

Date: Monday, November 23, 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, November 23, 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

Vice Chairman Amante

Pledge of Allegiance

Director Brown



BOARD AGENDA

ACTIONS

Special Matters

1. Special Recognition for Thirty Years of Safe Driving

Present an award to Coach Operator Forest Long for achieving thirty years of safe driving.

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

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2009-62, 2009-63, 2009-64 to Robert Floyd, Coach Operator; Carlos Hernandez, Maintenance; and Dan Phu, Administration, as Employees of the Month for November 2009.

3. Approval of March 2010 Service Change Program

Scott Holmes/Beth McCormick

Overview

On October 26, 2009, the Orange County Transportation Authority Board of Directors conducted a public hearing to receive public input on proposed bus service changes for the March 2010 service change program which would be a reduced level of service. This report summarizes the comments received through the public outreach process including the public hearing and outlines the proposed service reduction. At the October 28, 2009, Finance and Administration Committee meeting, updated revenue information for bus services funding was presented and committee members discussed the possibility of deferring a portion of the 300,000 annual revenue vehicle hour reduction planned for the March 2010 service change. On November 2, 2009, the Executive Committee considered this issue. In support of these discussions, staff has prepared a recommendation for a service reduction of approximately 150,000 annual revenue vehicle hours in March 2010 with an additional 150,000 annual revenue vehicle hour reduction to be implemented if additional transit funds do not become available either through the state budget for fiscal year 2010-11 or other sources.



BOARD AGENDA

ACTIONS

3. (Continued)

Recommendations

- A. Review and approve a service reduction strategy which results in the approximate reduction of 150,000 annual revenue vehicle hours effective with the March 2010 service change program and an additional 150,000 annual revenue vehicle hour reduction effective if additional revenues to support transit operations are not identified in the state budget for fiscal year 2010-11 or through other sources.
- B. Receive and file the final March 2010 public outreach program summary.
- C. Direct staff to return to the Board of Directors with periodic updates regarding service performance and passenger impacts.
- D. Direct staff to develop a scope of work for consultant services to complete a systemwide study of the Authority's bus services and return with a funding request for that study in a mid-year budget amendment.

Consent Calendar (Items 4 through 21)

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

4. Approval of Minutes - Special Meeting

Of the Orange County Transportation Authority and affiliated agencies' Special meeting of November 9, 2009.

5. Approval of Minutes - Regular Meeting

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of November 9, 2009.



BOARD AGENDA

ACTIONS

6. Sales Tax Revenue Accounting Review
Kathleen M. O'Connell

Overview

The Internal Audit Department has completed a review of sales tax revenue accounting. The review found that the Orange County Transportation Authority has generally adequate controls over revenue. However, the Internal Audit Department did make three recommendations, which management indicated would be implemented.

Committee Recommendations

- A. Direct staff to implement recommendations in the Sales Tax Revenue Accounting Review, Internal Audit Report No. 08-024.
- B. Direct staff to investigate a process of having vendors send remittances through a bank lockbox mechanism.

7. Fiscal Year 2009-10 Internal Audit Plan, First Quarter Update
Kathleen M. O'Connell

Overview

The Orange County Transportation Authority Board of Directors adopted the Orange County Transportation Authority Internal Audit Department Fiscal Year 2009-10 Internal Audit Plan on August 12, 2009. This update is for the first quarter of the fiscal year.

Recommendation

Receive and file the first quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2009-10 Internal Audit Plan.



BOARD AGENDA

ACTIONS

8. 91 Express Lanes' Property Insurance Renewal
Al Gorski/Patrick J. Gough

Overview

The Orange County Transportation Authority currently has a primary property and flood insurance policy for the 91 Express Lanes with AXIS Reinsurance Company and an additional policy with Empire Indemnity Insurance Company which will expire on March 1, 2010.

Recommendation

Authorize the Chief Executive Officer to issue Purchase Order A15270 with Marsh Risk and Insurance Services, Inc., in an amount not to exceed \$500,000, for the purchase of property, flood, and earthquake insurance for the period of March 1, 2010 to March 1, 2011.

9. Costa Mesa Freeway (State Route 55) Continuous High-Occupancy Vehicle Lane Access
Tom Bogard/Kia Mortazavi

Overview

On July 6, 2009, the Highways Committee requested staff to identify means to extend the high-occupancy vehicle continuous access striping on the Costa Mesa Freeway (State Route 55) from its present terminus at the Santa Ana Freeway (Interstate 5) to the terminus of the existing high-occupancy lanes at the San Diego Freeway (Interstate 405) in Costa Mesa.

Recommendations

- A. Direct the Chief Executive Officer to negotiate and enter into a cooperative agreement with the California Department of Transportation to design and construct the extended high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- B. Approve the use of \$1.5 million in local Orange County Unified Transportation Trust funds to extend the high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).



BOARD AGENDA

ACTIONS

9. (Continued)

- C. Amend the Orange County Transportation Authority's Fiscal Year 2009-10 Budget by \$475,000 with funding through the Orange County Unified Transportation Trust account.
- D. Direct staff to prepare an action plan to modify all remaining high-occupancy striping to continuous access within Orange County and begin preliminary work on accessing the remaining corridors.

Orange County Local Transportation Authority Consent Calendar Matters

10. **Modifications of Roles and Responsibilities with City of Anaheim for Environmental Clearance of the Anaheim Regional Transportation Intermodal Center**
Kelly Long/Darrell Johnson

Overview

On November 18, 2008, the Orange County Transportation Authority entered into a cooperative agreement with the City of Anaheim to outline roles and responsibilities for development of the Anaheim Regional Transportation Intermodal Center. As part of the agreement, the Orange County Transportation Authority would lead the environmental clearance and the City of Anaheim would lead the design and construction of the transportation facility. Since that time, Orange County Transportation Authority staff and the City of Anaheim staff have agreed that the project development process could be completed more efficiently if the two efforts of environmental clearance and facility design were managed by one entity. Staff is recommending that the City of Anaheim serve as lead agency and that the professional services procured by the Orange County Transportation Authority for the environmental clearance be assigned to the City of Anaheim.



BOARD AGENDA

ACTIONS

10. (Continued)

Recommendations

- A. Authorize the transfer of California Environmental Quality Act Lead Agency designation from the Orange County Transportation Authority to the City of Anaheim for environmental clearance of Phase 1 of the Anaheim Regional Transportation Intermodal Center.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0821 between the Orange County Transportation Authority and the City of Anaheim to modify roles and responsibilities for environmental clearance of Phase 1 of the Anaheim Regional Transportation Intermodal Center and to permit the transfer of \$3,645,307 from the Orange County Transportation Authority to the City of Anaheim to lead completion of the environmental clearance.
- C. Authorize the Chief Executive Officer to execute Agreement No. C-9-0802 between the Orange County Transportation Authority and the City of Anaheim for assignment of all rights and responsibilities of Agreement No. C-9-0230 between the Orange County Transportation Authority and ICF International (formerly known as Jones and Stokes Associates, Inc.) for support in completing the environmental clearance.

11. **Cooperative Agreements with the Cities of Irvine and Laguna Woods for Go Local Step Two Bus/Shuttle Service Planning**

Kelly Long/Darrell Johnson

Overview

The Orange County Transportation Authority Board of Directors has approved 33 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 Irvine and Laguna Woods for service planning of the cities' respective bus/shuttle proposals are presented for review and approval.



BOARD AGENDA

ACTIONS

11. (Continued)

Recommendations

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0830 between the Orange County Transportation Authority and the City of Irvine to define each party's roles and responsibilities for service planning of the bus shuttle proposals entitled, "Tustin Station 1," "Tustin Station 2," "Tustin Station 3," "Tustin Station 4," and "Irvine Station 1."

- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0831 between the Orange County Transportation Authority and the City of Laguna Woods to define each party's roles and responsibilities for service planning of the bus shuttle proposal entitled, "Laguna Woods-Laguna Hills-Lake Forest to Irvine Station Route."

12. Agreement for Maintenance Services of the Orange County Transportation Authority's Operating Railroad Right-of-Way Dinah Minter/Darrell Johnson

Overview

On September 14, 2009, the Orange County Transportation Authority Board of Directors authorized the issuance of a request for proposals for maintenance services for the operating railroad right-of-way. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement policies and procedures for the retention of consultants to perform professional and technical services. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-9-0698 between the Orange County Transportation Authority and Joshua Grading and Excavating, Inc., in an amount not to exceed \$3,600,000, for a term of three years with two one-year options to provide maintenance services for the Orange County Transportation Authority's operating railroad right-of-way.



BOARD AGENDA

ACTIONS

13. **Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project**
Niall Barrett/Kia Mortazavi

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation covering the construction phase of the west segment of the San Diego Freeway (Interstate 405) West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Orange County Transportation Authority and the California Department of Transportation for construction of the west segment of the West County Connectors Project, in an amount not to exceed \$24,622,500.

14. **Draft Cooperative Agreement with the City of Long Beach for the San Diego Freeway (Interstate 405) West County Connectors Project**
Niall Barrett/Kia Mortazavi

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement as part of the San Diego Freeway (Interstate 405) West County Connectors Project. This cooperative agreement is with the City of Long Beach for mitigation measures in relation to the traffic management plan for the west segment of the West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute draft Cooperative Agreement No. C-9-0815 between the Orange County Transportation Authority and the City of Long Beach, in an amount not to exceed \$1,510,000, to be provided by the Orange County Transportation Authority to the City of Long Beach for traffic mitigation measures in relation to the West County Connectors Project.



BOARD AGENDA

ACTIONS

15. Renewed Measure M Environmental Mitigation Program Memorandum of Agreement and Planning Agreement

Dan Phu/Kia Mortazavi

Overview

Renewed Measure M includes a comprehensive Environmental Mitigation Program to address environmental impacts of the 13 freeway projects. Subject to a master agreement between the Orange County Transportation Authority and state and federal resource agencies, at least 5 percent of the freeway project funds will be allocated toward a comprehensive mitigation program. A memorandum of agreement and an associated planning agreement to create a Natural Community Conservation Plan/Habitat Conservation Plan have been developed. These agreements are presented for Board of Directors' approval.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Memorandum of Agreement No. C-9-0278 with the United States Fish and Wildlife Service, the California Department of Fish and Game, and the California Department of Transportation to authorize the conservation planning efforts.
- B. Authorize the Chief Executive Officer to negotiate and execute Planning Agreement No. C-9-0279 with the California Department of Transportation, the California Department of Fish and Game, and the United States Fish and Wildlife Service to authorize the conservation planning efforts.

16. Selection of Firms for On-Call Right-of-Way Service

Tom Bogard/Kia Mortazavi

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call right-of-way services. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.



BOARD AGENDA

ACTIONS

16. (Continued)

Recommendation

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$1,000,000:

- Agreement No. C-9-0822 between the Orange County Transportation Authority and California Property Specialists, Inc.
- Agreement No. C-9-0452 between the Orange County Transportation Authority and Epic Land Solutions, Inc.
- Agreement No. C-9-0747 between the Orange County Transportation Authority and HDR Engineering, Inc.
- Agreement No. C-9-0748 between the Orange County Transportation Authority and Overland, Pacific and Cutler, Inc.
- Agreement No. C-9-0749 between the Orange County Transportation Authority and Paragon Partners Ltd.

17. **Funding Agreements Between the Orange County Transportation Authority and the Cities of Fullerton and Santa Ana for Preliminary Planning and Environmental Work on Transportation Center Expansions** Roger M. Lopez/Kia Mortazavi

Overview

In April 2009, the Board of Directors approved funding for the preliminary planning and environmental work associated with the expansion of the transportation centers in the cities of Fullerton, Irvine, and Santa Ana. Staff was directed to return with funding cooperative agreements. Agreements with the cities of Fullerton and Santa Ana are presented for Board of Directors' review and approval.



BOARD AGENDA

ACTIONS

17. (Continued)

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0839, in the amount of \$875,000, with the City of Fullerton for funding of the preliminary planning and environmental work associated with the Fullerton Transportation Center expansion.
- B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0823, in the amount of \$3,000,000, with the City of Santa Ana for funding of the preliminary planning and environmental work associated with the expansion of the Santa Ana Regional Transportation Center and the Santa Ana Boulevard grade separation.
- C. Authorize staff to process all necessary amendments to the Regional Transportation Improvement Program, submit all necessary Federal Transit Administration grant applications, and execute all necessary agreements to facilitate the above actions.

18. **Selection of Firms for On-Call Utility Coordination and Support Services** Tom Bogard/Kia Mortazavi

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call utility coordination and support services for highway, transit, and railroad capital projects. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.



BOARD AGENDA

ACTIONS

18. (Continued)

Recommendation

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$900,000:

- Agreement No. C-9-0453 between the Orange County Transportation Authority and Stantec Consulting, Inc.
- Agreement No. C-9-0750 between the Orange County Transportation Authority and Spec Services
- Agreement No. C-9-0751 between the Orange County Transportation Authority and Utility Specialists California, Inc.
- Agreement No. C-9-0752 between the Orange County Transportation Authority and APA Engineering, Inc.
- Agreement No. C-9-0753 between the Orange County Transportation Authority and Berg & Associates, Inc.

19. **Renewed Measure M Progress Report for July 2009 through September 2009**

Andrew Oftelie/Kenneth Phipps

Overview

Staff has prepared a Renewed Measure M progress report for July 2009 through September 2009 for review by the Orange County Transportation Authority Board of Directors. Despite current 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.



BOARD AGENDA

ACTIONS

Orange County Transit District Consent Calendar Matters

20. **Customer Relations First Quarter Report Fiscal Year 2009-10**
Marlon Perry/Ellen S. Burton

Overview

The Customer Relations report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the period of July 2009 through September 2009, as well as a review of the performance of Alta Resources, the contracted provider of the Customer Information Center.

Recommendation

Receive and file as an information item.

21. **Approval to Release an Invitation for Bids for Lease and Full Service of Bus Tires**
Connie Raya/Beth McCormick

Overview

Orange County Transportation Authority staff has developed an invitation for bids to initiate the competitive procurement process to select a firm to provide lease and full service of bus tires. Board of Directors' approval is requested to issue this invitation for bids.

Recommendation

Approve the release of Invitation for Bids 9-0766 for lease and full service of bus tires.



BOARD AGENDA

ACTIONS

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

22. **Replacement of Bus Rapid Transit Transportation Control Measure**
Kurt Brotcke/Kia Mortazavi

Overview

The Orange County Transportation Authority previously committed funding to implement bus rapid transit on three corridors starting in June 2010. Due to the current restructuring of the bus system and financial pressures, the implementation of this service is recommended for deferral to a future point in time. A set of replacement projects is submitted for Board of Directors' approval in order to meet federal air quality mandates.

Recommendations

- A. Direct staff to work with the Southern California Association of Governments to remove bus rapid transit service on Harbor Boulevard, Westminster Boulevard/17th Street, and the 28-mile line from the Regional Transportation Improvement Program.
- B. Direct staff to include the three bus rapid transit lines in the upcoming 2010 Long-Range Transportation Plan, and return with phasing recommendations as part of that plan.
- C. Direct staff to work with the Southern California Association of Governments to add traffic signal synchronization on Harbor Boulevard, Westminster Boulevard, and Bristol Street/State College Boulevard Signal Synchronization as substitute Transportation Control Measure projects.
- D. Direct staff to return with an implementation plan for the traffic signal synchronization projects by February 2010.
- E. Authorize staff to amend the Regional Transportation Improvement Program.



BOARD AGENDA

ACTIONS

Orange County Local Transportation Authority Regular Calendar Matters

- 23. Combined Transportation Funding Program Project Delivery and Close Out**
Roger M. Lopez/Kia Mortazavi

Overview

In response to the Measure M Combined Transportation Funding Program project delay issues, staff has prepared options for ensuring close out of the program as the sunset of Measure M approaches in 2011. Recommendations are presented for Board of Directors' review and input.

Recommendations

- A. Authorize staff to implement a change to the Combined Transportation Funding Program delay request policy to allow no further delay requests, effective with the March 2010 semi-annual review.
 - B. Direct staff to include Measure M Combined Transportation Funding Program project cancellation cost savings in the Renewed Measure M call for projects and return with specific guidelines to implement these changes if approved.
- 24. Approval to Release Request for Proposals for Construction Management Services for the Orange Freeway (State Route 57) Northbound Widening Project**
Arshad Rashedi/Kia Mortazavi

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain construction management consultants for the Orange Freeway (State Route 57) Northbound Widening Project.



BOARD AGENDA

ACTIONS

24. (Continued)

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-0592 for selection of consultant services.
- B. Approve the release of Request for Proposals 9-0592 for construction management services for the Orange Freeway (State Route 57) Northbound Widening Project.

Discussion Items

25. 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.

26. Chief Executive Officer's Report

27. Directors' Reports

28. Closed Session

A Closed Session is not scheduled.

29. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, December 14, 2009**, at the OCTA Headquarters.



ORANGE COUNTY
TRANSPORTATION AUTHORITY

RESOLUTION

ROBERT FLOYD

WHEREAS, the Orange County Transportation Authority recognizes and commends Robert Floyd; and

WHEREAS, let it be known that Robert Floyd has demonstrated excellent customer service skills, and has been with the Authority since June 4, 1990. He has distinguished himself by maintaining an outstanding record for safety, attendance and customer relations; and

WHEREAS, Robert's dedication to his duties and desire to excel are duly noted, and he is recognized as an outstanding Authority employee who has consistently demonstrated a level of professionalism that is the embodiment of the Authority's core values; and

WHEREAS, be it known that Robert Floyd takes great pride in his driving skills and demonstrates true professionalism in his overall performance as an OCTA Coach Operator.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Robert Floyd as the Orange County Transportation Authority Coach Operator of the Month for November 2009; and

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

Dated: November 23, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

Will Kempton, Chief Executive Officer
Orange County Transportation Authority

OCTA Resolution No. 2009-62





ORANGE COUNTY
TRANSPORTATION AUTHORITY
RESOLUTION

CARLOS HERNANDEZ

WHEREAS, the Orange County Transportation Authority recognizes and commends Carlos Hernandez; and

WHEREAS, be it known that Carlos Hernandez has been with the Authority since May, 1999 and has been a principal player in our Maintenance Department with his innovative contributions, service and commitment;

WHEREAS, Carlos Hernandez is a strong team player who strives to provide the highest quality of maintenance. He always seeks ways to contribute to the productivity and success of the Base and works hard to always give 100%;

WHEREAS, Carlos is a Service Worker who can be depended on to produce positive results each and every time. His commitment to teamwork and standards of excellence make him a strong asset to the Garden Grove Base and the Maintenance Department.

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

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

Dated: November 23, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

Will Kempton, Chief Executive Officer
Orange County Transportation Authority

OCTA Resolution No. 2009-63





ORANGE COUNTY
TRANSPORTATION AUTHORITY

RESOLUTION

Dan Phu

WHEREAS, the Orange County Transportation Authority recognizes and commends Dan Phu for his exemplary leadership, project management skills and technical abilities in developing recommendations for implementation of Renewed Measure M programs and projects; and

WHEREAS, Dan Phu has established an excellent working relationship with partner agencies and stakeholder groups for the Renewed Measure M Freeway Environmental Mitigation Program; and

WHEREAS, Dan Phu successfully negotiated an agreement assigning roles and responsibilities to the California Department of Fish and Game, the United States Fish and Wildlife Service and the California Department of Transportation for the Renewed Measure M Freeway Environmental Mitigation Program; and

WHEREAS, Dan Phu's work on that agreement set in motion the Orange County Transportation Authority's ability to move forward with the Renewed Measure M Freeway Environmental Mitigation Program ; and

WHEREAS, Dan Phu's high degree of professionalism, willingness to solve problems, consensus building abilities and commitment to building relationships with partner agencies and stakeholder groups have greatly helped the Orange County Transportation Authority in delivering voter commitments promised in Renewed Measure M.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Dan Phu as the Orange County Transportation Authority Administration Employee of the Month for November 2009; and

BE IT FURTHER RESOLVED that the Orange County Transportation Authority Board of Directors recognizes Dan Phu's outstanding service.

Dated: November 23, 2009

Peter Buffa, Chairman
Orange County Transportation Authority

Will Kempton, Chief Executive Officer
Orange County Transportation Authority





BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Approval of March 2010 Service Change Program

Transit Committee Meeting of November 12, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, Pulido, and Winterbottom
Absent: None

Committee Vote

This item passed with a 4-1 vote. All in favor: Directors Brown, Dixon, Green, and Winterbottom. Opposed: Director Nguyen

Directors Dalton and Pulido were not present to vote on this item.

Committee Recommendations

- A. Review and approve a service reduction strategy which results in the approximate reduction of 150,000 annual revenue vehicle hours effective with the March 2010 service change program and an additional 150,000 annual revenue vehicle hour reduction effective if additional revenues to support transit operations are not identified in the state budget for fiscal year 2010-11 or through other sources.
- B. Receive and file the final March 2010 public outreach program summary.
- C. Direct staff to return to the Board of Directors with periodic updates regarding service performance and passenger impacts.
- D. Direct staff to develop a scope of work for consultant services to complete a systemwide study of the Authority's bus services and return with a funding request for that study in a mid-year budget amendment.



Committee Discussion

Committee directed staff to:

- Review North County restructuring (work on the State College program).
- Look at ways to not cut ACCESS service under the 150,000 annual revenue vehicle hours service reduction.



November 12, 2009

To: Transit Committee
From: Will Kempton, Chief Executive Officer
Subject: Approval of March 2010 Service Change Program

Overview

On October 26, 2009, the Orange County Transportation Authority Board of Directors conducted a public hearing to receive public input on proposed bus service changes for the March 2010 service change program which would be a reduced level of service. This report summarizes the comments received through the public outreach process including the public hearing and outlines the proposed service reduction. At the October 28, 2009, Finance and Administration Committee meeting, updated revenue information for bus services funding was presented and committee members discussed the possibility of deferring a portion of the 300,000 annual revenue vehicle hour reduction planned for the March 2010 service change. On November 2, 2009, the Executive Committee considered this issue. In support of these discussions, staff has prepared a recommendation for a service reduction of approximately 150,000 annual revenue vehicle hours in March 2010 with an additional 150,000 annual revenue vehicle hour reduction to be implemented if additional transit funds do not become available either through the state budget for fiscal year 2010-11 or other sources.

Recommendations

- A. Review and approve a service reduction strategy which results in the approximate reduction of 150,000 annual revenue vehicle hours effective with the March 2010 service change program and an additional 150,000 annual revenue vehicle hour reduction effective if additional revenues to support transit operations are not identified in the state budget for fiscal year 2010-11 or through other sources.
- B. Receive and file the final March 2010 public outreach program summary.
- C. Direct staff to return to the Board of Directors with periodic updates regarding service performance and passenger impacts.

- D. Direct staff to develop a scope of work for consultant services to complete a systemwide study of the Authority's bus services and return with a funding request for that study in a mid-year budget amendment.

Background

Service reductions for the fixed route network began last year with the December 2008 service change program to address a lower level of funding available to bus operations in fiscal year 2008-09. Overall, 133,000 annual revenue vehicle hours (RVH) were reduced from fixed route service in fiscal year 2008-09. As part of the approved fiscal year 2009-10 budget, the Orange County Transportation Authority (Authority) Board of Directors (Board) approved a balanced budget with an operating plan that required a \$33 million reduction in costs. To achieve this cost reduction, an additional 400,000 annual RVH would need to be reduced in the fixed route service during the current fiscal year.

The September 2009 service change program included a reduction of approximately 100,000 annual RVH from the fixed route system, and on October 26, 2009, a public hearing was held to receive public input and comments regarding strategies targeted to reduce bus service by up to 300,000 annual RVH in March 2010, as approved by the Board in July 2009. As a result of recent discussions on options to fund bus operations held at the October 28, 2009, Finance and Administration Committee, and at the November 9, 2009 Executive Committee, there is an opportunity for the Board to consider an option to the proposed 300,000 annual RVH reduction in March 2010. To allow the Board an opportunity to consider the options available, staff has developed a strategy for Board consideration to implement a reduction of 150,000 annual RVH in March 2010 and an additional 150,000 annual RVH if state funding is not provided as part of the state's fiscal year 2010-11 process or through other sources.

Discussion

With regard to service reductions for the March 2010 service change program, staff presented four concepts or approaches, Strategies A, B, C, and D, at the public hearing to collect public input and feedback. Since the hearing, staff has analyzed and evaluated reduction techniques under each strategy based on input received from the public, Board Members, city councils, colleges, community meetings, stakeholder groups, internal advisory committee members, and from the Transit Advocates of Orange County, to develop recommendations for reducing service by 150,000 and 300,000 annual RVH.

The recommended strategy to reduce service by approximately 150,000 annual RVH includes the following proposed service reductions:

Night Owl Service

- Discontinue Night Owl service but maintain late night-early morning service on routes 43, 50, 57, 60 to about 1:00 a.m. on all days of the week to serve riders during the highest hour of ridership between midnight and 4:00 a.m. on the Night Owl lines.

Route Restructuring

- Restructure routes 29, 43, 47, 53, 57, 59, 70, 167 on all days of the week to improve service efficiency and to better match ridership demand with resources.

Route Elimination

- On weekdays, eliminate service on routes 24, 62, 74, 75, 131, 147, 164, 693.
- On Saturdays, eliminate service on routes 24, 76, 86, 172, 193, 693
- On Sundays, eliminate service on routes 24, 51, 76, 82, 85, 172, 193, 693.

Frequency Reduction

- On weekdays, reduce frequency of service on routes 25, 30, 35, 37, 50, 55, 64, 66, 72, 76, 145.
- On Saturdays, reduce frequency of service on routes 50, 55, 66, 89.
- On Sundays, reduce frequency of service on routes 50, 55, 66, 89.

Trip Reduction

- On weekdays, eliminate midday service on Route 21.

Staff developed a summary table capturing estimated annual RVH reductions and passenger impacts for both the 150,000 and 300,000 annual RVH reductions. (Attachment A). Maps displaying changes to routes as described above are included in Attachment B; changes that impact ACCESS are also identified in Attachment B.

The recommended strategy to reduce service by approximately 300,000 annual RVH includes the following:

Night Owl Service

- Discontinue Night Owl service but maintain late night-early morning service on routes 43, 50, 57, 60 to about 1:00 a.m. on all days of the week to serve riders during the highest hour of ridership between midnight and 4:00 a.m. on the Night Owl lines.

Route Restructuring

- Restructure routes 29, 43, 47, 53, 57, 59, 70, 167 on all days of the week to improve service efficiency to better match ridership demand with resources.

Route Elimination

- On weekdays, eliminate service on routes 24, 62, 74, 75, 131, 147, 164, 693.
- On Saturdays, eliminate service on routes 24, 76, 86, 172, 193, 693
- On Sundays, eliminate service on routes 24, 51, 76, 82, 85, 172, 193, 693.

Frequency Reduction

- On weekdays, reduce frequency of service on routes 1, 25, 30, 33, 35, 37, 38, 42, 46, 50, 51, 53, 54, 55, 59, 60, 64, 66, 70, 71, 72, 76, 79, 82, 83, 85, 89, 91, 145.
- On Saturdays, reduce frequency of service on routes 1, 26, 29, 35, 37, 38, 42, 43, 46, 50, 53, 54, 55, 60, 64, 66, 70, 71, 83, 89, 91, 145.
- On Sundays, reduce frequency of service on routes 1, 26, 29, 38, 42, 43, 46, 50, 53, 54, 55, 60, 64, 66, 70, 71, 83, 89, 91.

Trip Reduction

- On weekdays, eliminate midday service on routes 21, 26, 172.

Maps displaying changes to routes as described above are included in Attachment C; changes that impact ACCESS are also identified in Attachment C.

Common to each reduction strategy, staff analyzed ridership and productivity levels and evaluated potential passenger impacts for each route and day of week. Additionally, service reductions effective through September 2009 have been taken into account in the development of the two March 2010 proposals. Therefore, in analyzing passenger load information, staff does not recommend further changes to current service levels on some routes. For example, 10 of the top 15 routes in the tier one category (Attachment D) are not proposed to be reduced further in the 150,000 annual RVH program, apart from proposed Night Owl service and/or route restructuring. As a result, staff recommendations are based on attempts to affect the least number of riders as possible while maintaining a geographically dispersed bus system in Orange County.

