIES cost, up to One
12 Hundred Thousand Dollars (\$100,000), for each of the BUS/SHUTTLE PROPOSALS); and

13 G. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
14 employees, and agents from and against any and all claims (including attorney's fees and reasonable
15 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
16 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its
17 officers, directors, employees, or agents in connection with or arising out of the performance of this
18 Agreement.

19 **ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

20 All parties agree to the following mutual responsibilities regarding BUS/SHUTTLE
21 PROPOSALS:

22 A. This Agreement shall continue in full force and effect through acceptance of final service
23 planning report for the BUS/SHUTTLE PROPOSALS or 18 months from effective date of this
24 Agreement, whichever is sooner. This Agreement may only be extended upon written mutual
25 agreement by both parties.

26 /

1 B. This Agreement may be amended in writing at any time by the mutual consent of both
2 parties. No amendment shall have any force or effect unless executed in writing by both parties.

3 C. The persons executing this Agreement on behalf of the parties hereto warrant that they
4 are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this
5 Agreement, the parties hereto are formally bound to the provisions of this Agreement.

6 D. All notices hereunder and communications regarding the interpretation of the terms of
7 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
8 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

9 To CITY:

10 Public Works Department

11 City of Mission Viejo

12 200 Civic Center

13 Mission Viejo, CA 92691

14 Attention: Mark Chagnon

15 Director of Public Works

16 Telephone: 949-470-3056

17 e-mail: mchagnon@cityofmissionviejo.org

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Jennifer Bergener

Manager, Local Initiatives

Telephone: (714) 560-5462

e-mail: Jbergener@octa.net

19
20 E. The headings of all sections of this Agreement are inserted solely for the convenience of
21 reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation
22 of any terms or provision thereof.

23 F. The provision of this Agreement shall bind and insure to the benefit of each of the
24 parties hereto and all successors or assigns of the parties hereto.

25 G. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void
26 or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this

1 Agreement shall not be affected thereby, and each term, provision, covenant or condition of this
2 Agreement shall be valid and enforceable to the fullest extent permitted by law.

3 H. This Agreement may be executed and delivered in any number of counterparts, each of
4 which, when executed and delivered shall be deemed an original and all of which together shall
5 constitute the same agreement. Facsimile signatures will be permitted.

6 I. Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority
7 hereunder may be assigned in whole or in part by either Party without the prior written consent of the
8 other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent
9 to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any
10 right to consent to such subsequent assignment.

11 J. Either party shall be excused from performing its obligations under this Agreement
12 during the time and to the extent that it is prevented from performing by an unforeseeable cause
13 beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering
14 of material, products, plants or facilities by the federal, state or local government, national fuel shortage,
15 or a material act or omission by the other party, when satisfactory evidence of such cause is presented
16 to the other party, and provided further that such nonperformance is unforeseeable, beyond the control
17 and is not due to the fault or negligence of the party not performing.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0467 to be executed on the date first above written.

CITY OF MISSION VIEJO

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Frank Ury
Mayor

James S. Kenan
Interim Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

By: _____

By: _____

Karen Hamman
City Clerk

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____

By: _____

William Curley
City Attorney

Darrell Johnson
Executive Director, Rail Programs

Dated: _____

Dated: _____

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COOPERATIVE AGREEMENT NO. C-9-0428

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF WESTMINSTER

FOR

GO LOCAL BUS/SHUTTLE SERVICE PLANNING

THIS AGREEMENT is effective on this _____ day of _____ 2009, 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 the City of Westminster, 8200 Westminster Blvd, Westminster, CA 92683, a municipal corporation duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

RECITALS:

WHEREAS, the AUTHORITY's Go Local Program is a four-step program to plan and implement city-initiated transit extensions to the Metrolink commuter rail line in Orange County; and

WHEREAS, AUTHORITY and CITY, acting as the lead agency on behalf of the Cities of Fountain Valley, Huntington Beach and Stanton, wish to work as partners to further develop a community-based transit vision that increases the use of Metrolink by residents, visitors and employees; and

WHEREAS, the AUTHORITY's Board of Directors directed that Step One mixed-flow bus/shuttle proposals that met the Go Local evaluation criteria would be advanced to Step Two to undergo detailed service planning; and

WHEREAS, the AUTHORITY's Board of Directors, on October 27, 2008 approved the bus/shuttle proposals submitted June 2008 by the CITY to advance to Step Two for further study entitled (1) "Bolsa Chica Inter-County Express" (2) "North South Commuter Express" (3) "Fountain

1 Valley Express” and (4) “Little Saigon/Fountain Valley/Huntington Beach Express” (hereinafter referred
2 to as “BUS/SHUTTLE PROPOSALS”) ; and

3 **WHEREAS**, the AUTHORITY will evaluate bus/shuttle proposals that undergo Step Two
4 detailed service planning for Step Three implementation; and

5 **WHEREAS**, the AUTHORITY has agreed to contract directly with a bench of consultants, which
6 the AUTHORITY has retained, to perform Step Two detailed service planning for the BUS/SHUTTLE
7 PROPOSALS; and

8 **WHEREAS**, this Cooperative Agreement (hereinafter referred to as “AGREEMENT”) defines
9 the specific terms, conditions, and roles and responsibilities between the AUTHORITY and CITY only
10 as they may relate to the evaluation of the BUS/SHUTTLE PROPOSALS for Step Two of the
11 AUTHORITY’S Go Local Program and no other purpose; and

12 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
13 follows:

14 **ARTICLE 1. COMPLETE AGREEMENT**

15 AGREEMENT, including any exhibits and documents incorporated herein and made applicable
16 by reference, constitutes the complete and exclusive statement of the terms and conditions of the
17 Agreement between AUTHORITY and CITY concerning the BUS/SHUTTLE PROPOSALS and
18 supersedes all prior representations, understandings, and communications between the parties. The
19 above-referenced Recitals are true and correct and are incorporated by reference herein.

20 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

21 AUTHORITY agrees to the following responsibilities for the BUS/SHUTTLE PROPOSALS:

22 A. Procure and manage consultant of the AUTHORITY to work directly with the CITY to
23 develop comprehensive service plans for the BUS/SHUTTLE PROPOSALS to include an analysis of
24 Passenger Demands and Needs, Route Segment Performance; System Performance; Analysis of
25 Impacts to Existing Fixed Route Service, including transit centers and transfer points; Compliance with
26 American Disabilities Act (ADA) and Impacts to Paratransit Service; Boardings/Revenue Vehicle Hour

1 and Passenger Loads; Market Research and Segmentation Analysis; and Resource Requirements and
2 Financial Parameters, including fare type and farebox recovery estimate, operating and capital costs
3 and service cost-benefit analysis (hereinafter, referred to as "SERVICE PLANNING ACTIVITIES"); and

4 B. Participate in service planning team meetings with CITY and consultant for
5 BUS/SHUTTLE PROPOSALS and provide AUTHORITY-generated transit planning data and transit
6 planning support where AUTHORITY deems necessary; and

7 C. Receive and evaluate final Go Local Step Two Reports summarizing SERVICE
8 PLANNING ACTIVITIES and funding plans for the CITY's BUS/SHUTTLE PROPOSALS upon approval
9 by a CITY Council resolution and in anticipation of CITY's request to advance the BUS/SHUTTLE
10 PROPOSALS to Step Three of the Go Local Program; and

11 D. Invoice CITY on a quarterly basis for proportionate share, ten percent (10%), of actual
12 SERVICE PLANNING ACTIVITIES cost for each of the CITY's BUS/SHUTTLE PROPOSALS; and

13 E. AUTHORITY does not guarantee that the BUS/SHUTTLE PROPOSALS will be selected
14 to advance to Step Three of the Go Local Program; and

15 F. AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,
16 employees, and agents from and against any and all claims (including attorney's fees and reasonable
17 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
18 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by
19 AUTHORITY, its officers, directors, employees, or agents in connection with or arising out of the
20 performance of this Agreement.

21 **ARTICLE 3. RESPONSIBILITIES OF CITY**

22 CITY agrees to the following responsibilities for the BUS/SHUTTLE PROPOSALS:

23 A. Work collaboratively with the AUTHORITY's consultant to perform the SERVICE
24 PLANNING ACTIVITIES for the BUS/SHUTTLE PROPOSALS; and

25 B. Supply all requested data, reports and plans to support service planning of
26 BUS/SHUTTLE PROPOSALS in a timely manner; and

1 C. Participate in service planning team meetings for BUS/SHUTTLE PROPOSALS with
2 AUTHORITY and consultant; and

3 D. Participate in the development of a comprehensive service planning report, which will be
4 led by the consultant, for the BUS/SHUTTLE PROPOSALS that addresses all the SERVICE
5 PLANNING ACTIVITIES and is accompanied by a CITY Council resolution indicating support and
6 approving the final service planning report and funding plan for the BUS/SHUTTLE PROPOSALS; and

7 E. Provide eligible local matching funds, excluding in-kind sources, for CITY's proportionate
8 share (ten percent (10%) of actual SERVICE PLANNING ACTIVITIES cost for each of the
9 BUS/SHUTTLE PROPOSALS); and

10 F. Pay AUTHORITY, on a quarterly basis, within 30 days of receipt of invoice for CITY's
11 proportionate share (ten percent (10%) of actual SERVICE PLANNING ACTIVITIES cost for each of
12 the BUS/SHUTTLE PROPOSALS); and

13 G. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
14 employees, and agents from and against any and all claims (including attorney's fees and reasonable
15 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
16 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its
17 officers, directors, employees, or agents in connection with or arising out of the performance of this
18 Agreement.

19 **ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

20 All parties agree to the following mutual responsibilities regarding BUS/SHUTTLE
21 PROPOSALS:

22 A. This Agreement shall continue in full force and effect through acceptance of final service
23 planning report for the BUS/SHUTTLE PROPOSALS or 18 months from effective date of this
24 Agreement, whichever is sooner. This Agreement may only be extended upon written mutual
25 agreement by both parties.

26 /

1 B. This Agreement may be amended in writing at any time by the mutual consent of both
2 parties. No amendment shall have any force or effect unless executed in writing by both parties.

3 C. The persons executing this Agreement on behalf of the parties hereto warrant that they
4 are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this
5 Agreement, the parties hereto are formally bound to the provisions of this Agreement.

6 D. All notices hereunder and communications regarding the interpretation of the terms of
7 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
8 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

9 To CITY:

10 Public Works Department

11 City of Westminster

12 8200 Westminster Blvd

13 Westminster, CA 92683

14 Attention: Adolfo Ozaeta

15 Project Manager

16 Telephone: (714) 898-3311, ext. 229

17 e-mail: aozaeta@westminster.ca.gov

 To AUTHORITY:

 Orange County Transportation Authority

 550 South Main Street

 P. O. Box 14184

 Orange, CA 92863-1584

 Attention: Jennifer Bergener

 Manager, Local Initiatives

 Telephone: (714) 560-5462

 e-mail: Jbergener@octa.net

18
19 E. The headings of all sections of this Agreement are inserted solely for the convenience of
20 reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation
21 of any terms or provision thereof.

22 F. The provision of this Agreement shall bind and insure to the benefit of each of the
23 parties hereto and all successors or assigns of the parties hereto.

24 G. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void
25 or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this
26 Agreement shall not be affected thereby, and each term, provision, covenant or condition of this

1 Agreement shall be valid and enforceable to the fullest extent permitted by law.

2 H. This Agreement may be executed and delivered in any number of counterparts, each of
3 which, when executed and delivered shall be deemed an original and all of which together shall
4 constitute the same agreement. Facsimile signatures will be permitted.

5 I. Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority
6 hereunder may be assigned in whole or in part by either Party without the prior written consent of the
7 other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent
8 to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any
9 right to consent to such subsequent assignment.

10 J. Either party shall be excused from performing its obligations under this Agreement
11 during the time and to the extent that it is prevented from performing by an unforeseeable cause
12 beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering
13 of material, products, plants or facilities by the federal, state or local government, national fuel shortage,
14 or a material act or omission by the other party, when satisfactory evidence of such cause is presented
15 to the other party, and provided further that such nonperformance is unforeseeable, beyond the control
16 and is not due to the fault or negligence of the party not performing.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0428 to be executed on the date first above written.

CITY OF WESTMINSTER

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Margie L. Rice
Mayor

James S. Kenan
Interim Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

By: _____

By: _____

Marian Contreras
City Clerk

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____

By: _____

City Attorney

Darrell Johnson
Executive Director, Rail Programs

Dated: _____

Dated: _____

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BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board ^{WK}
Subject: Cooperative Agreement with the Southern California Regional Rail Authority to Implement the Commuter Rail Grade Crossing Monitor Program

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0429 between the Orange County Transportation Authority and the Southern California Regional Rail Authority to define each party's roles and responsibilities and to fund rail grade crossing monitors, in an amount not to exceed \$273,100, to upgrade and/or install monitoring equipment at Orange County rail grade crossings.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Cooperative Agreement with the Southern California Regional Rail Authority to Implement the Commuter Rail Grade Crossing Monitor Program

Overview

The Orange County Transportation Authority Board of Directors programmed Proposition 1B California Transit Security Grant Program funds to upgrade and/or install monitoring equipment at Orange County rail grade crossings throughout the County. The Southern California Regional Rail Authority will implement the project consistent with existing operating management arrangements. A cooperative agreement is needed to outline roles and responsibilities related to funding and implementation of this project.

Recommendation

Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0429 between the Orange County Transportation Authority and the Southern California Regional Rail Authority to define each party's roles and responsibilities and to fund rail grade crossing monitors, in an amount not to exceed \$273,100, to upgrade and/or install monitoring equipment at Orange County rail grade crossings.

Discussion

In May 2008, the Orange County Transportation Authority (Authority) Board of Directors (Board) approved a candidate list of projects to be funded by the Proposition 1B California Transit Security Grant Program (CTSGP). Of the \$3.52 million CTSGP funds secured by the Authority, \$273,100 was programmed for the commuter rail grade crossing monitor program (Program).

The Southern California Regional Rail Authority (SCRRA) is overseeing the installation of rail grade crossing monitoring equipment on member agency-owned railroad right-of-way, on which Metrolink operates the commuter rail service.

In July 2005, the SCRRA Board of Directors awarded a contract to implement Phase Two of the signal and communications monitoring system. Phase One for this project involved installing 160 systemwide rail grade crossing monitors, and in Phase Two 76 additional monitors were installed. The Orange County portion of this Program, funded with CTSGP funds, is proposed to be implemented under the remaining option of the contract as Phase Three.

The Program will install rail grade crossing monitors at five crossings in south Orange County and update monitoring capabilities at 37 rail grade crossings at various locations throughout Orange County.

The objectives of the Program are to:

- Enhance the protection of critical infrastructure and key resources
- Provide transportation security to mass transit
- Improve catastrophic incident recovery
- Boost regional response capabilities for terrorism and multi-hazard events

The grade crossing monitoring system automatically monitors the health and performance of rail grade crossing equipment and provides immediate notification to frontline personnel in the event of damage or malfunction, reducing the response-recovery time and the risk of rail-motor vehicle collisions. Data collected from the monitors allows the analysis of information that improves the safety and security performance of the Metrolink system. This Program will fill a gap in current security capabilities and leverage prior investments by completing the regional rail monitoring network and ensuring its integrity and performance as a reliable system.

A cooperative agreement is necessary to identify roles and responsibilities for the funding and implementation of this project, Attachment A. The CTSGP grant funds include special provisions including semi-annual performance reports submitted to the U.S. Department of Homeland Security and are called out in the agreement.

Fiscal Impact

The project is included in the Authority's Proposed Fiscal Year 2009-10 Budget, Rail Programs Division, Account 0093-7831-D4818-SWT and is fully funded through the Proposition 1B California Transit Security Grant Program.

Summary

Staff is seeking Board of Directors' authorization to execute Cooperative Agreement No. C-9-0429 with SCRRA, in an amount not to exceed \$273,100, to implement the commuter rail grade crossing monitor program in Orange County.

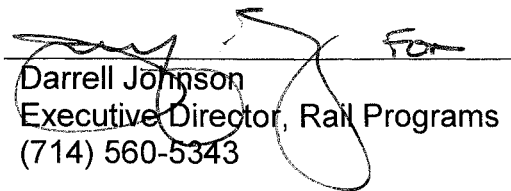
Attachment

- A. Cooperative Agreement No. C-9-0429 Between Orange County Transportation Authority and Southern California Regional Rail Authority for Grant Use for Orange County Grade Crossing Monitors

Prepared by:


Megan Taylor
Transportation Analyst
(714) 560-5601

Approved by:


Darrell Johnson
Executive Director, Rail Programs
(714) 560-5343


Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

COOPERATIVE AGREEMENT NO. C-9-0429

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

GRANT USE FOR ORANGE COUNTY GRADE CROSSING MONITORS

THIS AGREEMENT, is effective as of this ___day of _____, 2009, 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 the Southern California Regional Rail Authority, 700 South Flower Street, Suite 2600, Los Angeles, CA, a joint powers authority (hereinafter referred to as "SCRRA").

RECITALS:

WHEREAS, AUTHORITY and SCRRA have established commuter rail service (Metrolink) within and through the Counties of Orange, Los Angeles, Riverside, San Bernardino, Ventura, and Northern San Diego; and

WHEREAS, AUTHORITY is the applicant and recipient of Two Hundred and Seventy Three Thousand, One Hundred Dollars (\$273,100) in Proposition 1B California Transit Security Grant Program (CTSGP) funds; and

WHEREAS, AUTHORITY's Board of Directors, on June 9, 2008, approved use of these funds to install rail grade crossing monitors at five crossings in South Orange County on the Metrolink Orange County Line and update monitoring capabilities at 37 crossings throughout Orange County; and

WHEREAS, AUTHORITY and SCRRA agree that SCRRA shall procure services to upgrade and/or install monitoring equipment at rail crossings in Orange County, consistent with the June 9, 2008 action, with the purpose to provide notification in the event of damage or malfunction (hereinafter referred to as "PROJECT"); and

1 **WHEREAS**, this Cooperative Agreement (hereinafter referred to as "AGREEMENT") defines
2 the specific terms, conditions, and roles and responsibilities between AUTHORITY and SCRRA only as
3 they may relate to PROJECT and no other purpose; and

4 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and SCRRA as
5 follows:

6 **ARTICLE 1. COMPLETE AGREEMENT**

7 AGREEMENT, including any exhibits and documents incorporated herein and made applicable
8 by reference, constitutes the complete and exclusive statement of the terms and conditions of the
9 Agreement between AUTHORITY and SCRRA concerning the PROJECT and supersedes all prior
10 representations, understandings, and communications between the parties. The above-referenced
11 Recitals are true and correct and are incorporated by reference herein.

12 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

13 AUTHORITY agrees to the following responsibilities for the PROJECT:

14 A. To act as grantee for the CTSGP funds and to secure reimbursement of the grant funds
15 expended by SCRRA to complete the PROJECT.

16 B. To reimburse SCRRA in an amount not-to-exceed Two Hundred and Seventy Three
17 Thousand, One Hundred Dollars (\$273,100) for actual costs for the PROJECT, not including indirect
18 costs incurred.

19 C. To pay SCRRA within 30 calendar days of receipt of an acceptable invoice for costs of
20 PROJECT.

21 D. To work with SCRRA, other public agencies, and SCRRA's consultants and
22 contractors to ensure satisfactory and timely completion of PROJECT.

23 E. To indemnify, defend and hold harmless SCRRA, its officers, directors, employees, and
24 agents from and against any and all claims (including attorney's fees and reasonable expenses for
25 litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of
26 use of property caused by the negligent acts, omissions, or willful misconduct by AUTHORITY, its

1 officers, directors, employees, or agents in connection with or arising out of the performance of this
2 Agreement.

3 **ARTICLE 3. RESPONSIBILITIES OF SCRRA**

4 SCRRA agrees to the following responsibilities for the PROJECT:

5 A. To act as the lead agency for the PROJECT.

6 B. To procure and manage services for the PROJECT.

7 D. To include AUTHORITY as an indemnified party in all contracts entered into by SCRRA
8 for the PROJECT.

9 E. To provide oversight of all aspects of the PROJECT.

10 F. To invoice AUTHORITY for costs associated with the PROJECT on a monthly basis (as
11 work is performed) and to submit three (3) copies of each invoice to AUTHORITY'S Accounts Payable
12 Department and one (1) copy to AUTHORITY'S Grant Funding Specialist. Each SCRRA invoice shall
13 include the following information:

14 1. Agreement Number 9-0429;

15 2. The time period covered by the invoice;

16 3. Monthly Progress Report, which includes a detailed description of services performed
17 during the month;

18 4. Total monthly invoice amount; and

19 5. Such other information as requested by AUTHORITY.

20 G. If SCRRA contracts for any services associated with the PROJECT, then SCRRA shall
21 be responsible for payment to consultants and/or contractors for services rendered and then seek
22 reimbursement from AUTHORITY as part of this Agreement. SCRRA shall be responsible for
23 reviewing consultant and/or contractor invoices for accuracy, reasonableness, terms, and
24 completeness.

25 H. To work with AUTHORITY, other public agencies, and SCRRA's consultants and
26 contractors to ensure satisfactory and timely completion of PROJECT.

1 I. To prepare and submit semi-annual performance reports to AUTHORITY no later than
2 May 30th and November 30th for the duration of the project performance period, or until all activities are
3 completed and the PROJECT is formally closed. AUTHORITY will then forward the reports to the
4 Office of Homeland Security (OHS) in time for the OHS end-of-month deadline. The semi-annual
5 reporting cycle will start with the December 2009 reporting cycles, and must be submitted on or before
6 November 30, 2009. Failure to submit performance reports could result in the reduction of PROJECT
7 funds, termination, or suspension.

8 J. To provide AUTHORITY with a report on the final cost of PROJECT as compared to the
9 approved budget, PROJECT duration as compared to the original schedule as of the date of allocation,
10 and performance outcomes derived from PROJECT compared to those described in the original
11 application for funding, within five (5) months of PROJECT becoming operable.

12 K. To follow all policies and provisions as forth by OHS with regard to the CTSGP and all
13 applicable laws regarding public works projects, including but not limited to, contract bid procedures and
14 the payment of prevailing wages.

15 L. To expend all funds allocated under this grant by March 31, 2011. Funds remaining
16 unexpended thereafter shall revert to OHS or the Office of Emergency Services, as applicable.

17 M. To indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees,
18 and agents from and against any and all claims (including attorney's fees and reasonable expenses for
19 litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of
20 use of property caused by the negligent acts, omissions, or willful misconduct by SCRRA, its officers,
21 directors, employees, or agents in connection with or arising out of the performance of this Agreement.

22 **ARTICLE 4. MAXIMUM OBLIGATION**

23 Notwithstanding any provisions of this AGREEMENT to the contrary, AUTHORITY and SCRRA
24 mutually agree that AUTHORITY'S maximum cumulative payment obligation hereunder shall be Two
25 Hundred and Seventy Three Thousand, One Hundred Dollars (\$273,100).

26 /

1 **ARTICLE 5. AUDIT AND INSPECTION**

2 SCRRA shall maintain a complete set of records in accordance with generally accepted
3 accounting principles. The original records shall be maintained within the SCRRA limits. Upon
4 reasonable notice, SCRRA shall permit the authorized representatives of the AUTHORITY to inspect
5 and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a
6 period of not less than four (4) years after final payment, or until any on-going audit is completed
7 whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date
8 of AUTHORITY's payment for SCRRA's final billing (so noted on the invoice) under this Agreement.
9 AUTHORITY shall also have the right to copy any documents related to this Agreement by whatever
10 means necessary.

11 **ARTICLE 6. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

12 All parties agree to the following mutual responsibilities regarding the PROJECT:

13 A. This AGREEMENT shall commence upon execution by both parties, and shall continue
14 in full force and effect until PROJECT construction activities and final inspection are complete, final
15 invoices have been paid by AUTHORITY, and final audits of the PROJECT are completed or as
16 terminated as provided elsewhere in this AGREEMENT.

17 B. This Agreement may be amended in writing at any time by the mutual consent of both
18 parties. No amendment shall have any force or effect unless executed in writing by both parties.

19 C. The persons executing this Agreement on behalf of the parties hereto warrant that they
20 are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this
21 Agreement, the parties hereto are formally bound to the provisions of this Agreement.

22 D. All notices hereunder and communications regarding the interpretation of the terms of
23 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
24 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

25 /

26 /

To SCRRA:	To AUTHORITY:
Southern California Regional Rail Authority	Orange County Transportation Authority
700 South Flower Street Suite 2600 Los Angeles, CA 90017	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Joanna Capelle Grants & Strategic Development Manager	Attention: Jennifer Bergener Manager, Local Initiatives
Tel: (213) 452-0209; Fax: (213) 452-0421	Tel: (714) 560-5462; Fax: (714) 560 -5734
Email: capellej@scrra.net	Email: Jbergener@octa.net

E. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provision thereof.

F. The provision of this Agreement shall bind and insure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

G. 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. 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. 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.

J. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 9-0429 to be executed on the date first above written.

SOUTHERN CALIFORNIA REGIONAL ORANGE COUNTY TRANSPORTATION
RAIL AUTHORITY AUTHORITY

By: _____ By: _____

David Solow
Chief Executive Officer

James S. Kenan
Interim Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____ By: _____

Robert E. Kalunian, Acting
Los Angeles County Counsel

Kennard R. Smart, Jr.
General Counsel

Dated: _____

APPROVAL RECOMMENDED:

By: _____

By: _____

Deputy, SCRRA Counsel

Darrell Johnson
Executive Director, Rail Programs

Dated: _____

Dated: _____



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Memorandum of Understanding with the City of San Juan Capistrano to Support and Develop Railroad-Related Improvements

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendation

Authorize the Interim Chief Executive Officer to enter into a memorandum of understanding with the City of San Juan Capistrano to define roles and responsibilities related to the conversion of the Rancho Capistrano at-grade rail-highway grade crossing from a private to public at-grade rail-highway grade crossing.



June 11, 2009

To: Transit Committee

From: ~~JK~~ James S. Kenan, Interim Chief Executive Officer

Subject: Memorandum of Understanding with the City of San Juan Capistrano to Support and Develop Railroad-Related Improvements

Overview

In partnership with a developer, the City of San Juan Capistrano is seeking to convert the Rancho Capistrano at-grade rail-highway grade crossing from a private to public at-grade rail-highway grade crossing to provide primary access to a large area of open space, a church facility, several sports fields, and a proposed assisted living center. Since the Orange County Transportation Authority is the owner of the right-of-way, the City of San Juan Capistrano is seeking the Orange County Transportation Authority's consent and support in submitting the appropriate application to the Southern California Regional Rail Authority and the California Public Utilities Commission.

Recommendation

Authorize the Interim Chief Executive Officer to enter into a memorandum of understanding with the City of San Juan Capistrano to define roles and responsibilities related to the conversion of the Rancho Capistrano at-grade rail-highway grade crossing from a private to public at-grade rail-highway grade crossing.

Background

The City of San Juan Capistrano (City) recently passed a local bond measure to provide for open space acquisition and preservation. The City, in partnership with a developer, is seeking to acquire over 100 acres of land currently owned by the Robert H. Schuller Televangelism Association, Inc., (Schuller). The City and developer are proposing to develop an assisted living facility on the property but will dedicate most of the area for open space.

Memorandum of Understanding with the City of San Juan Capistrano to Support and Develop Railroad-Related Improvements **Page 2**

The City is proposing to convert the Rancho Capistrano at-grade rail-highway grade crossing (grade crossing) from a private to public grade crossing to serve as the primary access point to the property. As the private owner, Schuller has an existing license agreement and permission to enter upon and cross the Orange County Transportation Authority's (Authority) railroad right-of-way at this grade crossing. The City needs the Authority's support for conversion of the grade crossing. Separately, the Authority is proposing to double track the railroad in this area to accommodate the future expansion of rail service on the corridor.

Discussion

The California Public Utilities Commission (CPUC) must approve any application for a new public grade crossing. The CPUC considers private grade crossing conversions as new applications. Consequently, to successfully convert this grade crossing, a formal application must be prepared by the City and submitted to the Southern California Regional Rail Authority (SCRRA) and CPUC. As the SCRRA member agency, in whose jurisdiction the grade crossing is located, and the owner of the railroad right-of-way, the Authority must consent to the City's application submittal.

Current SCRRA and CPUC policy discourages parties from constructing new public grade crossings; however, in this instance converting this private grade crossing has several benefits. Without this grade crossing, the current Schuller parcel would be landlocked and the proposed development and acquisition of over 100 acres of open space would likely not proceed. As part of the City's agreement with the developer, the developer will pay for all of the proposed safety improvements at the grade crossing. If the application is approved, this private grade crossing will be brought into conformance with new SCRRA design standards for public grade crossings and will result in a safer grade crossing for vehicles and pedestrians than currently exists. Additionally, the City will agree to support the Authority's proposed plan to extend the second main track project from the Laguna Niguel/Mission Viejo Station to the La Zanja rail at-grade crossing.

Summary

The City proposes to convert the existing private Rancho Capistrano grade crossing to a public grade crossing to ensure public access to a proposed development, a church facility, sports fields, and over 100 acres of open space. Staff is seeking the Board of Directors' authorization to enter into a memorandum of understanding with the City to demonstrate to the City and the

Memorandum of Understanding with the City of San Juan Capistrano to Support and Develop Railroad-Related Improvements **Page 3**

developer the Authority's concurrence with the grade crossing conversion and ensure the City will support the Authority's double track project in the area.

Attachment

- A. Memorandum of Understanding Between the Orange County Transportation Authority and City of San Juan Capistrano to Support and Develop Railroad-Related Improvements

Prepared by:



Dinah Minter
Manager, Metrolink Expansion
(714) 560-5740

Approved by:



Darrell Johnson
Executive Director, Rail Programs
(714) 560-5343

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF SAN JUAN CAPISTRANO
TO
SUPPORT AND DEVELOP RAILROAD-RELATED IMPROVEMENTS**

The following Memorandum of Understanding ("MOU") is entered into and made effective on _____, 2009, by and between the City of San Juan Capistrano ("CITY") and the Orange County Transportation Authority ("AUTHORITY") with regard to the following matters:

RECITALS:

WHEREAS, the Los Angeles to San Diego Rail Corridor ("CORRIDOR") is an established passenger rail corridor, and will see increases in passenger rail traffic in the future; and

WHEREAS, the private at-grade crossing located on AUTHORITY's railroad right of way at railroad milepost 194.34 ("Private Crossing") is being used by the public to access recreational fields; and

WHEREAS, the CITY seeks to convert the existing Private Crossing to a public at-grade crossing ("Public Crossing") on the AUTHORITY's railroad right of way at railroad milepost 194.34 ("Milepost 194.34"); and

WHEREAS, the conversion of the Private Crossing to a Public Crossing is a public process that is not controlled by the CITY or AUTHORITY, but by the Southern California Regional Rail Authority (SCRRA) and California Public Utilities Commission (CPUC); and

WHEREAS, Robert H. Schuller Televangelism Association, Inc. a California nonprofit corporation has a license and permission to enter upon and cross AUTHORITY's railroad right of way and track or tracks at Milepost 194.34; and

WHEREAS, in the event of termination of this license, AUTHORITY may remove said crossing and return the right of way to its original condition at the licensee's cost; and

WHEREAS, the AUTHORITY recognizes the CITY'S need to establish a public railroad grade crossing to accommodate future developments on the Site; and

WHEREAS, the CITY recognizes the AUTHORITY'S need for the extension of the second main track currently ending at Milepost 194 to La Zanja Street at Milepost 196.75 ("Second Main Track") to improve reliability and efficiency of providing passenger rail service on the CORRIDOR within the CITY, and is supportive of this proposal; and

WHEREAS, if the Public Crossing is approved, the parties will enter into a future cooperative agreement to further define roles and responsibilities with respect to construction and maintenance responsibilities ("Construction and Maintenance Agreement");

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

This MOU, 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 CITY and it 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 term(s) or condition(s).

ARTICLE 2. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to be responsible for the following:

a. AUTHORITY agrees to support the CITY efforts to convert the Private Crossing to a Public Crossing at Milepost 194.34 in accordance with all applicable Federal, State and Local laws, statutes and ordinances and all lawful orders, rules and regulations.

b. AUTHORITY will work with the CITY and the Southern California Regional Rail Authority ("SCRRA") to process the Public Crossing application and submission to the California Public Utility Commission ("CPUC").

c. AUTHORITY will review the CITY's application for the Public Crossing and provide comments to the CITY in a reasonable and timely manner.

d. AUTHORITY will provide all of its record plans and survey data of AUTHORITY infrastructure that may assist in preparation of the application for the Public Crossing.

e. AUTHORITY will coordinate and facilitate negotiations between the CITY and SCRRA for the Construction and Maintenance Agreement for the proposed Public Crossing upon the CPUC approval of the Public Crossing application package.

f. AUTHORITY is responsible for the entire cost of any future efforts for the Second Main Track project if undertaken.

ARTICLE 3. RESPONSIBILITIES OF CITY

CITY agrees to the following:

a. CITY will use its best effort to provide the consent of the developer and owner of the SITE with respect to preparation of the Public Crossing application in accordance with the AUTHORITY, SCRRA, local, state and federal laws, regulations, and requirements.

b. CITY agrees to establish the proposed public street layout in accordance with AUTHORITY, SCRRA, local and state laws, regulations and/or requirements.

c. CITY agrees to bear the entire cost associated with the application for and development of the Private Crossing to a Public Crossing.

d. CITY agrees to support the AUTHORITY's efforts to extend the Second Main Track if implemented by the Authority.

e. CITY agrees to review the Second Main Track plans, crossing plans, and environmental documents, at no cost to AUTHORITY or SCRRA, and issue encroachment permits without payment of fees, as necessary to extend the Second Main Track within the CITY. Reviews and approvals will be completed in a timely manner.

f. CITY agrees to accommodate for the future design of the Second Main Track installation within the development of the crossing improvement plans, including but not limited to approaches, rail-highway warning systems, crossing surfaces,

sidewalks, roadway surfaces, drainage, utility protection and relocation, and railroad/highway signal system modifications when the proposed second track is constructed at the SITE by SCRRRA.

g. CITY agrees to enforce its available rights under utility franchise agreements if public and/or private utilities conflict with the construction of the Second Main Track and Public Crossing.

h. CITY agrees to enter into a C&M Agreement with the operating railroad upon project approval by the CPUC. The C&M Agreement will establish the rights and obligations of each party relating to the construction and maintenance of the subject crossing.

ARTICLE 4. DELEGATED AUTHORITY

The actions required to be taken by CITY in the implementation of this MOU are delegated to its City Manager, or his designee, and the actions required to be taken by AUTHORITY in the implementation for this MOU are delegated to its Chief Executive Officer, or his designee.

ARTICLE 5. AUDIT AND INSPECTION

AUTHORITY and CITY shall maintain a complete set of records, limited to work performed under this MOU, in accordance with generally accepted accounting principles. Upon reasonable notice, AUTHORITY shall permit the authorized representative of the CITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of AUTHORITY for a period of four (4) years after final payment, or until any on-going audit is completed. CITY shall have the right to copy any such books, records and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with AUTHORITY's contractors, including SCRRRA and its contractors. AUTHORITY shall have the right to copy any such books, records and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with CITY's contractors.

ARTICLE 6. INDEMNIFICATION AND INSURANCE

a. 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 MOU, 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.

b. 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 MOU, excepting acts or omissions directed by the AUTHORITY, 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. This indemnity shall survive termination of this MOU.

ARTICLE 7. ADDITIONAL PROVISIONS

The AUTHORITY and CITY agree to the following mutual responsibilities for PROJECT:

a. AUTHORITY and CITY will jointly participate in progress, coordination and diagnostic team meetings as needed to implement the PROJECT.

b. Term of Agreement – All work under this MOU shall be completed no later than December 31, 2012, unless terminated earlier, or extended, by mutual written consent by both Parties.

c. This MOU may only be modified or amended in writing. All modifications, amendments, changes and revisions of this MOU in whole or part, and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by AUTHORITY and the CITY.

d. This MOU shall be governed by and construed with the Federal, State and Local laws. AUTHORITY and CITY warrant that in the performance of this MOU, it shall comply with all applicable Federal, State and Local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under.

e. 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 federal, state or local government; national fuel shortage; or a material act or omission by any party; when satisfactory evidence of such cause is presented to that other party, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

f. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the parties who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are as follows:

To CITY:

Mr. Dave Adams
City Manager
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
E-mail: Dadams@sanjuancapistrano.org
Telephone: (949) 443-6314
Facsimile: (949) 488-3874

To AUTHORITY:

Darrell Johnson
Executive Director Rail Programs
Orange County Transportation Authority
550 South Main Street
P. O. Box 14184
Orange, CA 92863-1584
E-mail: djohnson@octa.net
Telephone: (714) 560-5343
Facsimile: (714) 560-5794

If there are any changes in the above names and/or addresses, the party desiring to make such change shall give a written notice to the other respective party within five (5) days of such change.

/

/

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding No. C-9-0510 to be executed on the date first above written.

CITY OF SAN JUAN CAPISTRANO

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
David Adams
City Manager

By: _____
James S. Kenan
Interim Chief Executive Officer

ATTEST:

APPROVAL RECOMMENDED:

By: _____
Meg Monahan
City Clerk

By: _____
Darrell Johnson
Executive Director Rail Programs

APPROVED AS TO FORM:

Date: _____

By: _____
Tom Clark
Legal Counsel

Date: _____



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Amendment to Design Services Agreement for the Orange Freeway (State Route 57) Northbound Widening Project Between Orangethorpe Avenue and Yorba Linda Boulevard

Highways Committee Meeting of June 15, 2009

Present: Directors Amante, Glaab, Green, Mansoor, Norby, and Pringle
Absent: Directors Cavecche and Dixon

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Authorize the Interim Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-7-0887 with RBF Consulting, in the amount of \$525,027, for additional design services for the northbound widening project on the Orange Freeway (State Route 57) between Orangethorpe Avenue and Yorba Linda Boulevard.



June 15, 2009

To: Highways Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Amendment to Design Services Agreement for the Orange Freeway (State Route 57) Northbound Widening Project Between Orangethorpe Avenue and Yorba Linda Boulevard

Overview

On October 5, 2007, the Orange County Transportation Authority Board of Directors approved Agreement No. C-7-0887 with RBF Consulting for preparation of the final design plans, specifications, and estimate for the northbound widening project on the Orange Freeway (State Route 57) between Orangethorpe Avenue and Yorba Linda Boulevard. At this time, additional services are required by the consultant to incorporate project elements necessary to complete the project.

Recommendation

Authorize the Interim Chief Executive Officer to execute Amendment No. 2 to Agreement No. C-7-0887 with RBF Consulting, in the amount of \$525,027, for additional design services for the northbound widening project on the Orange Freeway (State Route 57) between Orangethorpe Avenue and Yorba Linda Boulevard.

Discussion

During final design, a number of design refinements were developed to reduce the overall cost of the project. Also, the California Department of Transportation (Caltrans) has requested the addition of a few new project elements. The consultant is being requested to provide additional services to include these changes. The cost of these additional services can be accommodated within the original project budget for design services. The consultant's existing contract must be amended to authorize these additional services.

The additional services include the following items:

Environmental Re-Evaluation

A number of design adjustments were incorporated into the project during final design to reduce cost and to adhere to the original project budget. It is now necessary to verify that these design modifications are in keeping with the approved environmental document. Therefore, impacts of the modifications will be re-evaluated and documented in accordance with the California Environmental Quality Act. This activity was not part of the original scope of work.

Survey of Existing Right-of-Way

Caltrans has requested that existing State of California right-of-way limits be surveyed prior to construction activities to confirm the location of its property. This requirement was not part of the original scope of work.

Plans for Temporary Facilities

Caltrans has requested that the final design package contain temporary lighting and ramp metering plans. It is believed that overall project costs can be better controlled by providing these plans for contractor bidding. This requirement was not part of the original scope of work.

Median Barrier Replacement

Caltrans has requested that the existing California Highway Patrol high-occupancy vehicle enforcement area be eliminated and a new permanent concrete barrier constructed on the centerline of the Orange Freeway (State Route 57) from approximately the Nutwood Avenue undercrossing to Yorba Linda Boulevard. Caltrans has agreed to compensate the Orange County Transportation Authority (Authority) for the design and the construction cost of the barrier replacement. Authority staff will amend the project cooperative agreement with Caltrans to reflect the requested work.