Under both strategies, staff is recommending a preservation of late night-early morning service, a reduced level of Night Owl service to approximately 1:00 a.m. on Routes 43, 50, 57, 60. To improve service efficiency and on-time

performance, some routes are proposed to be restructured on all days of the week. Route eliminations by various days of the week are recommended due to low ridership and low productivity. Based on analysis of ridership at the trip level, frequency reductions are recommended on specific routes due to low productivity. Express and Stationlink services are proposed to remain unchanged as other sources of funding are used to subsidize these services. As shown in the maps in Attachments B and C, potential impacts to ACCESS service would vary by geographic area and time of day depending on which routes are eliminated or reduced in service.

If a reduction of service between 150,000 and 300,000 annual RVH is under consideration, staff recommends that additional routes which impact the least number of riders receive a reduction in frequency to minimize impacts to ACCESS service.

Parallel to the recommended service reductions in March 2010, staff is working to develop a scope of work to complete a systemwide study of the Authority's bus services. This study will focus on the development of service planning recommendations to improve the efficiency of the Authority's service network and consider future opportunities as Renewed Measure M funding for local bus services becomes available to local jurisdictions.

Attachment E provides a summary of the staff recommendations for the March 2010 service change for both the 150,000 and 300,000 annual RVH programs.

Public Involvement Program

Starting in September 2009, the Authority conducted an extensive communication and outreach program to inform customers and the public about the service reduction strategies and the potential impact on bus service. A significant amount of customer comments were received through the outreach efforts in addition to the comments received at the public hearing. A final report for the March 2010 public involvement program summarizes feedback and outlines key findings. (Attachment F).

Summary

On October 26, 2009, the Board of Directors of the Orange County Transportation Authority conducted a public hearing regarding proposed bus service reductions of up to 300,000 annual revenue vehicle hours to address a fiscal emergency caused by significant reductions in bus operating revenues. As funding options are under evaluation, staff prepared service reduction

programs of 150,000 and 300,000 annual revenue vehicle hour for consideration. Staff is recommending a reduction of 150,000 annual revenue vehicle hours in March 2010 with an additional 150,000 annual revenue vehicle hours to be reduced if additional funds are not identified to support bus operations either through the state budget process or through other possible funding sources. This was discussed at two recent Board committee meetings, a Finance and Administration Committee meeting and an Executive Committee meeting. The resulting motions from these committee meetings are included as Attachment G and this report takes into consideration that the Board will consider these motions and the outcome will allow the Board to consider a March 2010 service change plan resulting in a decrease of 150,000 annual revenue hours. Approximately 150,000 revenue vehicle hours would save about \$13 million while the 300,000 revenue vehicle hours would save about \$25 million toward the \$33 million reduction in expenses originally adopted by the Board of Directors for fiscal year 2009-10.

Attachments

- A. March 2010 Service Change Staff Proposals at the Level of 150,000 and 300,000 Revenue Vehicle Hours Savings
- B. Recommended Strategy for 150,000 Annual Revenue Vehicle Hour Reductions
- C. Recommended Strategy for 300,000 Annual Revenue Vehicle Hour Reductions
- D. OCTA Tiers of Service
- E. March 2010 Service Reduction Plan; Summarized by Technique
- F. March 2010 Bus Service Reductions Public Involvement Program Final Report
- G. Board Committee Transmittals

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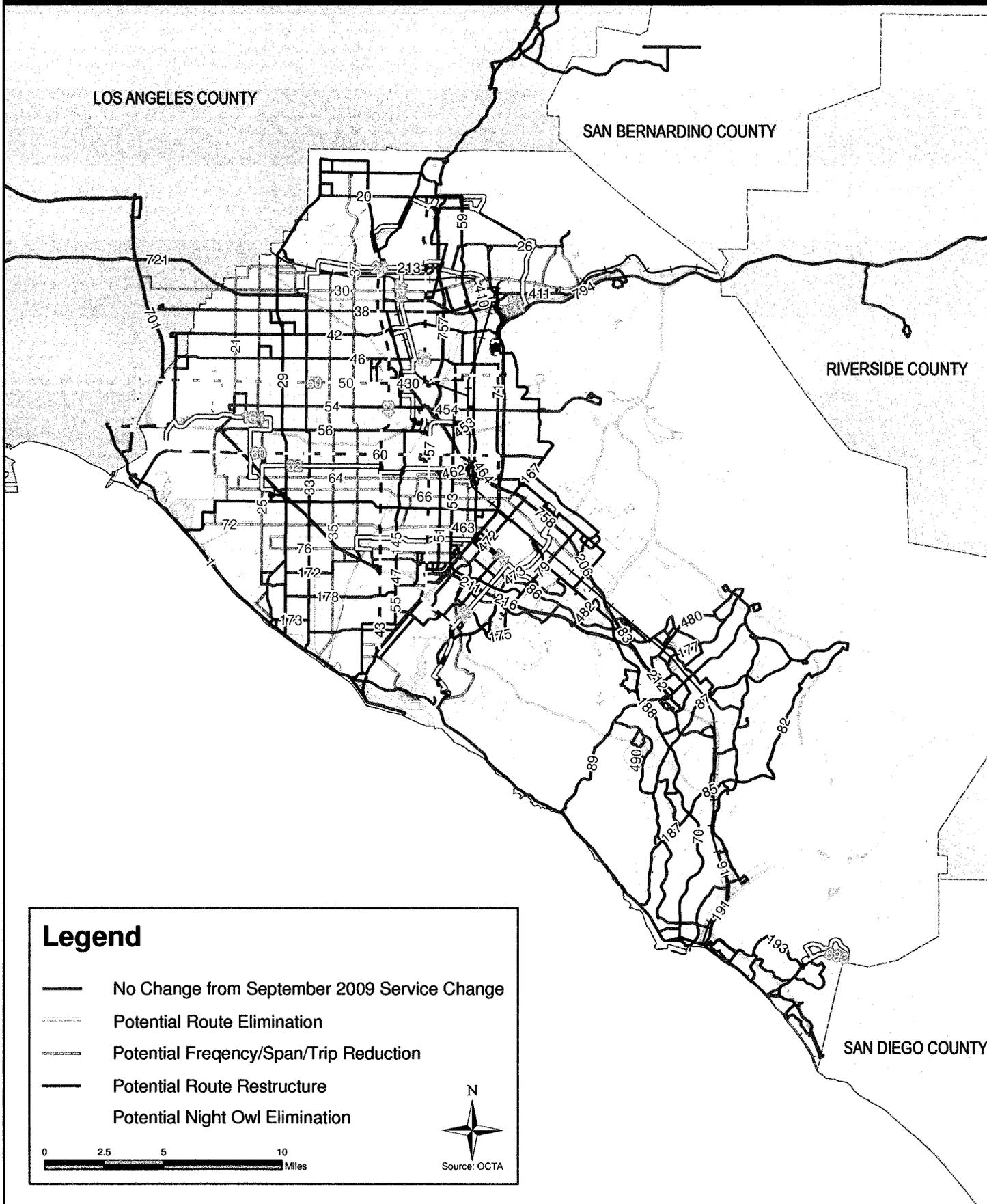
MARCH 2010 SERVICE CHANGE STAFF PROPOSALS AT THE LEVEL

Line	Level	Serving	Revenue Vehicle Hours			WEEKDAY	S A
			Weekday	Saturday	Sunday		
01	150	Long Beach to San Clemente --	-	-	-	No Change (N/C)	N/C
01	300	Pacific Coast Highway	11,603	1,300	1,450	Delete Shortline Trips	Headway (Hdwy)
20	150	La Habra to Yorba Linda --	-	-	-	N/C	
20	300	Imperial Highway	-	-	-	N/C	
21	150	Fullerton to Huntington Beach --	2,678	-	-	Delete Midday Service Period	
21	300	Valley View Street / Bolsa Chica Road	2,678	-	-	Delete Midday Service Period	
24	150	Fullerton to Orange -- Malvern Avenue / Chapman Avenue /	12,500	1,450	1,600	Delete Western Segment See Line 167	Delete Western See Line 167
24	300	Tustin Avenue	12,500	1,450	1,600	Delete Western Segment See Line 167	Delete Western See Line 167
25	150	Fullerton to Huntington Beach --	4,973	-	-	Hdwy: 35 to 45	N/C
25	300	Knott Avenue / Golden West Street	4,973	-	-	Hdwy: 35 to 45	N/C
26	150	Fullerton to Yorba Linda --	-	-	-	N/C	N/C
26	300	Commonwealth Avenue / Yorba Linda Boulevard	6,000	312	348	Delete Midday Service Period	Hdwy: 60 to 75
29	150	Brea to Huntington Beach --	7,668	1,746	1,640	Delete Northern Segment See Line 129	Delete Northern See Line 129
29	300	La Habra Boulevard / Beach Boulevard	7,668	4,804	3,467	Delete Northern Segment See Line 129	Delete Northern Hdwy: 18 to 25 See Line 129
30	150	Cerritos to Anaheim --	7,000	-	-	Hdwy: 30/60 to 45	N/C
30	300	Orangethorpe Avenue	7,000	-	-	Hdwy: 30/60 to 45	N/C
33	150	Fullerton to Huntington Beach --	-	-	-	N/C	N/C
33	300	Magnolia Street	2,040	-	-	Hdwy: off-peak 35 to 45	N/C
35	150	Fullerton to Huntington Beach --	6,069	-	-	Hdwy: peak 20 to 30, off-peak 30 to 40	N/C
35	300	Brookhurst Street	6,069	442	-	Hdwy: peak 20 to 30, off-peak 30 to 40	Hdwy: 45 to 60
37	150	La Habra to Fountain Valley --	8,925	-	-	Hdwy: peak 20 to 30, off-peak 30 to 40	N/C
37	300	Euclid Street	8,925	780	-	Hdwy: peak 20 to 30, off-peak 30 to 40	Hdwy: 35 to 60
38	150	Lakewood to Anaheim Hills --	-	-	-	N/C	N/C
38	300	La Palma Avenue	5,355	468	522	Hdwy: Peak 15/45 to 20/60, Off-peak, 20/60 to 30/60	Hdwy: 45 to 60
42	150	Seal Beach to Orange --	-	-	-	N/C	N/C
42	300	Seal Beach Boulevard / Los Alamitos Boulevard / Lincoln Avenue	7,523	702	783	Hdwy: peak 18/36 to 30/90, off-peak 30/54 to 45/90	Hdwy: off-peak 2
43	150	La Habra to Costa Mesa --	5,367	762	741	Delete Northern Segment See Line 143	Delete Northern See Line 143
43	300	Whittier Boulevard / Harbor Boulevard	5,367	2,634	2,613	Delete Northern Segment See Line 143	Delete Northern Hdwy: 18 to 25 See Line 143
46	150	Los Alamitos to Orange --	-	-	-	N/C	N/C
46	300	Ball Road / Taft Avenue	5,687	572	609	Hdwy: peak 20 to 30/45, off-peak 30 to 60	Hdwy: 50 to 75
47	150	Brea to Newport Beach --	4,697	961	1,034	Delete Northern Segment See Line 143	Delete Northern See Line 143
47	300	Brea Boulevard / Anaheim Boulevard / Fairview Street	4,697	961	1,034	Delete Northern Segment See Line 143	Delete Northern See Line 143
50	150	Long Beach to Katella --	6,375	840	925	Hdwy: peak from 20 to 30, off-peak 30 to 45	Hdwy: 30 to 60
50	300	Katella Avenue	6,375	840	925	Hdwy: peak from 20 to 30, off-peak 30 to 45	Hdwy: 30 to 60
51	150	Santa Ana to Costa Mesa --	-	-	1,275	N/C	N/C
51	300	Flower Street	2,805	-	1,275	Hdwy: 30 to 45	N/C
53	150	Brea to Irvine --	15,198	1,633	1,821	Delete Northern Segment See Line 153	Delete Northern See Line 153
53	300	Main Street	27,056	3,713	4,054	Delete Northern Segment Hdwy: 12/36 to 15/30 See Line 153	Delete Northern Hdwy: 15/45 to 20 See Line 153
54	150	Garden Grove to Orange --	-	-	-	N/C	N/C
54	300	Chapman Avenue	5,317	348	255	Hdwy: 20 to 30	Hdwy: 30 to 60

Line	Level	Serving	Revenue Vehicle Hours			WEEKDAY	SATURDAY	SUNDAY	RIDERSHIP						Hours		Level	Line
			Weekday	Saturday	Sunday				September 2009			Estimated			150	300		
									Daily Boardings Totals			Ridership Impacts						
			Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday				
55	150	Santa Ana to Newport Beach -- Standard Avenue / Bristol Street / Fairview Street / 17th Street	9,214	936	1,044	Hdwy: off-peak from 20 to 30	Hdwy: off-peak 22 to 30	Hdwy: off-peak 22 to 30	6,424	4,469	3,769	2,408	968	741	11,194	-	150	55
55	300		9,214	936	1,044	Hdwy: off-peak from 20 to 30	Hdwy: off-peak 22 to 30	Hdwy: off-peak 22 to 30				2,408	968	741	-	11,194	300	55
56	150	Garden Grove to Orange -- Garden Grove Boulevard	-	-	-	N/C	N/C	N/C	2,300	797	540	0	0	0	-	-	150	56
56	300		-	-	-	N/C	N/C	N/C				0	0	0	-	-	300	56
57	150	Brea to Newport Beach -- State College Boulevard / Bristol Street	4,660	976	897	Delete Northern Segment See Line 153	Delete Northern Segment See Line 153	Delete Northern Segment See Line 153	14,116	8,812	6,967	2,166	1,388	832	6,533	-	150	57
57	300		4,660	976	897	Delete Northern Segment See Line 153	Delete Northern Segment See Line 153	Delete Northern Segment See Line 153				2,166	1,388	832	-	6,533	300	57
59	150	Brea to Irvine -- Kraemer Boulevard / Glassell Street / Grand Avenue / Von Karman Avenue	14,438	762	680	Delete Northern Segment See Line 129	Delete Northern Segment See Line 129	Delete Northern Segment See Line 129	3,749	873	529	1,418	823	272	15,880	-	150	59
59	300		18,072	762	680	Delete Northern Segment Hdwy: 22 to 35 See Line 129	Delete Northern Segment See Line 129	Delete Northern Segment See Line 129				1,646	823	272	-	19,514	300	59
60	150	Long Beach to Tustin -- 7th Street / Westminster Avenue / 17th Street	(500)	(100)	(100)	(Add former OWL trips back in)	(Add former OWL trips back in)	(Add former OWL trips back in)	11,928	7,102	5,382	65	75	84	(700)	-	150	60
60	300		4,500	900	900	Hdwy: 10/24 to 15/30	Hdwy: 15/30 to 20/40	Hdwy: 15/30 to 20/40				3,212	3,093	3,383	-	6,300	300	60
62	150	Huntington Beach to Santa Ana -- Goldenwest Street / Hazard Avenue / Santa Ana Boulevard	10,421			Eliminate Line	(no current service)	(no current service)	991			991			10,421	-	150	62
62	300		10,421			Eliminate Line	(no current service)	(no current service)				991			-	10,421	300	62
64	150	Huntington Beach to Tustin -- Bolsa Avenue / 1st Street	3,500	-	-	Hdwy: 12 to 15	N/C	N/C	9,361	6,760	5,516	2,490	0	0	3,500	-	150	64
64	300		3,500	1,248	1,848	Hdwy: 12 to 15	Hdwy: 14 to 20	Hdwy: 14 to 20				2,490	2,022	4,509	-	6,596	300	64
66	150	Huntington Beach to Irvine -- McFadden Avenue / Walnut Avenue	5,000	500	600	Hdwy: 10 to 12	Hdwy: peak 12 to 14, off-peak 20 to 30	Hdwy: peak 12 to 14, off-peak 20 to 30	9,580	6,904	6,029	2,436	3,163	2,177	6,100	-	150	66
66	300		10,595	987	1,297	Hdwy: 10 to 15	Hdwy: peak 12 to 15, off-peak 20 to 45	Hdwy: peak 12 to 15, off-peak 20 to 45				3,452	5,525	4,771	-	12,879	300	66
70	150	Sunset Beach to Tustin -- Edinger Avenue	16,460	2,835	2,200	Delete Eastern Segment See Line 90	Delete Eastern Segment See Line 90	Delete Eastern Segment See Line 90	6,372	3,882	2,677	1,380	690	556	21,495	-	150	70
70	300		23,600	3,857	2,780	Delete Northern Segment Hdwy: 15 to 20 See Line 90	Delete Northern Segment Hdwy: 20 to 25 See Line 90	Delete Northern Segment Hdwy: 30 to 40 See Line 90				1,860	1,010	832	-	30,237	300	70
71	150	Yorba Linda to Balboa -- Tustin Avenue / Red Hill Avenue / Newport Boulevard	-	-	-	N/C	N/C	N/C	3,446	1,869	1,279	0	0	0	-	-	150	71
71	300		4,000	520	580	Hdwy: 35 to 50	Hdwy: 45 to 60	Hdwy: 60 to 90				1,733	806	1,044	-	5,100	300	71
72	150	Sunset Beach to Tustin -- Warner Avenue	2,000	-	-	Hdwy: 30 to 60 off-peak	N/C	N/C	2,401	814	521	680	0	0	2,000	-	150	72
72	300		8,600	-	-	Hdwy: 30 to 45 peak, 30 to 60 off-peak	N/C	N/C				2,060	0	0	-	8,600	300	72
74	150	Fountain Valley to Irvine -- Segerstrom Avenue / Dyer Road / Barranca Parkway	2,805			Eliminate Line	(no current service)	(no current service)	237			237			2,805	-	150	74
74	300		2,805			Eliminate Line	(no current service)	(no current service)				237			-	2,805	300	74
75	150	Tustin to Newport Beach -- Harvard Avenue / Jamboree Road	6,681			Eliminate Line	(no current service)	(no current service)	125			125			6,681	-	150	75
75	300		6,681			Eliminate Line	(no current service)	(no current service)				125			-	6,681	300	75
76	150	Huntington Beach to Newport Beach -- Talbert Avenue / MacArthur Boulevard	2,423	1,156	1,165	Hdwy: peak 35 to 45	Eliminate Line	Eliminate Line	957	321	238	205	321	238	4,743	-	150	76
76	300		2,423	1,156	1,165	Hdwy: peak 35 to 45	Eliminate Line	Eliminate Line				205	321	238	-	4,744	300	76
79	150	Tustin to Newport Beach -- Irvine Boulevard / Culver Drive / University Avenue	-	-	-	N/C	N/C	N/C	1,522	654	472	0	0	0	-	-	150	79
79	300		2,000	-	-	Hdwy: 45/60 to 60	N/C	N/C				165	0	0	-	2,000	300	79
82	150	Foothill Ranch to Laguna Niguel -- Portola Parkway / Santa Margarita Parkway / Antonio Parkway / Crown Valley Parkway	-	-	803	N/C	N/C	Eliminate Line	963	301	268	0	0	268	803	-	150	82
82	300		3,570	-	803	Hdwy: 45 to 60	N/C	Eliminate Line				315	0	268	-	4,373	300	82
83	150	Anaheim to Laguna Hills -- 5 Freeway / Main Street	-	-	-	N/C	N/C	N/C	3,135	1,983	1,364	0	0	0	-	-	150	83
83	300		4,111	1,800	1,000	Hdwy: peak 20 to 30	Hdwy: 30 to 60	Hdwy: 45 to 60				1,637	1,983	643	-	6,911	300	83
85	150	Mission Viejo to Dana Point -- Marguerite Parkway / Crown Valley Parkway	-	-	1,503	N/C	N/C	Eliminate Line	1,308	454	372	0	0	372	1,503	-	150	85
85	300		3,000	-	1,503	Hdwy: 35 to 60	N/C	Eliminate Line				442	0	372	-	4,503	300	85
86	150	Costa Mesa to Mission Viejo -- Alton Parkway / Jeronimo Road	-	1,560		N/C	Eliminate Line	(no current service)	850	280		0	280		1,560	-	150	86
86	300		-	1,560		N/C	Eliminate Line	(no current service)				0	280		-	1,560	300	86
87	150	Rancho Santa Margarita to Laguna Niguel -- Alicia Parkway	-	-		N/C	N/C	(no current service)	597	316		0	0		-	-	150	87
87	300		-	-		N/C	N/C	(no current service)				0	0		-	-	300	87
89	150	Mission Viejo to Laguna Beach -- El Toro Road / Laguna Canyon Road	-	806	899	N/C	Hdwy: 45/60 to 70/90	Hdwy: 45/60 to 70/90	2,089	1,439	1,232	0	880	716	1,705	-	150	89
89	300		2,984	806	899	Hdwy: peak 30 to 50	Hdwy: 45/60 to 70/90	Hdwy: 45/60 to 70/90				643	880	716	-	4,689	300	89
90	150	Tustin to Dana Point -- Irvine Center Drive / Moulton Parkway / Golden Lantern Street	(13,643)	(1,735)	(1,585)	Replaces Eastern Half of Line 70	Replaces Eastern Half of Line 70	Replaces Eastern Half of Line 70							(16,963)	-	150	90
90	300		(13,643)	(1,735)	(1,585)	Replaces Eastern Half of Line 70	Replaces Eastern Half of Line 70	Replaces Eastern Half of Line 70							-	(16,963)	300	90
91	150	Laguna Hills to San Clemente -- Paseo De Valencia / Camino Capistrano / Del Obispo Street	-	-	-	N/C	N/C	N/C	2,416	1,071	871	0	0	0	-	-	150	91
91	300		3,000	624	696	Hdwy: 35 to 60	Hdwy: 45 to 70	Hdwy: 45 to 70				2,058	695	548	-	4,320	300	91

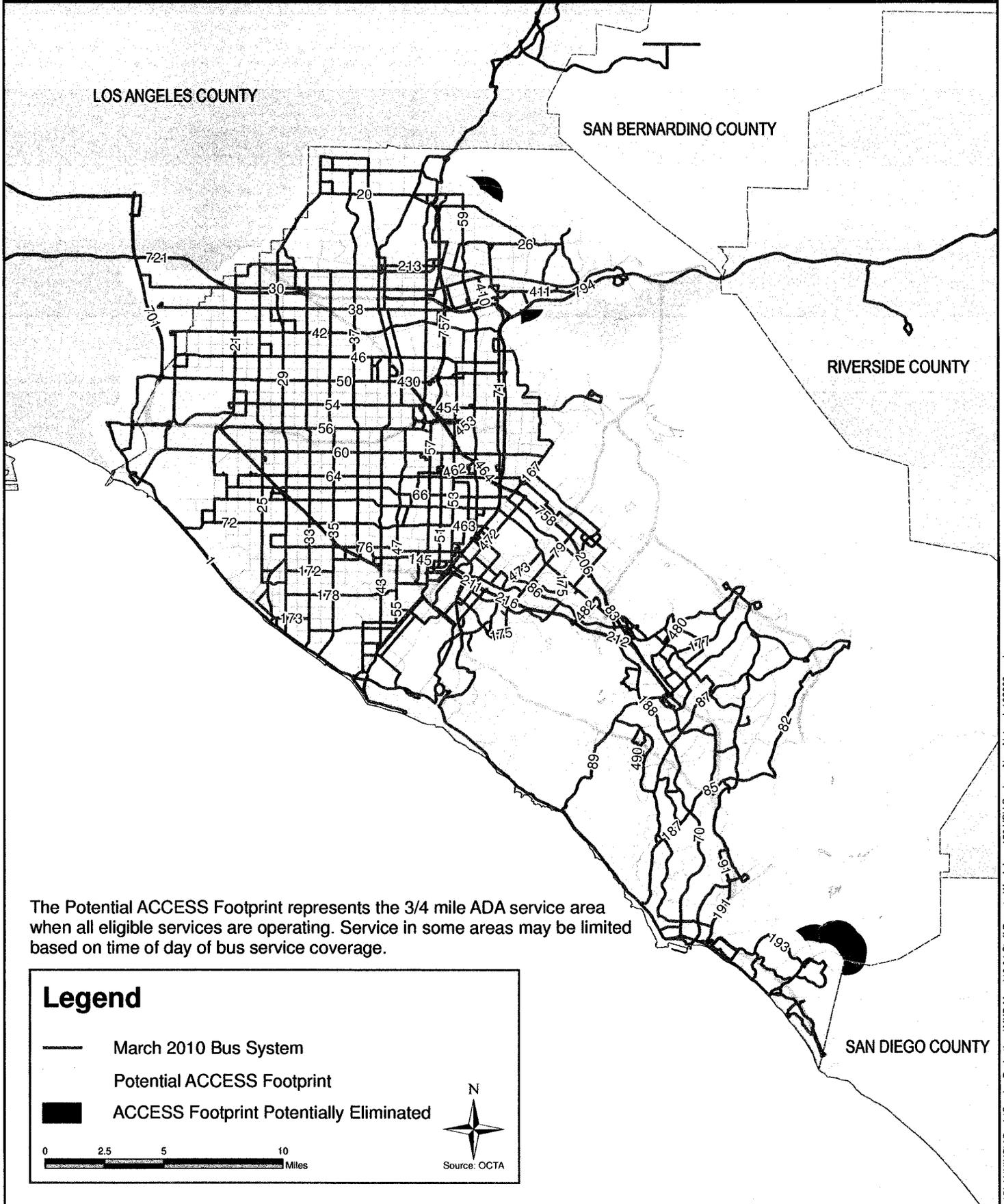
Line	Level	Serving	Revenue Vehicle Hours			WEEKDAY	SATURDAY	SUNDAY	RIDERSHIP						Hours		Level	Line
			Weekday	Saturday	Sunday				September 2009			Estimated			150	300		
									Daily Boardings Totals			Ridership Impacts						
									Weekday	Saturday	Sunday	Weekday	Saturday	Sunday				
129	150	Buena Park to Orange -- Beach Boulevard / La Habra Boulevard / Birch Street / Kraemer Boulevard	(14,349)	(1,863)	(2,078)	Replaces Northern Segments of Lines 29 and 59 Hdwy: 60	Replaces Northern Segments of Lines 29 and 59 Hdwy: 90	Replaces Northern Segments of Lines 29 and 59 Hdwy: 90							(18,289)	-	150	129
129	300		(14,349)	(1,863)	(2,078)	Replaces Northern Segments of Lines 29 and 59 Hdwy: 60	Replaces Northern Segments of Lines 29 and 59 Hdwy: 90	Replaces Northern Segments of Lines 29 and 59 Hdwy: 90							-	(18,289)	300	129
131	150	Yorba Linda to Orange --	2,499			Eliminate Line	(no current service)	(no current service)	56			56			2,499	-	150	131
131	300	Lakeview Avenue / Riverdale Avenue / Tustin Avenue	2,499			Eliminate Line	(no current service)	(no current service)				56			-	2,499	300	131
143	150	La Habra to Brea -- Whittier Boulevard / Harbor Boulevard / Brea Boulevard / Birch Street	(9,906)	(1,795)	(1,840)	Replaces Northern Segments of Lines 43 and 47 Hdwy: 75	Replaces Northern Segments of Lines 43 and 47 Hdwy: 75	Replaces Northern Segments of Lines 43 and 47 Hdwy: 75							(13,541)	-	150	143
143	300		(9,906)	(1,795)	(1,840)	Replaces Northern Segments of Lines 43 and 47 Hdwy: 75	Replaces Northern Segments of Lines 43 and 47 Hdwy: 75	Replaces Northern Segments of Lines 43 and 47 Hdwy: 75							-	(13,541)	300	143
145	150	Santa Ana to Costa Mesa --	4,750	-	-	Hdwy: 30 to 45 peak	N/C	N/C	698	276	212	148	0	0	4,750	-	150	145
145	300	Raitt Street / Greenville Street / Fairview Street	4,750	565	-	Hdwy: 30 to 45 peak	Hdwy: 45 to 90	N/C				148	276	0	-	5,315	300	145
147	150	Brea to Santa Ana --	2,512			Eliminate Line	(no current service)	(no current service)	102			102			2,512	-	150	147
147	300	Birch Street / Brea Boulevard / Harbor Boulevard / Raymond Avenue / Haster Street / La Veta Avenue	2,512			Eliminate Line	(no current service)	(no current service)				102			-	2,512	300	147
153	150	Anaheim to Orange -- State College Boulevard / Placentia Avenue / Sunkist Street / Batavia Street	(15,304)	(1,786)	(1,988)	Replaces Northern Segments of Lines 53 and 57 Hdwy: 60	Replaces Northern Segments of Lines 53 and 57 Hdwy: 80	Replaces Northern Segments of Lines 53 and 57 Hdwy: 80							(19,078)	-	150	153
153	300		(15,304)	(1,786)	(1,988)	Replaces Northern Segments of Lines 53 and 57 Hdwy: 60	Replaces Northern Segments of Lines 53 and 57 Hdwy: 80	Replaces Northern Segments of Lines 53 and 57 Hdwy: 80							-	(19,078)	300	153
164	150	Seal Beach to Westminster --	3,379			Eliminate Line	(no current service)	(no current service)	74			74			3,379	-	150	164
164	300	Seal Beach Boulevard / Lampson Avenue / Edwards Street	3,379			Eliminate Line	(no current service)	(no current service)				74			-	3,379	300	164
167	150	Anaheim to Irvine --	(5,016)	(345)	(385)	Extend to Include a Segment of Line 24 Hdwy: 60 to 45	Extend to Include a Segment of Line 24 Hdwy: 60 to 80	Extend to Include a Segment of Line 24 Hdwy: 60 to 80	922	268	241	0	88	80	(5,746)	-	150	167
167	300	Tustin Avenue / Hewes Street / Bryan Avenue	(5,016)	(345)	(385)	Extend to Include a Segment of Line 24 Hdwy: 60 to 45	Extend to Include a Segment of Line 24 Hdwy: 60 to 80	Extend to Include a Segment of Line 24 Hdwy: 60 to 80				0	88	80	-	(5,746)	300	167
172	150	Huntington Beach to Costa Mesa --	-	1,370	1,110	N/C	Eliminate Line	Eliminate Line	250	170	112	0	170	112	2,480	-	150	172
172	300	Main Street / Garfield Avenue / Ellis Avenue / MacArthur Boulevard / Sunflower Street	2,040	1,370	1,110	Delete Midday Service Period	Eliminate Line	Eliminate Line				75	170	112	-	4,520	300	172
173	150	Huntington Beach to Costa Mesa --	-			N/C	(no current service)	(no current service)	409			0			-	-	150	173
173	300	Atlanta Avenue / Hamilton Avenue / Victoria Street / Orange Avenue / Fair Drive / Bear Street	-			N/C	(no current service)	(no current service)				0			-	-	300	173
175	150	Irvine --	-			N/C	(no current service)	(no current service)	359			0			-	-	150	175
175	300	Yale Avenue / Campus Drive	-			N/C	(no current service)	(no current service)				0			-	-	300	175
177	150	Foothill Ranch to Laguna Hills --	-	-	-	N/C	N/C	N/C	581	258	214	0	0	0	-	-	150	177
177	300	Lake Forest Drive / Muirlands Boulevard / Los Alisos Boulevard	-	-	-	N/C	N/C	N/C				0	0	0	-	-	300	177
178	150	Huntington Beach to Irvine --	-	-		N/C	N/C	(no current service)	877	144		0	0		-	-	150	178
178	300	Adams Avenue / Birch Street / Campus Drive	-	-		N/C	N/C	(no current service)				0	0		-	-	300	178
187	150	Laguna Hills to Dana Point --	-			N/C	(no current service)	(no current service)	328			0			-	-	150	187
187	300	El Toro Road / Aliso Creek Road / Niguel Road	-			N/C	(no current service)	(no current service)				0			-	-	300	187
188	150	Laguna Hills to Irvine --	-			N/C	(no current service)	(no current service)	234			0			-	-	150	188
188	300	Moulton Parkway / Irvine Center Drive / Alton Parkway / Ridge Route	-			N/C	(no current service)	(no current service)				0			-	-	300	188
191	150	Mission Viejo to San Clemente --	-	-	-	N/C	N/C	N/C	683	357	295	0	0	0	-	-	150	191
191	300	Rancho Viejo Road / Camino Capistrano / El Camino Real	-	-	-	N/C	N/C	N/C				0	0	0	-	-	300	191
193	150	Dana Point to San Clemente --	-	562	626	N/C	Eliminate Line	Eliminate Line	175	83	75	0	83	75	1,188	-	150	193
193	300	Camino de los Mares / Camino Vera Cruz / Avenida Pico	-	562	626	N/C	Eliminate Line	Eliminate Line				0	83	75	-	1,188	300	193
693	150	San Clemente --	3,417	567	632	Eliminate Line	Eliminate Line	Eliminate Line	57	17	19	57	17	19	4,616	-	150	693
693	300	Avenida Pico / Camino La Pedriza	3,417	567	632	Eliminate Line	Eliminate Line	Eliminate Line				57	17	19	-	4,616	300	693
OWL	150	For Lines 43, 50, 57, & 60	11,200	2,300	2,500	Delete OWL service period	Delete OWL service period	Delete OWL service period	585	634	561	409	405	331	16,000	-	150	OWL
OWL	300		11,200	2,300	2,500	Delete OWL service period	Delete OWL service period	Delete OWL service period				409	405	331	-	16,000	300	OWL