Procurement Approach

Authority staff has prepared an independent cost estimate totaling \$553,340 covering all the tasks to be accomplished by this amendment. Authority staff requested a price proposal from RBF Consulting to perform this additional work and negotiated the final price of \$525,027. This price is less than the independent cost estimate and is considered fair and reasonable.

The original agreement, awarded on October 5, 2007, was in the amount of \$6,100,000. Amendment No. 1, in the amount of \$29,518, was issued on April 20, 2009, bringing the contract amount to \$6,129,518. The total contract amount after approval of Amendment No. 2 will be \$6,654,545 (Attachment A).

Fiscal Impact

The additional work described in Amendment No. 2 to Agreement No. C-7-0887 was partially approved in the Authority's Fiscal Year 2008-09 Budget, Development Division, Account 0017-7519-FG102-HGU and is funded through Measure M. Funds have been transferred within Account 0017-7519-FG101-HGT to accommodate the additional requirements.

Summary

Staff recommends approval of Amendment No. 2, in the amount of \$525,027, to Agreement No. C-7-0887 with RBF Consulting for additional design services for the State Route 57 project between Orangethorpe Avenue and Yorba Linda Boulevard.

**Amendment to Design Services Agreement for the
Orange Freeway (State Route 57) Northbound Widening
Project Between Orangethrope Avenue and Yorba Linda
Boulevard**

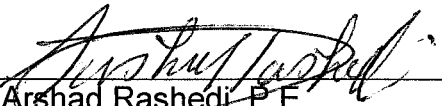
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Attachment

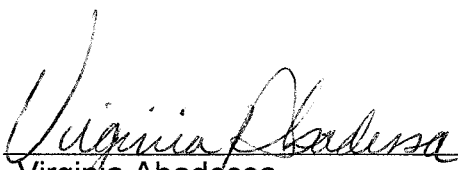
A. Agreement No. C-7-0887 Fact Sheet, RBF Consulting

Prepared by:

Approved by:


Arshad Rashedi, P.E.
Project Manager, Development
714-560-5874


Kia Mortazavi
Executive Director, Development
714-560-5741


Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

Agreement No. C-7-0887 Fact Sheet

RBF Consulting

1. October 5, 2007, Agreement No. C-7-0887, \$6,100,000, approved by Board of Directors.
 - Provide final design and construction support services for the Orange Freeway (State Route 57) project between Orangethorpe Avenue and Yorba Linda Boulevard.
2. April 20, 2009, Amendment No. 1 to Agreement No. C-7-0887, \$29,518, approved by contract administrator.
 - Provide additional services to obtain environmental permits for the construction activities.
3. June 22, 2009, Amendment No. 2 to Agreement No. C-7-0887, \$525,027, pending Board of Directors approval.
 - Provide additional design services for the Orange Freeway (State Route 57) project between Orangethorpe Avenue and Yorba Linda Boulevard.

Total committed to RBF Consulting after approval of Amendment No. 2 to Agreement No. C-7-0887 will be: \$6,654,545.



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
WK
From: Wendy Knowles, Clerk of the Board
Subject: Renewed Measure M Progress Report

Transportation 2020 Committee Meeting of June 15, 2009

Present: Directors Amante, Buffa, Campbell, and Pringle
Absent: Directors Brown, Cavecche, and Dixon

Committee Vote


This item was passed by all Committee Members present.

Committee Recommendation

Receive and file as an information item.



June 15, 2009

To: Transportation 2020 Committee
From:  James S. Kenan, Interim Chief Executive Officer
Subject: Renewed Measure M Progress Report

Overview

Staff has prepared a Renewed Measure M progress report for January 2009 through March 2009 for review by the Orange County Transportation Authority Board of Directors. Despite worsening economic conditions, implementation of Renewed Measure M continues at a fast pace. The report highlights progress on Renewed Measure M projects and programs and is made available to the public via the Orange County Transportation Authority website.

Recommendation

Receive and file as an information item.

Background

Measure M Ordinance No. 3 requires quarterly status reports regarding the major projects detailed in the Renewed Measure M Transportation Investment Plan be filed with Orange County Transportation Authority (OCTA) Board of Directors (Board). All Renewed Measure progress reports are posted online for public review.

Discussion

Voter safeguards are a critical factor for public acceptance of Renewed Measure M (M2). The quarterly report is an opportunity to show progress in implementing the M2 Transportation Investment Plan. In order to be cost-effective and improve the accessibility of information to stakeholders and the public, all M2 progress reports are web-based; however, hard copies are mailed upon request. The report reflects progress being made on Board-approved Early Action Plan (EAP) projects and programs. Each item features a brief paragraph that provides an overview of significant progress for

the time period, with a web link to more information including staff reports and project descriptions (Attachment A).

Highlights of the M2 progress report in this quarter include:

- Completed a project study that identifies options for increasing capacity along the Santa Ana Freeway (Interstate 5) between Avenida Pico and Pacific Coast Highway, through the communities of San Clemente and Dana Point.
- The City of San Juan Capistrano and Federal Highway Administration approved the environmental document for improvements to the Interstate 5 (I-5)/Ortega Highway interchange.
- Continued work on the environmental analysis to add a new northbound lane on the Orange Freeway (State Route 57) between Katella Avenue and Lincoln Avenue in the Anaheim area.
- Advanced work on the environmental document to add a new westbound lane to the Riverside Freeway (State Route 91) between I-5 and State Route 57 in Anaheim.
- Completed final design and secured American Recovery and Reinvestment Act funds for a new eastbound lane on State Route 91 between Foothill-South Toll Road (State Route 241) and the Corona Expressway (State Route 71) in Riverside County.
- Began environmental study to add one or two new lanes each way on the San Diego Freeway (Interstate 405) between the Costa Mesa Freeway (State Route 55) and the San Gabriel Freeway (Interstate 605).
- In late March, the Southern California Regional Rail Authority awarded a construction management contract to support the Metrolink Service Expansion Program and Grade Crossing Safety Enhancements.
- Continued progress with the two Board-approved Go Local fixed-guide way project concepts in Anaheim and Santa Ana and advanced two additional Go Local bus/shuttle proposals from the cities of Aliso Viejo and Fullerton.
- The OCTA Board of Directors approved the Environmental Oversight Committee's recommended draft master agreement and draft planning agreement.

To encourage the public review of the quarterly report online, information will be placed in OCTA's existing "Transportation Update" advertisement that appears approximately every three weeks in the *Orange County Business Journal*, *Orange County Register*, *Excelsior*, *The Korean Daily*, *The Chinese Daily News*, and *Nguoi Viet Daily News*. Staff also will notify all Orange County cities and use other existing communication tools such as project newsletters and Board action updates to notify the public about the online availability of the M2 progress report. Because the public may view both the original Measure M and M2 as one program, the original Measure M annual report also includes an update on the progress of M2.

Summary

As required by Measure M Ordinance No. 3, a quarterly report covering activities from January 2009 through March 2009 is provided to update progress in implementing the M2 Transportation Investment Plan. To facilitate accessibility and transparency of information available to stakeholders and the public, the M2 progress report is presented on the OCTA website.

Attachment

- A. Renewed Measure M (M2) Quarterly Progress Report for January – March 2009

Prepared by:



Dave Simpson
Manager, Local Government Relations
(714) 560-5570

Approved by:



Andrew Oftelie
Acting Director, Program Management
(714) 560-5649

**Renewed Measure M (M2) Quarterly Progress Report
January – March 2009**

The following is a summary of the progress made on the Renewed Measure M (M2) Early Action Plan (EAP) covering the first quarter (January – March) of 2009.

Highway Projects

Tom Bogard (714) 560-5918

Project A – The California Department of Transportation (Caltrans) is preparing a project study report to identify ways to relieve freeway congestion along the San Diego Freeway (Interstate 5) between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57) in Santa Ana. The study is looking to increase capacity and improve traffic flow through this section of Interstate 5 (I-5) that connects four of the major freeways in central Orange County. The study is expected to be completed in late 2009.

Project C – Caltrans recently completed a project study report that identifies options for increasing capacity along I-5 between Avenida Pico and Pacific Coast Highway, through the communities of Dana Point and San Clemente. This study evaluates the benefits of extending the current High Occupancy Vehicle lanes on I-5 that presently end at the Pacific Coast Highway interchange, all the way down to Avenida Pico in San Clemente.

Additionally, OCTA is preparing a project study report to look at ways to improve traffic flow along I-5 between State Route 73 and El Toro Road through the communities of Laguna Hills, Lake Forest and Mission Viejo. The study will look at capacity enhancements and interchange improvements to ease the flow of traffic through this area. The study is expected to be completed in mid 2010.

Project D - The City of San Juan Capistrano and Federal Highway Administration recently approved the environmental document for improvements to the I-5/Ortega Highway interchange. The project will improve local traffic flow on Ortega Highway and other adjacent streets leading to the freeway. Caltrans is just now beginning final design for the project.

Project G - OCTA is preparing the final design for a new northbound lane on the State Route 57 (SR-57) freeway from Orangethorpe Avenue to Lambert Avenue through the communities of Brea and Fullerton. The widening of the freeway in the northbound direction can be accommodated within the existing right of way. Construction is expected to begin in early 2010.

OCTA is also preparing an environmental analysis for Project G to add a new northbound lane on the SR-57 between Katella Avenue and Lincoln Avenue in the Anaheim area. This study will identify any potential environmental impacts of the project and will propose mitigation measures to minimize any unavoidable impacts.

Project H – OCTA is preparing an environmental document to add a new westbound lane to the Riverside Freeway (State Route 91) between I-5 and SR-57 in Anaheim. This effort is looking at the environmental and design issues related to adding a new general-purpose lane and will identify the most practical approach that has the least impact on existing properties along the freeway.

Project I - Caltrans is preparing an environmental document to improve traffic flow through the SR-55 and State Route 91 (SR-91) interchange. The improvements to the interchange will focus on the northbound to westbound connector between the two freeways and the traffic flow along westbound SR-91 in this area.

Project J - Caltrans has completed the final design of a new eastbound lane on the SR-91 between the Foothill-South Toll Road (SR-241) and Corona Expressway (State Route 71) in Riverside County. This project will extend the existing eastbound auxiliary lane that terminates before Green River Road to the State Route 71 interchange. Construction is expected to begin in late 2009.

Caltrans is also preparing an environmental analysis for adding one new lane each way along SR-91 from SR-55 to SR-241. This project will add significant new capacity through the cities of Anaheim and Placentia.

Project K - OCTA has recently begun an environmental study to add one or two new lanes each way on the San Diego Freeway (Interstate 405) between the SR-55 and the San Gabriel Freeway (Interstate 605). These improvements will add mainline capacity and improve the local interchanges along the corridor that serves the communities of Fountain Valley, Huntington Beach, Los Alamitos, Santa Ana, Seal Beach, and Westminster. One option being studied is to add two toll lanes in each direction to provide express travel times along the corridor.

Signal Synchronization

Anup Kulkarni (714) 560-5867

OCTA has been working on a master plan for the Regional Traffic Signal Synchronization Program. The \$450 million (plus 20 percent local match) program is funded by M2. The goal of the program is to improve the flow of traffic by developing and implementing regional signal coordination through more than 2,000 intersections. The master plan effort will be complete in fall 2009.

In April 2008, the California Transportation Commission awarded OCTA \$4,000,000 as part of the Proposition 1B Traffic Signal Synchronization Program for signal synchronization. This, combined with \$4,000,000 from Measure M, will provide \$8,000,000 to fund signal synchronization along ten significant street corridors comprised of 533 signalized intersections over the next three years. OCTA has developed a schedule to fund and implement these projects and will start the first set of these projects in May 2009 pending expected release of the funds from the State of California.

Metrolink

Dinah Minter (714) 560-5740

Because of planned increases in passenger and freight rail traffic on the three rail lines in Orange County, a renewed focus has been placed on at-grade rail-highway crossing (grade crossing) improvements. Improvements to grade crossings can cover a wide spectrum from basic safety improvements (improving crossing surfaces, reapplying pavement markings, and enhancing signage), to the installation of supplemental safety measures that allow for the reduction of locomotive horn blowing (quiet zones).

On August 27, 2007, the OCTA Board of Directors (Board) approved the implementation strategy for the grade crossing enhancement program and quiet zone improvements at 52 grade crossings in Orange County. Since then, significant efforts have been undertaken to advance the program.

On March 27, 2009, the Southern California Regional Rail Authority (SCRRA) awarded Herzog Contracting Corporation a contract to support the Metrolink Service Expansion Program and Grade Crossing Safety Enhancements. In addition to the civil construction contract, other contracts for materials and services such as special track work, signal construction, signal maintenance, rail, and ties have also been awarded. Construction of the programs will be undertaken at the same time. SCRRA expects to issue a Notice to Proceed to the contractor to begin construction in August 2009. A work plan and schedule will be developed to support the construction efforts. Construction is expected to take slightly over two years to complete.

Go Local

Kelly Long (714) 560-5725

Project development continued with the two Board-approved Go Local fixed-guideway project concepts. Consistent with prior Board direction to move these two projects into Step Two of the Go Local Program, both are undergoing detailed planning including alternatives analysis (AA), selection of a locally preferred alternative and environmental clearance. During this quarter, the City of Anaheim completed a draft problem definition report and a purpose and need statement for their proposed fixed-guideway project. The project proposes to connect the Anaheim Regional Transportation Intermodal Center to the Platinum Triangle and Anaheim Resort area.

The City of Santa Ana is currently procuring a technical consultant to conduct the AA and environmental clearance for their fixed-guideway concept. The City of Santa Ana's fixed-guideway concept proposes to connect the Santa Ana Regional Transportation Center through Downtown Santa Ana to Harbor Boulevard in the City of Garden Grove.

In January 2009, the Board selected Booz Allen Hamilton to serve as an extension of OCTA staff to provide project management oversight and technical support to ensure

that the two fixed-guideway projects are developed consistent with the Board-approved guidelines and in compliance with Federal Small/New Starts protocol.

Two additional bus/shuttle proposals from the cities of Aliso Viejo and Fullerton were approved by the Board in January to advance into Step Two of the Go Local Program. To date, the Board has approved 27 concepts to undergo detailed service planning in order to assess the viability and feasibility of the proposals by evaluating areas such as ridership, alignment, operating parameters and financial plans. During the reporting period, staff initiated the negotiations of cooperative agreements with the lead agencies of the Board-approved bus/shuttle proposals to define the roles of responsibilities for the Step 2 service planning effort. Cooperative agreements will be brought before the Board for approval beginning in April 2009.

All planning work done as part of Steps One and Two of the Go Local Program is funded by Measure M1 in preparation for the implementation of Project S, Transit Extensions to Metrolink, funded by M2. During this quarter, staff continued to develop guidelines for the evaluation of Go Local projects that will compete for M2 Project S funds.

Environmental Committees

Marissa Espino (714) 560-5607

Water Quality Program

The Allocation Committee is designed to make recommendations to the Board on the allocation of funds for water quality improvements, and is currently developing a draft framework for competitive allocation of water quality funding.

During the first quarter of 2009, the Allocation Committee reviewed and commented on the draft Environmental Cleanup Program prerequisites, which will be incorporated into the M2 funding guidelines for evaluating new capital and operation projects related to mitigating transportation pollution.

Results from a second citywide questionnaire on the proposed Catch Basin Best Management Practices (BMP) Funding program was given. Per the questionnaire, trash mitigation had the highest interest for funding with screens and inlet inserts selected as the two most preferred BMPs.

Freeway Mitigation Program

The purpose of the Environmental Oversight Committee (EOC) is to make recommendations to the Board on the allocation of environmental freeway mitigation funds and monitor the implementation of a master agreement between OCTA and state and federal resource agencies. The master agreement will provide higher-value environmental benefits such as habitat protection, wildlife corridors, and resource

preservation in exchange for streamlined project approvals and greater certainty in the delivery of the freeway program as a whole.

Throughout the first quarter of 2009, staff continued to build an inventory of potential habitat conservation sites that may be eligible for funding for acquisition and restoration. Property information was collected from interested participants, which included property owners and managers, conservation and community groups and local governments.

In March 2009, the EOC and the Board-approved the draft master agreement and draft planning agreement to establish the process, roles, responsibilities and commitments for the preparation of the Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). The NCCP/HCP process examines habitat resources within broad geographic areas and identifies conservation and mitigation measures to protect habitat and species. This process could take 18 to 24 months to complete, however, the Master Agreement includes an "advance credit" provision that allows funds, under certain conditions, to be allocated prior to completion of the NCCP/HCP process.

Financing

Ken Phipps (714) 560-5637

The downturn in the economy continues to negatively affect local sales tax revenues. Actual sales tax revenue receipts through March 2009 are 9.2 percent less than receipts for the same period in fiscal year 2007-08. Staff has extrapolated year-to-date performance to fiscal year end, applied the recently provided State Board of Equalization sales tax forecast for the balance of the Measure M1 period, and used the three university average sales tax forecasts from Chapman University, the University of California Los Angeles (Anderson Forecast) and California State University, Fullerton to develop a revised M2 forecast.

As compared to the 2005 nominal revenue estimates, the first 12 months of M2 sales tax revenue is now projected to be \$100 million less than the 2005 projections and the average annual growth rate over the 30-year period is projected to decrease by approximately 0.5 percent. Overall, the nominal M2 sales tax revenue is projected to decrease from a 2005 estimate of \$24.3 billion to a revised estimate of \$15.1 billion for the 30-year period.



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Agreement for Joint Sealant Replacement at the Irvine Sand Canyon Base

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Authorize the Interim Chief Executive Officer to execute Agreement No. C-9-0228 between the Orange County Transportation Authority and Kitson Specialty Contracting, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$148,948, for joint sealant replacement at the Irvine Sand Canyon Bus Base.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Agreement for Joint Sealant Replacement at Irvine Sand Canyon Bus Base

Overview

Modifications are needed at the Irvine Sand Canyon Bus Base to replace deteriorated joint sealant to prevent contamination and debris from leaking into the concrete pavement joints. The project is ready for construction and Board of Directors' approval is requested.

Recommendation

Authorize the Interim Chief Executive Officer to execute Agreement No. C-9-0228 between the Orange County Transportation Authority and Kitson Specialty Contracting, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$148,948, for joint sealant replacement at the Irvine Sand Canyon Bus Base.

Discussion

The Orange County Transit District, predecessor to the Orange County Transportation Authority (Authority), completed construction of the Irvine Sand Canyon Bus Base in two phases, in 1976 and 1981. In 1985, the asphalt pavement in the bus parking area was replaced with Portland cement concrete (PCC) pavement. Expansion and contraction joints were designed to allow for concrete expansion and to minimize cracking of the concrete pavement, which is also filled with joint sealant material. Due to the deteriorated condition, joint sealant replacement is required to prevent contamination and debris from leaking into the PCC pavement joints, which leads to soil contamination and increased pavement deterioration.

Procurement Approach

This procurement was handled in accordance with the Authority's procedures for public works and construction projects, which conform to federal and state requirements. Public works projects are handled as sealed bids and award is made to the lowest responsive, responsible bidder.

Invitation for Bids No. 9-0228, was released on February 13, 2009, and posted on CAMM NET with an electronic notification being sent to 862 firms. The project was advertised on February 13 and February 20, 2009, in a newspaper of general circulation. A pre-bid conference was held on February 20, 2009, and was attended by six firms. Addendum No. 1 was issued to post pre-bid attendee sheets and to post administrative changes. On March 13, 2009, nine bids were received.

All bids were reviewed by staff from the Contracts Administration and Materials Management Department (CAMM) to ensure compliance with the terms and conditions, specifications, and drawings. The bid analysis was reviewed by CAMM and the Rail Programs Division. Upon the evaluation of the bids received, the three lowest responsive, responsible bidders for joint sealant replacement at the Irvine Sand Canyon Bus Base are identified below. State law requires award to the lowest responsive, responsible bidder.

<u>Firm and Location</u>	<u>Bid Price</u>
Kitson Specialty Contracting, Inc. Santa Fe Springs, California	\$148,948
Pacific Waterproofing & Restoration, Inc. Pomona, California	\$181,818
Industrial Coating & Restoration Oceanside, California	\$187,540

The engineer's estimate for this project is \$230,400. The recommended firm's bid is well within the engineer's estimate and therefore considered fair and reasonable. Staff recommends award of the joint sealant replacement contract to Kitson Specialty Contracting, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$148,948.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2008-09 Budget, Rail Programs Division, Account 1722-9022-D3121-KW4, to be funded through the American Recovery and Reinvestment Act of 2009, as approved by the Authority's Board of Directors in March 2009.

Summary


Based on the information provided, staff recommends award of Agreement No. C-9-0228 to Kitson Specialty Contracting, Inc., in the amount of \$148,948, for joint sealant replacement at the Irvine Sand Canyon Bus Base.

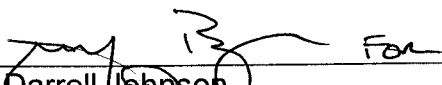
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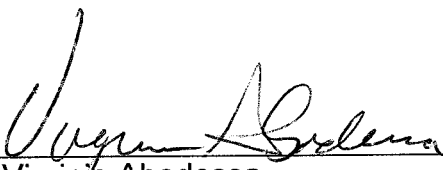
None.

Prepared by:

Approved by:


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Darrell Johnson
Executive Director, Rail Programs
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Virginia Abadessa
Director, Contracts Administration and
Materials Management
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BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: Agreement for the Purchase of 33 Paratransit Buses

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Authorize the Interim Chief Executive Officer to execute Purchase Order No. C-8-1315 between the Orange County Transportation Authority and Creative Bus Sales, Inc., in an amount not to exceed \$3,457,627, for the purchase of 33 gasoline replacement paratransit buses for ACCESS service.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Agreement for the Purchase of 33 Paratransit Buses

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2008-09 Budget, the Board of Directors approved the purchase of revenue vehicles for ACCESS services. Approval is requested for the purchase of 33 paratransit vehicles.

Recommendation

Authorize the Interim Chief Executive Officer to execute Purchase Order No. C-8-1315 between the Orange County Transportation Authority and Creative Bus Sales, Inc., in an amount not to exceed \$3,457,627, for the purchase of 33 gasoline replacement paratransit buses for ACCESS service.

Discussion

The Orange County Transportation Authority (Authority) Fiscal Year 2008-09 Budget includes funds for the purchase of cutaway vehicles for ACCESS services which utilize unleaded gasoline as fuel. The proposed 33 vehicles replace 33 existing diesel buses and vans for fiscal year 2009-10. The vehicles will be similar to the 198 cutaway vehicles recently purchased from Creative Bus Sales, Inc., (CBS), which are manufactured by EIDorado National in Kansas with the addition of five wheelchair staging areas.

In addition to the base configuration of the vehicles, the Authority will include the on-board video surveillance cameras, fire detection/suppression systems, and radio communication hardware, which will ensure ACCESS fleet standardization and flexibility for use. Standardizing the fleet, minimizes the training for operation and maintenance, controls spare parts costs, allows for the administration of coordinating with one manufacturer and the manufacturer's subcontractors, and ensures ACCESS contractor familiarization of the vehicles.

The acquisition will include a first article as a prerequisite to issuing a notice to proceed for the production units as a safeguard to the Authority as well as the manufacturer. Production is anticipated to start in July 2009 and delivery will be completed by February 2010.

Procurement Approach

In planning for the procurement, the Authority's procurement policies and procedures allow for two options that can be used to purchase new vehicles. The Authority can issue a request for proposals (RFP) or partner with another public agency and use its existing bus agreement for these vehicles as long as the public agency's agreement contains purchase options.

Using the first option, the Authority would issue an RFP, which would contain the detailed vehicle specifications and federal requirements. The advantage of this procurement method would be the Authority could specify exactly what type of transit vehicle they desire. The disadvantage, is that this procurement method could take approximately 18 to 24 months before final delivery of vehicles.

Using the second option, the Authority would identify an existing contract for paratransit buses that contains exercisable options, and in this case, complied with Federal Transportation Administration (FTA) regulations for intergovernmental procurements. The advantage of purchasing from an existing procurement is that the Authority could start receiving vehicles in approximately seven months. In addition to the base configuration of the vehicles, the Authority would be able to include the addition of on-board cameras, fire detection/suppression systems, and radio communication hardware which will ensure the standardization and flexibility of the ACCESS fleet.

Staff determined that the cooperative procurement option would be to the Authority's advantage because of the shortened procurement time. It was determined that San Mateo County Transit District (Samtrans) had completed a cooperative procurement that specified a paratransit vehicle with similar specifications to the Authority's requirements. On March 15, 2007, Samtrans Board of Directors awarded a procurement to CBS in accordance with the FTA requirements. The procurement included a contract clause allowing Samtrans to assign a portion of its vehicle options to another transit agency. The buses selected as a result of a competitive procurement process meet the small bus specifications established by the Authority. The Authority can utilize the cooperative procurement option with Samtrans under its existing agreement that allows for up to 525 vehicles to be available to other public agencies.

The Transit Committee reviewed and approved this recommendation on April 23, 2009. On April 24, 2009, the Authority received a letter (Attachment A) from the Vice President of Sales from BusWest objecting to the purchase of these 33 paratransit vans. Because of the late receipt of this letter, staff requested that the Board postpone acting on this procurement at the April 27 Board meeting until staff had sufficient time to research BusWest's statements.

One of the objections in the BusWest letter is that there is a \$700,000 difference between the vehicles they sell and the vehicles being purchased from EIDorado through Samtrans. Because the Authority was purchasing a vehicle that had several components not included on the BusWest vehicle, staff made an item-by-item comparison, adding to the BusWest vehicle all the components that will be included in the Samtrans vehicle. This comparison resulted in the Samtrans vehicle being \$6,788 higher per vehicle.

In order to complete the investigation, staff requested that BusWest provide a vehicle for the Authority's Maintenance Department to inspect. The Maintenance Department found that the CBS vehicle offered by Samtrans was superior to the BusWest product.

Staff also contacted Riverside Transit Agency (RTA), an agency that purchased vehicles from BusWest in 2007. RTA indicated that they have had ongoing maintenance issues with the vehicles and that after purchasing 23 buses, they decided to forego acquiring any additional vehicles from BusWest.

Based on the due diligence conducted since the receipt of the letter from BusWest, staff would like to proceed with the purchase of the 33 vehicles from the Samtrans contract. The Samtrans vehicles are manufactured by EIDorado National – California and purchased from CBS, which is the manufacturer of the Authority's current paratransit fleet. This purchase will provide uniformity in the fleet. By standardizing the fleet, all of the vehicles are of the same configuration which helps to minimize mechanics training, reduce the cost of spare parts, and ensure ACCESS drivers familiarity with the vehicle.

The FTA requires that a Buy America audit be completed for purchases using FTA funds for the procurement. The audit is to meet the requirement that 60 percent of the parts content of the vehicle are made in the United States. A Buy America audit for this procurement was completed by Internal Audit on March 9, 2009, and found to be in compliance.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2008-09 Budget, Transit Division, Technical Services, Account 2114-9024-D2108-K6N, and is funded with Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account and federal formula funds.


Summary

Staff recommends award of Purchase Order No. C-8-1315 to Creative Bus Sales, Inc., in an amount not to exceed \$3,457,627, for the purchase of 33 paratransit buses.


Attachments

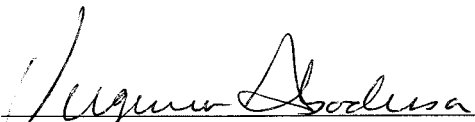
- A. Letter from BusWest dated April 24, 2009
- B. EIDorado National, Inc. Pre-Award Buy America Review Internal Audit Report No. 09-033
- C. Contract History for The Past Two Years "Purchase of 33 Paratransit Buses for ACCESS Service"

Prepared by:


Antonio P. Chavira Jr.
Department Manager, Maintenance
714-560-5975

Approved by:


Beth McCormick
General Manager, Transit,
714-560-5964


Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

BUSWEST

April 24, 2009

The Board of Directors
ORANGE COUNTY TRANSPORTATION AUTHORITY
600 South Main Street
Orange, CA 92868

Via Email: efellows@octa.net

Distribution:	Mr. Peter Buff, Chairman	Mr. Jerry Amante, Vice Chairman
	Ms. Patricia Bates	Mr. Art Brown
	Mr. Bill Campbell	Ms. Carolyn Cabecche
	Mr. William J. Dalton	Mr. Richard Dixon
	Mr. Paul G. Glabb	Ms. Cathy Green
	Mr. Allan Mansoor	Mr. John Moorlach
	Ms. Janet Nguyen	Mr. Chris Norby
	Mr. Curt Pringle	Mr. Miguel Pulido
	Mr. Gregory T. Winterbottom	Ms. Cindy Quon

RE: Consent Item # 17 Agreement for the Purchase of 33 Paratransit Buses

BusWest strongly objects to staff and Transit Committee recommendation to approve the purchase of 33 Paratransit Buses from Creative Bus Sales on consent for the following reasons:

- 1) It is our belief that staff recommendation to the Transit Committee is misleading in the statement "Pricing for the State agreement [from BusWest] was within an acceptable range with the bus from Samtrans." (Agenda Item 17, Page 3, 1st paragraph)
 - a. The pricing BusWest offered OCTA per specification was at least 20% less than the pricing from Creative Bus Sales via the Samtrans contract purchasing method.
 - b. We do not believe that the Creative offer is within the competitive range and therefore should NOT be considered.
 - c. In these economic times a saving of more than \$700,000 cannot be overlooked or easily justified to the taxpayers and those dependent on OCTA's services.
 - d. We believe that the manner of presentation by staff to the Transit Committee and the Board demands greater scrutiny.
 - e. It is our belief that staff's assertion of the importance of uniformity is exaggerated since the chassis and most major equipment components are from the same manufacturers whether purchased from either vendor. The main difference is the factory that assembles the parts and the dealer that sells the bus. To that end, over 75% of the economic value provided for in this agreement would be provided through BusWest allowing for overall uniformity to remain. The items that would be from the same manufacturer are:
 - i. Ford E-450 Chassis
 - ii. Freedman Seats
 - iii. Air Conditioning System
 - iv. Wheelchair Lift System and All Components
 - v. Entry Door System and Controls
 - vi. Destination Signage and Controls
 - vii. Flooring and Window Components

April 24, 2009

- 2) The Samtrans bid does not meet the criteria set forth by the Federal Transit Administration for Piggy-backing for the following reasons:
 - a. Non-competitive
 - i. The Samtrans contract was awarded to the sole bidder.
 - ii. The Samtrans RFP specifications were exclusionary to all manufacturers except EIDorado National.
 - b. The Samtrans contract quantity did not represent the reasonable and foreseeable needs of the Samtrans consortium at the time of bid.
 - c. OCTA was not a party to the Samtrans bid or a consortium member at the time of bid.
- 3) BusWest was discouraged from meeting with OCTA senior staff prior to the decision to proceed with the familiar vendor.
- 4) Uniformity as an overriding reason for a purchasing decision will never result in the best products, services, or pricing to Orange County Transit over the long term.

Therefore, BusWest formally requests that this consent calendar item be removed from the agenda until this Board fully and completely understands and agrees with the recommendation.

We would be pleased to meet with OCTA staff, executive committee or any Board Member to offer more clarity on this matter at any time. I can be reached by cell phone at (562) 277-0485, if you should care to discuss this matter.

Sincerely,



Brent Phillips
Vice President of Sales

Cc: Mr. James S. Kenan, Interim CEO (OCTA)
Ms. Beth McCormick, General Manger, Transit (OCTA)
Mr. James P. Bernacchi, President (BusWest)
Mr. James Barker, CEO (BusWest)



INTEROFFICE MEMO

March 9, 2009

To: James S. Kenan, Executive Director
Finance and Administration

From: Ricco Bonelli, Senior Internal Auditor *RTB*
Internal Audit

Subject: **EIDorado National, Inc. Pre-Award Buy America Review,
Internal Audit Report No. 09-033**

Attached hereto is EIDorado National, Inc. Pre-Award Buy America Review,
Internal Audit Report No. 09-033

c: Virginia Abadessa
Tom Meng
Tony Chavira
Kathleen O'Connell

**Orange County Transportation Authority
Internal Audit Department**



**Eldorado National, Inc.
Pre-Award Buy America Review**

INTERNAL AUDIT REPORT NO. 09-033

March 9, 2009



Internal Audit Team:

Kathleen M. O'Connell, CPA, Executive Director of Internal Audit
Ricco Bonelli, Senior Internal Auditor

**Orange County Transportation Authority
EIDorado National, Inc.
Pre-Award Buy America Review
March 9, 2009**

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Background	1
Objectives, Scope and Methodology	1
Pre-Award Buy America Compliance Certification	3
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Buy America Calculation - Schedule of Verified Components.....	5
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Orange County Transportation Authority
EIDorado National, Inc.
Pre-Award Buy America Review
March 9, 2009

Conclusion

At the request of the Contracts and Materials Management (CAMM) Department, the Internal Audit Department (Internal Audit) performed a pre-award Buy America review to ensure compliance with Federal Buy America requirements.

Internal Audit determined that the vehicles proposed by EIDorado National, Inc. (EIDorado) for the Orange County Transportation Authority (OCTA) contain domestically manufactured components representing costs of at least 60 percent of the cost of the vehicle, that the proposed final assembly location will be within the United States, and the final assembly activities reported by the manufacturer qualify as final assembly.

In Internal Audit's opinion, and based upon evidence provided by the manufacturer, the vehicles proposed by EIDorado are in compliance with Federal Buy America guidelines.

Background

On March 15, 2007, San Mateo County Transit District (SamTrans) entered into a contract agreement with Creative Bus Sales to purchase 19 buses with an option to purchase an additional 525 buses. The agreement stipulated that optional bus quantities may be assigned to other public agencies. OCTA is planning to utilize the SamTrans contract agreement to purchase 33 unleaded gasoline Paratransit Vehicles.

To ensure compliance with Federal Buy America requirements, transit agencies are required through Federal Regulations, specified in 49 CFR 661, to verify that vehicle costs of at least 60 percent are of United States (U.S.) content, in conformity with the requirements of Section 165(a) or (b)3 of the Surface Transportation Act of 1982, as amended. The regulations specify that the grant recipient must conduct, or contract for, a pre-award review of the vehicle manufacturer.

Objectives, Scope and Methodology

The objective of the pre-award Buy America review was to determine whether the vehicles proposed by EIDorado have a U.S. component cost of at least 60 percent of the total cost of the vehicle, and to verify that the manufacturer has identified a final assembly location that is within the U.S.

The scope of this review considered all buses to be purchased from EIDorado.

**Orange County Transportation Authority
EIDorado National, Inc.
Pre-Award Buy America Review
March 9, 2009**

Internal Audit's methodology included verifying costs by agreeing selected components and subcomponents listed on the manufacturer's vehicle component listing to recent invoices and/or vendor quotes provided by the manufacturer. To determine whether the final assembly location was within the U.S., Internal Audit reviewed the final assembly location and the list of final assembly activities proposed by the manufacturer to ensure that the activities at the location qualify as final assembly.

Pre-Award Buy America Compliance Certification

As required by Title 49 of the CFR, Part 663 – Subpart C, Orange County Transportation Authority is satisfied that the buses to be purchased, 33 gasoline powered paratransit buses from EIDorado National, Inc. meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The Orange County Transportation Authority's Internal Audit Department has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: 03/10/09

Signature: Kathleen O'Connell

Kathleen O'Connell, CPA
Executive Director, Internal Audit
Orange County Transportation Authority

Audit Certification

I certify that I have conducted a pre-award review of the documents relating to the manufacture of 33 gasoline powered Paratransit vehicles by EIDorado National, Inc., Salina, KS, for the Orange County Transportation Authority of Orange, California, according to the requirements of 49 CFR 663. Based on the documentation provided to me by EIDorado National, Inc., it appears that the vehicles to be purchased are in conformity with the requirements of Section 165 (a) or (b) (3) of the Surface Transportation Act of 1982, as amended.

Date:

3/16/09

Signature:

Ricco Bonelli

Ricco Bonelli
Senior Internal Auditor, Internal Audit
Orange County Transportation Authority

Buy America Calculation - Schedule of Verified Components

**BUY AMERICA CALCULATION
SCHEDULE OF VERIFIED COMPONENTS
ELDORADO NATIONAL, INC.**

Vendor Name	Component	Percentage of Total Cost
EIDorado National, Inc.	Base Body	14.42%
Ford	Chassis	40.88%
Romeo Rim, Inc.	Rear Bumper	0.76%
Telma Incorporated	Brake Retarder	6.61%
A&M Systems Inc. / Kasa Fab, Inc.	Door Control Assemblies	1.85%
Rosco, Inc.	Mirror	0.21%
Ricon Corporation	Door Lift	3.82%
		<hr/> <hr/> 68.55%

Pre-Award FMVSS Compliance Certification

As required by Title 49 of the CFR, Part 663 – Subpart D, the Orange County Transportation Authority certifies that it received, at the pre-award stage, a copy of EIDorado National, Inc.'s self-certification information stating that the buses, 33 gasoline powered paratransit vehicles, will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date:

03/10/09

Signature:

Kathleen O'Connell

Kathleen O'Connell, CPA
Executive Director, Internal Audit
Orange County Transportation Authority

FMVSS - Self-Certification Information

EIDorado
National - Kansas
Thor Industries Commercial Bus Division

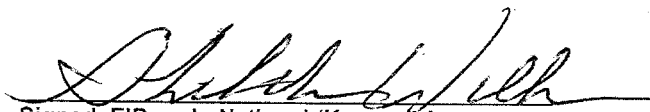
FMVSS CERTIFICATION

EIDorado National (Kansas), Inc., as a final-stage manufacturer of incomplete motor vehicles, hereby certifies that EIDorado National buses are manufactured in compliance with all Federal Motor Vehicle Safety Standards (FMVSS) as required in Parts 567 and 568 of Title 49, Code of Federal Regulations.

Part 568 of Title 49, Code of Federal Regulations requires the incomplete vehicle manufacturer to specify the Gross Vehicle Weight Rating (GVWR) of the total.

The above regulations require, among other things, that each complete motor vehicle have a permanently affixed label certifying that such vehicle conformed with all applicable FMVSS on the stated date of manufacture.

All vehicles completed by EIDorado National Co. have affixed the required certification labels when the vehicle leaves the assembly plant. This certification label on a completed vehicle specifies the Gross Vehicle Weight Rating (GVWR) of the total vehicle as required.


Signed, EIDorado National (Kansas), Inc. _____ Date _____

Senior VP/General Manager
Title

**CONTRACT HISTORY FOR THE PAST TWO YEARS
"Purchase of 33 Paratransit Buses for ACCESS Service"**

Firm	Contract No.	Description	Contract Start Date	Contract Delivery Date	Contract Amount
Creative Bus Sales, Inc.	C-6-0550	Purchase of 198 Gasoline Cutaway Buses	6/29/2007	6/30/2008	\$17,134,986
Creative Bus Sales, Inc.	C-6-0554	Purchase of 20 Compressed Natural Gas (CNG) Cutaway Buses	6/29/2007	12/31/2009	\$3,376,930
Creative Bus Sales, Inc.	C-7-0834	Retrofit Buses to Add High Capacity Fueling Port	7/1/2007	6/30/2009	\$87,097
Sub Total					\$20,599,013



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Amendment to Agreement for On-Board Video Surveillance System

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Authorize the Interim Chief Executive Officer to execute Amendment No. 8 to Agreement No. C-6-0142 between the Orange County Transportation Authority and March Networks, Inc., in an amount not to exceed \$425,000, to exercise the third option term through July 31, 2010, bringing the total contract value to \$1,679,292.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Amendment to Agreement for On-Board Video Surveillance System

Overview

In May 2006 the Orange County Transportation Authority entered into an agreement with March Networks, Inc., for implementation, system support, and maintenance of an on-board video surveillance system. Staff proposes to exercise the third option term of this agreement to continue services through July 31, 2010.

Recommendation

Authorize the Interim Chief Executive Officer to execute Amendment No. 8 to Agreement No. C-6-0142 between the Orange County Transportation Authority and March Networks, Inc., in an amount not to exceed \$425,000, to exercise the third option term through July 31, 2010, bringing the total contract value to \$1,679,292.