Recommended Strategy for 150,000 Annual Revenue Vehicle Hour Reductions Weekday Network



L:\PLANNING\ADavis\Service Reductions\MXD Maps\18.02 Staff Report - Weekday - 150 VSH Saving 103009.mxd

Potential Bus System With 150,000 Annual Revenue Vehicle Hour Reductions Weekday Network



The Potential ACCESS Footprint represents the 3/4 mile ADA service area when all eligible services are operating. Service in some areas may be limited based on time of day of bus service coverage.

Recommended Strategy for 150,000 Annual Revenue Vehicle Hour Reductions Saturday Network



LOS ANGELES COUNTY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

SAN DIEGO COUNTY

Legend

-  No Change from September 2009 Service Change
-  Potential Route Elimination
-  Potential Frequency/Span/Trip Reduction
-  Potential Route Restructure
-  Potential Night Owl Elimination

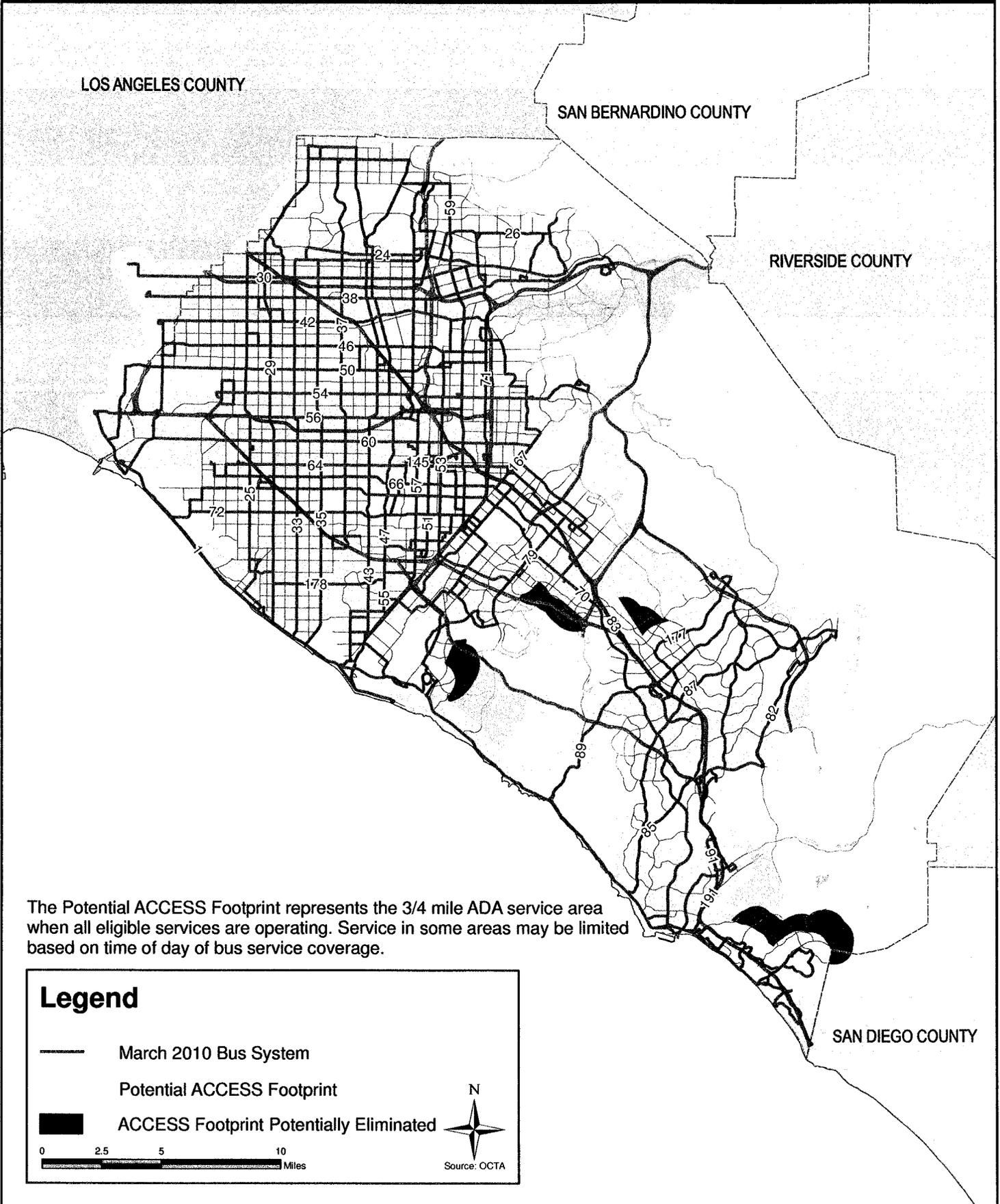
0 2.5 5 10
Miles



Source: OCTA

W:\Requests\Operations\Requests\ServiceReduction\mxd\18_06 Staff Report - Saturday - 150 VSH Saving 103009.mxd

Potential Bus System With 150,000 Annual Revenue Vehicle Hour Reductions Saturday Network



The Potential ACCESS Footprint represents the 3/4 mile ADA service area when all eligible services are operating. Service in some areas may be limited based on time of day of bus service coverage.

Legend

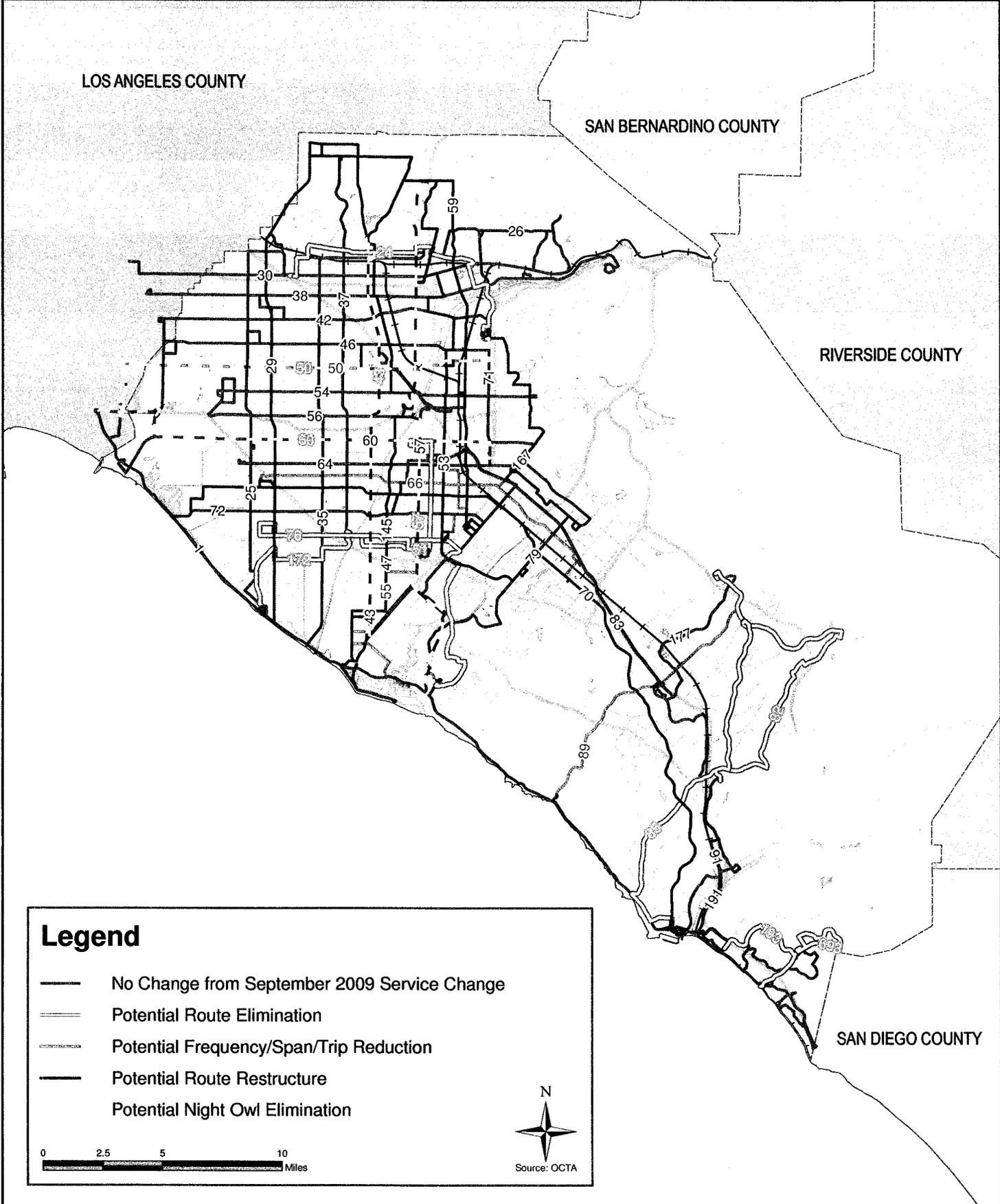
-  March 2010 Bus System
-  Potential ACCESS Footprint
-  ACCESS Footprint Potentially Eliminated



Source: OCTA



Recommended Strategy for 150,000 Annual Revenue Vehicle Hour Reductions Sunday Network



LOS ANGELES COUNTY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

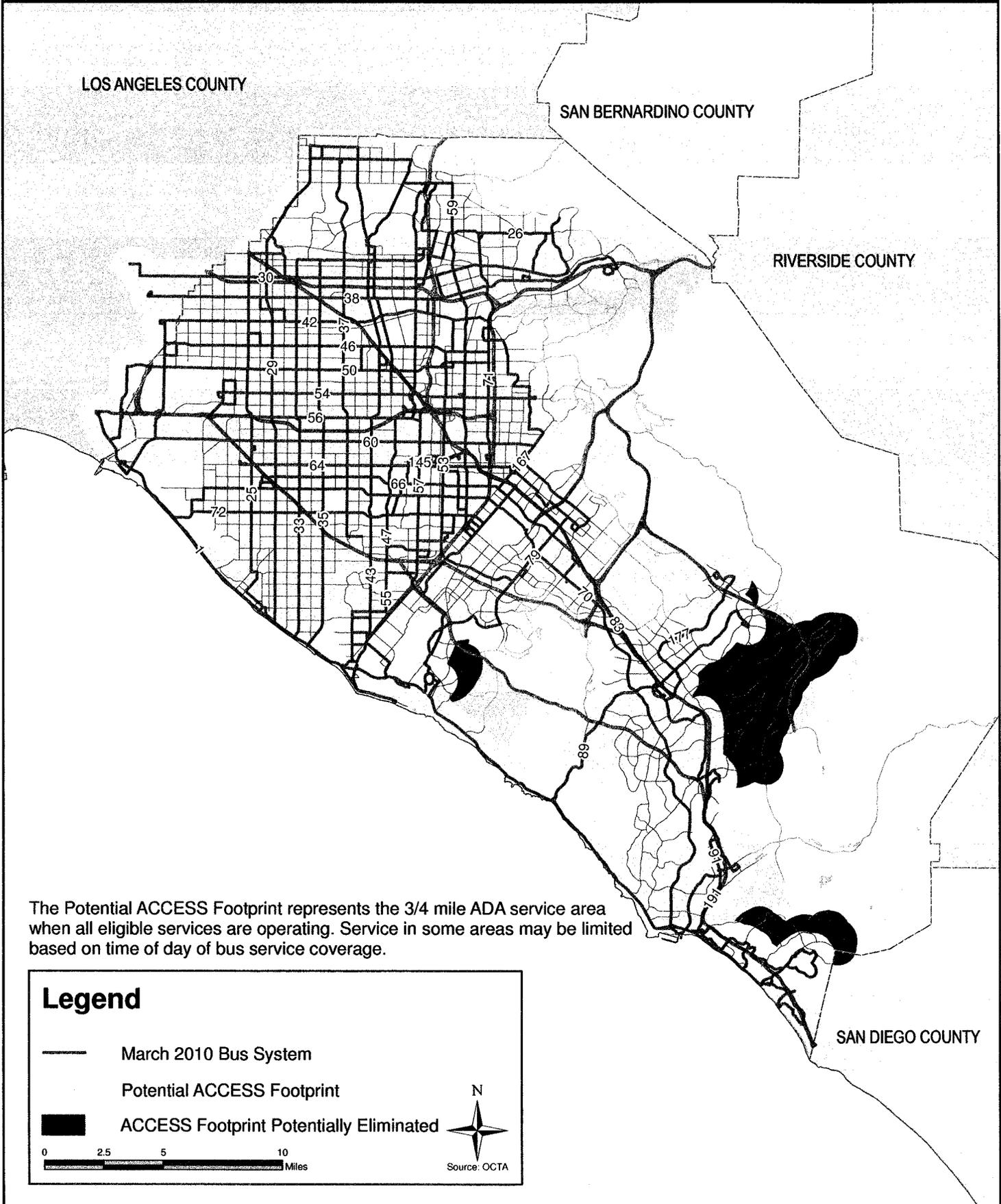
SAN DIEGO COUNTY

Legend

- No Change from September 2009 Service Change
- Potential Route Elimination
- Potential Frequency/Span/Trip Reduction
- Potential Route Restructure
- Potential Night Owl Elimination



Potential Bus System With 150,000 Annual Revenue Vehicle Hour Reductions Sunday Network



The Potential ACCESS Footprint represents the 3/4 mile ADA service area when all eligible services are operating. Service in some areas may be limited based on time of day of bus service coverage.

Legend

- March 2010 Bus System
- Potential ACCESS Footprint
- ACCESS Footprint Potentially Eliminated

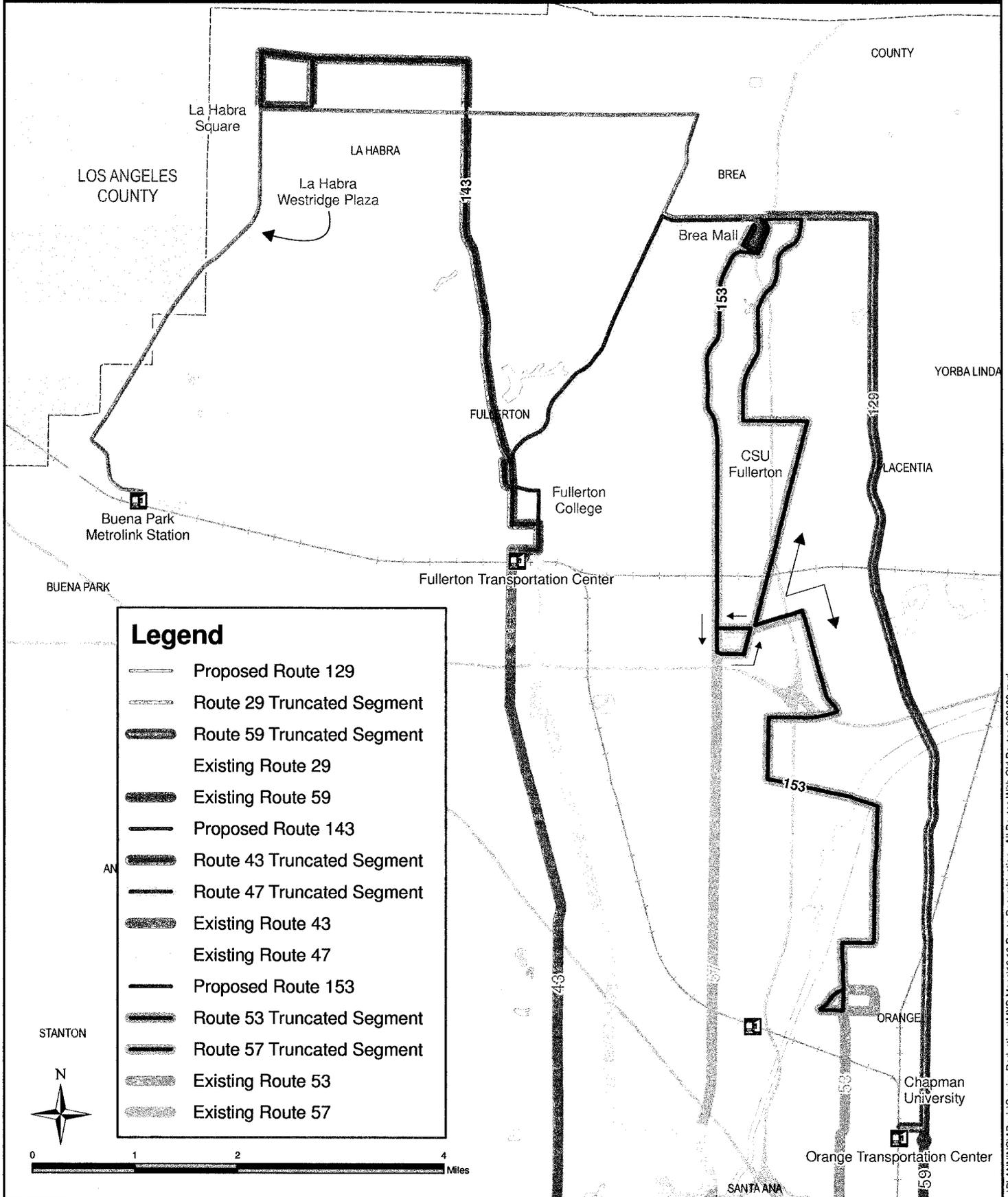
Source: OCTA

0 2.5 5 10 Miles

L:\PLANNING\ADavis\Service Reductions\MXD Maps\18.12 Staff Report - Sunday - 150 VSH Saving - New Network 103009.mxd

North County Restructuring

Proposed Routes 129, 143, and 153



Legend

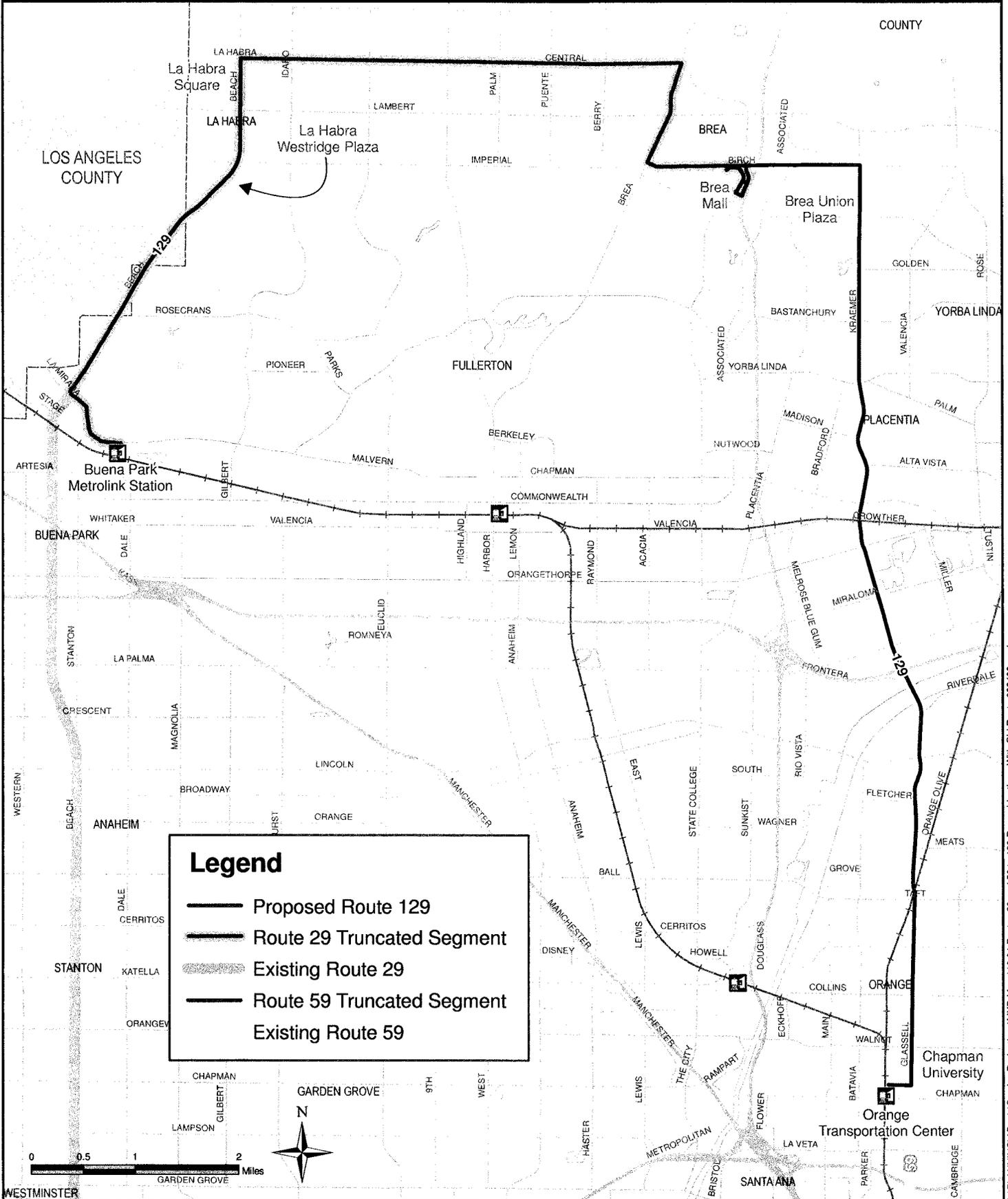
- Proposed Route 129
- Route 29 Truncated Segment
- Route 59 Truncated Segment
- Existing Route 29
- Existing Route 59
- Proposed Route 143
- Route 43 Truncated Segment
- Existing Route 43
- Existing Route 47
- Proposed Route 153
- Route 53 Truncated Segment
- Route 57 Truncated Segment
- Existing Route 53
- Existing Route 57