Discussion

In 2006, the Orange County Transportation Authority's (Authority) Board of Directors (Board) approved the introduction of an on-board video surveillance system (OBVSS) in conjunction with the purchase of all new vehicles beginning in fiscal year 2005-06 budget. The Authority's interest in OBVSS was prompted by the increased awareness of threats to mass transit, vandalism, and an overall means of enhancing the safety and security of customers and employees. Presently, OBVSS is operational on 550 Authority revenue vehicles, on both the ACCESS and fixed route system.

Because the implementation of an OBVSS system was new to the Authority, research was done prior to the development of specifications on both technology and equipment available, and ways to administer the program day to day. Based on this research, the Board approved implementation of

a "turn-key" program in which the selected vendor would provide all elements of the program including on-board equipment, wireless equipment to allow the download of data, software, maintenance for equipment and software, storage of the images captured, retrieval services, administration of the program, and other supplies and services as needed.

March Networks, Inc. (March Networks) was the successful vendor and has worked with the Authority since 2006 on the implementation, operation and maintenance of this system.

Procurement Approach

The agreement for systems support and maintenance of an OBVSS with March Networks consists of a one-year initial term and four one-year option terms. The initial term began on June 30, 2006, and the second option term will expire on July 31, 2009. Option pricing was received and evaluated as part of the initial proposal which consisted of monthly fixed rates and hourly rates for as needed emergency services. March Networks has provided excellent service since the contract began. Amending this contract will allow the Authority to continue providing systems support and maintenance of an OBVSS with March Networks through July 31, 2010.

Fiscal Impact

The annual cost of full system maintenance and administration was for an initial one-year term at \$494,646, plus four one-year options. This agreement has been amended previously to the total amount of \$1,254,292 (Attachment A). The new total contract amount after approval of Amendment No. 8 as proposed will be \$1,679,292. The cost of outfitting each bus with video equipment is approximately \$11,000, or \$5.6 million. The cost of system maintenance and administration is budgeted in the fiscal year 2009-10 budget, Transit/Electronics and Radio Administration Section/Account 2185-7612, and is funded through the Local Transportation Fund.


Summary

Staff recommends approval of Amendment No. 8 to Agreement No. C-6-0142, in an amount not to exceed \$425,000, with March Networks Inc., to exercise the third option year for information technology and maintenance support of the on-board video surveillance system, bringing the maximum contract obligation to \$1,679,292.

Attachment

A. March Networks Inc. Agreement No. C-6-0142 Fact Sheet

Prepared by:

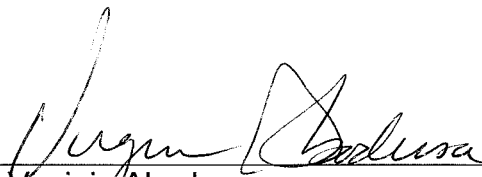


Chris Parro
Senior Analyst, Equipment
Engineering
714-560-4571

Approved by:



Beth McCormick
General Manager, Transit
(714) 560-5964



Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

ATTACHMENT A

**March Networks Inc.
Agreement No. C-6-0142 Fact Sheet**

1. May 22, 2006, Agreement No. C-6-0142, \$494,646, approved by the Board of Directors.
 - On-board equipment, wireless infrastructure, system maintenance, and video storage, and retrieval services
2. September 18, 2006, Amendment No. 1 to Agreement No. C-6-0142, \$4,756, approved by the Contracts Administration and Materials Management Department, bringing the total commitment to \$499,402.
 - Increase the contract obligation to accommodate the cost of cabling, conduit, and labor for wireless infrastructure at the Irvine Sand Canyon Base
3. October 30, 2006, Amendment No. 2 to Agreement No. C-6-0142, \$5,000, approved by the Contracts Administration and Materials Management Department, bringing the total commitment to \$504,402.
 - Increase the contract obligation to accommodate the cost of cabling, conduit, and labor for wireless infrastructure at the Santa Ana Base
4. April 4, 2007, Amendment No. 3 to Agreement No. C-6-0142, at no cost, approved by the Contracts Administration and Materials Management Department.
 - Agreement to reflect current effective dates, option years, and vehicle quantity price points
5. May 14, 2007, Amendment No. 4 to Agreement No. C-6-0142, \$314,890, was approved by the Board of Directors, bringing the total commitment to \$819,292.
 - Exercise the first option term for system maintenance, video storage, and retrieval services
6. September 4, 2008, Amendment No. 5 to Agreement No. C-6-0142, at no cost, approved by the Contracts Administration and Materials Management Department.
 - Extend the agreement from May 31, 2008 through August 31, 2008, for system maintenance and video storage and retrieval services

7. June 23, 2008, Amendment No. 6 to Agreement No. C-6-0142, \$370,000, was approved by the Board of Directors.
 - Exercise second option term, extending the agreement from August 1, 2008, through May 31, 2009, for system maintenance and video storage and retrieval services
 - Install wireless infrastructure at Irvine Construction Circle Base and Administrative Offices in the City of Orange
 - Equip Transit Police Service vehicles with the wireless remote access to allow viewing live-feed on-board video
 - Upgrade video equipment for 33 paratransit buses to improved resolution of images during dusk/dark hours
8. Amendment No. 7 to Agreement No. C-6-0142, \$65,000, approved by the Contracts Administration and Materials Management Department to increase the maximum cumulative amount to \$1,254,292.
 - Extend the agreement from May 31, 2009 through July 31, 2009, for system maintenance and video storage and retrieval services
9. Amendment No. 8 to Agreement No. C-6-0142, \$425,000 to exercise the third option term, extending the agreement to July 31, 2010, pending approval by the Board of Directors.
 - Extend the agreement from August 1, 2009 through June 31, 2010, for system maintenance and video storage and retrieval services
 - Revise scope of work to add CD/DVDs delivery and on-site video retrieval

Total committed to March Networks, Inc., Agreement No. C-6-0142: \$1,679,292



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: Customer Information Center Update

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote

This item was passed by all Committee Members present.


Committee Recommendation

Modify Alta Resources contract performance standards relative to average speed of answer for a 12-month pilot period and direct staff to return to the Board of Directors within six months with an update.



June 11, 2009

To: Transit Committee

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Customer Information Center Update

Overview

The Orange County Transportation Authority Customer Information Center assists customers with trip planning by providing travel itineraries and general information to bus riders seven days a week, 365 days a year. This report provides an update on the Customer Information Center including the tracking of the call volume and the status of the Alta Resources contract.

Recommendation

Modify Alta Resources contract performance standards relative to average speed of answer for a 12-month pilot period and direct staff to return to the Board of Directors within six months with an update.

Discussion

The Orange County Transportation Authority (OCTA) Board of Directors (Board) awarded a contract to Alta Resources (Alta) on September 18, 2006, to operate the Customer Information Center (CIC). This is the sixth in a series of reports to the OCTA Board on the CIC. The first report detailed the increasing call volume and noted Alta's exceptional performance. The second report pointed out the increasing growth rate in calls. The second report also pointed out a projected 10 percent increase in call volume for fiscal year (FY) 2006-07. After the third report, the Board directed staff to conduct a six-month pilot program reducing the weekday operating hours. Following the fourth report, the Board approved the permanent change in operating hours and instructed staff to report on the technology enhancements to manage operating costs. After the fifth report, the Board directed staff to append the initial recorded greeting to include "only scheduled bus information is provided," and to provide more information regarding recommended performance adjustments to the Transit Committee. This report provides test data and information on the average

speed of answer for calls handled and the abandonment rate of calls in timed intervals.

The initial term of the Alta contract spans a four and one-half year period, January 1, 2007 through June 30, 2011. There are three one-year option terms which continue through June 2014. Call volumes have increased each month over the previous FY totals with the exception of three months: July, December, and February.

FY 2007-08 and FY 2008-09 Call Comparison

FY Actuals	FY 2007-08 Calls Handled	FY 2008-09 Calls Handled	Percentage Variance
July	* 85,673	73,385	-14.3%
August	62,601	69,780	11.5%
September	58,417	65,106	11.5%
October	59,331	63,876	7.7%
November	56,587	58,088	2.7%
December	58,129	56,132	-3.4%
January	60,086	60,864	1.3%
February	58,836	55,256	-6.1%
March	64,748	** 80,599	24.5%
April	64,087	67,638	5.5%
May	66,572		
June	74,060		
Total Calls	769,127		
Monthly Average	64,094	(to date) 64,787	

* Spike in calls due to coach operator work stoppage.

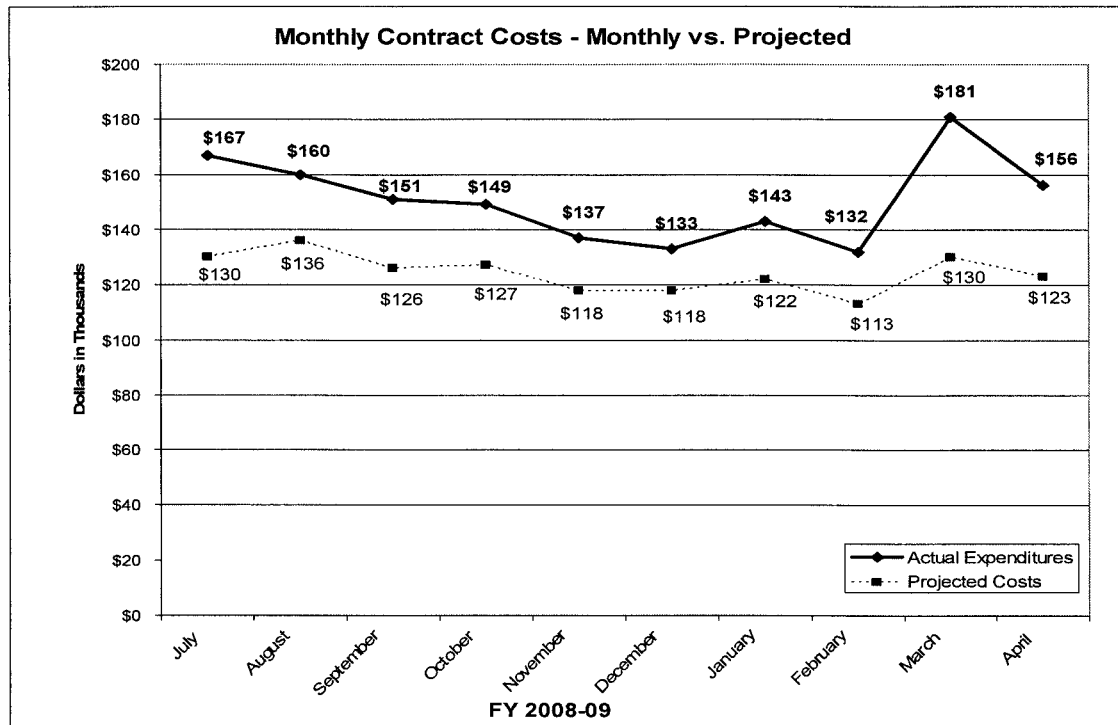
** Second highest monthly call volume since contract start. Increase in calls primarily due to removal of schedule route times from the bus stop cassettes.

Alta Contract Impact

The four and one-half year initial term of the Alta contract includes a cost-per-call of \$1.935 for operator-assisted calls during the first two and one-half years, \$0.13 for pre-recorded messages, and no charge for calls transferred to OCTA. During the third year of the contract (FY 2009-10), the contracted firm-fixed cost per operator-handled call will increase to \$2.00; other costs will remain the same.

The initial term of Alta's contract is 52 percent complete to date. The contract cost to date has consumed 59 percent of the contract budget due to the increase in call volume. Depending on the success of cost savings measures, the contract expenditures may exceed the maximum contract obligation in

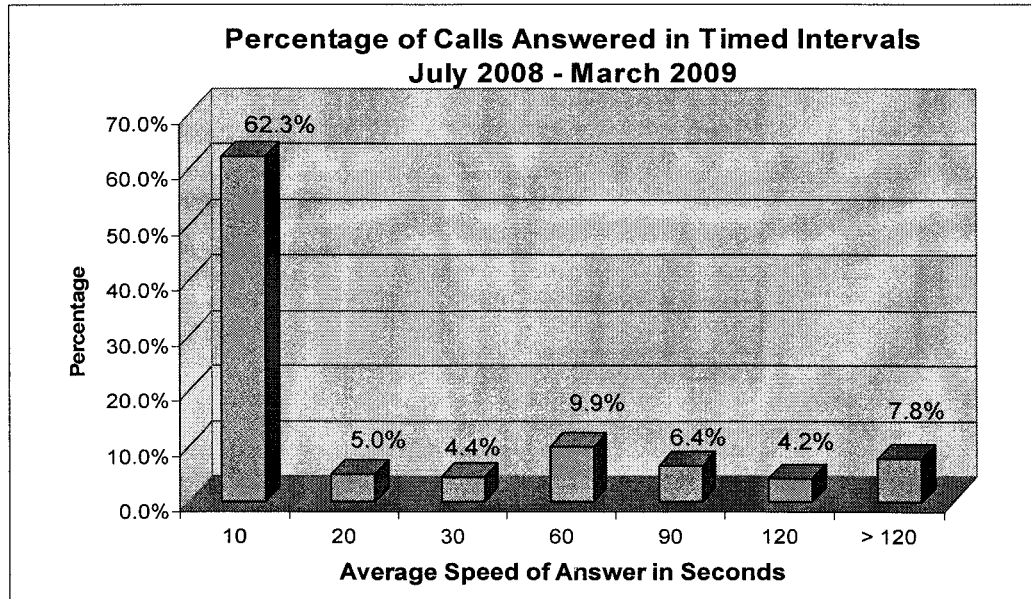
2011. The following chart shows the monthly cost compared to the projected costs.



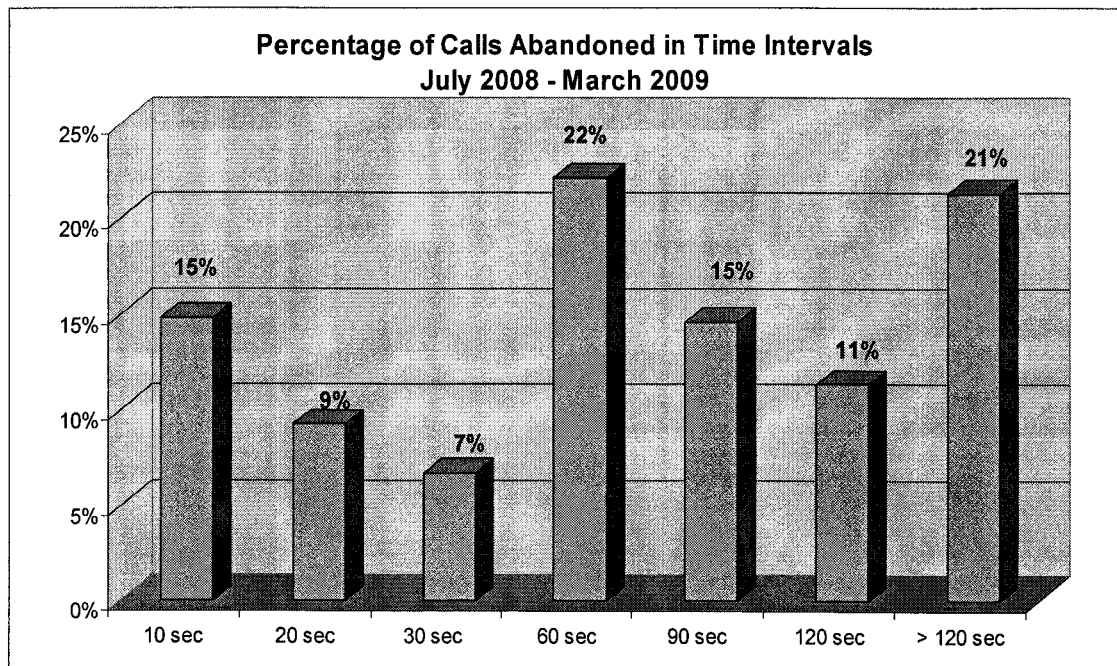
Cost Saving Measures

Performance Measures

OCTA is exploring strategies in order to bring the contract costs into compliance with the program costs. One method is to modify standards that would change the average speed of answer from an average of about 30 seconds to an average of approximately 60 seconds per call. This is projected to result in savings of about \$90,000 per year. The savings would result from an increase in the abandonment rate for calls that passengers disconnect while waiting for a bus to arrive. The current abandonment rate is 4 percent; relaxing the standard could increase the rate to 10 percent. The following chart shows almost 81.6 percent of all calls are answered within one minute or less and 62.3 percent are answered within the first 10 seconds.



Even with an increase in the abandonment rate, there will still be other options for callers to get information including online and printed publications. Staff is working to implement telephone options for callers to check on scheduled bus times through an automated system. Staff will provide more information in future reports. In the chart below, over one-half the abandoned calls, 52.9 percent or 18,150 callers, abandoned the call in one minute or less.



Performance Testing

A test was conducted in April 2009 and a comparison of two full weeks in March 2009 was made with two test weeks in April 2009. The CIC temporarily reduced staffing for the test to achieve an average of approximately 60 seconds per call answered. The following chart depicts the increase in time to answer a call and an increase in abandoned calls.

Week	Average Speed of Answer In Seconds	Calls Handled	Abandoned Call Percentage
3/1/09 - 3/7/09	37	16,206	5%
3/8/09 - 3/14/09	35	19,899	5%
4/5/09 - 4/11/09	54	16,773	9%
4/12/09 - 4/18/09	63	15,478	10%

The increase in abandoned calls would most likely be callers who chose to disconnect within the first 60 seconds. A recent survey conducted by the CIC shows that 16 percent of callers are checking on the status of an arriving bus. As shown in the chart below. In addition, Attachment C shows additional test data for the month of April 2009. Although the average speed of answering calls was increased, there was still a 5.5 percent increase in calls over April 2008.

CIC Call Survey	4/26/09 - 5/2/09	% of Total
Routing Info	10,325	79%
Bus Status	2,069	16%
Trip Planner	76	1%
Lost and Found	79	1%
Other	559	4%
Total	13,108	100%

Pass Sales

CIC staff also has been engaged to fulfill pass sales requests through the OCTA online website, by mail, and through telephone orders. They also process applications for Reduced Fare Identification cards (RFID) and issue the completed photo identification cards.

In March 2009, OCTA implemented the Microsoft Great Plains pass inventory system and Compass point-of-sale solution for the sale of prepaid fare media.

the Customer Relations Department, along with the Accounting Department and Marketing Department, assisted in the customization of the software to replace outdated software, reduce redundancy, and automate manual processes. The implementation of the new software has increased efficiencies, and processing time has been significantly reduced. The tracking of inventory and reporting functions also will realize increased efficiencies by utilization of custom reports. These efficiencies will allow the pass sales and RFID functions to be processed exclusively by the Customer Relations Department using existing staff. Presently, Alta augments internal staff. OCTA will realize a cost savings of \$275,000 annually.

Regional 511 Integrated Voice Response

In FY 2009-10, OCTA will participate in a Regional 511 Integrated Voice Response (IVR) system. Customers requesting information on bus schedules, routes, fares, stops, and other transit information will have the option of calling 511 IVR system 24 hours a day to obtain transit information. Staff is working with the Los Angeles County Metropolitan Transportation Authority staff on plans to generate and encourage usage of the 511 system by developing online communications, marketing materials, and on-board literature for bus riders.

The 511 IVR system is scheduled to be launched by the latter part of 2009. For budget purposes, a launch date of January 2010 is assumed and that about 10 percent of calls will be diverted to the IVR system. This represents 82,000 calls annually, 41,000 calls for a six-month period – a savings of \$164,000 annually, and \$82,000 for the six-month period of January through June 2010.

The strategies being employed should reduce the annual expenditures and may, over time, produce enough of a savings to bring the contract costs back within the financial limits of the contract. If the change in the performance standard is not employed, other strategies could slow down the increase in costs. The transition of pass sales is near completion and the annual savings of \$275,000 will begin to take effect July 1, 2009. The 511 IVR system will employ additional technologies when fully implemented, which could provide additional savings.

Summary

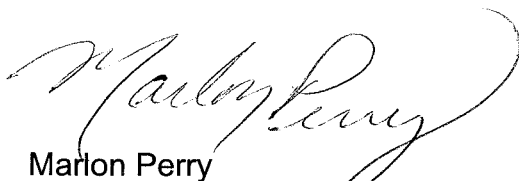
Alta's performance continues to meet or exceed contractual performance standards. However, if call volumes continue to increase, the contract will overrun the maximum cumulative obligation. OCTA staff will implement approved changes and oversee the implementation of the CIC portion of the

511 IVR system. The Customer Relations Department will reorganize work processes to include the pass sales functions with existing staff. If the strategies are unsuccessful, it may become necessary to consider one of the following actions: issuing a request for proposals and terminate the contract early, renegotiate a firm fixed contract with Alta Resources, or increase the maximum cumulative obligation of the current contract prior to end of fiscal year 2009-10.

Attachments

- A. Contract Costs – Actual vs. Projected
- B. Total Monthly Calls Handled – Average Speed of Answer in Seconds
- C. Test (March 22, 2009 – April 25, 2009) Average Speed of Answer and Calls Handled

Prepared by:



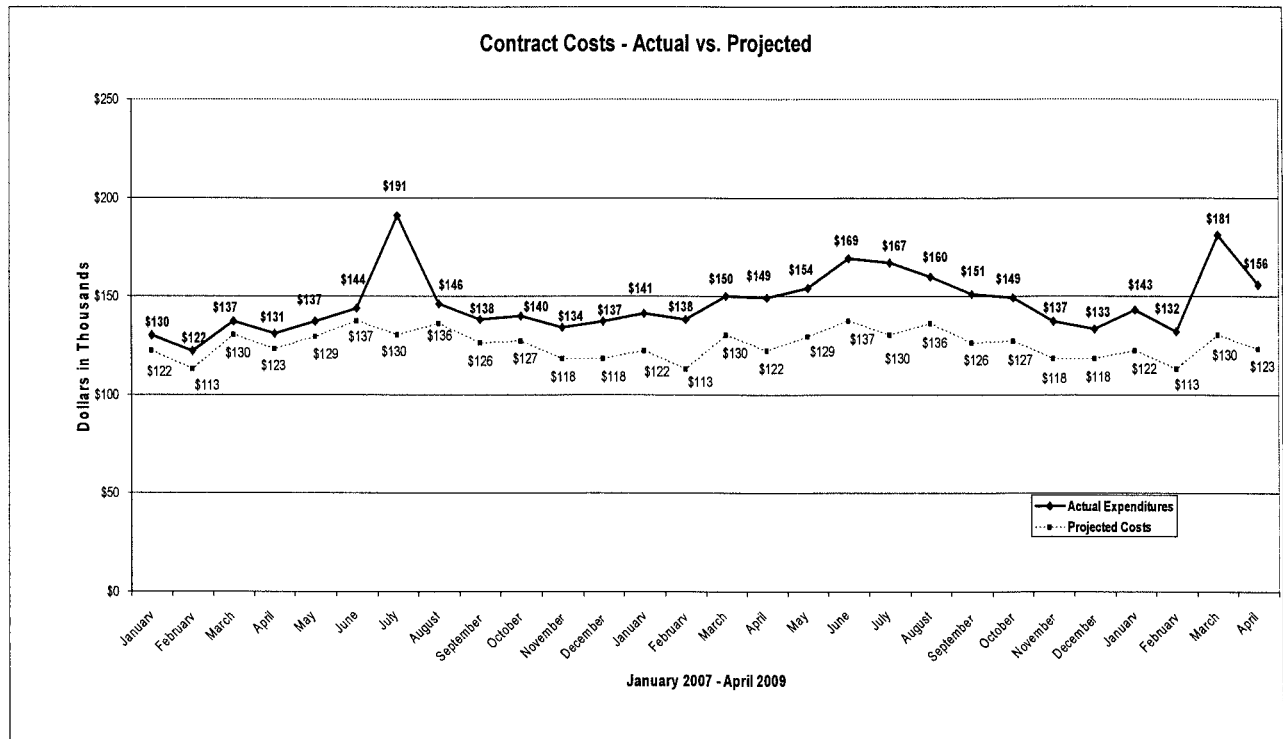
Marlon Perry
Section Manager, Customer Relations
(714) 560-5566

Approved by:

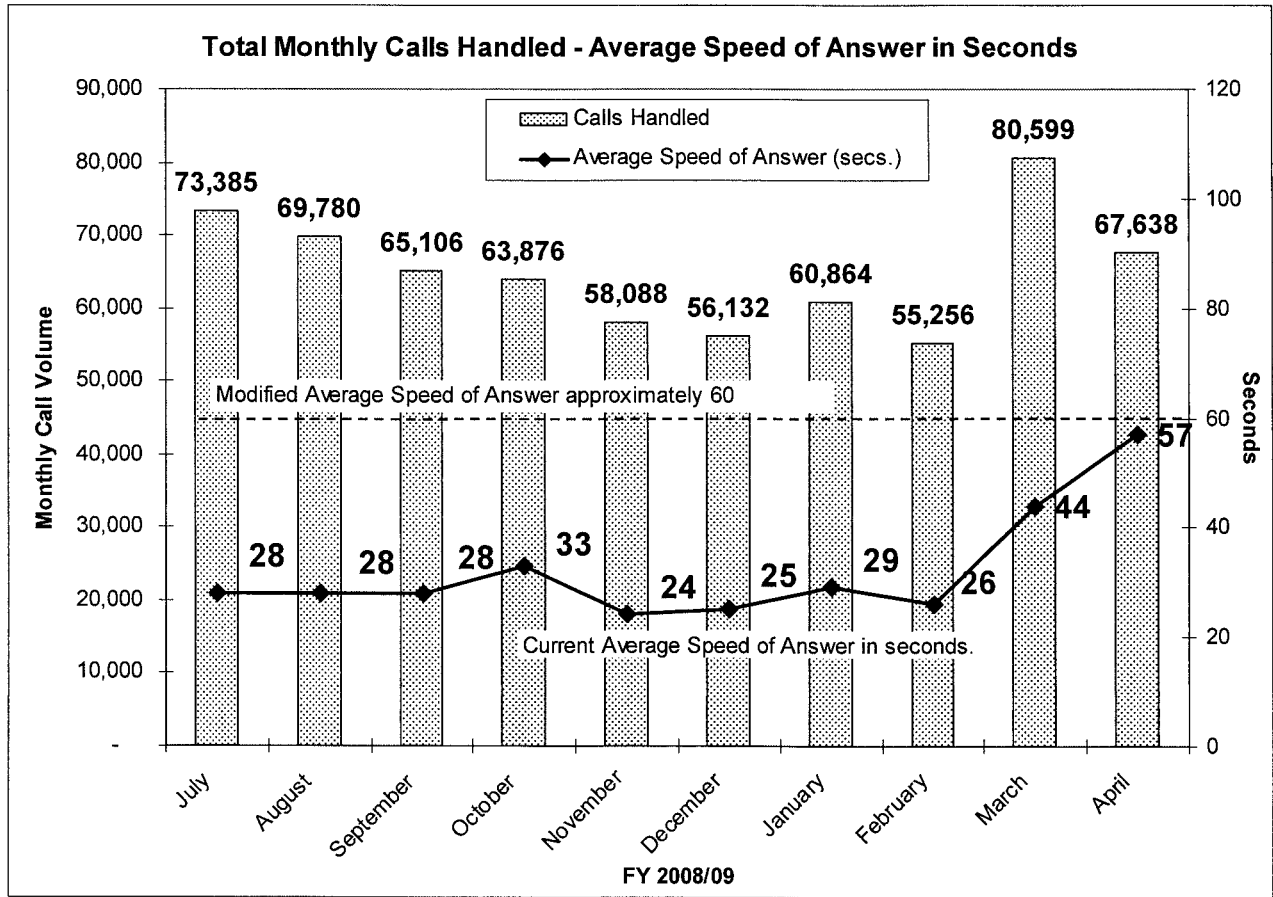


Ellen S. Burton
Executive Director, External Affairs
(714) 560-5923

ATTACHMENT A

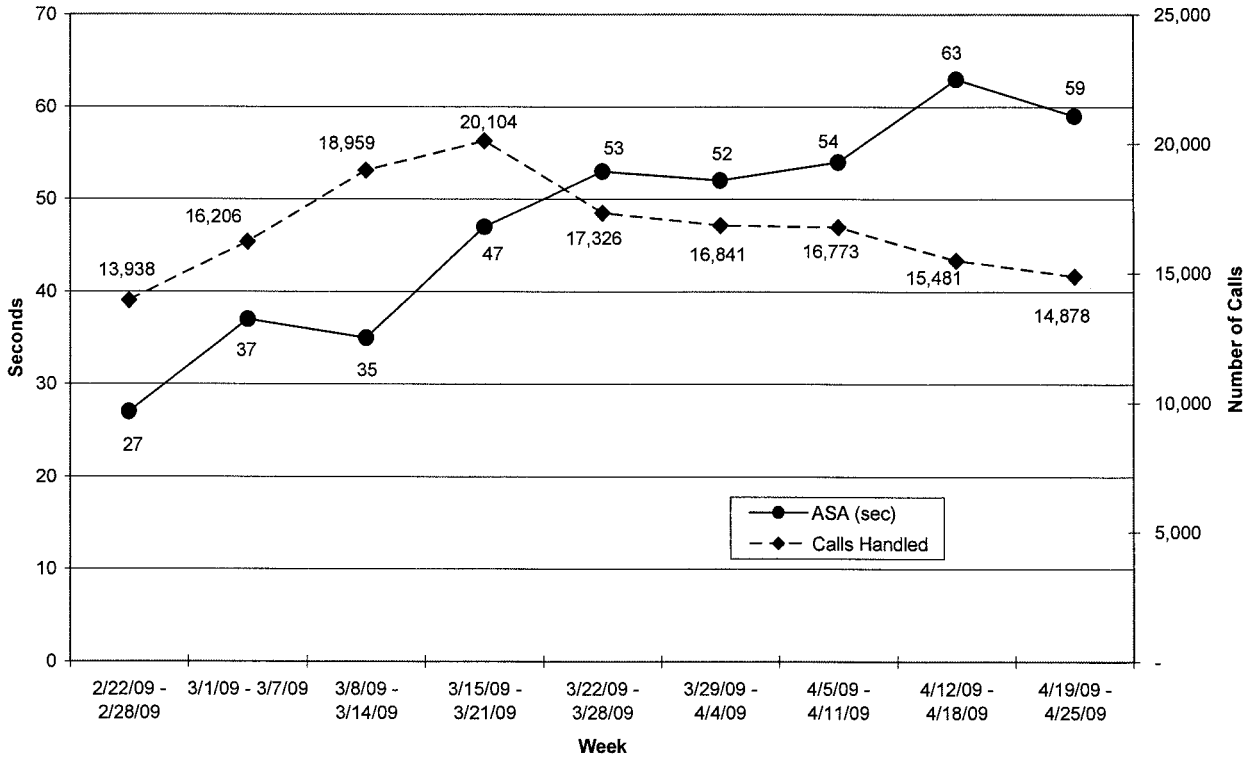


ATTACHMENT B



ATTACHMENT C

**Test (March 22, 2009 - April 25, 2009)
Average Speed of Answer and Calls Handled**





BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Newly Enacted State Statutes Related to Project Delivery

Highways Committee Meeting of June 15, 2009

Present: Directors Amante, Glaab, Green, Mansoor, Norby, and Pringle
Absent: Directors Cavecche and Dixon

Committee Vote


No action was taken on this item.

Staff Recommendation

Receive and file as an information item.



June 15, 2009

To: Highways Committee
From:  James S. Kenan, Interim Chief Executive Officer
Subject: Newly Enacted State Statutes Related to Project Delivery

Overview

In February 2009, the California Legislature passed a series of new laws related to project delivery as part of the state budget agreement to address the state's growing deficit. The new state statutes address streamlining of environmental and permit reviews, the authorization of alternate delivery methods such as public-private partnership, and design-build contracting.

Recommendation

Receive and file as an information item.

Background

In February 2009, the California Legislature passed the state budget after a record-long impasse over how to deal with the state's \$40 billion deficit. Negotiations on the final budget led to several changes to existing laws related to streamlining project delivery and allowing alternate means for delivery. Some of the revised state statutes on environmental and permit approval apply specifically to projects in Orange County. The authorization of the alternate delivery methods, such as public-private partnership (PPP) and design-build, will apply to projects to be identified in the future.

Discussion

The revised state statutes related to project delivery involve five elements. The first three elements relate to streamlining the environmental or permitting process to speed the approval of projects. The other two elements authorize the expanded use of alternate delivery methods, including PPP and design-build contracting. Each of these new elements is discussed on the next page.

California Environmental Quality Act Exclusions

The final budget agreement exempted eight transportation projects from the California Environmental Quality Act process. These exemptions will allow the listed projects to accelerate some elements of the environmental approval process. One of the projects listed is the widening of the Riverside Freeway (State Route 91) between the Costa Mesa Freeway (State Route 55) and Weir Canyon Road in Orange County. The original request to exempt this project from certain environmental processes was made during an early budget negotiation session held in November 2008. At this time, the environmental document for this project is complete and no further acceleration of the environmental process is needed.

Streamlined Project Permitting Processes

A new critical infrastructure permit review panel was also created to streamline the permit review process for ten specific projects. The panel will conduct public meetings which will include the attendance of permitting agencies with jurisdiction over a specific transportation project to streamline, resolve conflicts, and finalize permitting applications at the earliest date feasible. Three Orange County projects are included in the list of ten projects that qualify for these permit streamlining provisions.

- Orange Freeway (State Route 57), Katella Avenue to Lincoln Avenue
- State Route 91 (SR-91), State Route 55 (SR-55) to Weir Canyon Road
- SR- 91, Santa Ana Freeway (Interstate 5) to State Route 57 (SR-57)

The new provisions specify that a permitting application should be deemed complete by a permitting agency 15 days after receipt of the application from the California Department of Transportation (Caltrans) unless the permitting agency requests additional information. If the permitting agency does neither within the 15-day period, the permit is deemed complete. Overall, the permitting agency must act on a permit for a transportation project within 30 days after the permit application is deemed complete, pursuant to the above requirements. If the permitting agency fails to act within the 30-day time limit, the permit will be deemed approved by the permitting agency.

Fortunately, thus far, the permitting process on the three projects in Orange County has not been significantly impacted by the project permitting process. Staff will continue to monitor this situation and look for opportunities to apply the new project permitting time limits to the projects as delays are encountered.

Right-of-Way Acquisition Authority

The state budget also specifically grants the Orange County Transportation Authority (Authority) special right-of-way authority for the two projects listed below. The special rights allow the Authority to begin acquiring right-of-way from willing sellers before the environmental document has been certified. Current law would otherwise require that the environmental document be fully certified before right-of-way acquisition can begin. The two projects are:

- SR-57, Katella Avenue to Lincoln Avenue
- SR-91, Interstate 5 to SR-57

Caltrans will be acquiring the right-of-way for these two projects on behalf of the Authority. Staff will work with Caltrans to identify any full-take properties on the projects that have a willing seller and are consistent with the draft environmental documents. Then, if appropriate, Caltrans will use the new acquisition authorities to make early purchase offers to expedite project delivery.

Expanded PPP Authority

A significant provision included as part of the state budget was the unlimited authority for Caltrans and regional transportation planning agencies (RTPA), such as the Authority, to use PPP for transportation projects through January 1, 2017. Under existing law, authorization is given for four PPP demonstration projects in the state, specifically to improve goods movement. The revised state statute eliminates these limitations and no longer requires legislative approval of candidate PPP projects. This new authority would provide a mechanism for projects such as high-occupancy toll lanes on the San Diego Freeway (Interstate 405) to move forward should that option be a part of the final plan for the corridor.

To use these new provisions, either Caltrans or RTPA will need to apply to the California Transportation Commission (CTC) for PPP projects that will improve mobility or reduce vehicle hours of delay, improve the operation and safety of the corridor, and create air quality benefits for the region. Lease agreements completed under this authority are subject to specified public hearing and comment provisions. The legislation also requires protection against non-compete clauses and includes protections for claims and losses resulting from the agreement. For projects on the state highway system, Caltrans is the responsible agency for specified project development services and preparation of specified project documents. The use of design-build for procurement of these projects is authorized by the lessee or contracting entity.

The requirement that Caltrans is the responsible agency for project development services, such as preparing the environmental document, preparing preliminary designs and specifications, and performing all construction inspection, may be a significant concern for a private entity considering a PPP project. It remains to be seen whether a private firm or a sponsoring RTPA would wish for Caltrans to be in direct control of these elements of a potential private venture since these elements may have a significant impact on project costs and schedules.

At this time, the Authority has not identified potential projects for PPP development, although this option will now be considered when evaluating future needs and opportunities for transportation improvements in Orange County.

Expanded Design-Build Authority

Another significant revision to state statutes is the expanded use of design-build authority. Subject to the approval of the CTC, local transportation entities are authorized to use design-build for up to five projects statewide related to local streets and roads, bridges, tunnels, or public transit. In addition, Caltrans is authorized to utilize the same authority for up to ten state highway, bridge, or tunnel projects. Of the 15 projects, the projects must vary in regards to location, size, and type. Furthermore, the CTC must determine whether the design-build contract is to be awarded based on the lowest responsible bid or best value and must balance the use of the two methods.

To qualify, the project must be currently included in the State Transportation Improvement Program, Proposition 1B, Traffic Congestion Relief Program, or State Highway Operation and Protection Program. Furthermore, specified labor compliance standards and wage requirements must be followed. For a project where a design-build contract is awarded, the transportation entity is to submit a progress report to the CTC each year after the award. The CTC is also to establish a peer review committee to conduct an evaluation of the 15 projects selected to compare procurement methods, determine whether a project was delivered on time and on budget, and compare those findings to projects that used the traditional design-bid-build method of procurement.

Authority staff will monitor the CTC's development of policies for the five local design-build projects. Once those standards are developed, staff will evaluate if any future local projects planned by the Authority may benefit from the new design-build provisions. If so, the selection of each project will be brought to the Board of Directors for authorization.

The ten state highway design-build projects will be chosen and implemented by Caltrans. For these projects, Caltrans must prepare the environmental document, preliminary design, contract administration, and perform the construction inspection. Because of this requirement, the Authority cannot apply design-build strategies to the Renewed Measure M Early Action Plan state highway projects because private sector resources are being employed to deliver the projects. Staff will work with Caltrans to assess the value of using this approach on other state highway projects funded by the Authority.

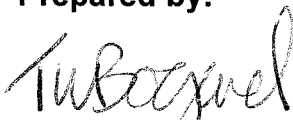
Summary

The California Legislature has recently approved changes to state law regarding project delivery processes. Staff will continue monitoring the implementing steps in applying these new standards to the Authority's capital development projects. Should any projects be considered for special handling under these new statutes, or any revisions to the statutes be proposed, these items will be brought to the Board of Directors for approval.

Attachment

None.

Prepared by:



Tom Bogard
Director, Highway Project Delivery
(714) 560-5918

Approved by:



Kia Mortazavi
Executive Director, Development
(714) 560-5741



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Cooperative Agreement with Discovery Science Center for a Pass Through of Local Funds for the Exchange of a Federal Transit Administration Section 5309 Discretionary Capital Earmark

Finance and Administration Committee meeting of May 13, 2009

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

Committee Discussion

The Finance and Administration Committee at their meeting on May 13, 2009, expressed concerns over the precedent being set regarding going beyond government agencies and aiding non-profit organizations, and suggested that the Authority have a clear policy previously developed upon which these types of proposals could be evaluated.


Staff Comments

Staff suggested that this item be deferred to address the Committee's concerns. Staff report has been updated accordingly.



June 22, 2009

To: Members of the Board of Directors

From:  James S. Kenan, Interim Chief Executive Officer

Subject: Cooperative Agreement with Discovery Science Center for a Pass Through of Local Funds for the Exchange of a Federal Transit Administration Section 5309 Discretionary Capital Earmark

Overview

The Orange County Transportation Authority is an eligible recipient of Federal Transit Section 5309 Discretionary Earmarks. Authorization is requested to file and execute a cooperative agreement with the Discovery Science Center for a pass through of local funds with the expectation of reprogramming a Federal Transit Administration Section 5309 Discretionary Capital Earmark for the Orange County Transportation Authority's use. The local funds are requested by the Discovery Science Center as reimbursement of costs incurred in developing a park and ride facility.