STANTON



Proposed Route 129

Buena Park Metrolink Station to Orange Transportation Center



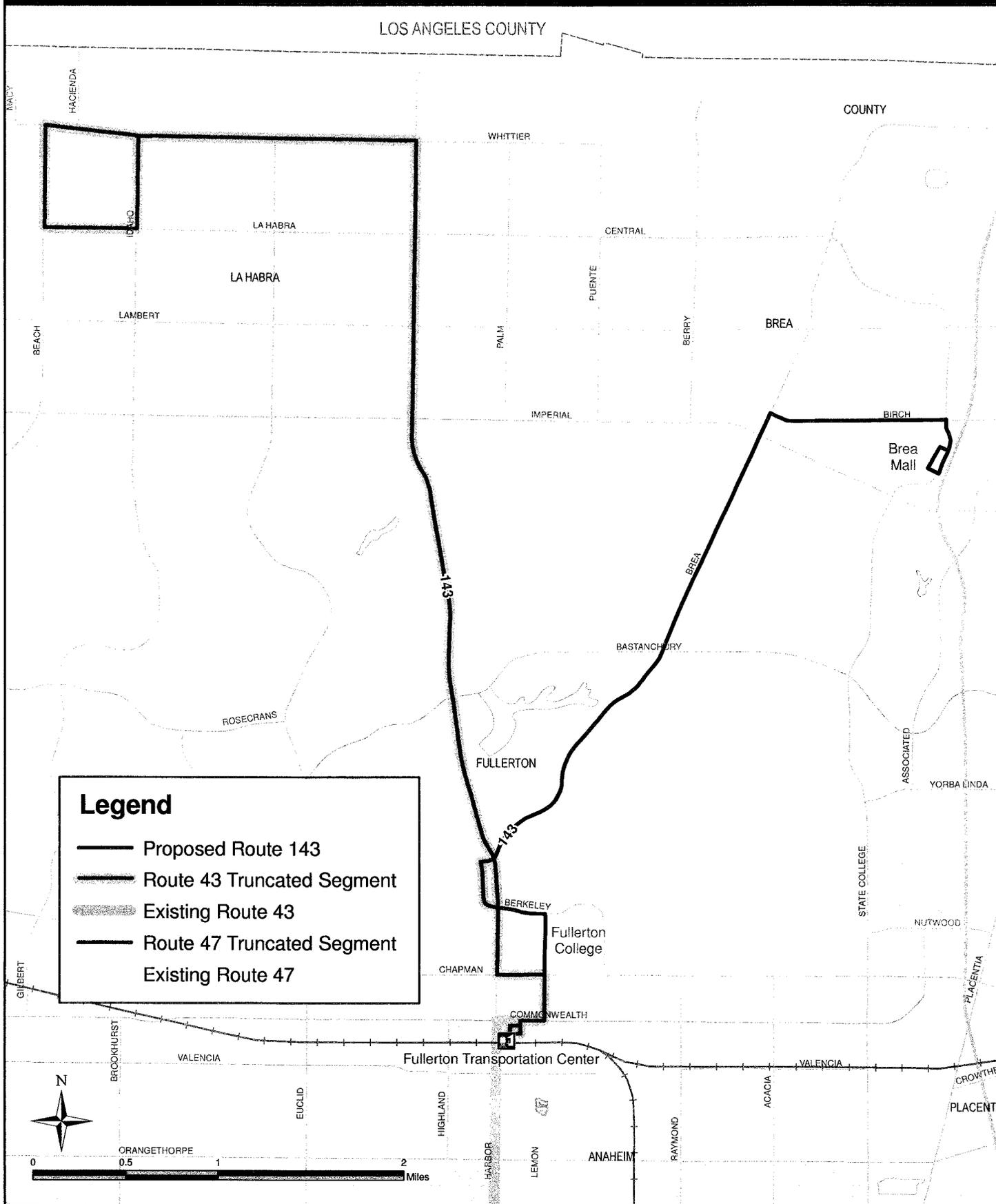
Legend

- Proposed Route 129
- Route 29 Truncated Segment
- Existing Route 29
- Route 59 Truncated Segment
- Existing Route 59



Proposed Route 143

La Habra to Brea Mall



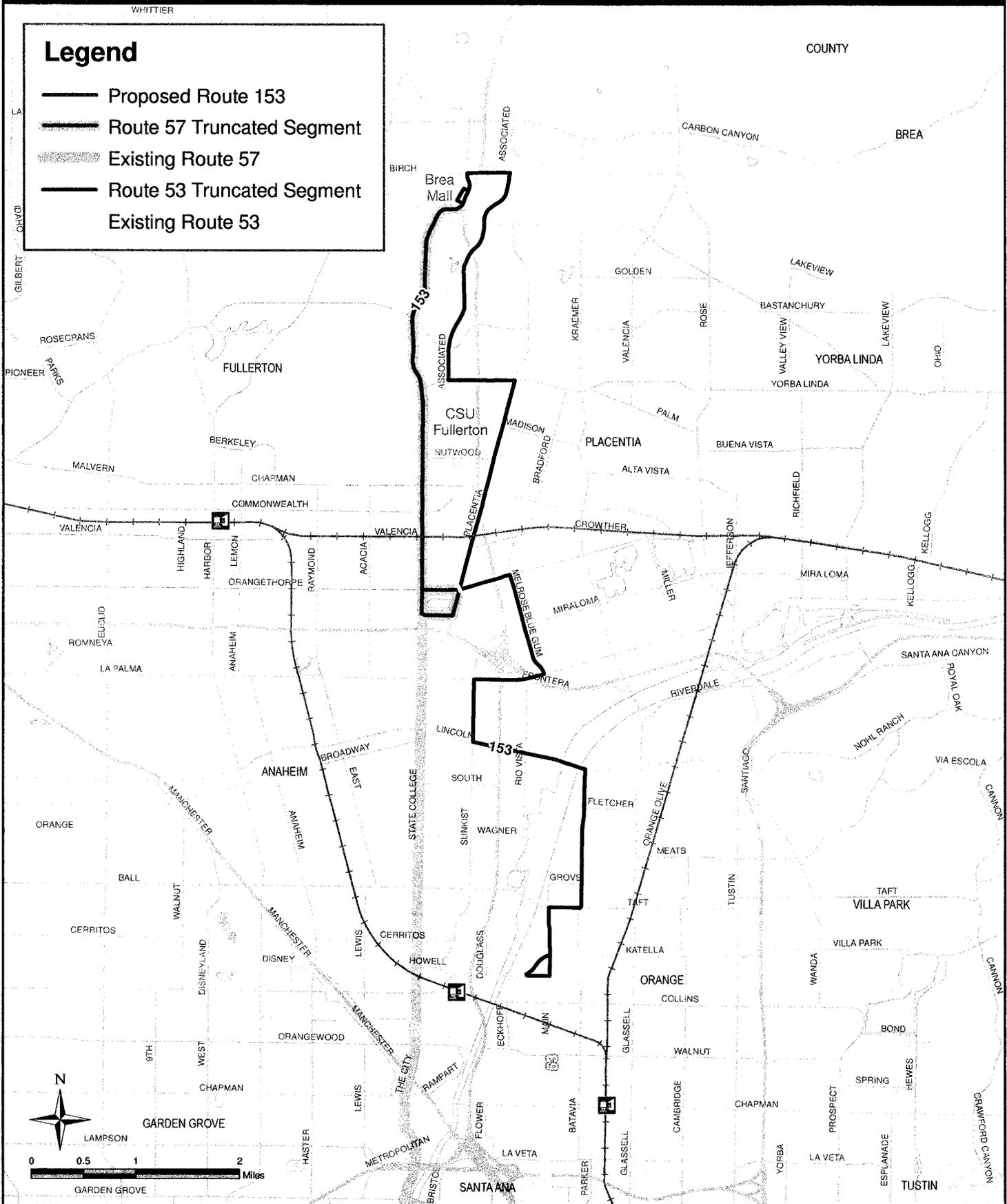
Proposed Route 153

Orangethorpe-State College to Main-Katella



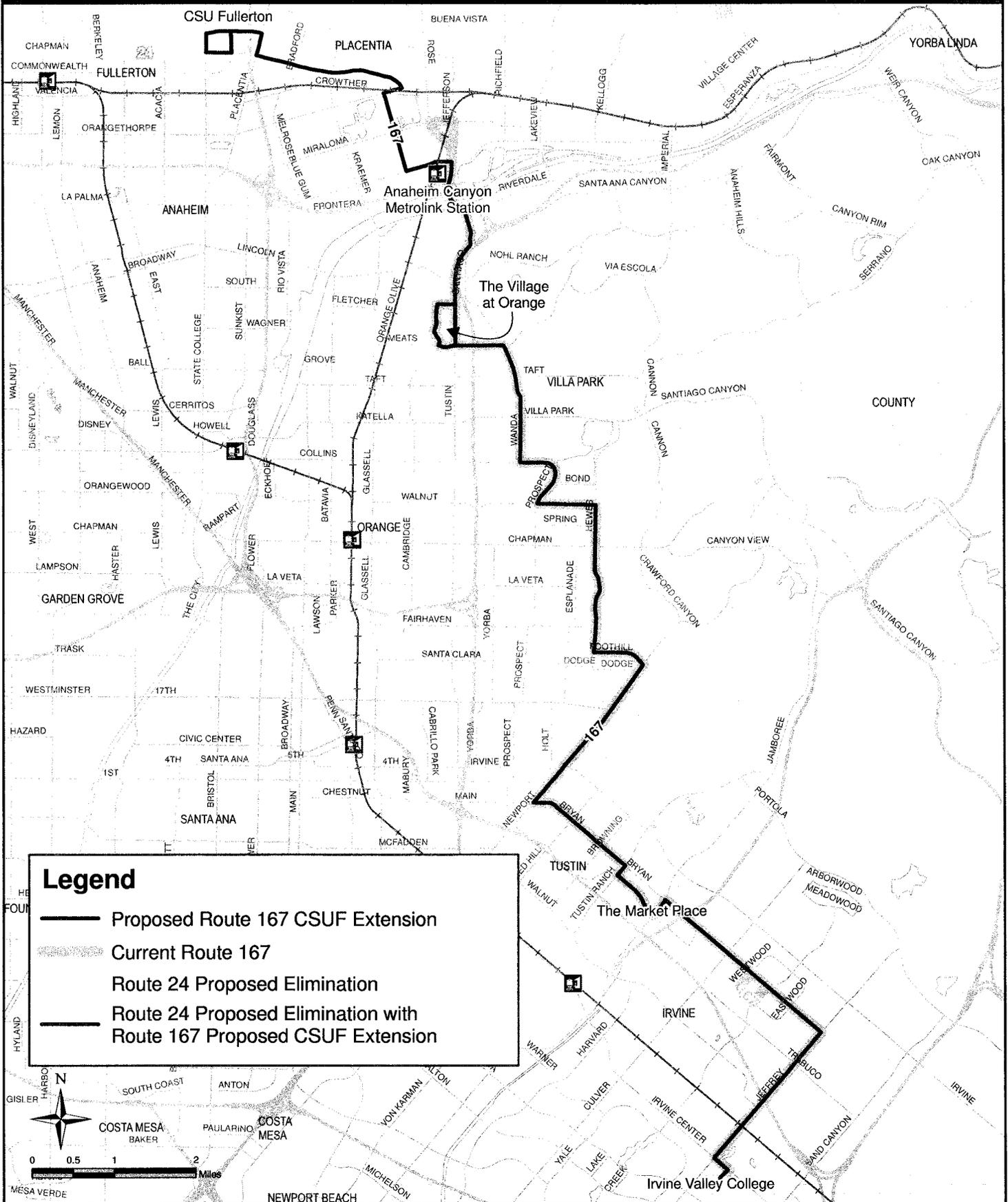
Legend

- Proposed Route 153
- Route 57 Truncated Segment
- Existing Route 57
- Route 53 Truncated Segment
- Existing Route 53



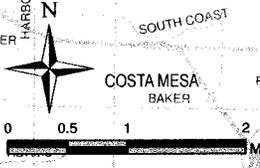
Proposed Route 167

CSU Fullerton to Irvine



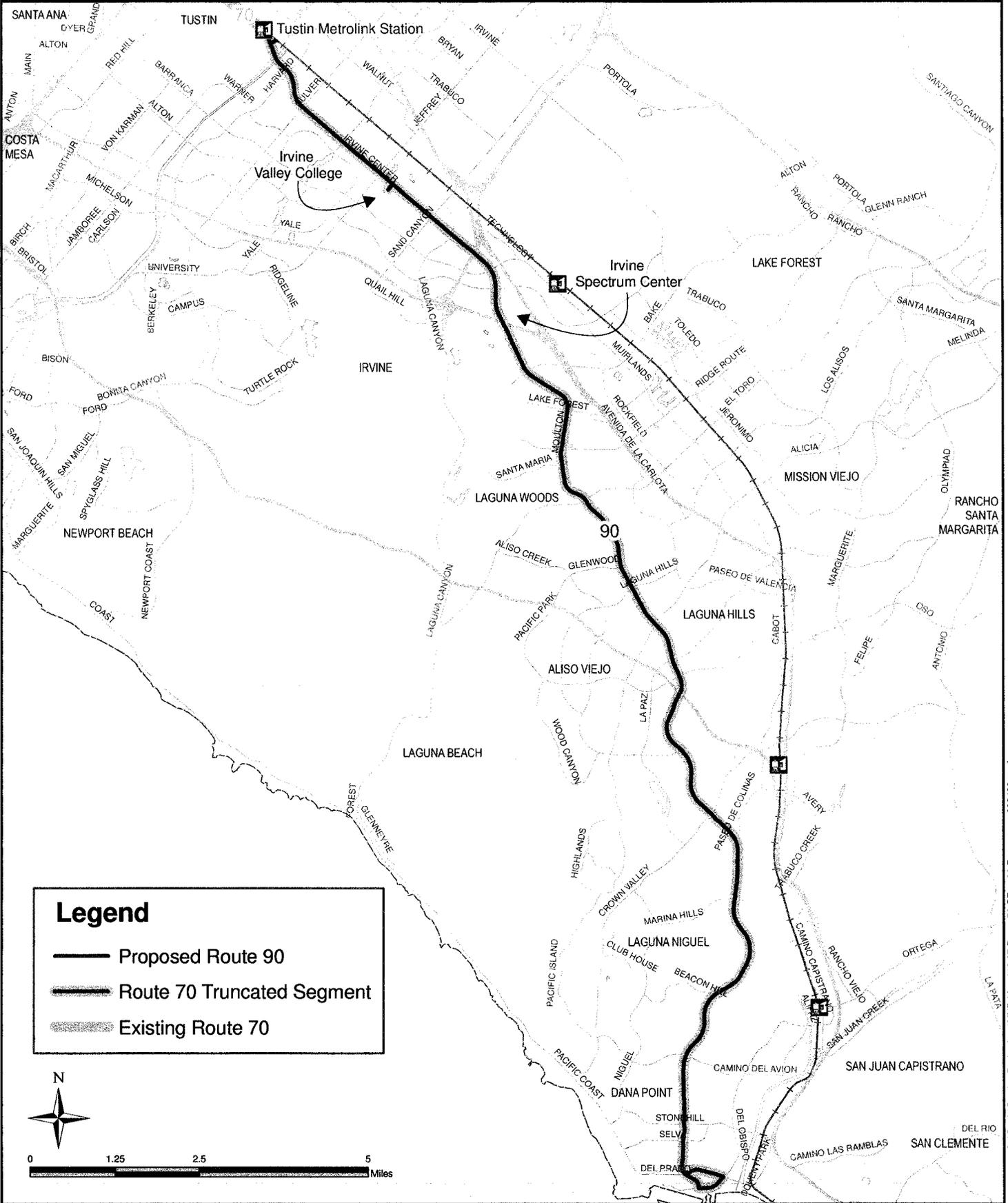
Legend

- Proposed Route 167 CSUF Extension
- Current Route 167
- Route 24 Proposed Elimination
- Route 24 Proposed Elimination with Route 167 Proposed CSUF Extension

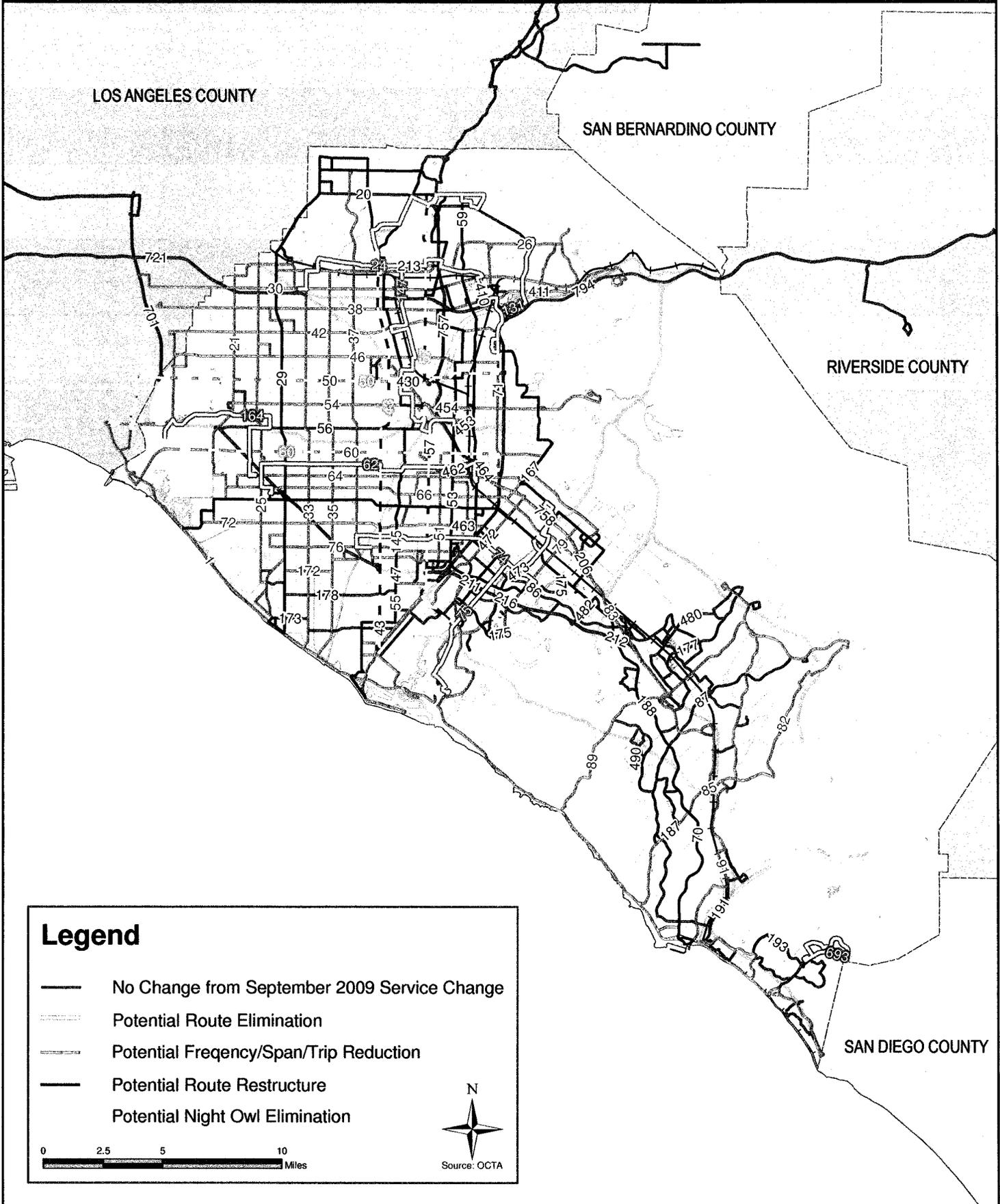


Proposed Route 90

Tustin Metrolink Station to Dana Point

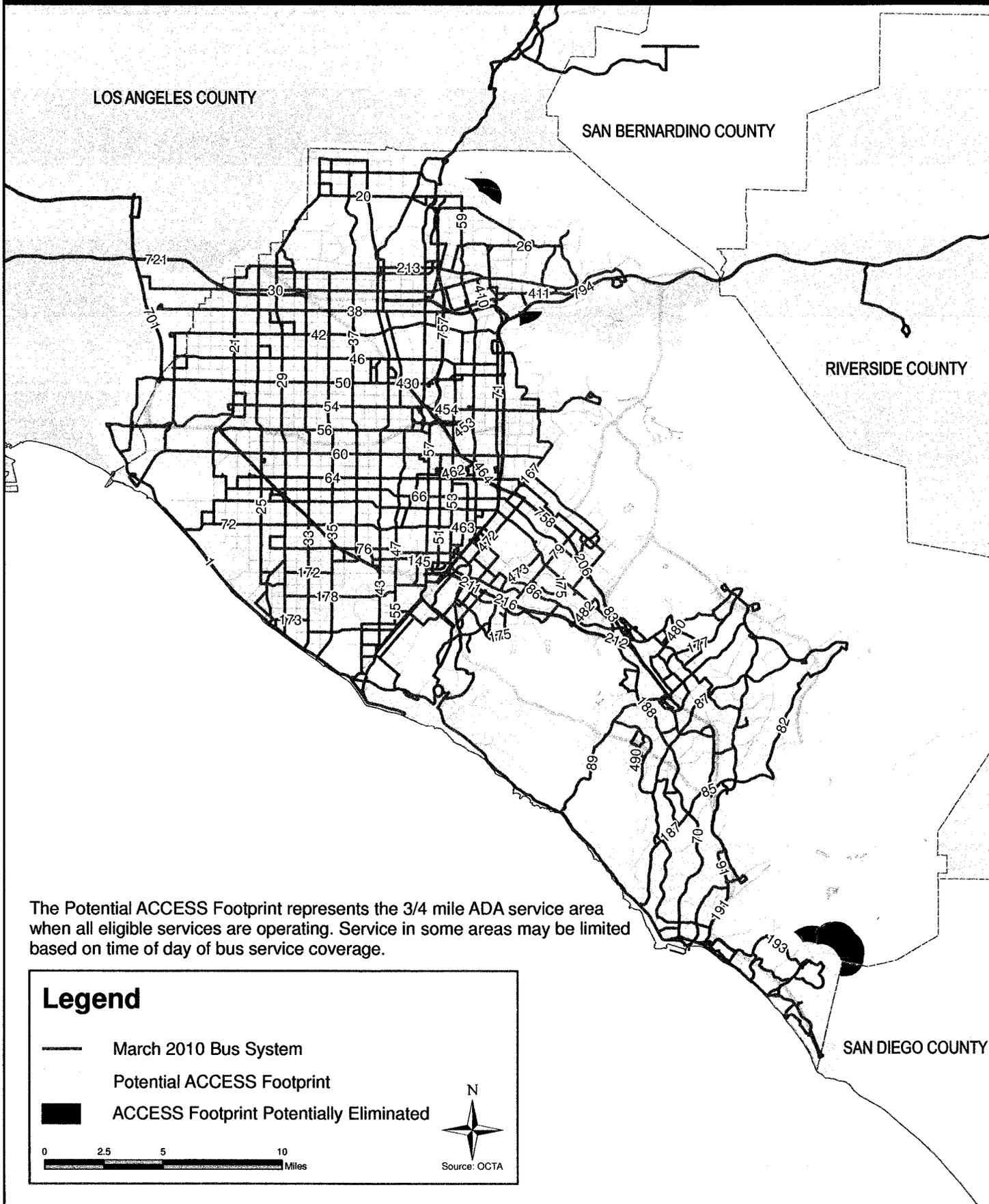


Recommended Strategy for 300,000 Annual Revenue Vehicle Hour Reductions Weekday Network



L:\PLANNING\Davis\Service Reductions\MXD Maps\18.01 Staff Report - Weekday - 300 VSH Saving 103009.mxd

Potential Bus System With 300,000 Annual Revenue Vehicle Hour Reductions Weekday Network



The Potential ACCESS Footprint represents the 3/4 mile ADA service area when all eligible services are operating. Service in some areas may be limited based on time of day of bus service coverage.

Legend

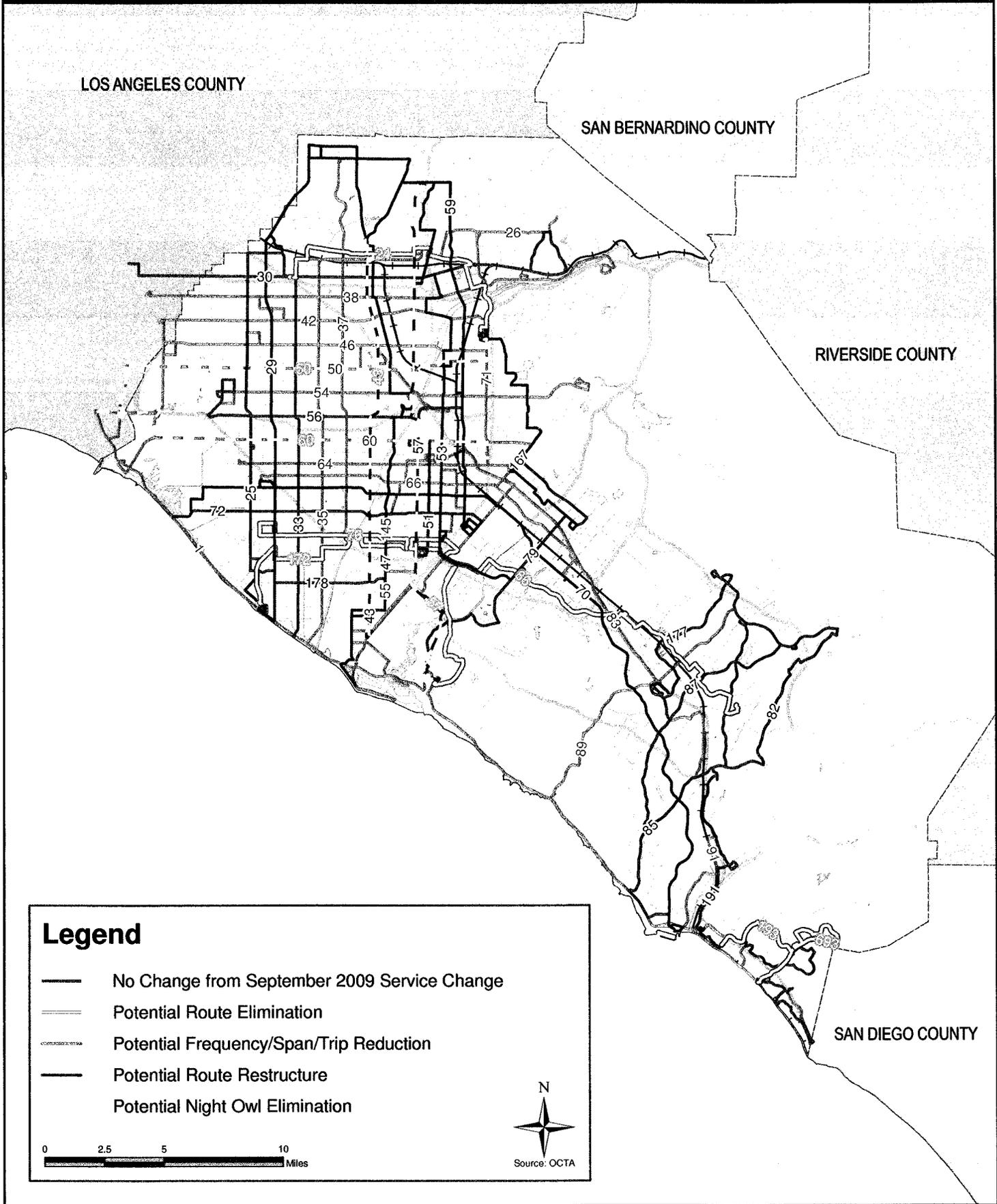
- March 2010 Bus System
- Potential ACCESS Footprint
- ACCESS Footprint Potentially Eliminated

Source: OCTA

0 2.5 5 10 Miles

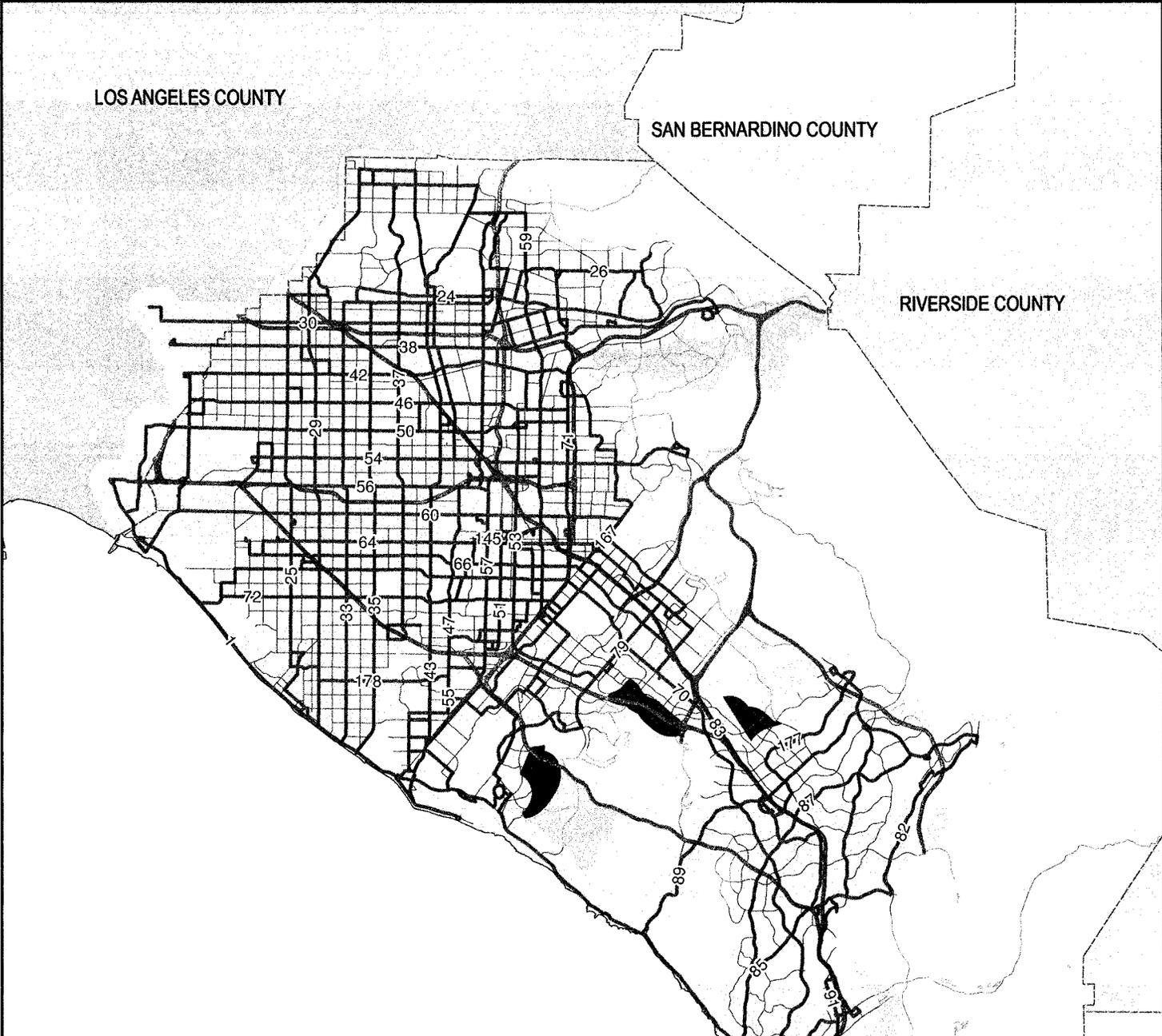
L:\PLANNING\Davis\Service Reductions\MXD Maps\18.03 Staff Report - Weekday - 300 VSH Saving - New Network 103009.mxd

Recommended Strategy for 300,000 Annual Revenue Vehicle Hour Reductions Saturday Network



W:\Request\Operations\Requests\ServiceReduction\mxd\18.05 Staff Report - Saturday - 300 VSH Saving 103009.mxd

Potential Bus System With 300,000 Annual Revenue Vehicle Hour Reductions Saturday Network



The Potential ACCESS Footprint represents the 3/4 mile ADA service area when all eligible services are operating. Service in some areas may be limited based on time of day of bus service coverage.

Legend

- March 2010 Bus System
- Potential ACCESS Footprint
- ACCESS Footprint Potentially Eliminated

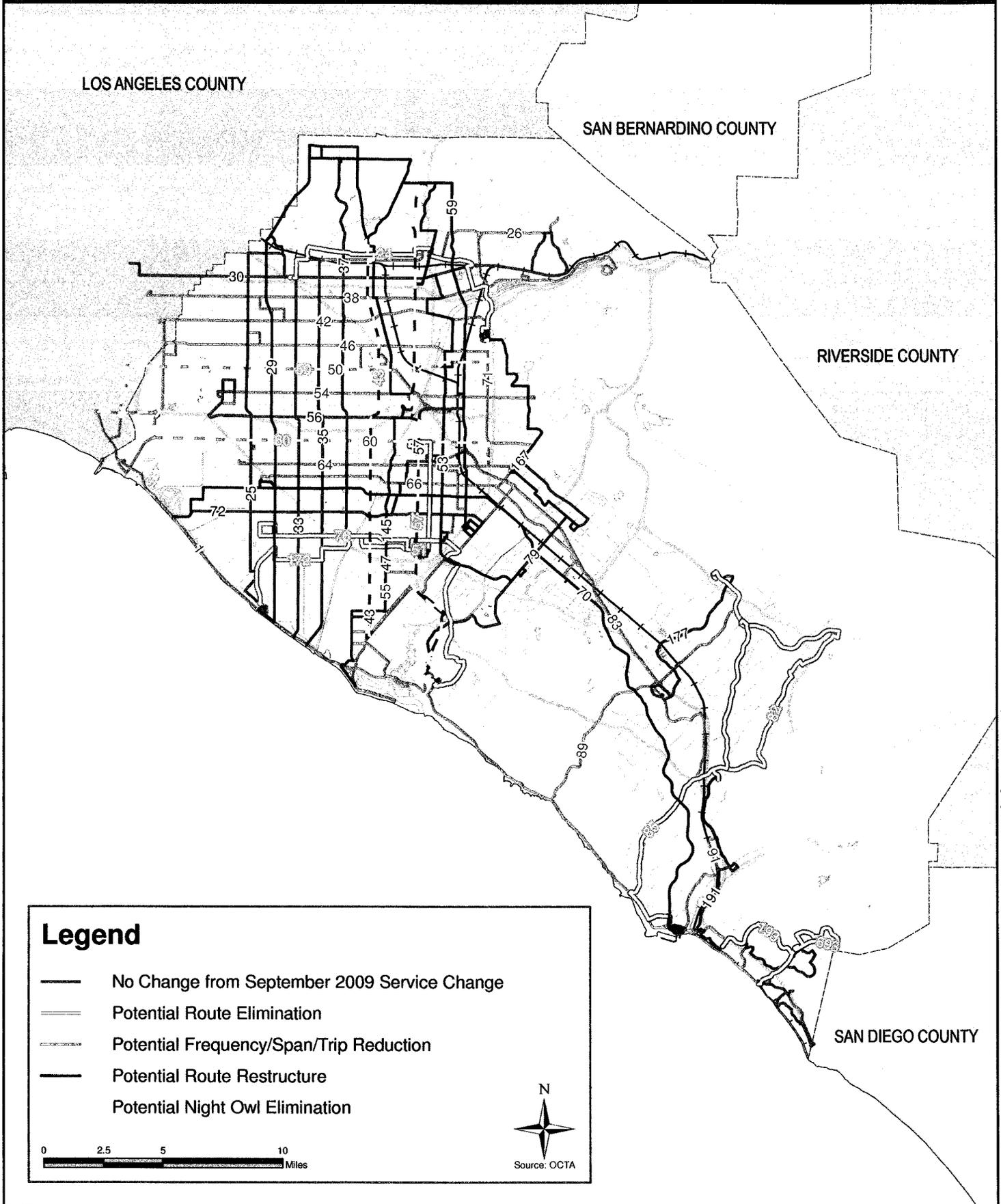
0 2.5 5 10
Miles

N

Source: OCTA

L:\PLANNING\ADavis\Service Reductions\MXD Maps\18.07 Staff Report - Saturday - 300 VSH Saving - New Network 103009.mxd

Recommended Strategy for 300,000 Annual Revenue Vehicle Hour Reductions Sunday Network



Legend

- No Change from September 2009 Service Change
- Potential Route Elimination
- Potential Frequency/Span/Trip Reduction
- Potential Route Restructure
- Potential Night Owl Elimination



W:\Requests\Operations\Requests\ServiceReduction\mxd\18.09 Staff Report - Sunday - 300 VSH Saving 103009.mxd

Potential Bus System With 300,000 Annual Revenue Vehicle Hour Reductions Sunday Network

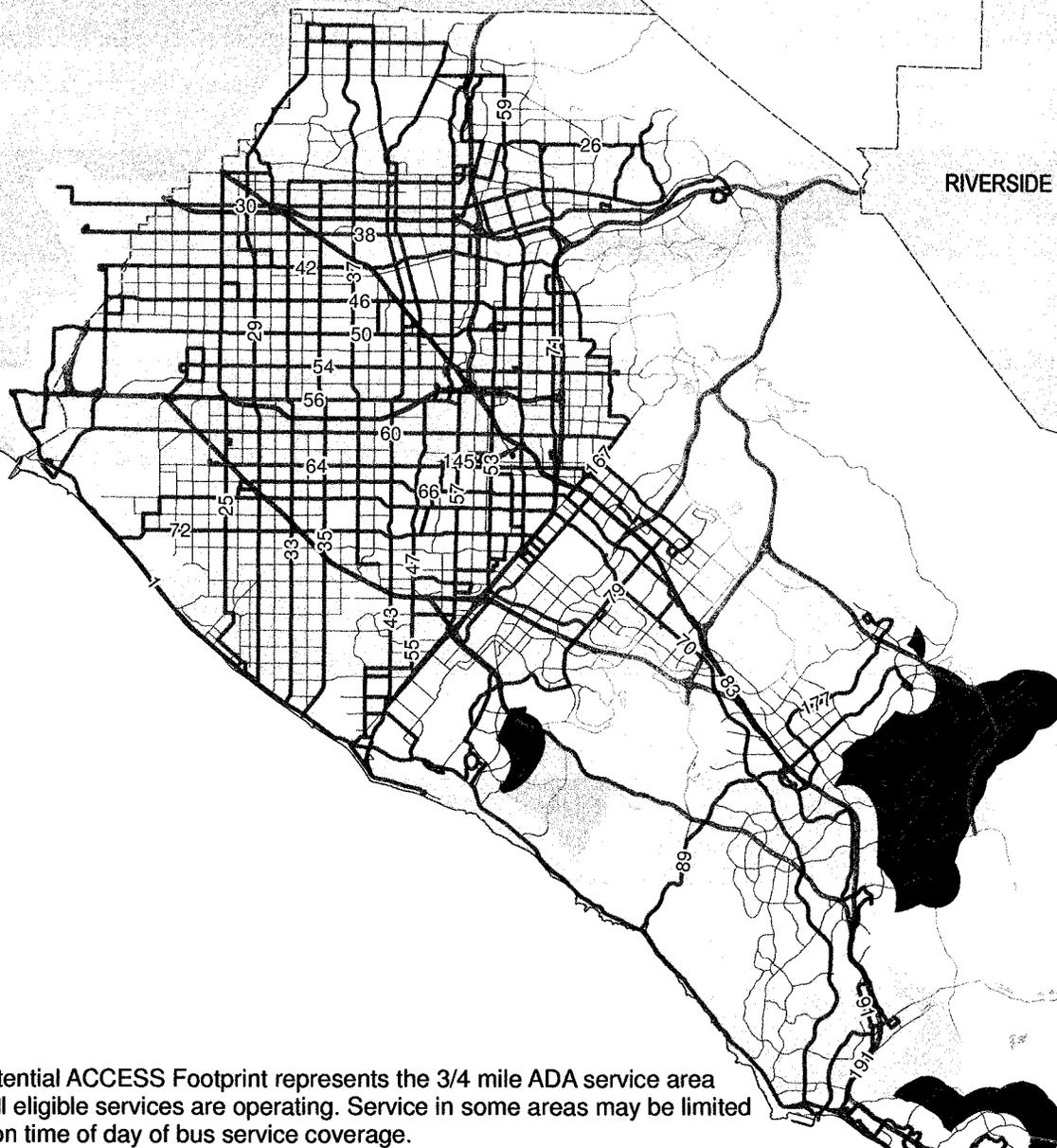


LOS ANGELES COUNTY

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

SAN DIEGO COUNTY



The Potential ACCESS Footprint represents the 3/4 mile ADA service area when all eligible services are operating. Service in some areas may be limited based on time of day of bus service coverage.

Legend

-  March 2010 Bus System
-  Potential ACCESS Footprint
-  ACCESS Footprint Potentially Eliminated

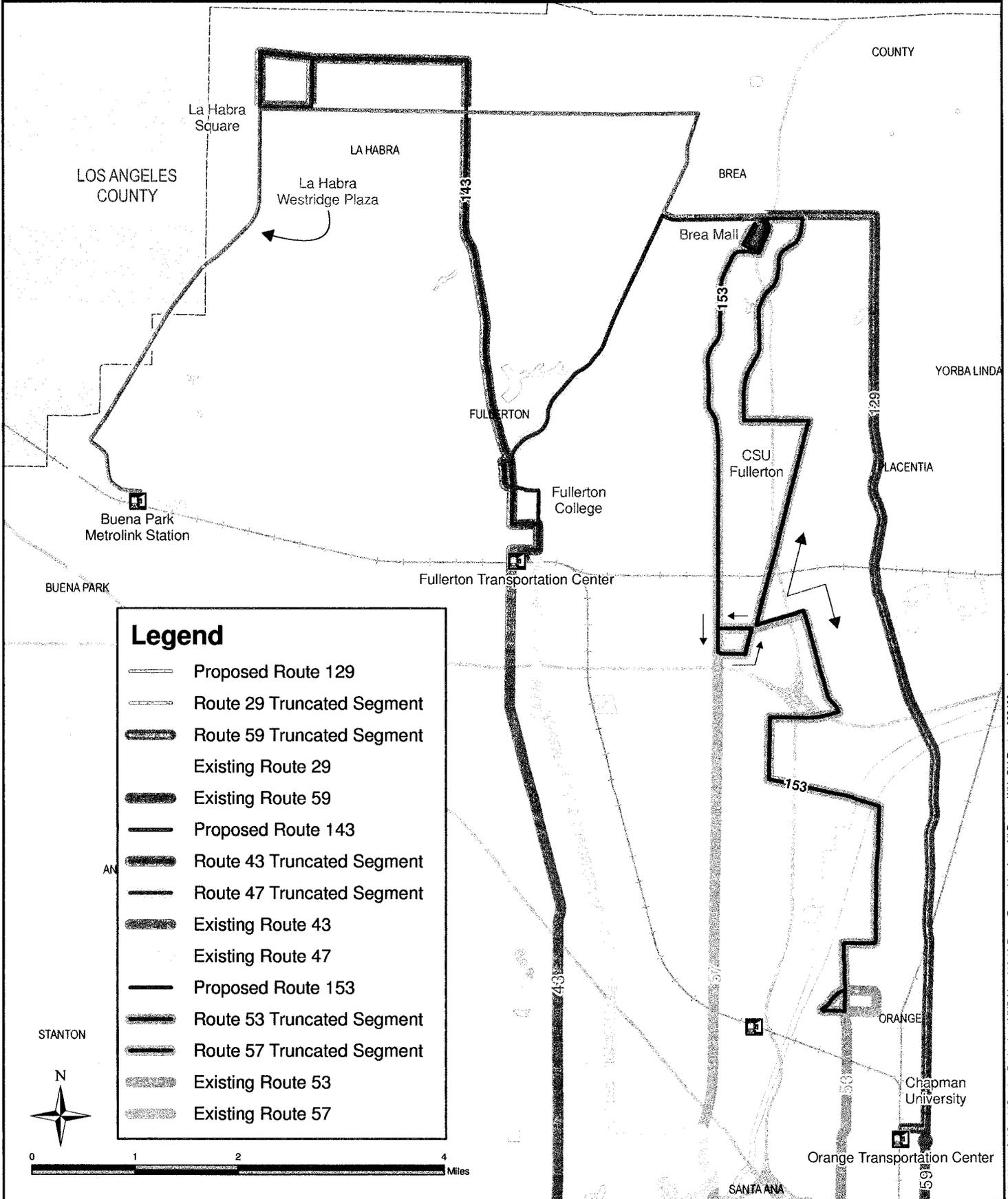


Source: OCTA

0 2.5 5 10
Miles

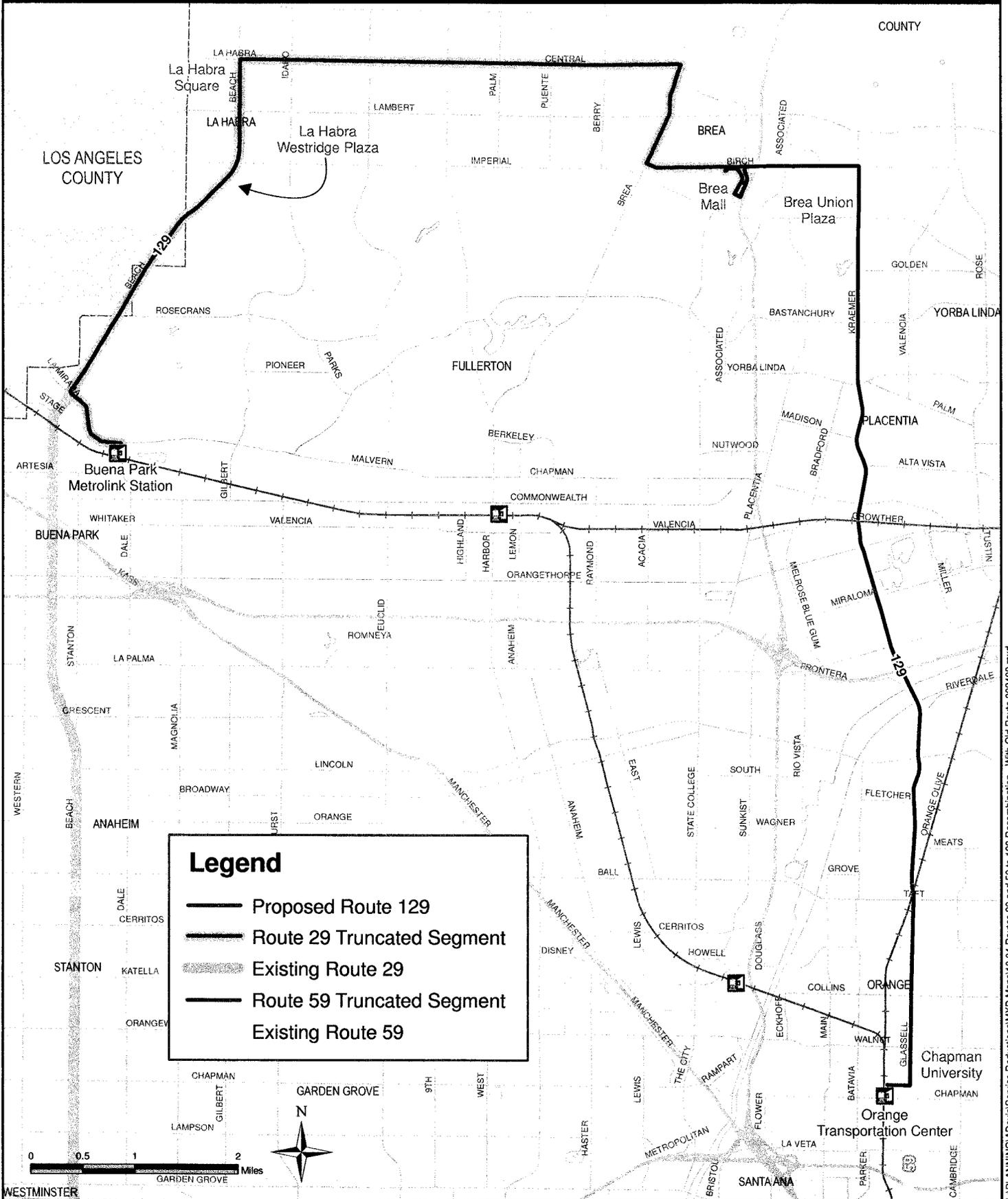
North County Restructuring

Proposed Routes 129, 143, and 153



Proposed Route 129

Buena Park Metrolink Station to Orange Transportation Center



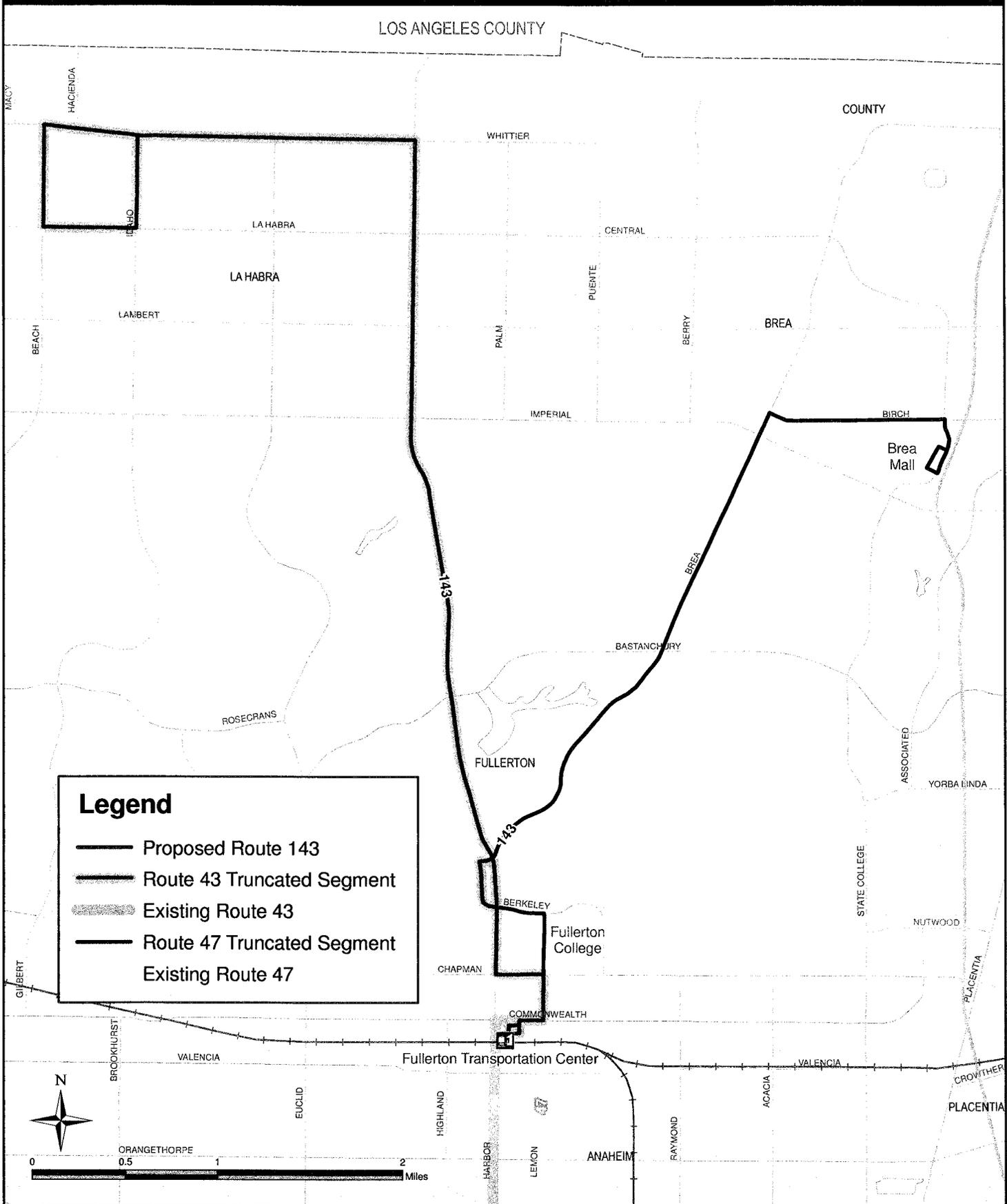
Legend

- Proposed Route 129
- Route 29 Truncated Segment
- Existing Route 29
- Route 59 Truncated Segment
- Existing Route 59

L:\PLANNING\ADavis\GIS\Map\11.04 Routes 29 and 59 to 129 Recombination - With Old Route 092409.mxd

Proposed Route 143

La Habra to Brea Mall



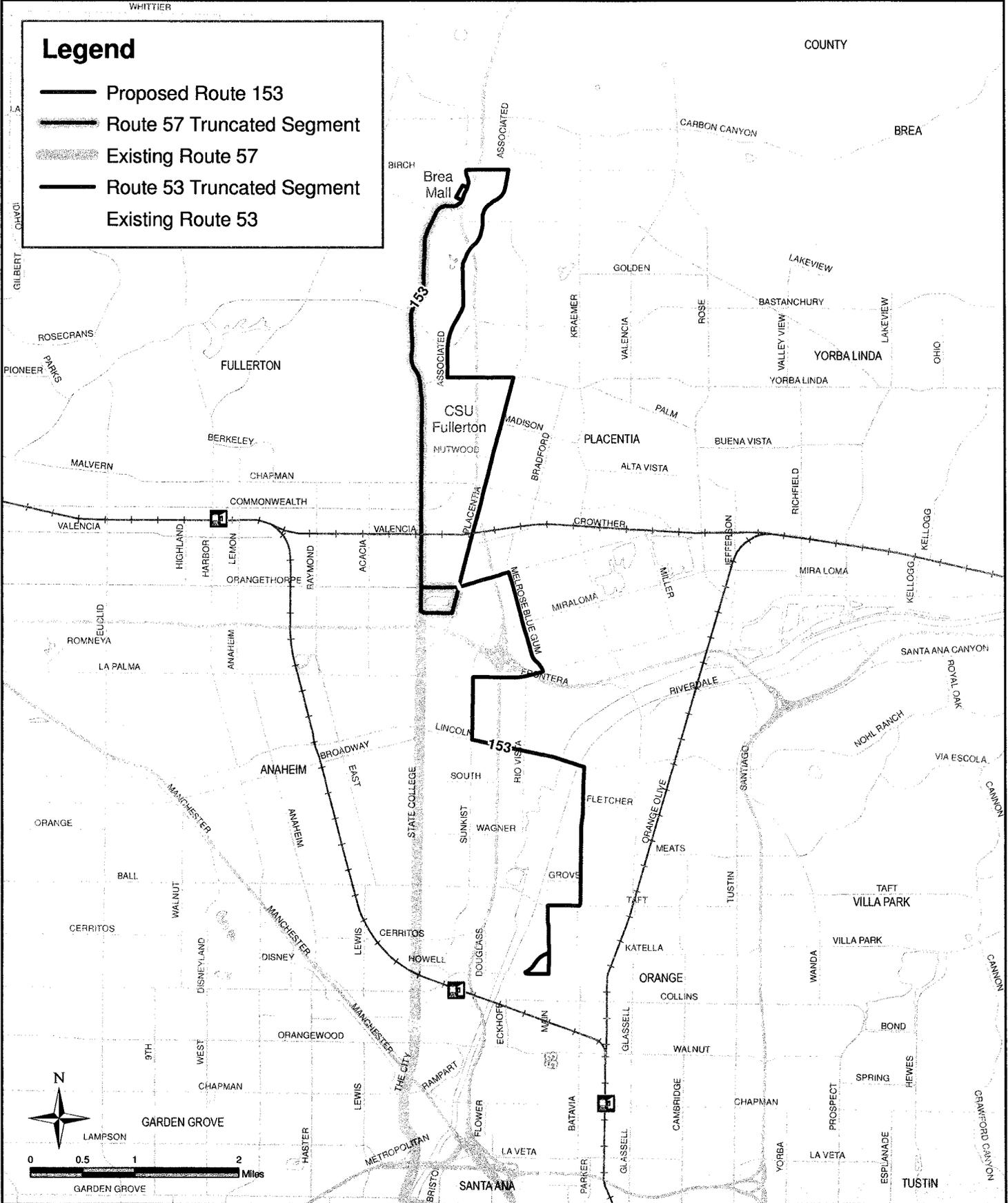
Proposed Route 153

Orangethorpe-State College to Main-Katella



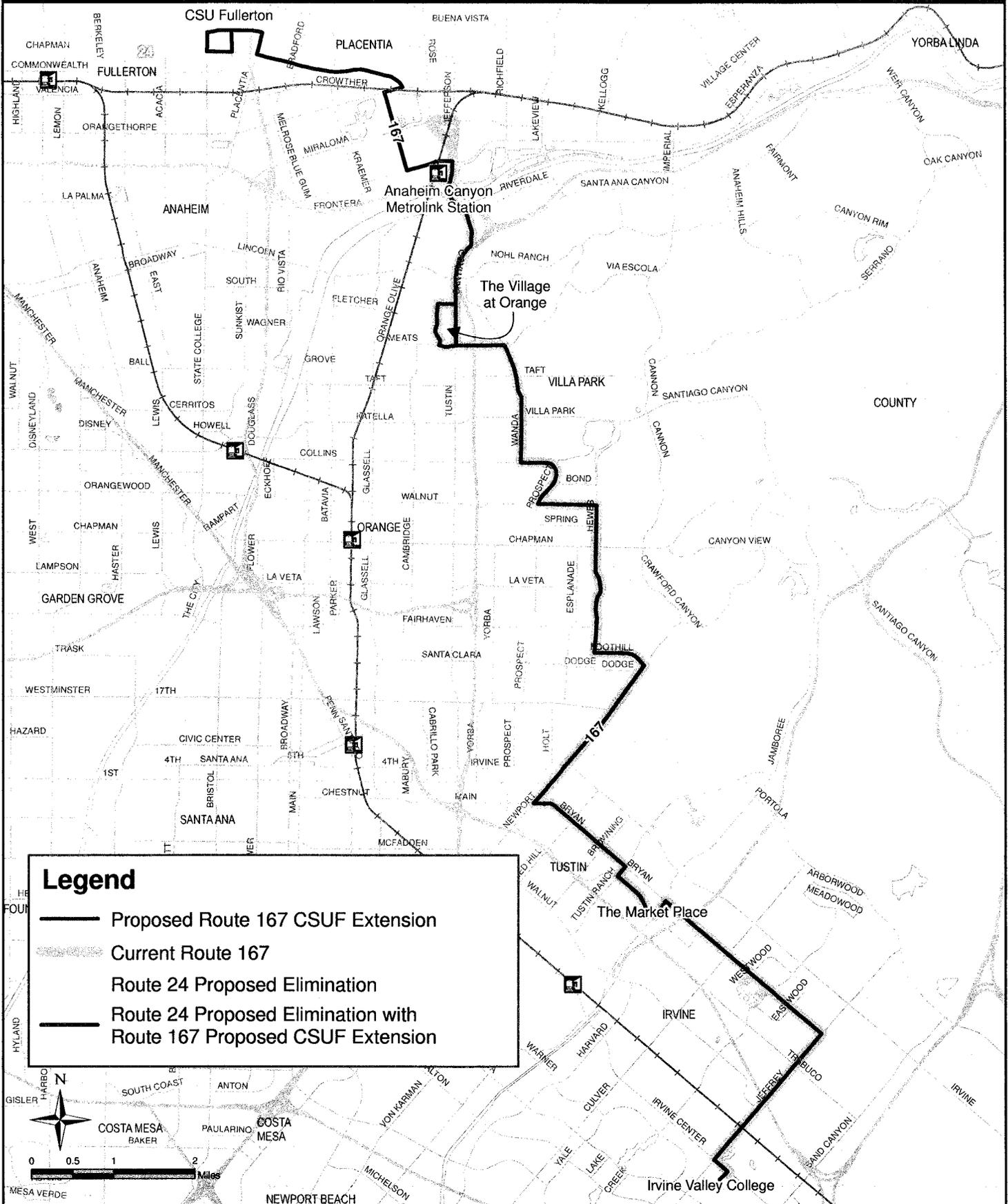
Legend

- Proposed Route 153
- Route 57 Truncated Segment
- Existing Route 57
- Route 53 Truncated Segment
- Existing Route 53