Recommendation

Authorize the Interim Chief Executive Officer to execute Cooperative Agreement No. C-9-0431 between the Orange County Transportation Authority and Discovery Science Center, in the amount of \$297,000, to exchange local funds for a Federal Transit Administration Section 5309 Discretionary Capital Earmark through June 30, 2010.

Discussion

The Discovery Science Center has been awarded a grant from the Federal Transit Administration (FTA) Section 5309 Discretionary Capital Earmark. The Orange County Transportation Authority (OCTA) will give Discovery Science Center local funds with the expectation of reprogramming a Federal Transit Administration Section 5309 Discretionary Capital Earmark in an equivalent amount for OCTA's use. The Discovery Science Center will reimburse OCTA interest charges upon reprogramming of the earmark based on OCTA's short-term portfolio investment rate. Interest charges are based on the date of

payment of the approved reprogramming by Congress. Should the reprogramming be denied by Congress, Discovery Science Center will be required for payment in full of all applicable principal and interest charges to OCTA.

This action should not be construed as setting a policy precedent for the Board of Directors. As a standard practice, OCTA will not support any efforts by non-profit agencies to seek federal transit earmarks in the future. This action should be considered a one-time exception to this standard practice in an effort to ensure that the funds related to this particular earmark stay within Orange County to provide reimbursement for the construction of a park and ride facility.

Fiscal Impact

There is no net financial impact to OCTA. Local funds will be equivalent to the reprogramming of the Federal Transit Administration Section 5309 Discretionary Capital Earmark. Interest charges will apply until Congress has approved reprogramming of the earmark. Revenues and expenditures are budgeted in the Orange County Transit District fund and are included in the OCTA's Fiscal Year 2008-09 Budget.

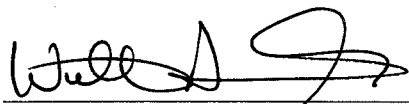
Summary

Staff requests Board of Directors approval to execute this cooperative agreement between the Discovery Science Center and the Orange County Transportation Authority for the pass through of local funds with the expectation of reprogramming a Federal Transit Administration Section 5309 Discretionary Capital Earmark for the Orange County Transportation Authority's use. This payment to the Discovery Science Center allows them to get reimbursed for costs incurred in developing a park and ride facility.

Attachment

- A. Cooperative Agreement No. C-9-0431 Between Orange County
Transportation Authority and Discovery Science Center

Prepared by:

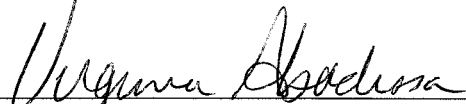


William Dineen, Jr.
Financial Planning and Analysis
Section Manager III
(714) 560-5917

Approved by:



Kenneth Phipps
Acting Executive Director,
Finance and Administration
(714) 560-5637



Virginia Abadessa
Director, Contracts Administration
and Materials Management
(714) 560-5623

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COOPERATIVE AGREEMENT NO. C- 9-0431

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

DISCOVERY SCIENCE CENTER

THIS AGREEMENT, is effective this ____ day of _____, 2009, 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 Discovery Science Center, 2500 North Main Street Santa Ana, California 92705, a municipal corporation (hereinafter referred to as "CENTER").

RECITALS:

WHEREAS, the CENTER was established in 1984 when the boards of the Exploratory Learning Center and the Experience Center joined and formed the Discovery Museum of Orange County (DMOC); and

WHEREAS, the CENTER is a nonprofit organization dedicated to educating young minds, assisting teachers and increasing public understanding of science, math and technology through interactive exhibits and programs; and

WHEREAS, Individuals, foundations, corporations, and the local, state and federal governments have all provided major funding to the CENTER; and

WHEREAS, CENTER has a Federal Transit Administration (FTA) Section 5309 Discretionary Capital earmark; and

WHEREAS, AUTHORITY is responsible for reprogramming FTA Section 5309 Discretionary Capital earmark and is the designated recipient for the FTA Section 5309 Discretionary Capital funds; and

WHEREAS, AUTHORITY has agreed to provide CENTER with payment of funds for capital services; and

1 WHEREAS, CENTER has agreed to reimburse AUTHORITY upon reprogramming of earmark
2 with interest charges at the AUTHORITY'S short-term portfolio investment rate; and

3 WHEREAS, CENTER has agreed to reimburse AUTHORITY with payment of applicable
4 principal and interest charges should the FTA Section 5309 Discretionary Capital earmark be denied for
5 reprogramming; and

6 WHEREAS, AUTHORITY and CENTER agree to comply with all provisions required for
7 payment of funds and agree to all terms and conditions set forth in this Agreement; and

8 WHEREAS, AUTHORITY'S Board of Directors has reviewed and approved the execution of this
9 Cooperative Agreement on _____, 2009.

10 NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CENTER as
11 follows:

12 **ARTICLE 1. COMPLETE COOPERATIVE AGREEMENT**

13 This Agreement, including all exhibits and documents incorporated herein and made applicable
14 by reference, constitutes the complete and exclusive statement of the terms and conditions of the
15 Agreement between AUTHORITY and CENTER concerning the payment of funds and supersedes all
16 prior representations, understandings and communications between the parties. The above-
17 referenced Recitals are true and correct and are incorporated by reference herein.

18 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

19 AUTHORITY agrees to the following responsibilities:

20 A. AUTHORITY shall pay CENTER the amount of Two Hundred Ninety Seven
21 Thousand Dollars (\$297,000.00) for one (1) fiscal year commencing Fiscal Year 2009.

22 B. AUTHORITY shall pay CENTER within 30 calendar days of receipt of an
23 acceptable invoice, which invoice shall be sent by CENTER as soon as practicable.

24 1. AUTHORITY shall request a timely reimbursement from CENTER with
25 payment of applicable principal and interest charges in the event that the FTA Section 5309
26 Discretionary Capital earmark is denied for reprogramming.

1 2. AUTHORITY shall adjust the per annum interest rate annually to be equal
2 to the yield of AUTHORITY'S short-term portfolio as of June 30 each year, which shall not
3 exceed the yield on the Merrill Lynch 1 - 3 year Treasury Index plus 5%. Immediately
4 following the annual period (July through June), the interest due will be determined by the per
5 annum interest rate multiplied by the outstanding principal balance and accrued interest based
6 on the twelve months.

7
8 C. AUTHORITY shall reprogram the FTA Section 5309 Discretionary Capital
9 earmark to an AUTHORITY approved capital project.

10 D. AUTHORITY shall indemnify, defend and hold harmless CENTER, its officers,
11 directors, employees and agents from and against any and all claims (including attorney's fees
12 and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries,
13 including death, damage to or loss of use of property caused by the negligent acts, omissions or
14 willful misconduct by CENTER, its officers, directors, employees or agents in connection with or
15 arising out of the performance of this Agreement.

16 **ARTICLE 3. RESPONSIBILITIES OF CENTER**

17 CENTER agrees to the following responsibilities:

18 A. CENTER shall not apply to the federal government for any grants for financial
19 assistance with respect to the FTA Section 5309 Discretionary Capital earmark being reprogrammed
20 by AUTHORITY, as stated above.

21 B. CENTER agrees to cooperate fully with AUTHORITY staff and its representatives
22 during the payment of funds.

23 C. CENTER shall provide an invoice to AUTHORITY.

24 1. CENTER shall reimburse AUTHORITY with interest charges at the
25 AUTHORITY short-term portfolio investment rate once earmark is reprogrammed.
26

1 2. In the event that the FTA Section 5309 Discretionary Capital earmark is
2 denied for reprogramming, CENTER shall reimburse AUTHORITY with payment of applicable
3 principal and interest charges in a timely manner.

4 3. The per annum interest rate shall be adjusted annually to be equal to the
5 yield of AUTHORITY'S short-term portfolio as of June 30 each year, which shall not exceed
6 the yield on the Merrill Lynch 1 – 3 year Treasury Index plus 5%. Immediately following the
7 annual period (July through June), the interest due will be determined by the per annum interest
8 rate multiplied by the outstanding principal balance and accrued interest based on the twelve
9 months.

10 D. CENTER shall indemnify, defend and hold harmless AUTHORITY, its officers,
11 directors, employees and agents from and against any and all claims (including attorney's fees and
12 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
13 death, damage to or loss of use of property caused by the negligent acts, omissions or willful
14 misconduct by CENTER, its officers, directors, employees or agents in connection with or arising out
15 of the performance of this Agreement.

16 **ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

17 All parties agree to the following responsibilities:

18 A. This Agreement shall continue in full force and effect through June 30, 2010. This
19 Agreement may only be extended upon mutual agreement by both parties. The amount of local
20 funding assistance to be provided by AUTHORITY will be based on the amount of the Federal
21 capital grant available to Orange County at the time a new cooperative agreement is negotiated.

22 B. This Agreement shall not be terminated without mutual agreement of both parties.
23 Termination shall occur given a ninety (90) days written notice.

24 C. This Agreement may be amended in writing at any time by the mutual consent of
25 both parties. No amendment shall have any force or effect unless executed in writing by both
26 parties.

1 D. The persons executing this Agreement on behalf of the parties hereto warrant that
 2 they are duly authorized to execute this Agreement on behalf of said parties and that, by so
 3 executing this Agreement, the parties hereto are formally bound to the provisions of this
 4 Agreement.

5 E. All notices hereunder and communications regarding the interpretation of the
 6 terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in
 7 person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed
 8 as follows:

To CENTER:	To AUTHORITY:
Discovery Science Center	Orange County Transportation Authority
2500 North Main Street Santa Ana, California 92705	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Joe Adams President (714) 913-5006; jadams@discoverycube.org	Attention: Kathy Peale Senior Contract Administrator (714) 560-5609; kpeale@octa.net
	C: William Dineen, Section Manager, Finance Planning and Analysis

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21 F. The headings of all sections of this Agreement are inserted solely for the
 22 convenience of reference and are not part of and not intended to govern, limit or aid in the
 23 construction or interpretation of any terms or provision thereof.

24 G. The provision of this Agreement shall bind and inure to the benefit of each of the
 25 parties hereto and all successors or assigns of the parties hereto.

26 H. 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,

1 the remainder to this Agreement shall not be affected thereby, and each term, provision,
2 covenant or condition of this Agreement shall be valid and enforceable to the fullest extent
3 permitted by law.

4 I. This Agreement may be executed and delivered in any number of counterparts,
5 each of which, when executed and delivered shall be deemed an original and all of which
6 together shall constitute the same agreement. Facsimile signatures will be permitted.

7 J. Either party shall be excused from performing its obligations under this
8 Agreement during the time and to the extent that it is prevented from performing by an
9 unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood;
10 acts of God; commandeering of material, products, plants or facilities by the federal, state or
11 local government; national fuel shortage; or a material act or omission by the other party; when
12 satisfactory evidence of such cause is presented to the other party, and provided further that
13 such nonperformance is unforeseeable, beyond the control and is not due to the fault or
14 negligence of the party not performing.

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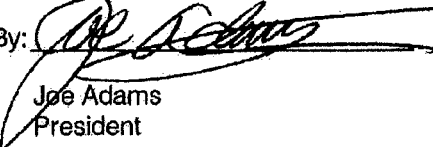
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This Cooperative Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement No. C-9-0431 to be executed on the date first above written.

DISCOVERY SCIENCE CENTER

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 
Joe Adams
President

By: _____
James S. Kenan
Interim Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVED:

By: _____

By: _____

Kenneth Phipps
Acting Executive Director
Finance and Administration



BOARD COMMITTEE TRANSMITTAL

June 22, 2009

To: Members of the Board of Directors
From: ^{WKC} Wendy Knowles, Clerk of the Board
Subject: Bravo! Program Update

Transit Committee Meeting of June 11, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, and Winterbottom
Absent: Director Pulido

Committee Vote


No action was taken.

Staff Recommendation

Receive and file as an information item.



June 11, 2009

To: Transit Committee
From:  James S. Kenan, Interim Chief Executive Officer
Subject: Bravo! Program Update

Overview

As part of the Orange County Transportation Authority Board of Directors approved Ten Strategic Initiatives in 2002, the Bravo! program is a required Transportation Control Measure which will help meet air quality conformity requirements in the South Coast Air Basin in 2010. In 2005, the Board of Directors approved the implementation strategy and in June 2007, the implementation plan which defined the components and implementation timelines for the three corridors within the program. As identified funding sources continue to decrease and become constrained, adjustments to the construction timeframes for the program components as well as the recommended service implementation dates and operation levels are required.

Recommendation

Receive and file as an information item.

Background

In April 2002, the Bravo! program began as a demonstration project as part of the Board of Directors (Board) approved Ten Strategic Initiatives with the implementation of service on two corridors – Harbor Boulevard and Westminster Avenue/17th Street. In October 2005, the Bristol Street/State College Boulevard corridor, the third corridor, was identified as part of a replacement Transportation Control Measure (TCM) package to provide emissions reductions equivalent to those attributed to the discontinued CenterLine Light-Rail Project. The implementation of all three Bravo! corridors are required TCMs to meet air quality conformity requirements in the South Coast Air Basin as included in four plans: the 2008 Southern California Association of Governments Regional Transportation Plan, the 2008 Regional Transportation Improvement Plan, the 2007 Air Quality Management Plan prepared by the South Coast Air Quality Management District, and the State

Implementation Plan. In reference to the discontinuation of The CenterLine project, the Orange County Transportation Authority (Authority) has made commitments to the state and federal government for equivalent emissions reductions in 2010 that include the implementation of the Bravo! services as one TCM package to meet the same implementation timeframe and geographic area.

Discussion

As a result of the discontinuation of The CenterLine Project in October 2005, the implementation of the Bravo! program has been under development for the primary purpose of meeting regional air quality conformity requirements in the South Coast Air Basin in 2010. Within the Bravo! program, the three Bravo! corridors to be implemented by late 2010 are the Harbor Boulevard corridor, Westminster Avenue/17th Street corridor, and the Bristol Street/State College Boulevard corridor, as shown in Attachment A. Past Board-approved actions that have helped define the Bravo! program can be found in Attachment B.

Adopted Components

The Bravo! Implementation Strategy and Plan are key documents which outline and define the Board-approved Bravo! components and required procurements to move the program through the current design phase and into operation. The adopted components are as follows:

- Unique vehicle branding
- Shelters/stations
- Real-time passenger information system (RTPIS)
- Traffic signal synchronization (TSS)
- Preliminary design for transit signal priority (TSP)

With the initiation of the project approval/environmental document (PA/ED) phase in February 2006, funding to support this phase as well as the design phase which began in December 2007, was obtained from the State Transportation Improvement Program (STIP) and the Federal Transit Administration (FTA) Section 5309 Capital Program funds. With funding secured, two contracts were awarded in May and June 2008 to support the design of the architectural, engineering, and technology components listed above. The design phase is within budget and fully funded with expected completion in December 2009. At that time, the designs for the adopted components will be "shelf-ready" to begin construction activities within the construction phase which is currently unfunded.

Program Changes – Funding Status

In November 2005, the Board approved a projected expenditure plan of \$133 million for the development of a bus rapid transit program. In June 2007, the Board approved a refined budget of \$126.6 million to implement the program. Since that time due to changes in the purchase of rolling stock and scope, the budget was reduced to \$67 million. At this time, the program budget is estimated at \$20 million as a result of further scope reductions and changes and unavailable construction funding. Additional details regarding the funding history and status can be found in Attachment C.

Program Changes – Adopted Components

Recently, the RTPIS component under the technology contract has been cancelled. Staff is exploring other methods to implement a RTPIS for the Bravo! program by utilizing the radio upgrade project and the regional 511 Interactive Voice Response (IVR) project which are both underway. By using Bravo! as a starting point, real-time passenger information may be available throughout the bus system at a later date.

In regards to the construction phase, the funding to support the branding of the vehicles and the installation of TSS is available through FTA Section 5309 capital program funds. Staff is actively seeking funding from a federal grant to support the installation of the RTPIS components. Federal funds may be available in the future to support the construction of Bravo! shelters, stations, and additional features such as electronic real time information displays.

As of this date, Bravo! components to be implemented in 2010 on all three corridors include Bravo! branded vehicles, static Bravo! signage at bus stops, and TSS. In addition, scheduled arrival and/or departure time information will be available in concert with the current 511 IVR project implementation timeframe. After 2010, unfunded remaining components as described in the paragraph above can be incorporated pending future funding availability.

Program Changes - Implementation Schedule and Service Operation

In preparation for the implementation of the first corridor, the Authority Board conducted a public hearing on December 8, 2008, to receive public input and comments regarding the proposed implementation of Route 543 Bravo! service on Harbor Boulevard, the first of three corridors to be implemented. Following the public hearing, staff returned to the Transit Committee and the Board in January 2009. Then, staff traveled to the York Region of Toronto, Ontario to evaluate the VIVA bus rapid transit system to respond to questions and

comments raised at the public hearing, as well as provide additional information with regard to the Bravo! program. Staff responses to questions and comments raised at the hearing can be found in Attachment D. Information regarding travel time comparisons among car, Bravo!, and local bus within the Harbor Boulevard corridor can be found in Attachment E.

Due to the economic downturn and its impact on transit operating funds, the implementation date is now proposed for June 2010 instead of the previously proposed June 2009 date as stated at the public hearing. For the Westminster Avenue /17th Street corridor, the implementation date is planned for September 2010. The implementation date for the Bristol Street/State College Boulevard corridor is planned for December 2010, the latest that the Bravo! program can be implemented to comply with air quality requirements. Staff will be integrating the Bravo! services with the underlying bus services to minimize costs. In addition, staff is proposing to use approximately \$8 million of Congestion Mitigation and Air Quality (CMAQ) funds to help operate the Bravo! services over its first three years. A Board item on this will be presented for consideration in the near future. Public hearings will be conducted in the future prior to the implementation of the second and third corridors.

Next Steps

In regards to next steps in the Bravo! program, staff will be conducting the following efforts:

- Complete a report on the public hearing for the implementation of Route 543 on the Harbor Boulevard corridor
- Identify possible funding sources to support unfunded components critical to program success
- Continue to explore operating funding options
- Prepare for future public hearings for the remaining Bravo! services
- Conduct quarterly updates for the Board through the implementation of each corridor and other components of the program

Summary

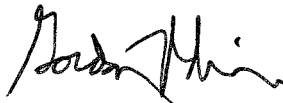
The Bravo! program is one of the Authority's Board-approved initiatives. All of the lines are required Transportation Control Measures; the third corridor was added with the discontinuation of The CenterLine Light-Rail Project to meet air quality conformity requirements in the South Coast Air Basin in 2010. As a result of changes in capital and transit operating funding, the status of the adopted components, implementation dates, and service operating levels

within the Bravo! program continues to be modified to ensure Authority air quality compliance through the implementation of the Bravo! services.