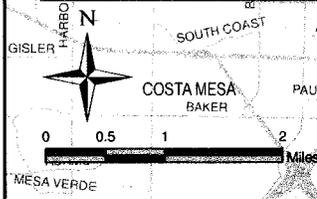
Proposed Route 167

CSU Fullerton to Irvine



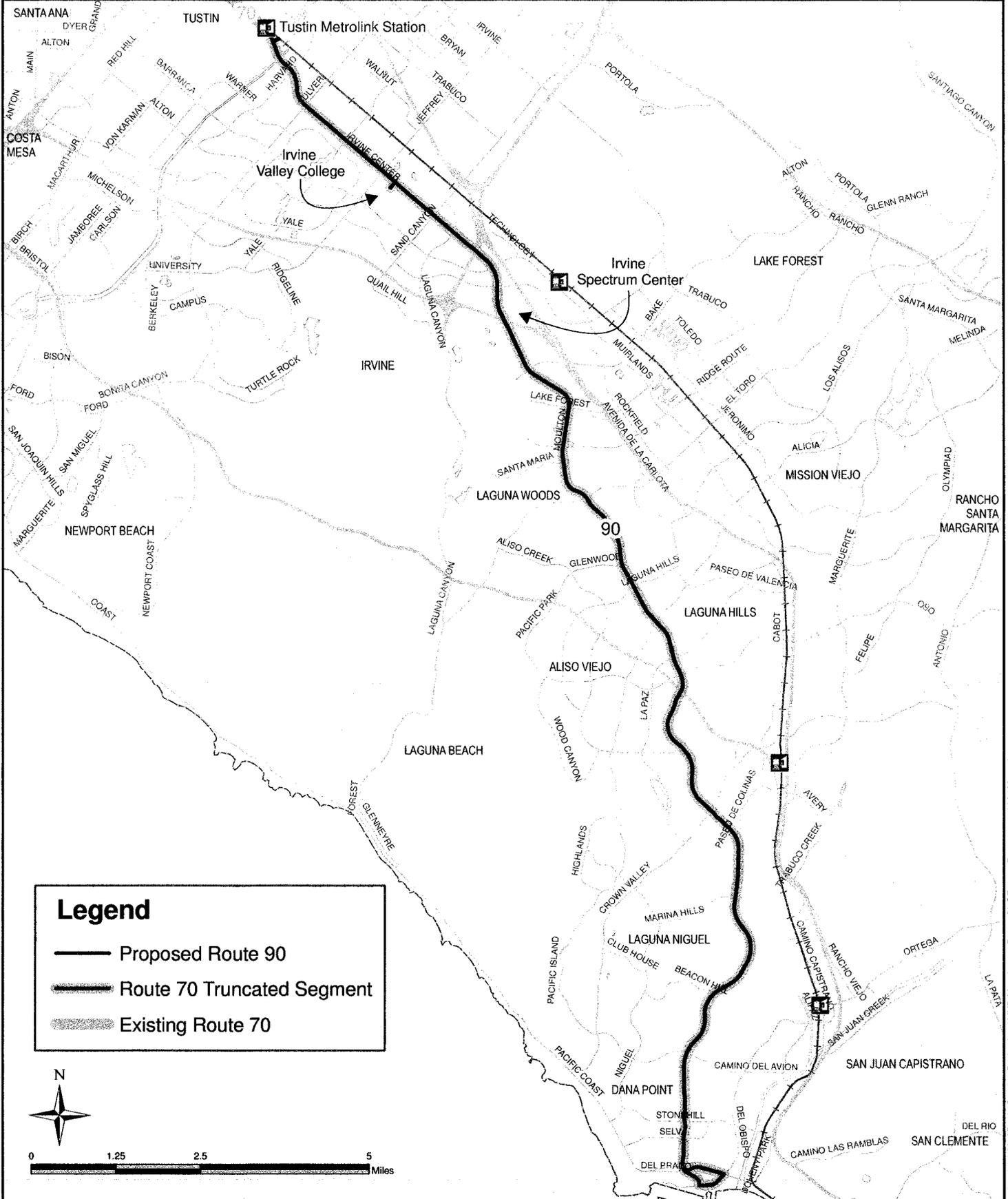
Legend

- Proposed Route 167 CSUF Extension
- Current Route 167
- Route 24 Proposed Elimination
- Route 24 Proposed Elimination with Route 167 Proposed CSUF Extension



Proposed Route 90

Tustin Metrolink Station to Dana Point



OCTA TIERS OF SERVICE

Tier I:

15 bus routes composing the county's transit core accounting for 68% of daily ridership

29	La Habra/Beach	Brea to Huntington Beach
37	Euclid	La Habra to Fountain Valley
38	La Palma	Lakewood to Anaheim Hills
42	Seal Beach/Los Alamitos/Lincoln	Seal Beach to Orange
43*	Harbor	La Habra to Costa Mesa
47	Brea/Anaheim/Fairview	Brea to Newport Beach
50*	Katella	Long Beach to Orange
53	Main	Brea to Irvine
54	Chapman	Garden Grove to Orange
55	Standard/Bristol/Fairview/17th	Santa Ana to Newport Beach
57*	State College/Bristol	Brea to Newport Beach
60*	Westminster/17th	Long Beach to Tustin
64	Boise/1st	Huntington Beach to Tustin
66	McFadden	Huntington Beach to Irvine
70	Edinger/Irvine Center/Moulton/Golden Lantern	Sunset Beach to Dana Point

*Night Owl Routes

Tier IIA:

6 feeder routes to the core chosen for high ridership (7% of the system) and expanded area coverage

26	Commonwealth/Yorba Linda	Fullerton to Yorba Linda
71	Tustin/Red Hill/Newport	Yorba Linda to Balboa
83	Katella/Main/5 Fwy	Anaheim to Laguna Hills
89	El Toro/Laguna Canyon	Mission Viejo to Laguna Beach
91	Valencia/Capistrano/Del Obispo	Laguna Hills to San Clemente
794	Riverside/Corona -- South Coast Metro Express	via 91 Fwy / 55 Fwy

Tier IIB:

6 feeder routes to the core chosen to expand coverage while serving as many customers as possible (7% of the system)

01	Pacific Coast Highway	Long Beach to San Clemente
30	Orangethorpe	Cerritos to Anaheim
35	Brookhurst	Fullerton to Huntington Beach
79	Irvine/Culver/University	Tustin to Newport Beach
178	Adams/Birch/Campus	Huntington Beach to Irvine
721	Los Angeles -- Fullerton Express	via 110 Fwy / 91 Fwy

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Tier III:

The remaining 53 system bus routes accounting for 18% of total ridership

20	Imperial	La Habra to Yorba Linda
21	Valley View / Bolsa Chica	Fullerton to Huntington Beach
24	Malvern / Chapman / Tustin	Fullerton to Orange
25	Knott / Golden West	Fullerton to Huntington Beach
33	Magnolia	Fullerton to Huntington Beach
46	Ball / Taft	Los Alamitos to Orange
51	Flower	Santa Ana to Costa Mesa
56	Garden Grove	Garden Grove to Orange
59	Kraemer / Glassell / Grand / Von Karman	Brea to Irvine
62	Goldenwest / Hazard / Civic Center	Huntington Beach to Santa Ana
72	Warner	Sunset Beach to Tustin
74	Seegerstrom / Dyer / Barranca	Fountain Valley to Irvine
75	Harvard / Jamboree	Tustin to Newport Beach
76	Talbert / MacArthur	Huntington Beach to Newport Beach
82	Portola / Santa Margarita / Antonio / Crown Valley	Foothill Ranch to Laguna Niguel
85	Marguerite / Crown Valley	Mission Viejo to Dana Point
86	Alton / Jeronimo	Costa Mesa to Mission Viejo
87	Alicia	Rancho Santa Margarita to Laguna Niguel
131	Lakeview / Riverdale / Tustin	Yorba Linda to Orange
145	Raiff / Greenville / Fairview	Santa Ana to Costa Mesa
147	Birch / Brea / Harbor / Raymond / Haster / La Veta	Brea to Santa Ana
164	Seal Beach / Lampson / Edwards	Seal Beach to Westminster
167	Tustin / Hewes / Bryan	Anaheim to Irvine
172	Main / Garfield / Ellis / MacArthur / Sunflower	Huntington Beach to Costa Mesa
173	Atlanta / Hamilton / Victoria / Orange / Fair / Bear	Huntington Beach to Costa Mesa
175	Yale / Campus	Irvine
177	Lake Forest / Muirlands / Los Alisos	Foothill Ranch to Laguna Hills
187	El Toro / Aliso Creek / Niguel	Laguna Hills to Dana Point
188	Moulton / Irvine Center / Alton / Ridge Route	Laguna Hills to Irvine
191	Rancho Viejo / Camino Capistrano / El Camino	Mission Viejo to San Clemente
193	Los Mares / Vera Cruz / Pico	Dana Point to San Clemente
206	Santa Ana -- Lake Forest Express	via 5 Fwy
211	Seal Beach -- Irvine Express	via 405 Fwy
212	Irvine -- San Juan Capistrano Express	via 405 Fwy
213	Brea -- Irvine Express	via 55 Fwy
216	San Juan Capistrano -- Costa Mesa Express	via 405 Fwy
410	Anaheim Canyon Station -- Anaheim Rail Feeder	
411	Anaheim Canyon Station -- Canyon Corporate Center Rail Feeder	
430	Anaheim Station -- Anaheim Resort Area Rail Feeder	
453	Orange Station -- St. Joseph's Hospital Rail Feeder	
454	Orange Station -- Garden Grove Rail Feeder	
462	Santa Ana Station -- Santa Ana Civic Center Rail Feeder	
463	Santa Ana Station -- Hutton Center Rail Feeder	
464	Santa Ana Station -- Costa Mesa Rail Feeder	
472	Tustin Station -- Irvine Business Complex Rail Feeder	
473	Tustin Station -- U. C. Irvine Rail Feeder	
480	Irvine Station -- Lake Forest Rail Feeder	
482	Irvine Station -- Irvine Center & Discovery Rail Feeder	
490	Laguna Niguel Station -- Aliso Viejo Rail Feeder	
693	San Clemente -- Pico La Pedriza Shuttle	
701	Huntington Beach -- Los Angeles Express	via 405 Fwy / 605 Fwy / 105 Fwy / 110 Fwy
757	Pomona -- Santa Ana Express	via 57 Fwy
758	Chino -- Irvine Spectrum Express	via 57 Fwy / 5 Fwy



Orange County Transportation Authority
March 2010 Service Reduction Plan
Summarized by Reduction Techniques

	150,000 RVH Reduction Scenario								300,000 RVH Reduction Scenario							
	Estimated RVH Impacts				Estimated Passenger Impacts				Estimated RVH Impacts				Estimated Passenger Impacts			
	Wkdy	Sat	Sun	Total	Wkdy	Sat	Sun	Total	Wkdy	Sat	Sun	Total	Wkdy	Sat	Sun	Total
Owl Service																
43OWL	2,800	575	625	4,000	102	101	83	286	2,800	575	625	4,000	102	101	83	286
50OWL	2,800	575	625	4,000	102	101	83	286	2,800	575	625	4,000	102	101	83	286
57OWL	2,800	575	625	4,000	102	101	83	286	2,800	575	625	4,000	102	101	83	286
60OWL	2,800	575	625	4,000	102	101	83	286	2,800	575	625	4,000	102	101	83	286
Total Owl Service	11,200	2,300	2,500	16,000	409	405	331	1,145	11,200	2,300	2,500	16,000	409	405	331	1,145
Route Restructuring																
29	7,668	1,746	1,640	11,054	1,160	938	714	2,812	7,668	4,804	3,467	15,939	1,160	2,210	2,436	5,806
43	5,367	762	741	6,870	634	326	144	1,104	5,367	2,634	2,613	10,614	634	1,943	2,168	4,745
47	4,697	961	1,034	6,692	120	140	224	484	4,697	961	1,034	6,692	120	140	224	484
53	15,198	1,633	1,821	18,652	740	330	368	1,438	27,056	3,713	4,054	34,823	2,732	1,868	1,331	5,931
57	4,660	976	897	6,533	2,166	1,388	832	4,386	4,660	976	897	6,533	2,166	1,388	832	4,386
59	14,438	762	680	15,880	1,418	823	272	2,513	18,072	762	680	19,514	1,646	823	272	2,741
60	(500)	(100)	(100)	(700)	65	75	84	224	-	-	-	-	-	-	-	-
70	16,460	2,835	2,200	21,495	1,380	690	556	2,626	23,600	3,857	2,780	30,237	1,860	1,010	832	3,702
90	(13,643)	(1,735)	(1,585)	(16,963)	-	-	-	-	(13,643)	(1,735)	(1,585)	(16,963)	-	-	-	-
129	(14,349)	(1,863)	(2,078)	(18,289)	-	-	-	-	(14,349)	(1,863)	(2,078)	(18,289)	-	-	-	-
143	(9,906)	(1,795)	(1,840)	(13,541)	-	-	-	-	(9,906)	(1,795)	(1,840)	(13,541)	-	-	-	-
153	(15,304)	(1,786)	(1,988)	(19,078)	-	-	-	-	(15,304)	(1,786)	(1,988)	(19,078)	-	-	-	-
167	(5,016)	(345)	(385)	(5,746)	-	88	80	168	(5,016)	(345)	(385)	(5,746)	-	88	80	168
Total Route Restructuring	9,770	2,051	1,037	12,859	7,683	4,798	3,274	15,755	32,902	10,183	7,649	50,735	10,318	9,470	8,175	27,963
Route Elimination																
24	12,500	1,450	1,600	15,550	667	239	158	1,064	12,500	1,450	1,600	15,550	667	239	158	1,064
51	-	-	1,275	1,275	-	-	284	284	-	-	1,275	1,275	-	-	-	-
62	10,421	-	-	10,421	991	-	-	991	10,421	-	-	10,421	991	-	-	991
74	2,805	-	-	2,805	237	-	-	237	2,805	-	-	2,805	237	-	-	237
75	6,681	-	-	6,681	125	-	-	125	6,681	-	-	6,681	125	-	-	125
76	-	1,156	1,165	2,321	-	321	238	559	-	1,156	1,165	2,321	-	321	238	559
82	-	-	803	803	-	-	268	268	-	-	803	803	-	-	268	268
85	-	-	1,503	1,503	-	-	372	372	-	-	1,503	1,503	-	-	372	372
86	-	1,560	-	1,560	-	280	-	280	-	1,560	-	1,560	-	280	-	280
131	2,499	-	-	2,499	56	-	-	56	2,499	-	-	2,499	56	-	-	56
147	2,512	-	-	2,512	102	-	-	102	2,512	-	-	2,512	102	-	-	102
164	3,379	-	-	3,379	74	-	-	74	3,379	-	-	3,379	74	-	-	74
172	-	1,370	1,110	2,480	-	170	112	282	-	1,370	1,110	2,480	-	170	112	282
193	-	562	626	1,188	-	83	75	158	-	562	626	1,188	-	83	75	158
693	3,417	567	632	4,616	57	17	19	93	3,417	567	632	4,616	57	17	19	93
Total Route Elimination	44,214	6,665	8,715	59,593	2,309	1,110	1,526	4,945	44,214	6,665	8,714	59,593	2,309	1,110	1,242	4,661



Orange County Transportation Authority
March 2010 Service Reduction Plan
Summarized by Reduction Techniques

	150,000 RVH Reduction Scenario								300,000 RVH Reduction Scenario							
	Estimated RVH Impacts				Estimated Passenger Impacts				Estimated RVH Impacts				Estimated Passenger Impacts			
	Wkdy	Sat	Sun	Total	Wkdy	Sat	Sun	Total	Wkdy	Sat	Sun	Total	Wkdy	Sat	Sun	Total
Frequency Reduction																
01	-	-	-	-	-	-	-	-	11,603	1,300	1,450	14,353	945	997	849	2,791
25	4,973	-	-	4,973	1,851	-	-	1,851	4,973	-	-	4,973	1,851	-	-	1,851
26	-	-	-	-	-	-	-	-	-	312	348	660	-	317	175	492
30	7,000	-	-	7,000	1,484	-	-	1,484	7,000	-	-	7,000	1,484	-	-	1,484
33	-	-	-	-	-	-	-	-	2,040	-	-	2,040	679	-	-	679
35	6,069	-	-	6,069	1,937	-	-	1,937	6,069	442	-	6,511	1,937	274	-	2,211
37	8,925	-	-	8,925	2,429	-	-	2,429	8,925	780	-	9,705	2,429	1,731	-	4,160
38	-	-	-	-	-	-	-	-	5,355	468	522	6,345	5,962	1,627	818	8,407
42	-	-	-	-	-	-	-	-	7,523	702	783	9,008	6,299	1,846	1,573	9,718
46	-	-	-	-	-	-	-	-	5,687	572	609	6,868	3,030	262	258	3,550
50	6,375	840	925	8,140	1,735	1,904	1,576	5,215	6,375	840	925	8,140	1,735	1,904	1,576	5,215
51	-	-	-	-	-	-	-	-	2,805	-	-	2,805	820	-	-	820
54	-	-	-	-	-	-	-	-	5,317	348	255	5,919	3,372	2,558	281	6,211
55	9,214	936	1,044	11,194	2,408	968	741	4,117	9,214	936	1,044	11,194	2,408	968	741	4,117
60	-	-	-	-	-	-	-	-	4,500	900	900	6,300	3,212	3,093	3,383	9,688
64	3,500	-	-	3,500	2,490	-	-	2,490	3,500	1,248	1,848	6,596	2,490	2,022	4,509	9,021
66	5,000	500	600	6,100	2,436	3,163	2,177	7,776	10,595	987	1,297	12,879	3,452	5,525	4,771	13,748
71	-	-	-	-	-	-	-	-	4,000	520	580	5,100	1,733	806	1,044	3,583
72	2,000	-	-	2,000	680	-	-	680	8,600	-	-	8,600	2,060	-	-	2,060
76	2,423	-	-	2,423	205	-	-	205	2,423	-	-	2,423	205	-	-	205
79	-	-	-	-	-	-	-	-	2,000	-	-	2,000	165	-	-	165
82	-	-	-	-	-	-	-	-	3,570	-	-	3,570	315	-	-	315
83	-	-	-	-	-	-	-	-	4,111	1,800	1,000	6,911	1,637	1,983	643	4,263
85	-	-	-	-	-	-	-	-	3,000	-	-	3,000	442	-	-	442
89	-	806	899	1,705	-	880	716	1,596	2,984	806	899	4,689	643	880	716	2,239
91	-	-	-	-	-	-	-	-	3,000	624	696	4,320	2,058	695	548	3,301
145	4,750	-	-	4,750	148	-	-	148	4,750	565	-	5,315	148	276	-	424
Total Frequency Reduction	60,228	3,082	3,468	66,778	17,803	6,915	5,210	29,928	139,916	14,150	13,156	167,222	51,511	27,764	21,885	101,160
Trip Reduction																
21	2,678	-	-	2,678	163	-	-	163	2,678	-	-	2,678	163	-	-	163
26	-	-	-	-	-	-	-	-	6,000	-	-	6,000	727	-	-	727
172	-	-	-	-	-	-	-	-	2,040	-	-	2,040	75	-	-	75
Total Trip Reduction	2,678	-	-	2,678	163	-	-	163	10,718	-	-	10,718	965	-	-	965
Grand Total	128,089	14,098	15,720	157,908	28,367	13,228	10,341	51,936	238,950	33,298	32,020	304,267	65,512	38,749	31,633	135,894



**March 2010 Bus Service Reduction
Public Involvement Program
Final Report**



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INTRODUCTION

The approved state budget resulted in devastating impacts for Orange County bus riders. The Legislature diverted state transit funds, and sales tax revenues that fund transit operations have declined due to an eroding economy. In addition, as ridership declines so does our fare revenue.



While prior service cuts (total of 233,000 service hours) have reduced expenses, the Orange County Transportation Authority (OCTA) will need to cut additional service hours in March 2010 to offset revenue shortfalls. OCTA's goal is to serve the greatest number of passengers and provide the most efficient bus service possible within ever more limited resources.

PURPOSE

In September 2009, OCTA launched a public involvement program to inform customers of the potential service changes and to gather feedback on the bus service reduction strategies for the March 2010 bus service change. Comments have been compiled and forwarded to OCTA service planning staff and are being submitted to the Board of Directors for their review.

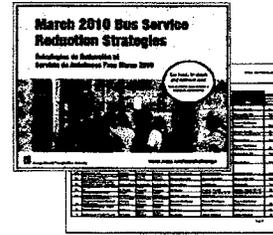
PUBLIC INFORMATION & OUTREACH PROGRAM

A. Public Notification

1. Print Advertisements

13 newspaper ads that include:

- OC Register & Excelsior Public Hearing Notice
- OC Register, Excelsior & La Opinion (Spanish), Chinese Daily News, Korean Daily & Nguoi Viet Community Meeting Notices
- OC Register "OCTA Transportation Update" Community Meeting Notice



2. Bus Advertisements & Collaterals

- OCTA website in English, Spanish, Chinese, Korean & Vietnamese including an online survey
- 1,200 Interior Bus Cards – English & Spanish
- 60,000 Public Notice Brochures with comment card in English & Spanish
- 60,000 Meeting Flyers – English, Spanish, Chinese, Korean & Vietnamese



3. Mailings

- 700 mailings/email blasts
- 350 stakeholders e-mails/70 mailings

4. Press Releases and Newsletter Information

5. (714) 560-5066 Hotline

6. Public Service Announcements

- Local cable channels

B. Public Outreach Meetings

1. Coach Operator Roundtable
2. Customer Focus Group
3. Community Meetings (3)
4. Special Needs in Transit Advisory Committee
5. Citizens Advisory Committee
6. Outreach and One-on-one Meetings – on board buses, transit centers, churches, schools/colleges, employers, senior centers
7. Transit Advocates Meetings
8. Public Hearing



WHAT WE LEARNED

1. Customer Focus Group

March 2010 Potential Bus Service Reduction Program

Customer Focus Group

August 12, 2009

6:00 p.m. – 7:30 p.m.

Conference Room 103/104

Number of Participants: 14 (only 13 voted)

Observations/Findings:

Top three questions where participants were unanimous on their votes:

- All participants agree that OCTA should ensure some level of geographic coverage.
- Most participants (11 out of 13) want OCTA to maintain the span of service hours.
- Most participants (11 out of 13) believe service reductions should be made during off-peak periods (non-span).

Other comments from participants:

- Preserve a person's ability to get to and from work.
- Help transit dependent individuals maintain their independence.
- Preserve a person's access to medical care.
- Prefer to wait longer for service and modify schedule rather than having no bus service.
- Do not eliminate Tier III because ACCESS service would be greatly affected in South County.
- Elimination of Night Owl service should be considered by the type of use. If used for work, keep the service. If used for entertainment, consider eliminating those trips.
- Think outside of the box. Even though it seems like the logical choice to eliminate certain hours of Night Owl service based on ridership, Night Owl commuters have less chance of finding alternative transportation if those trips are eliminated.
- If necessary, eliminate lowest ridership hours for Night Owl.
- Preserve service on the routes that carry the most passengers.
- Service reductions should be based on trip by trip productivity (non-span).
- Service reductions should not be achieved by shortening entire routes.
- No reductions should be made during weekday peak hours.

The overall consensus was for OCTA to keep some level of geographical equity, look for ways to minimize the impact on the largest number of riders, and consider the level of impact on the smaller group of people with the least opportunities for transportation alternatives.

2. Community Meetings

March 2010 Potential Bus Service Reduction Program Community Meetings

September 24, 2009 - OCTA Headquarters
Number of Participants: 35; Number of Speakers: 23

September 29, 2009 - Anaheim Downtown Community Center
Number of Participants: 40; Number of Speakers: 15

October 1, 2009 - Laguna Hills Community Center
Number of Participants: 110; Number of Speakers: 25

A total of 185 customers participated in three community meetings and 63 public comments were recorded. The summary of comments below reflects speakers' issues at all three community meetings:

September 24, 2009 - OCTA Headquarters

- Customer requested that OCTA retain service to South County, Anaheim, and Cypress College.
- Service cuts are too draconian; the ethical choice would be Strategy B.
- Consider replacing larger buses with smaller ones to save money.
- Customer disagrees with eliminating bus service.
- Customer uses buses less often due to overcrowding.
- Buses are overcrowded. Specifically, Route 42 is consistently full.
- Customer has heard about money issues for 19 years and feels OCTA does not know how to manage money.
- Customer requested no more service cuts. Also, the buses need to be spaced out.
- OCTA should increase bus routes to increase ridership.
- Do not make cuts to Night Owl service, it is a lifeline service.
- Customer supports Strategy D.
- Customer favors route restructuring and thinks OCTA should streamline bus routes.
- Customer uses Night Owl service to get home from work. Needs it to run until 1 a.m. at Chapman and Brookhurst.
- Customer wants Strategy B. He travels to UCI and lives in Orange.
- Customer stated there is no low hanging fruit and questions funding.
- Customer requested timely transfers and wants OCTA to save Routes 56 and 59.
- Transit advocate requested that OCTA "soften the blow" to service reductions.
- OCTA should be creative about saving money, not just implement service reductions, e.g. replace sheriff deputies with sheriff special officers.
- Customer needs more clarification on funding options for bus service. Not satisfied that all funding options have been explored.