Attachments

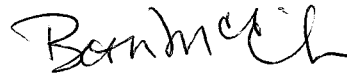
- A. Bravo! Corridors
- B. Board of Directors – Key Actions
- C. Funding History and Status
- D. Public Hearing Comments and Responses
- E. Travel Time Comparison and Transportation Modes Local Bus Service, Route 543 Bravo! Service, and Automobile Modes

Prepared by:



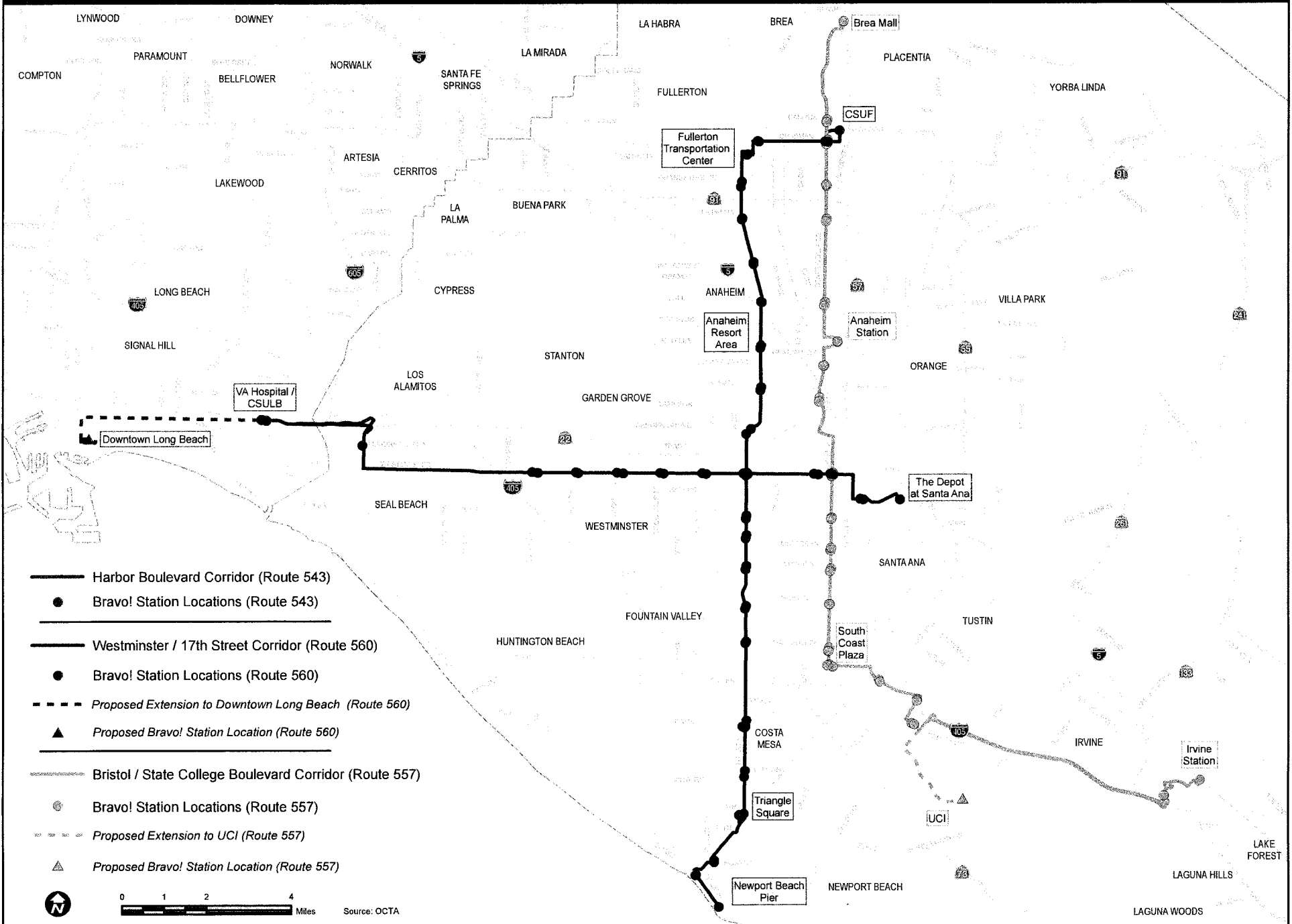
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Bravo! Corridors



- Harbor Boulevard Corridor (Route 543)
- Bravo! Station Locations (Route 543)
- Westminster / 17th Street Corridor (Route 560)
- Bravo! Station Locations (Route 560)
- - - Proposed Extension to Downtown Long Beach (Route 560)
- ▲ Proposed Bravo! Station Location (Route 560)
- Bristol / State College Boulevard Corridor (Route 557)
- Bravo! Station Locations (Route 557)
- - - Proposed Extension to UCI (Route 557)
- ▲ Proposed Bravo! Station Location (Route 557)



Source: OCTA

Board of Directors – Key Actions

Date	Action
April 2002	Bravo! Demonstration Project
October 2005	Bravo! Implementation Strategy and the contract award of the program management consultants (PMC) to support five-year rapid transit program
June 2007	Bravo! Implementation Plan with defined components including branded vehicles, shelters, real-time passenger information system (RTPIS), traffic signal synchronization (TSS), and preliminary design for transit signal priority (TSP)
October 2007	Amendment to PMC contract for option term one
November 2007	Bravo! branding concept
January 2008	Contract award to provide design services for bus stop enhancements for shelters and stations
February 2008	Contract award to provide design, furnish, installation, and testing services for Intelligent Transportation Systems (ITS) or RTPIS, TSS, and preliminary design services only for TSP
August 2008	Contract award to conduct Fare Integration Study in regards to fare collection methods
December 2008	Conduct public hearing for the Harbor Boulevard corridor

Funding History and Status

Date	Estimated Budget	Program Components
November 2005	\$133 Million	<ul style="list-style-type: none">• Projected Expenditure Plan
June 2007	\$126.6 Million	<ul style="list-style-type: none">• BRT Rolling Stock (78 Vehicles-New Fleet)• Vehicle Branding• Design and Construction for Real-time Passenger Information System (RTPIS)• Design and Construction for Transit Signal Priority (TSP)• Design and Construction for Enhanced Shelters/Civil Modifications• IBC Rolling Stock (12 Vehicles)• Project Management Consultant (PMC) Services for Design and Construction
March 2008	\$67 Million	<ul style="list-style-type: none">• Vehicle Branding (92 Vehicles - Existing Fleet)• Design and Construction for RTPIS• Design and Construction for Traffic Signal Synchronization (TSS)• Preliminary Design for TSP• Design and Construction for Enhanced Shelters/Civil Modifications• IBC Rolling Stock (12 Vehicles)• PMC Services for Design and Construction
May 2009	\$20 Million	<ul style="list-style-type: none">• Vehicle Branding (51 Vehicles - Existing Fleet)• Design for Real-time Passenger Information System• Design and installation for Traffic Signal Synchronization (TSS)• Preliminary Design for TSP• Design for Enhanced Shelters/Civil Modifications• PMC Services for Design

Public Hearing Comments and Responses

Board Comments

At the public hearing, staff received the following comments from the Board. Staff has provided a response below each comment.

1. What air quality conformity requirements are we required to meet? Are we required to achieve a certain amount of ridership?

With the discontinuation of the 8-mile CenterLine Light-Rail Transportation Control Measure (TCM) Project in 2005, the Southern California Association of Governments (SCAG) required a replacement TCM to provide equivalent or greater emission reductions by the end of 2010, while meeting all TCM substitution requirements specified in the 2007 South Coast Air Quality Management Plan and State Implementation Plan. In reference to the Bravo! program, the Authority committed to implementing the Bristol Street/State College Boulevard corridor from Brea Mall to Irvine Station as one of four replacement TCM projects in 2010. The Harbor Boulevard corridor (Route 543) and the Westminster Avenue/17th Street corridor are also committed TCMs in the 2007 Air Quality Management Plan prepared by the South Coast Air Quality Management District and the State Implementation Plan.

Other Board-approved elements including vehicle branding, shelters, and technology enhancements are not committed as part of the Bravo! TCM projects. The Authority is not committed to meeting a specific ridership or service level for air quality conformity purposes.

2. Why are the stops where they are and why are there so many?

To be an effective bus system within our service area, individual transit lines must be coordinated if the overall system is to be usable by riders. Connections at transfer points provide riders with a method to travel within the bus system. With over two-thirds of our daily ridership boarding more than one route each day, riders rely on transfer connections to reach destinations within the system.

The Route 543 proposed Bravo! stops are located at major east-west connection points where other Authority bus routes intersect with the proposed Bravo! service. As a final recommendation to complete the public hearing, there are 42 stops proposed, approximately 21 in each direction. The stops are limited to locations where high ridership exists and provides an opportunity for existing riders to reduce their travel time while creating convenient connection opportunities for new riders. The number of Bravo! stops proposed is far fewer than the number served by companion local Route 43 which stops at approximately 130 stops between Fullerton Transportation Center (FTC) and Triangle Square in Costa Mesa. Route 543 is planned to serve 32 stops between the same two points, only 25 percent of the number served by local Route 43. Ten more stops will be served along the route segments between the FTC and Cal State Fullerton and between Triangle Square and Newport Beach. As noted in the report, Route 543

will service stops an average of 1.2 miles apart which is considerably wider than the 1/4 mile average for local bus stops, and wider than the 3/4 mile distance between typical Metro rapid bus stops in Los Angeles. The wide stop spacing on Route 543 will directly result in a reduction in travel time between station stops and terminal points as compared to our local bus services.

Finally, the stop count for the Authority's proposed Bravo! service includes the terminals at the ends of the route. Excluding these locations, the number of intermediate stops is only about 19 in each direction. Given the long one-way route length of about 22 miles, the number of proposed stops is not excessive.

3. What is the average boarding time per passenger and the amount of time required to board a wheelchair passenger?

The estimated time for about 10-15 ambulatory riders to board the bus ranges from between 30 to 45 seconds. The amount of time required for a rider to board paying cash is about 4 seconds. If a rider is purchasing a day pass on the bus, this one-time process may take up to 15 seconds; however, a rider can swipe a pre-paid day pass in less than one second. The average amount of time required to board a wheelchair rider is about 3 minutes, but additional time may be required if an operator is having difficulty.

4. What about off-board fare collection or at least passes only?

The implementation of an off-board fare collection system requires the design, furnish, and installation of capital infrastructure, as well as operating, maintenance and enforcement resources to prevent fare evasion. At this time, a consultant is conducting a fare integration study which will provide the Authority with additional information on various fare policies to consider along with the implementation of advanced fare technology, which may include the use of smart cards in support of an integrated regional system to include the Authority's fixed route service, Metrolink, and other local transportation programs. In the future, the Board will be presented with recommendations from the study.

In addition to efforts underway with the fare integration study, staff is currently studying operational methods and related fiscal impacts of potential travel time savings options related to boarding activity. To further reduce boarding time and travel time, staff is investigating the possibility of promotional fares and the use of passes only to board Route 543. By way of comparison, on local Route 43, approximately 70 percent of riders board using passes in lieu of cash. Although the use of more passes results in a reduction of boarding time due to less interaction with the farebox and/or operator, new potential enforcement situations between the operator and riders will require further study. For example, an existing or new rider requiring only roundtrip travel may choose to pay with cash as this would total \$3.00 which is a lower cost as compared to the \$4.00 one-day pass.

In regards to a possible near-term strategy related to off-board fare collection which would avoid operator and rider conflicts, staff are in discussions with the Anaheim Transportation Network to evaluate the possibility of utilizing existing ticket vending

machines to issue OCTA fare media at station stop locations within the resort area. Other operational methods including rear-door boarding using on-board validators are under study. If this type of operating strategy is implemented, fare enforcement activities are typically used to monitor the appropriate use of passes and to enforce payment.

In reviewing other existing fare enforcement practices, Metrolink currently contracts with the Sheriff's Department and other personnel at an annual cost of over \$500,000 to enforce proof-of-payment by checking an average of 120,000 riders per month across the commuter rail system to achieve an average weekday daily fare evasion rate of 0.08 percent. The majority of the fare evasion is found during the off-peak and weekend periods. This cost includes training and the use of vehicles but does not include costs for the operations and maintenance of off-board ticket vending machines.

In reference to the VIVA bus rapid transit system in the York Region near Toronto, Ontario, fare enforcement practices to support off-board fare collection includes a staff of 27 fare enforcement inspectors, constables, and dispatchers at \$3,200,000 per year (Canadian dollars) to check 3 percent of the daily ridership to achieve a fare evasion rate of 2.8 percent according to York Region Transit staff. In addition, in order to provide adequate security at the off-board fare collection locations, York Region Transit recommends the installation of cameras to deter vandalism. Although the revenue generated from fines is about \$220,000 (Canadian dollars) per year, the cost to enforce fare payments is much greater.

In using Metrolink as an example, if the Authority were to implement off-board fare collection and conduct similar fare enforcement activities on Route 543 through the Sheriff's Department, the estimated annual cost could be higher than Metrolink's costs as each Route 543 trip would require one officer unless a select number of trips are identified or point checks are randomly performed along the route which may help reduce costs but result in a less effective enforcement process.

5. Explain what we're doing with traffic signals in reference to traffic signal synchronization and transit signal priority.

As similar to the completed traffic signal synchronization projects on Euclid Street and Oso Parkway, traffic signal synchronization enhancements will allow vehicles, cars, and buses to travel through coordinated intersections within the three planned Bravo! corridors. Upon full implementation in December 2010, estimated travel time savings may improve by an additional 4 to 7 minutes within each corridor.

In regards to transit signal priority, staff is only completing a 30 percent preliminary design effort with this traffic improvement which is solely designed for buses to travel through intersections on either an early green or extended green signal. Upon future implementation pending city agency and Board approval, additional travel time savings above the traffic signal synchronization enhancements would be achieved within each corridor. If city agencies do not agree with the installation of transit signal priority, then this enhancement will not be implemented within the jurisdiction of the agency.

6. Are we replacing shelters in cities where a common theme exists?

With over 80 meetings with 14 agencies (Anaheim, Brea, Caltrans, Costa Mesa, County of Orange, Fountain Valley, Garden Grove, Irvine, Long Beach, Long Beach Transit, Newport Beach, Orange, Santa Ana, Seal Beach, and Westminster) conducted in 2008 and 2009, staff is continuing to work closely with city agency staff within the Public Works Departments in regards to the potential replacement of existing bus shelters as well as the placement of new shelters at the proposed stop locations. Based on the request of each agency, new Bravo! bus shelters may or may not be designed and/or constructed at stop locations.

7. Have we sought private partners to pay for our shelters?

Staff has contacted Clear Channel Outdoor, an advertising company at existing bus shelters in Orange County, the company has no interest in paying for the Bravo! shelters.

8. Why are we not contracting BRT to an operator as in the York Region with the VIVA service?

The Authority currently contracts a portion of its fixed route bus service. Due to service reductions and limitations in existing labor agreements, there is no plan to contract additional bus services at this time.

9. Describe plans for BRT service between Tustin and the Laguna Niguel/Mission Viejo Metrolink station.

At this time, the Authority has not developed plans to provide Bravo! service between Tustin and the Laguna Niguel/Mission Viejo Station.

Public Comments

During the public review period, the Authority received public comments from two individuals regarding the proposal.

1. One individual supported the implementation of new Route 543 Bravo! service stating support for the full implementation of features including automatic ticket vending machines and dedicated lanes in reference to the Santa Clara Valley Transportation Authority's Route 522 BRT service. In addition, although not related to Route 543, the individual suggested placing a stop for the proposed Bristol Street/State College Boulevard corridor at the University of California, Irvine campus since the buses are currently impacted with many riders due to increased student housing on and near the university which may attract more ridership for the Bravo! program.

In response to the comment regarding the recommendation of a full implementation of the Bravo! components including automatic ticket vending machines and dedicated

lanes, a consultant is conducting a fare integration study which will provide the Authority with additional information on various fare policies to consider along with the implementation of advanced fare technology. As the Board has decided Bravo! service will operate within mixed-flow traffic within the three planned corridors, the option of using dedicated lanes is not within the current program.

In response to the comment regarding a request for additional service to the University of California, Irvine campus, a Bravo! station stop at the university campus is under consideration as part of the proposed Bristol Street/State College Boulevard corridor implementation. This issue will be brought to the Board at a later date.

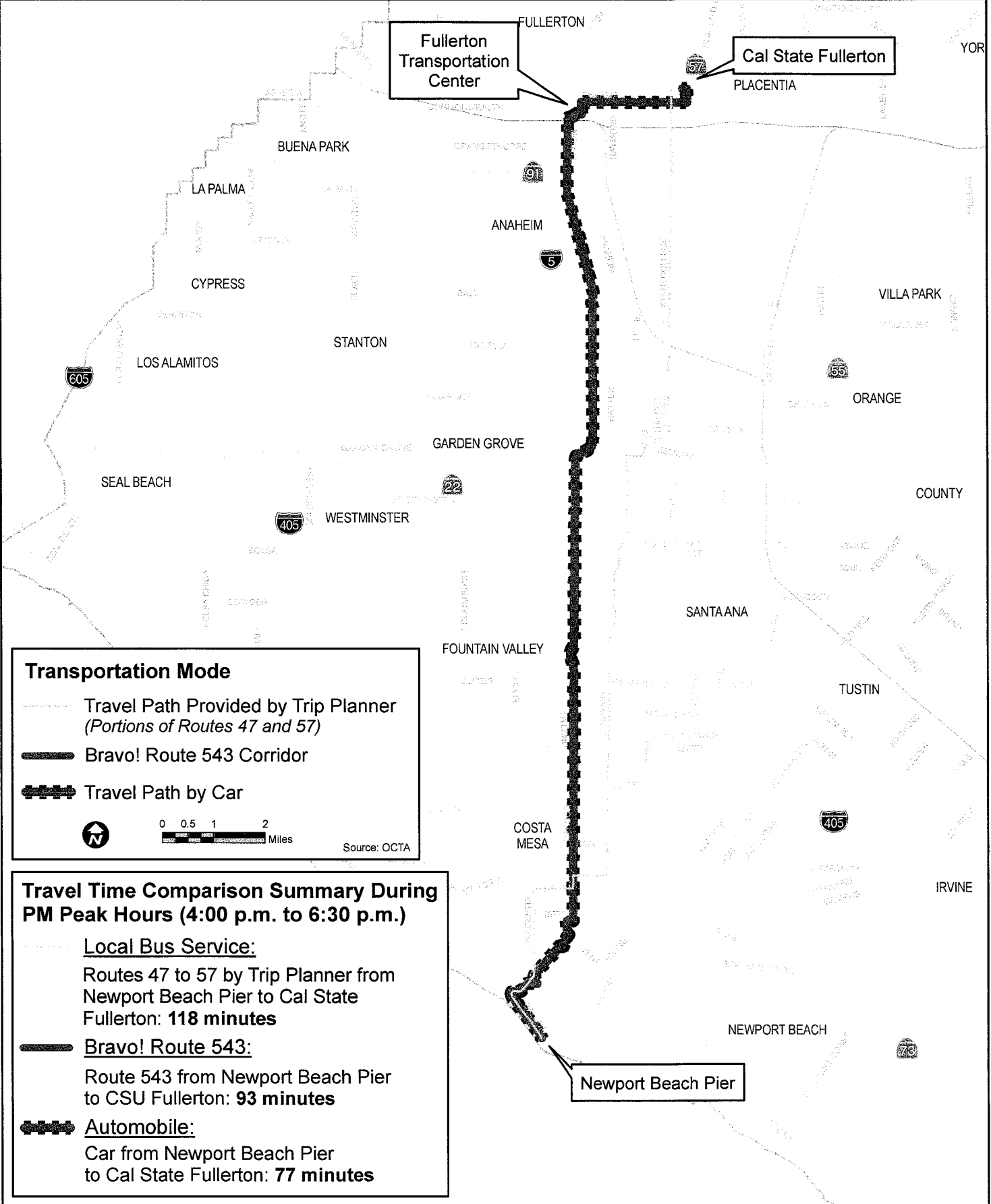
2. The other individual expressed interest for additional information regarding new Route 543, which included a timetable for the proposed stops on Harbor Boulevard in regards to measuring travel time. In addition, this individual stated concerns regarding noise pollution with a request to stop service at various times of the day and asked for clarification of which laws the Bravo! buses must conform to.

In response to the public comment requesting timetable information for Route 543, this information will be available two weeks in advance of the implementation date of the service as part of the June 2010 service change program. With respect to the environmental concerns expressed by the respondent, the proposed Bravo! service will be in conformance with the guidelines and criteria under the Federal Transit Administration regulations established in 23 Code of Federal Regulations 771 and in accordance with the Society of Automotive Engineers International (SAE) Standard J366.



Travel Time Comparison and Transportation Modes

Local Bus Service, Route 543 Bravo! Service, and Automobile Modes



Transportation Mode

Travel Path Provided by Trip Planner
(Portions of Routes 47 and 57)

Bravo! Route 543 Corridor

Travel Path by Car



0 0.5 1 2 Miles

Source: OCTA

Travel Time Comparison Summary During PM Peak Hours (4:00 p.m. to 6:30 p.m.)

Local Bus Service:

Routes 47 to 57 by Trip Planner from Newport Beach Pier to Cal State Fullerton: **118 minutes**

Bravo! Route 543:

Route 543 from Newport Beach Pier to CSU Fullerton: **93 minutes**

Automobile:

Car from Newport Beach Pier to Cal State Fullerton: **77 minutes**

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