- Transit advocate said it wasn't communicated that Route 74 is being cut. When service is reduced, ridership decreases. OCTA needs to address funding issues to "soften the blow".
- Requested that OCTA look at Transit Advocates' ideas seriously.
- Customer representing the Dale McIntosh center stated that any route elimination will be a problem for ACCESS riders. Wants ACCESS maintained because it is not a luxury service.
- Disabled customer does not want routes cut because it will affect ACCESS service.
- Route 29 needs articulated buses because it is very crowded.

September 29, 2009 - Anaheim Downtown Community Center

- Disabled customer needs buses to get around.
- Disabled customer needs buses to get to work. Service reductions worry him due to additional walking and he is concerned about safety.
- Customer says buses are too close together and drivers should be in sync with the schedule.
- Customer requested preservation of span and Night Owl service until at least 1 a.m.
- Customer is willing to pay more and feels OCTA should charge a fare for children on bus.
- Three-fourths of the proposals mention eliminating routes. Customer goes to Saddleback College. Has OCTA reached out to schools and/or employees?
- Don't cut span, need this level of service or it will impact ACCESS. OCTA should consider restructuring.
- Disabled customer takes buses everywhere and is praying for service to be saved.
- CA State University Long Beach student needs bus service and wants span to be retained. He does not understand the funding issues and asked if there was outreach to CA State University Long Beach.
- Customer wants cassettes reinstalled. He asked OCTA to not severely cut service.
- Customer requested full coverage on late night service and suggested raising taxes for funding.
- Customer uses the Night Owl service on Route 43 to get to work and does not want that service to be eliminated.
- Transit advocate encouraged OCTA to use another option and hopes the cuts will not be necessary.
- Customer's special-needs son uses the Night Owl service to go to work.

October 1, 2009 - Laguna Hills Community Center

- Customer says Routes 85 and 86 are important for disabled persons and ACCESS service. Strategy A would not only limit service on Route 85 but also cause job losses for the disabled community.
- Customer takes ACCESS to work, wants more service on ACCESS, weekends, Routes 86 & 87 and Night Owl. Customer was concerned about a lack of weekend service.

- Customer complained about long trips, lack of service and no interconnecting service, e.g. no bus to John Wayne Airport. He also indicated that inter-county service to Riverside takes 5 buses on Sunday and 5 ½ hours.
- Disabled customer needs ACCESS for school. Also requested Route 82 to be kept in service.
- Customer suggested reducing frequency of buses and not eliminating service.
- Customer stated that “straight lining” did not work and there is less service since the “straight lining”.
- Thousands of Saddleback college students use Routes 82 and 85 in the morning and Silverado High School students use Route 86. Please don’t take away these buses.
- Customer says North County has more service. Doesn’t want OCTA to cut service because students will not be able to get to school. Customer requested that OCTA look into additional funding.
- Please do not cut Routes 87 and 91 to Saddleback, 83 and 89 to John Wayne Airport. Customer uses these routes to get to school and work.
- Student depends on buses to get to jobs and classes.
- Customer who is unable to drive needs service to maintain independence.
- Customer says if cuts continue he will have to use his car instead of taking bus.
- Customer has a son in the Freedom Program where independent-living is taught. Like many special-needs customers, his son cannot drive and he takes the bus everywhere.
- Please don’t eliminate Route 47.
- Customer’s son is in the Freedom Program where he learned to be independent. Individuals in this program need bus service.
- Customer stated that OCTA should be able to provide transit service for everyone. OCTA needs to raise their own funds and keep Night Owl service until 1 a.m.
- Customer’s nephew is in the Freedom Program where he is taught independent-living and he takes the buses everywhere. The buses offer dignity and helps people socialize.
- Customer’s son is in the Freedom Program. Please don’t take buses away from him.
- Transit advocate says to keep Night Owl service as well as span.
- If service reductions continue, customer will have to buy a car but others are not that privileged. If service cuts are made, people will emigrate out of Orange County.
- Customer’s son needs the bus to get to Saddleback College, please don’t cut this service.

3. Special Needs in Transit Advisory Committee

March 2010 Potential Bus Service Reduction Program Special Needs in Transit Advisory Committee

October 6, 2009

1:30 p.m. – 3:00 p.m.

Conference Room 103/104

The committee met and a discussion was held to provide OCTA with feedback regarding the proposed March 2010 bus service reduction program. They were asked to rank a number of service reduction strategies. Collectively, the committee members' preferences, based on the list of approaches to reduce service presented to the committee are in order as follows:

1. Ensure there is some level of countywide geographic coverage/equity for bus service that would have the least impact on ACCESS service.
2. Implement short-turns on lowest ridership trips.
3. Reduce service during off-peak periods including early morning, midday, late night and weekends, but maintain span or hours of operation.

The least favored approaches were:

1. Eliminating the least productive routes
2. Reducing service during peak ridership periods (weekday rush hours)
3. Eliminating certain service altogether such as weekend service where ridership is lower than peak hours

4. Citizens Advisory Committee

March 2010 Potential Bus Service Reduction Program Citizens Advisory Committee

October 20, 2009

1:30 p.m. – 3:00 p.m.

Conference Room 103/104

The Orange County Transportation Authority (OCTA) Citizens' Advisory Committee (CAC) spent a great deal of time during the past several months reviewing and discussing the various proposed bus service reduction strategies. The committee is very concerned with the impact to the public, yet understands the need to reduce service due to extreme budget cuts.

An informal survey was provided to the committee members who attended the October 20, 2009 CAC meeting to rank service reduction approaches. The most favored approach was to preserve as much service as possible on the routes that carry the most passengers. The least favored approach was to reduce service during peak ridership periods. The overall results of the ranking exercise show that most of the committee members feel that strategies which emphasize productivity and eliminate inefficiencies is key to making the bus service cuts; however, retaining geographic coverage also is important to maintain service for those who really need it.

Other key points brought up at the CAC meeting include looking at the "Go Local" program for areas of opportunity to backfill reduced service and diverting other funds wherever possible to fill in the funding gap. Another idea that surfaced was, "What would the system look like if we started with a clean slate?"

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Overall Summary

Comment cards were distributed among the community and on board buses to gather public feedback concerning the March 2010 Service Change. There was also an electronic version on the OCTA Web site. Additional comments were collected via e-mail and phone calls. Of 694 comments gathered by October 28, 2009, the general outlook includes the following points of view.

- 1) The core routes are already crowded. Reducing frequency would make them worse, especially if routes are eliminated or run less frequently.
- 2) The riders whose routes face elimination prefer a reduction of service rather than the elimination of their route. The routes that the riders expressed concerns for are Routes 21, 24, 25, 33, 46, 47, 51, 56, 57, 59, 66, 72, 76, 82, 85, 86, 87, 172, 177, 178, 147 and 216.
- 3) The majority of riders would support a compromise: preserve core routes with little or no routes being eliminated. Instead of eliminating routes, the public supports reducing the frequency, or using smaller buses for the less popular routes.
- 4) Late-night workers, including shop owners and Disneyland workers, are concerned about losing Night Owl service. If the Night Owl service is taken away, some riders suggest providing service up to 1 a.m. in the Night Owl Corridors.
- 5) If frequency is reduced system-wide, mid-day hours should be reduced first, as to limit the effect on workers and students going to and from their destinations in mornings and evenings. Keep the service span.
- 6) Improve the timing of schedules to improve connections between buses.
- 7) If a route is eliminated, ensure there is another route covering that area.
- 8) California State University, Fullerton and Fullerton College students depend on Routes 24 and 26 to get to school.
- 9) Saddleback College students, seniors and people with disabilities rely on Routes 82, 85 and 86. Route 82 allows them to find employment opportunities with Vocational Visions.
- 10) Riders of Routes 25 and 59 would prefer a frequency reduction over route eliminations. Route 59 is the only way for students to travel from Anaheim to University of California, Irvine.
- 11) Riders are concerned that route eliminations will affect ACCESS service.

Comment Card
Tarjeta Para Comentarios

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

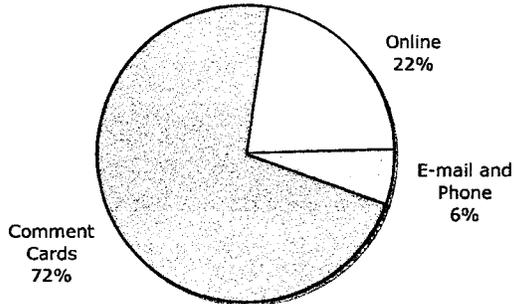
Comments: _____

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

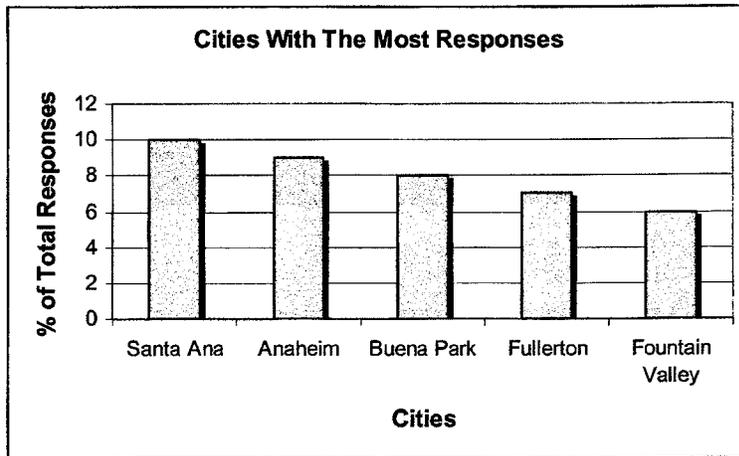
Customer Comments - Mail, Online and Phone Calls Overall Summary

Public Responses Received

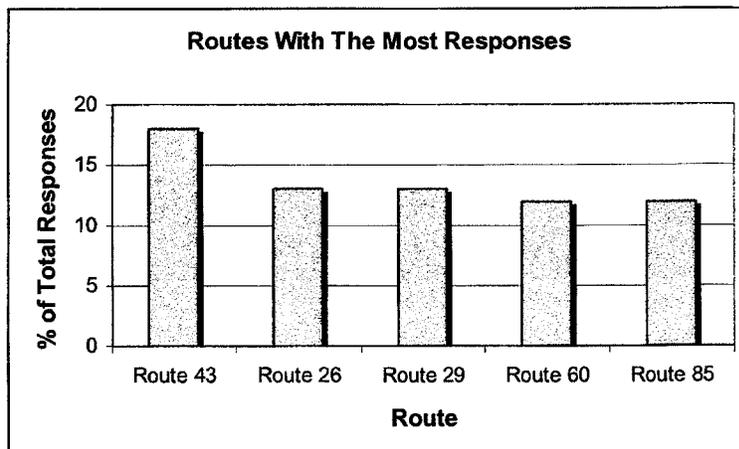


Out of 694 responses received by October 28, 2009, 503 (72%) were sent in via comment cards, 150 (22%) were submitted online; and 41 (6%) were submitted via e-mails and phone calls.

The cities with the most responses included Santa Ana, Anaheim, Buena Park, Fullerton and Fountain Valley.



The routes with the most comments include Routes 43, 26, 29, 60 and 85.



BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Summary by Strategies and Routes

Strategy A - Preserving Core Routes

Many riders believe it is necessary to preserve the core routes, as these have the largest number of riders and connect to many buses. Some believe that reducing the frequency of these already overcrowded buses will make it even harder to find a seat and use the bus system. Similarly, if the core routes have reduced frequency, some riders believe this will throw off the connecting buses, and make transfer times longer.

Other riders, who will be affected by the route eliminations in Strategy A, seem to be primarily concerned with keeping their routes. Some have said they would rather see those routes considered for frequency reductions. They will not support a strategy that eliminates their route entirely.

The routes mentioned by concerned riders include: Routes 24, 25, 33, 46, 51, 56, 59, 72, 76, 82, 85, 86, 87, 147 and 177. Some riders do not support route eliminations at all, as they believe that such a drastic change will hurt more people overall. It is very important to show ridership numbers, so people can see why some routes are up for elimination.

Some riders are concerned route eliminations will negatively affect ACCESS service. Some suggest considering ACCESS as a separate service.

Rider Suggestions:

- Eliminate 10 of the least used routes, and protect the majors.
- Redesign Route 86 off Alton Pkwy. to cover the entire length of Barranca Pkwy., substituting for Route 74.
- Improve connections to make transfers more efficient.
- Cut less used routes and eliminate repeated routes.
- Do not cut frequency system-wide, as cutting back on already slow routes would be bad, and would also cause overcrowding of popular routes.
- Preserve core routes.
- Frequency reductions can lead to ridership deterioration. Increase frequency on core routes and reduce frequency on or eliminate less used ones.
- Redirect funds from road improvements and other projects.
- Use smaller buses on less busy routes to save money.
- If routes are eliminated, ensure the area remains covered. Merge routes and use larger buses if necessary.
- Restructure larger routes to cover routes that can be eliminated. Ensure there is enough service to prevent overcrowding.

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Summary by Strategies and Routes

Strategy B - Reduce Service Proportionally System-Wide

Riders who support a system-wide service reduction fear their routes will get eliminated otherwise, and feel this is the fairest way to balance the budget. Riders such as this are concerned for Routes 20, 21, 24, 25, 62, 66, 74, 75, 82, 85, 131, 147, 164 and 187. These routes face elimination in Strategies A, C and D, which leads riders to automatically support a proportional system-wide reduction (Strategy B), because they feel this is the only way to save their route, even if it is not the best decision overall.

Riders of Route 24 voiced the need to keep the route running for students. Riders are concerned for seniors, people with disabilities and students, who may not be able to travel without their routes.

The general theme is that some service is better than no service at all. The majority of responses supported this strategy. Upon review, however, it was discovered that the supporters of Strategy B were those that rode routes that would be eliminated in other strategies. Their natural inclination was to protect service on their route so they gravitated to Strategy B.

Rider Suggestions:

- Reduce the frequency of routes that do not have many riders.
- Use smaller buses for routes with low ridership instead of eliminating the routes.
- Do not cut the frequency of the top 10 buses, to prevent overcrowding.
- Cut frequency during off-peak hours, so that students and workers can get to their destinations on time. Mid-day times can be changed.
- Overall reductions would be best for all bus patrons.
- Configure the bus schedules so that transfers are less time consuming.
- Try to maintain weekend service.
- Look at changing the 400 series, as those buses mirror others already in service.

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Summary by Strategies and Routes

Strategy C - Modify Days and/or Hours of Operation

Riders support Strategy C because it is viewed as a compromise. Core routes are still protected, and fewer routes are eliminated. These riders are opposed to system-wide frequency reductions. Some routes that riders are concerned with are Routes 54, 85 and 177. Route 54 is the only OCTA route that goes to Santiago Canyon College, and is used by more than 2,000 students each week, according to one comment from a school official.

Rider Suggestions:

- Protect the core routes, but try not to eliminate so many other routes.
- Keep Route 54, as it is vital to students of Santiago Canyon College.
- Do not eliminate Route 85, as it is used by Saddleback College Students.

Strategy D - Combined Strategy

Riders support Strategy D because it is viewed as a compromise between all of the strategies. It is less severe than Strategy A, and may negatively affect fewer people. Core routes are protected, and fewer routes are eliminated. These riders are opposed to system-wide frequency reductions. They are also concerned about the restructuring of the routes and want to be sure the routes are not too drastically changed.

Some routes that riders are concerned with are Routes 54, 85, 89 and 177. Route 54 is the only OCTA route that goes to Santiago Canyon College, and is used by more than 2,000 students each week, according to one comment from a school official.

Rider Suggestions:

- Protect the core routes, but try not to eliminate so many other routes.
- Keep Route 54, as it is vital to students of Santiago Canyon College.
- Do not eliminate Route 85, as it is used by Saddleback College Students.

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Summary by Strategies and Routes

Routes 24 and 26

12.8% of responses expressed concern for Routes 24 and 26.

Routes 24 and 26 are used by students of Cal State Fullerton, Fullerton College and multiple high schools. Workers, seniors and Metrolink passengers also utilize these routes. Students have shown concern over the possibility of Route 24 being eliminated - they indicate the buses are crowded most of the time. Some students have said that, without this vital route to transport them, they will not be able to continue college.

Many have voiced concerns over possible overcrowding on Route 26 buses after the reduction. Route 26 runs parallel to the 24 near CSUF. If Route 24 is eliminated and Route 26 frequency is reduced, riders believe there won't be enough transportation available to them in that area. College students and local workers strongly support Route 24.

Route 29

12% of responses indicated that Route 29 is an important and regularly-used route.

Riders of Route 29 use it to go to work, the mall, school and Metrolink. For some, it is their only form of transportation, and the possible reduction of frequency worries them. Some are disabled, or can't drive. One rider wants to ensure Route 29 will continue to go to PCH if it is restructured.

Routes 85

12% of responses showed concern for Routes 85.

Students of Saddleback College and Capistrano Valley High School use Route 85, as well as seniors living in Mission Viejo, workers and those who are disabled. Riders are concerned over the possible elimination of Route 85. They would rather see the frequency of the route cut than see the whole route get eliminated.

Riders living off Crown Valley in Dana Point and Laguna Niguel are concerned that, without Route 85, they will have no service into Mission Viejo. Many feel as though South County is being left behind in the midst of these service reductions.

Suggestions include: spacing out the frequency during the day, but maintaining service during the morning and evening hours; or cutting short trips to allocate money for Routes 85, 86, 87 and 89. Seniors fear that if these routes are cut, ACCESS service will discontinue as well.

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Summary by Strategies and Routes

Route 86

10% of responses expressed concern over the possible elimination of Route 86.

Residents of South Orange County, including seniors, students, workers and the disabled, are concerned over the possible elimination of Route 86. They would rather see the frequency of the route cut than see the whole route get eliminated. Many feel as though South County is being left behind in the midst of these service reductions. Some riders say they will lose their jobs without Route 86. Seniors fear that if these routes are cut, ACCESS service will discontinue as well.

Suggestions include: spacing out the frequency during the day, but maintaining service during the morning and evening hours; or cutting short trips to allocate money for Routes 85, 86, 87 and 89. One rider suggested that Route 86 be redesigned to cover what Route 74 currently does, so that Route 74 can be eliminated.

Night Owl (Routes 43, 50, 57 and 60)

8% of responses expressed concern for the Night Owl buses.

Late-night workers, including shop owners and Disneyland cast members, rely on the Night Owl Service for safe transportation. Disneyland workers are particularly concerned over the possibility of losing Night Owl service on Routes 50, 57 and 43, as these routes are their only way of getting to and from the park. Some riders fear losing their jobs as a consequence of Night Owl eliminations. The concept of having later and earlier buses rather than Night Owl service has been suggested by some riders as a compromise.

Route 25

9% of responses expressed concern over the possible elimination of Route 25.

Riders of Route 25 have expressed their concerns over the possible elimination of Route 25. Route 25 is used to get passengers to the library, swap meet, pharmacy, doctors, train station, shopping centers and school. One rider noted that it is the only route that goes near Huntington Beach High School. Another has noted the bad neighborhoods she would need to walk through without the bus.

Riders say they would prefer frequency reductions on Route 25 rather than the route getting eliminated. One suggestion was to reduce mid-day trips, so that workers and students will not be affected in the mornings and evenings.

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

Customer Comments - Mail, Online and Phone Calls Summary by Strategies and Routes

Route 59

9% of responses indicated that Route 59 is an important and regularly-used route.

Riders are concerned that Route 59 may get eliminated. It is the only way from Anaheim to UCI. Riders say they would prefer a frequency reduction rather than having the route eliminated. Route 59 is used by workers at the Brea Mall, UCI students, train riders and others who work off Grand Street. Some riders have noted that Grand is a very busy street, which makes the bus important. One rider said the bus is full each morning. One rider stressed that without this route, it would be hard to get from one side of Brea to the other.

Route 76

6.5% of responses expressed concern for Route 76.

Route 76 is used by riders going to work at John Wayne Airport and businesses along the route. Riders have expressed concern over the possible elimination of Route 76 or a reduction of frequency. Comments suggest that service is already slow on the route. Residents of Newport Beach have stressed their need for Route 76, because it is one of the routes that travels to the more remote areas of the city.

One suggestion was to adjust the 178 on weekdays to stop at John Wayne Airport if Route 76 is eliminated. Riders say that, without Route 76, there will be no way to get to the airport on weekends, since Route 178 doesn't go that way on weekends.

Phone and E-mail Suggestions

6% of responses were collected via phone calls and e-mails.

- Reroute Route 83 from Orange to Anaheim via Main to Katella to the current route.
- Replace Route 86 with Route 53, since these routes cover the same area.
- Extend Route 26 to replace Route 21.
- If routes are eliminated, restructure routes so they cover the current service areas.
- Late-night workers depend on the Night Owl service for safe and reliable transportation.
- Eliminate short runs and continue long runs at all stops.
- Consider preserving ACCESS service, despite route eliminations.

6. Comments from Cities, Schools and Organizations

Comments have been received from several Orange County cities, schools and organizations through mail and email, including:

- City of Mission Viejo
- City of Rancho Santa Margarita
- City of Dana Point
- City of Fullerton
- Santiago Canyon College
- Regional Center of Orange County
- Southern California Transit Advocates
- People First Orange County Chapter
- Special Needs in Transit Advisory Committee
- Citizens Advisory Committee

Copies of the letters are attached for your review.



City of Mission Viejo

Office of the Mayor and City Council

Frank Ury
Mayor
Lance R. MacLean
Mayor Pro Tem
Trish Kelley
Council Member
John Paul "J.P." Ledesma
Council Member
Cathy Schlicht
Council Member

October 19, 2009

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OCT 22 REC'D
2009

OCTA
CLERK OF THE BOARD

Mr. Will Kempton
Chief Executive Officer
Orange County Transportation Authority
P.O. Box 14184
Orange, California 92683-1584

Subject: Proposed OCTA Bus Service Reductions

Dear Mr. Kempton:

The City of Mission Viejo has significant concerns regarding OCTA's proposed strategies to reduce bus service. There are currently six bus routes (82, 85, 86, 87, 89 and 91), which serve Mission Viejo. Routes 82, 85, 86 and 87 would be impacted the most by the proposed reductions, and these are also Mission Viejo's most important routes.

Route 82

Route 82 serves the City's Crown Valley Parkway Business Corridor, including Mission Hospital, Saddleback College, and The Shops at Mission Viejo. It also serves four large apartment complexes, and is very important in providing residents with transportation to work, many of whom cannot afford a car. Finally, it is the only route serving the Laguna Niguel/Mission Viejo Metrolink Station.

Route 85

Like Route 82, Route 85 serves the Crown Valley Parkway Business Corridor and several large apartment complexes, and is relied upon by many for getting to work. In addition, it is the only route, which serves the City's major north-south arterial, Marguerite Parkway. It is the link to City Hall and the Mission Viejo Library, as well as several commercial centers. It is also very important for a number of disabled persons, who rely on it to get to and from home, and their supported employment job sites on both Marguerite Parkway and Crown Valley Parkway.



Route 86

Route 86 is critical for disabled persons as it serves Vocational Visions, a non-profit organization which provides vocational, life skills training and other support services to adults with disabilities. It is also important for seniors as it serves our Norman P. Murray Community Center and a Social Security Field Office, as well as City Hall and the Mission Viejo Library. Finally, it serves three local apartment complexes and is the link to the Irvine train station.

Route 87

Route 87 is the direct line from Mission Viejo to both the Chet Holifield Federal Office Building and the South Orange County Courthouse. It is also the direct line to the Laguna Hills Transportation Center, and provides an important bridging service connecting Routes 85 and 86 to the Transportation Center, a major gateway point for travel as far north as Anaheim.

ACCESS Service

OCTA's ACCESS service for persons with disabilities is directly tied to all four of these routes (82, 85, 86 and 87). Persons in supported living programs and group homes on and near these routes rely on ACCESS service to get to workshops, and to get around in general.

Based on the above, the City of Mission Viejo requests that the Orange County Transportation Authority not reduce or eliminate any bus service in the City. However, given the current budget situation, the City understands that some service reductions may be necessary. Regarding the four reduction strategies proposed by OCTA, the City's positions are as follows:

Strategy A

Strategy A would eliminate all four of Mission Viejo's key bus routes, which would have a dramatic impact on many Mission Viejo residents. Along with the elimination of the fixed-line routes, it would eliminate almost all ACCESS service. This strategy would also be contradictory to OCTA's Go Local Program to encourage the use of public transportation. The City of Mission Viejo strongly opposes Strategy A.

Strategy B

This service reduction strategy would be the least undesirable, as it would maintain at least some service on all routes, as well as the ACCESS service. If this strategy is chosen, however, the City would like the opportunity to review ridership numbers to see if it is advisable to cut the early and late trips from each route, rather than further increasing the headway between trips.

Strategies C and D

While less objectionable than Strategy A, both strategies would eliminate Route 85, Mission Viejo's only north-south route, and weekend service on Routes 82, 86 and 87. This strategy

would eliminate almost all ACCESS service on weekends. The City of Mission Viejo objects to both Strategy C and Strategy D.

In summary, the City requests that OCTA not reduce or eliminate any bus service in the City. However, if some reduction is necessary, the City requests that it be in the form of reduced trips (Strategy B, or some variation thereof) rather than elimination of routes or weekend service.

Bus service is very important to Mission Viejo, and we plan to have several representatives present at the Public Hearing regarding the matter on October 26, 2009. Thank you for your consideration.

Sincerely,



Frank Ury
Mayor

cc: Mission Viejo City Council
OCTA Board of Directors
Dennis Wilberg, City Manager
Mark Chagnon, Director of Public Works



CITY OF RANCHO SANTA MARGARITA

Mayor

Gary Thompson

Mayor Pro Tempore

Jerry Holloway

Council Members

L. Anthony Beall

Neil C. Blais

James M. Thor

City Manager

Steven E. Hayman

October 21, 2009

Mr. Will Kempton

Chief Executive Officer

Orange County Transportation Authority

500 S. Main Street

P.O. Box 14184

Orange, CA 92863-1584

RECEIVED
CEO OFFICE

OCT 26 2009

Jim K

Ellen B

Dave S

Beth M

File

Dear Will,

Thank you for attending the September 23, 2009, City Council meeting. The Mayor and City Council were appreciative of the time you spent with us.

The City of Rancho Santa Margarita staff continues to be concerned with issues related to the reduction in bus service that will be considered at a public hearing convened by your agency on Monday, October 26th. One of the strategies is the proposed elimination of Routes 82 and 87, which are the only public bus routes servicing the City of Rancho Santa Margarita. The elimination of Routes 82 and 87 subsequently creates a significant hardship for many of our residents, particularly those commuting to work and school.

After reviewing the Proposed Service Reduction Strategies, it is the City's position that we are adamantly opposed to Strategy A which will result in the total elimination of the OCTA Routes 82 and 87; the only routes serving our City. We can reluctantly, support Strategy B on a temporary basis, which will continue weekday and weekend service on Routes 82 and 87 with a resulting minimum reduction in both lines' level of service.

It should also be noted that to encourage transit use, the City in cooperation with the OCTA, recently completed a \$580,000 project to construct and enhance bus shelters along Routes 82 and 87. The City worked closely on that project with OCTA staff to select the appropriate bus stops for improvement. At this point, discontinuing bus service to these stops, as proposed by Strategy A, could result in significant public criticism for both agencies and their officials.



Mr. Will Kempton
October 21, 2009
Page 2

A related concern is the public hearing process for these issues. Silence from the public on the matter at hand does not always mean concurrence. Unfortunately, those best served by the bus system are the ones least likely to attend a public hearing on a weekday morning. Because of these issues and others, I will be sending a staff representative to the public hearing on behalf of our residents.

In closing, I certainly recognize that the public agencies are being forced to reevaluate their services due to declining revenues and increasing costs. While I sympathize with these challenges, I question if a reduction in the work force mobility is a correct approach to the resolution of this problem. I would ask on behalf of the City of Rancho Santa Margarita that consideration of Strategy A be discontinued and, if service levels must be reduced, this be accomplished with adoption of Strategy B.

We have requested OCTA staff provide a brief presentation for our upcoming October 28, 2009 City Council meeting. It is important that our City Council have an opportunity to publicly comment on the four proposed strategies.

If you wish to discuss this issue furthered do not hesitate to contact me at (949) 635-1800 or address your questions to our staff member who will be in attendance at the October 26, 2009 meeting.

Best regards,


Steven E. Hayman
City Manager

SH:mm

Enclosures

cc: Rancho Santa Margarita City Council
Orange County Transportation Authority – Board of Directors
Derek Wieske, Director of Public Works/City Engineer
Bernie Dennis, Traffic Consultant



October 20, 2009

Ms. Wendy Knowles
Clerk of the Board
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

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OCT 23 2009
OCTA
CLERK OF THE BOARD

SUBJECT: COMMENTS TO BUS REDUCTION STRATEGIES

Dear Ms. Knowles:

Thank you for the opportunity to provide input on the proposed Bus Reduction Strategies being contemplated by the Orange County Transportation Authority (OCTA). We have reviewed the published information on this topic and provide the following comments:

General Comments (All Strategies)

1. Although the City of Dana Point (City) understands that a reduction in service may be needed, overall we feel that a reduction in frequency would be better than deleting routes.
2. With regard to the suggested elimination of early morning and evening buses on certain routes (first and last trips), this could have an impact on the workforce reaching their destination on time and being able to get home. It is suggested that OCTA due a detailed review of the by trip ridership to determine what trips should be eliminated or frequencies adjusted. At this point, all strategies seem to be focused on deleting early morning and late night trips.
3. The City contacted the Stops and Zones section of OCTA to request counts by trip ridership, and that information is not available to ascertain the impact of eliminating early morning & late evening trips. Please secure that information for the routes that impact the City and provide it for review. This will assist us in determining the impact to our community. The specific routes of interest are the 1, 70, 85, 91, 187, 191, and 193.
4. Of all the strategies published, the City prefers Strategy B over the others, primarily since routes are not eliminated. With Strategy B, however, a detailed review of the impact in the trips planned to be eliminated, and the associated ridership should be conducted.

Thank you again for allowing us to comment. We look forward to receiving the requested information so that we can provide more detailed comments as this proposal moves forward. If you have questions, comments, or require additional information, please contact Matthew Sinacori, City Engineer, at (949) 248-3574.

Sincerely,

Brad Fowler, P.E.
Director of Public Works and Engineering Services

cc: Doug Chotkevys, City Manager
Mike Killebrew, Director of Administrative Services/Assistant City Manager
Matthew Sinacori, City Engineer

Harboring the Good Life

-----Original Message-----

From: Chris Meyer [mailto:ChrisM@ci.fullerton.ca.us]

Sent: Monday, October 26, 2009 9:28 AM

To: Andrea West; Chris.Norby@ocgov.com; Don Hoppe; Robert M. Zur Schmiede

Cc: Pam Keller; sdquirk@roadrunner.com; Shawn Nelson; ZEE876@aol.com;
donbankheadca@hotmail.com

Subject: Proposed Route Eliminations

The City of Fullerton is very concerned about the proposed elimination of Routes 24, 57, and 147. These three routes provide important access east/west, and north/south to Fullerton College, Hope International University, California State University, Fullerton, the Southern California College of Optometry, and Western State Law School. Of particular concern, is the loss of service to Fullerton College, and CSUF. Both schools have critical parking shortages, and are actively encouraging their student to utilize the bus system as a way to mitigate the problem. While we understand the revenue shortfalls that all agencies are experiencing, eliminating routes that serve facilities with in excess 60,000 students and faculty seems short sighted. I would be interested, in an explanation as to how OCTA can continue to serve this constituency, in the absence of these three routes.

Chris Meyer
City Manager, Fullerton



SANTIAGO
CANYON
COLLEGE

Office of the President
8045 East Chapman Avenue
Orange, California 92869-4512
(714) 628-4930
Fax (714) 628-4729

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OCT 27 2009

CUSTOMER
RELATIONS

Dear OCTA Board Members,

First, I want to thank you for the many years of wonderful service OCTA has provided to thousands of Santiago Canyon College students who have traveled on the #54 bus route in order to attend classes at our college. Indeed, without OCTA service, most of them would not have been able to go to college to improve their lives and the future of Orange County. As President of SCC for the past eight years, I've had an opportunity to literally watch from my office window (which faces the bus stop) the growth in OCTA student ridership as the number of college-bound bus commuters continued to match the phenomenal growth of our college. You need to know that Santiago Canyon College is now the fourth fastest growing college in the nation (with over 10,000 students here at our main campus in east Orange and 8,000 at SCC's Orange Education Center in west Orange – Katella and Batavia), and more than two thousand SCC students ride the #54 bus each week relying on OCTA for their safe and timely arrival to classes each day provided by your friendly, courteous and professional drivers.

I certainly understand and commiserate with OCTA's Board of Directors regarding your loss of state funding and other revenues. Our college is in the same predicament, and we have had to cut millions of dollars as well as reduce our workforce in order to build a balanced budget for the 2009-10 fiscal year. Nonetheless, I must plead with you to consider the negative impact a cut to services on the #54 route would have on the future of thousands of students who share a dream of educating themselves in order to create better lives for themselves and their families.

Therefore, on behalf of the thousands of #54 bus route students attending Santiago Canyon College, I urge you to **support Strategy C**. If this is not feasible, please support Strategy D, and finally I must ask that you not modify the frequency, nor reduce the number of trips on the #54 bus route.

Thank you and my best wishes to you during your difficult deliberations.

Sincerely,

Juan Vázquez, President
Santiago Canyon College
8045 E. Chapman Ave.
Orange, CA 92869
Tel: 714.628.4930



HI MY NAME IS SYLVIA IM ON THE BOARD OF DIRECTORS OF REGIONAL CENTER OF ORANGE COUNTY. IM ALSO A CONSUMER OF REGIONAL CENTER SO IM NOT SPEAKING OUT JUST FOR MYSELF IM SPEAKING FOR EVERY CONSUMER/PERSON WITH DISABILITIES WE USE YOUR SERVICE EVERYDAY WHETHER IT'S THE FIXED ROUTE OR ACCESS AND CUTTING SOME OF THE SERVICES IS JUST HURTING US. FOR EXAMPLE I WAS MAKING A RESERVATION ON A SATURDAY FOR SUNDAY FROM SANTA ANA TO LONG BEACH TO MY MOMS AND THEY TOLD ME THEY DON'T THAT FAR ANYMORE IT REALLY DISAPOINTED ME BECAUSE ACCESS HAS BEEN ABLE TO TAKE ME THERE SINCE SHE MOVED FROM ORANGE COUNTY . I KNOW OF OTHER PEOPLE THAT TELL ME THAT THEY WAIT LONGER PERIODS OF TIME SINCE THEY STARTED SOME OF THESE CUTS OR CAN'T GET TO WERE THEY NEED TO GO WHETHER IT'S TO WORK OR A DOCTORS APPT OR ECT..... HOW ARE WE SUPPOSE TO GET AROUND IF YOU TAKE THESE SERVICES AWAY FROM US?

PLEASE DON'T CUT THESE SERVICE FOR US AS U STATE IT OCTA IS OUR WHEELS AND IT TRULY IS.

THANK YOU FOR TAKING THE TIME TO HEAR US OUT

SYLVIA DELGADO



10-24-04



SOUTHERN CALIFORNIA TRANSIT ADVOCATES

3010 Wilshire #362, Los Angeles, CA 90010

☎ 213-388 2364 ☒ <http://www.socata.net>

October 19, 2009

Wendy Knowles, Clerk of the Board
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

Dear Ms. Knowles:

Southern California Transit Advocates wishes to submit the following comments for the record regarding the March 2010 service change program.

We recognize that OCTA, like virtually every public transit agency in California, has been hard hit by actions of the Legislature that eliminated the State Transit Assistance (STA) fund, which is the only state funding source that can be used for transit service operations. Nevertheless, we hope that whatever changes need to be made in order to balance the OCTA operating budget will be those which impact the lowest number of passengers.

OCTA is to be commended for creating a transparent public process. Making all relevant information – including all possible strategies, by line number – available via the OCTA website gives all affected parties not only a voice in the process, but also an education as to the difficult decisions that must be made in order to allocate scarce resources to maintain service for as many patrons as possible.

With that said, we have chosen not to make line-specific recommendations, but rather to make our preferences for strategies part of the record.

We suggest that the highest priority be given to widening headways and removing selected trips from schedules (“trip thinning”). Both of these strategies allow for lines to continue operation at lower service levels, which has the least impact on mobility via transit.

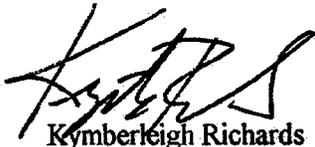
If trip thinning and headway widening by themselves do not provide sufficient savings to balance the operating budget, we suggest that lines which have low ridership but operate within a reasonable walking distance of parallel service be the ones considered for peak-hour only operation or cancellation. Access to service within a close radius of affected passengers must be the primary concern when considering total (or near-total) elimination of a line.

It is our sincere hope that these two strategies, in combination, can create sufficient savings of resources to prevent more severe actions from having to be considered.

We would also like to comment on the proposed cancellation of overnight ("night owl") service, which appears from the documentation we have seen to be a foregone conclusion. We know that those who use such services develop an attachment which goes beyond the rationality of cost vs. ridership; however, our own observations are that the use of this service is so low that its continued operation cannot be justified. We do, however, strongly suggest that service in the night owl corridors (Lines 43, 50, 57, and 60) discontinue operation no earlier than midnight and resume service in the 4:00am hour, as there appears to us to be sufficient ridership during those late evening and early morning hours to justify operating service.

Again, we appreciate the availability of information to allow us to provide relevant and informed comment.

Respectfully submitted for your consideration,



Kymberleigh Richards
Public and Legislative Affairs Director

To
The Board Of Directors
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

RECEIVED

OCT 20 2009

October 14, 2009

Dear Mr. Chairman and Members of the Board:

We, the concerned members of People First Orange County Chapter, depend on the OCTA fixed route buses and ACCESS for our transportation. The needs of disabled persons and senior citizens must be considered by you in any bus service reductions.

You have three plans to eliminate bus routes: Plan A, Plan C and Plan D. Plan A would eliminate many routes and virtually close down the fixed-route system and ACCESS service in south Orange County. Plan A eliminates over 25 routes including: 20, 21, 24, 25, 33, 46, 51, 56, 59, 62, 72, 74, 75, 76, 82, 85, 86, 87, 131, 145, 147, 164, 167, 177, 187, and 693. Plan C and Plan D eliminate 11 routes each. Many of these routes are needed by disabled persons to get to and from their job sites and to and from doctors offices and pharmacies. Many of these routes are the only transportation for senior citizens to get to the store, doctors appointments, and other places they need to go. And with ACCESS service pegged to fixed route buses, eliminating bus routes means, especially in south county, eliminating ACCESS service for people along those routes.

We hope you support Plan B which will keep the bus routes we have now and save ACCESS service at the same time it reduces service some on the routes to get to the 300,000 bus service hour reduction. Plan B is the only one that will be fare and that will work for all of Orange County.

Thank you.

Signed:

Melissa Bateman

Margie Wang

Hollie S Long

Peter Garrett

Michael E. Bailey

From: Wendy Knowles
Sent: Sunday, October 25, 2009 7:03 PM
To: Customer Relations
Subject: 266420--FW: Bus Route Eliminations and Funding

-----Original Message-----

From: michael bailey [mailto:michaelebailey@cox.net]
Sent: Sun 10/25/2009 1:43 PM
To: Wendy Knowles
Cc:
Subject: Bus Route Eliminations and Funding

Honorable Peter Buffa, Chairman, OCTA Board of Directors:

OCTA has three plans to eliminate bus routes. Plan A would eliminate more than 25 while plans C and D would eliminate 11 each. A number of examples on the impacts of bus eliminations could be given but I will give one. The Route 86 is on the Plan A elimination list, but Route 86 is very important for disabled persons and seniors. It is of critical importance to disabled persons because it is the only bus route to serve Vocational Visions two large workshops in Mission Viejo which together employ nearly 400 disabled persons making Vocational Visions the largest employer of disabled persons in south Orange County; the 86 is also the only bus route to serve a Social Security field office across the parking lot from Vocational Visions Alhambra Street workshop. Route 86 is important to seniors because of the Social Security field office and because it is the only route to serve the Norman P. Murray Senior and Community Center. Also because ACCESS is pegged to the fixed route bus system, eliminating bus routes means eliminating ACCESS service. The impact of Plan A on seniors and disabled persons would mean separating Vocational Visions and Social Security from the people they serve, isolating disabled persons and seniors and marginalizing them even more, and separating seniors from services they need at the Norman P. Murray Center. Bus route eliminations is a bad idea. But OCTA also has a Plan B that would keep the bus routes we have now and save ACCESS. Plan B is the only one that works for Orange County.

Funding is a major concern and that is why I support the 25 planks of the Transit Advocates of Orange County Funding Platform. For years funding has been taken out of the Bus Operations Fund and moved to finance other things such as the Orange County bankruptcy and widening Bristol Street and completing projects to be financed under measure M years a head of schedule. The money that should be put in the Bus Operations Fund should be put there and be used for that purpose. To do otherwise is to do what the state did with the State Transit Operations Fund that a Superior Court and the State Court of Appeals, and by way of not hearing the state's appeal the California Supreme Court all have said was illegal and must stop. The Transit Advocates Funding Platform includes 25 planks including:

- (1) Bristol Street Widening/Gas-Tax exchange \$37.7 Million to the Bus Operations Fund;
- (2) Local Transportation Fund Sales Tax Planning Funds \$3.8 million to the Bus Operations Fund;
- (3) Do the already Board approved CURE Transfer \$46 million to Bus Operations Fund;
- (4) Section 5307 Money to Bus Operating Fund up to \$20 million;
- (5) Renewed Measure M Loans to staff time, early action and election go back to Bus Operating Fund;
- (6) Releasing senior Mobility Program Funds and GO-LOCAL Program funds sooner than planned to free up to \$50 million to stabilize fixed route and ACCESS service funding;
- (7) Transferring funds from redundant programs so that BRT and ACCESS could be funded through Measure M again;
- (8) Orange County Unified Transportation Trust \$10 million;

- (9) 9i Express Lanes \$300K;
- (10) Interest \$200K
- (11) Santa Ana Transit Terminal Earmark \$600K;
- (12) Parking Lot Fees and Validations \$131K
- (13) Bus Schedule Printing \$130K;
- (14) Reduce to 3 bus books a year \$75K;
- (15) Eliminate Bus System Map \$420K;
- (16) Air Quality Attainment Fiscal Emergency (work harder for state and federal grant money);
- (17) More CMAQ Funds to BRT;
- (18) Delay Future Projects;
- (19) Reserves;
- (20) Transit Capitol Flexible for Operating;
- (21) Renegotiate Bankruptcy Debt;
- (22) Sell or lease Santa Ana Transit terminal and Santa Ana Park-and-Ride;
- (23) SCAG Planning Money \$500K;
- (24) Discovery Science Center Local Funds Earmark Exchange \$297K;
- (25) Laguna Summer Transit Study \$55K.

Also, the Comprehensive Business Plan Assumptions could provide funding to Bus Operations Fund along with expanding Section 5307 Revenues.

The Transit Advocates Funding Platform should be adopted by the Board and made a part of Plan B because the Funding Platform provides the money necessary to make major route changes asked for by OCTA staff for Plan B unnecessary.

I am a member of People First, California, Orange County Chapter. People First works with and for disabled persons. I hope you will support Plan B and the Funding Platform of the Transit Advocates. Thank you and best wishes, Michael E. Bailey, 25801 Marguerite Parkway, No. 103, Mission Viejo, CA 92692.



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William Dugan
Chief Executive Officer

October 21, 2009

The Honorable Peter Buffa, Chairman
Orange County Transportation Authority
550 S. Main Street
Orange, CA 92863

Dear Chairman Buffa:

On behalf of the Orange County Transportation Authority (OCTA) Special Needs In Transit Advisory Committee (SNAC), we are requesting that you consider the following input when making a decision on the upcoming March 2010 Bus Service Reductions.

The Special Needs Committee met twice, in August and October, to discuss the strategies for the March 2010 Bus Service Reduction Program. Collectively, the committee members' ranking preferences (Attachment A), based on the list of approaches to reduce service presented to the committee on October 6 by OCTA staff, are in order as follows:

1. Ensure there is some level of countywide geographic coverage/equity for bus service that would have the least impact on ACCESS service (most favored)
2. Implement short-turns on lowest ridership trips.
3. Reduce service during off-peak periods including early morning, midday, late night and weekends, but maintain span or hours of operation.
4. Shorten routes
5. Reduce span, hours of operation
6. Preserve as much service as possible on routes that carry the most people
7. Eliminating the least productive routes
8. Reducing service during peak ridership periods (weekday rush hours)
9. Eliminating certain service altogether such as weekend service where ridership is lower than peak hours (least favored)

These approaches were selected keeping in mind the quality of life of ACCESS customers that have limited options due to their disabilities and live on fixed incomes reducing their ability to pay increased fares. The importance of getting to their jobs, attending doctor appointments, dialysis appointments, and maintaining their independence were amongst the biggest concerns for the committee.

It is also our understanding that the State Supreme Court has denied the State's petition to review the Third District Court of Appeals decision regarding the diversion of transit funding to other budget purposes. The Special Needs in Transit Advisory Committee encourages the OCTA Board of Directors to do everything it can to advocate for the return of transit funds to Orange County to help mitigate or avoid future service reductions.

Sincerely,

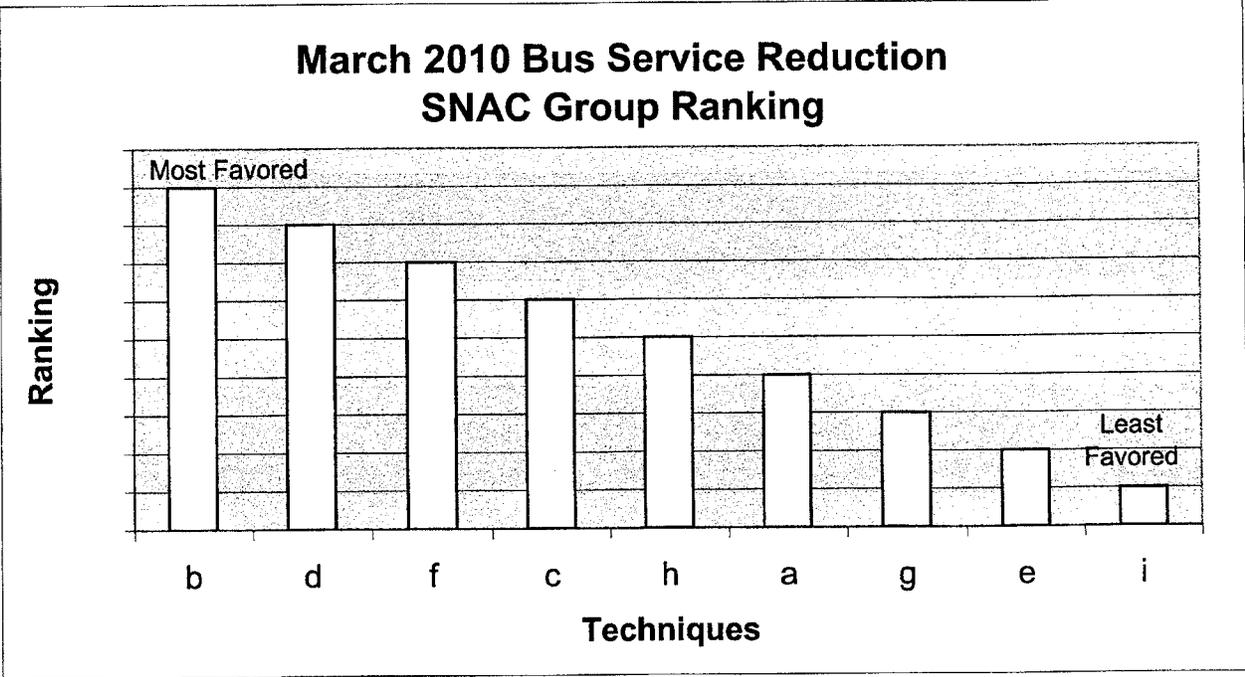


Mallory Vega
SNAC Chair



Randy Platt
SNAC Vice Chair

c: OCTA Board of Directors
Will Kempton, OCTA Chief Executive Officer
OCTA Executive Staff



Techniques		FINAL GROUP RANKING
b	Ensure there is some level of countywide geographic coverage/equity for bus service	1
d	Implement short-turns	2
f	Reduce service during off-peak periods including early morning , midday, late night and weekends, maintain span or hours of operation	3
c	Shorten some routes completely	4
h	Reduce the span of service or hours of operation	5
a	Preserve as much service as possible on routes that carry the most passengers	6
g	Eliminate least productive routes	7
e	Reduce service during peak ridership periods (weekday rush hours)	8
i	Eliminate certain service altogether such as weekend service where ridership is lower than peak hours	9



October 22, 2009

The Honorable Peter Buffa
Chairman
Orange County Transportation Authority
550 South Main Street
Orange, CA 92863

Dear Chairman Buffa:

The Orange County Transportation Authority (OCTA) Citizens' Advisory Committee (CAC) has spent a great deal of time during the past several months reviewing and discussing the various proposed bus service reduction strategies. The committee is very concerned with the impact to the public, yet understands the need to reduce service due to extreme budget cuts. On behalf of the CAC, we are forwarding you information to consider as the OCTA Board of Directors makes a decision on the upcoming March 2010 bus service reductions.

Generally, committee members' preferences using a list of nine possible approaches to reduce service are in order as follows:

1. Preserve as much service as possible on routes that carry the most people (most favored).
2. Reduce service during off-peak periods including early morning, midday, late night and weekends, but maintain span or hours of operation.
3. Ensure there is some level of countywide geographic coverage/equity for bus service.
4. Implement short-turns on lowest ridership trips.
5. Eliminate least productive routes.
6. Reduce span, hours of operation.
7. Shorten routes.
8. Eliminate certain service altogether such as weekend service where ridership is lower than peak hours.
9. Reduce service during peak ridership periods (least favored).

The results of the ranking exercise show that most of the committee members feel that productivity and eliminating inefficiencies is key to making the bus service cuts; however, retaining geographic coverage also is important to maintain service for those who really need it.

The Honorable Peter Buffa
October 22, 2009
Page 2

Other key points brought up at the CAC meeting include looking at the "Go Local" program for areas of opportunity to backfill reduced service and diverting other funds wherever possible to fill in the funding gap. Another idea that surfaced was, "What would the system look like if we started with a clean slate?"

We appreciate your consideration of the CAC input.

Sincerely,



Patrick Pepper
CAC Chair

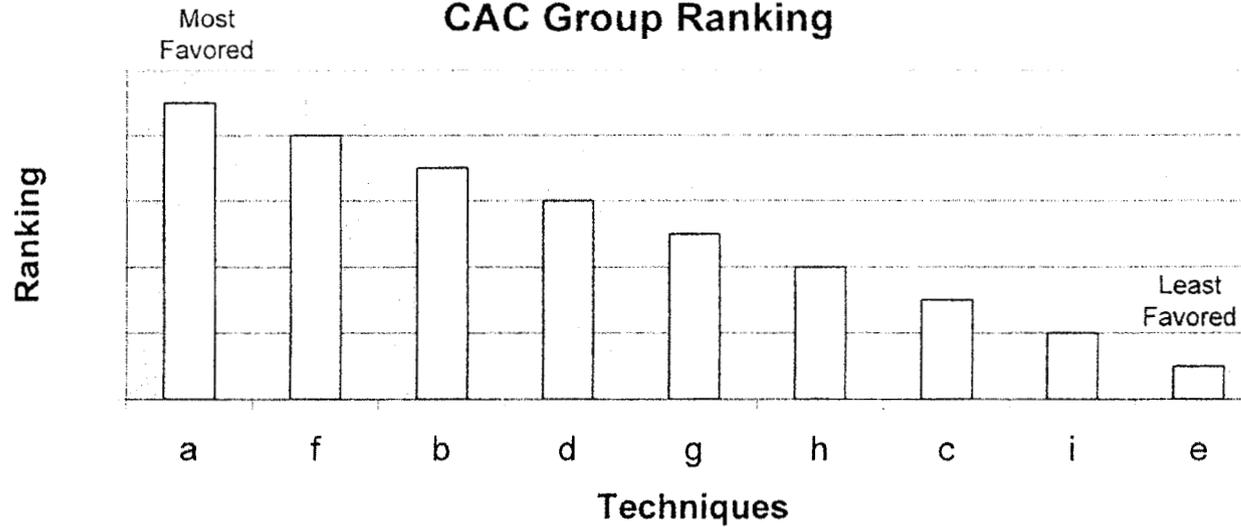


Hamid Bahadori
CAC Co-Chair

Attachment

c: OCTA Board of Directors
Will Kempton, OCTA Chief Executive Officer
OCTA Executive Staff

March 2010 Bus Service Reduction CAC Group Ranking



Techniques		FINAL GROUP RANKING
a	Preserve as much service as possible on routes that carry the most passengers	1
f	Reduce service during off-peak periods including early morning , midday, late night and weekends, but maintain span or hours of operation	2
b	Ensure there is some level of countywide geographic coverage/equity for bus service	3
d	Implement short-turns	4
g	Eliminate least productive routes	5
h	Reduce the span of service or hours of operation	6
c	Shorten some routes completely	7
i	Eliminate certain service altogether such as weekend service where ridership is lower than peak hours	8
e	Reduce service during peak ridership periods (weekday rush hours)	9

BUS SERVICE REDUCTIONS FEEDBACK

COMENTARIOS SOBRE REDUCCIONES DE SERVICIO DE AUTOBÚS

October 26, 2009 Public Hearing Summary of Speaker Comments

Approximately 200 people attended the Public Hearing on Monday, October 26, 2009. A total of 60 attendees gave their comments. The following is a brief summary of comments heard. The transcripts are available online at www.octa.net/March2010PublicHearing.

Retain service where there are no alternatives. Do not strand riders. Even two riders who are stranded is too much. Provide alternatives to riders who use Night Owl, so that they don't get stranded at night.

Bus schedules need to be better coordinated. Riders often miss connecting buses by just a couple minutes. With the long wait times, this is very frustrating to riders, especially if the wait times will increase. The schedules are not coordinated with train stations and other buses. Use the Oakland transit system for an example.

Examine Bristol Street widening project, and other improvement projects. Divert funding from those to bus service. With less service, people will start driving. More cars will be on the road, and by then, wider freeways won't make a difference. Focus needs to be on providing service. Focus on the basics, not services like ARTIC and Bravo.

Riders are concerned that ACCESS service will stop if the routes in the area are eliminated. If routes are eliminated, riders will lose ACCESS and alternative buses. Speakers commented about losing their jobs and freedom if ACCESS service is eliminated. Suggestions include looking at ACCESS as a core component and maintaining the ACCESS footprint.

The City of Mission Viejo has significant concerns about how route eliminations will impact workers without cars, students at Saddleback College, high school students who have had school buses already taken away, seniors and the disabled. Routes 82, 85, 86, 87 are most important. South County needs the bus service. Reduction of frequency is better than no route at all.

Adult Transition Programs allow people with disabilities to become independent. Route eliminations, especially Route 86, will hurt opportunities for participants who use the bus for shopping, work, classes and more. Concerns especially prevalent in South County. Vocational Visions in Mission Viejo employs 375 disabled people.

Eliminating Route 24 will impact students at CSUF and Fullerton College. Colleges are having their own problems with funding. They can't cover transportation.

Look at ridership. Run double buses for overcrowding and small buses for routes with less riders.

8. Web Links to Meeting Minutes

The links below are for the following meetings and documents:

- Minutes from three Community Meetings -
www.octa.net/March2010Meetings
- Minutes from Public Hearing -
www.octa.net/March2010PublicHearing
- Comments Matrix -
www.octa.net/March2010Comments

March 2010 Bus Service Change Outreach - September - November 2009

Route Number	Origin/Destination	Major Employers	Schools	Community, Transportation, Senior Centers
1	Long Beach to San Clemente	Cal State Long Beach, VA Hospital	Ethel Dwyer Middle School, Ensign Intermediate School, Newport Harbor HS, Laguna Beach HS, Shorecliffs Middle School, Cal State Long Beach	Newport Transportation Center, San Clemente Metrolink Station
20	La Habra-Yorba Linda	American Suzuki Motor Co, Mercury Insurance, Union Bank of California, Krystal Coach Inc, Wal-Mart	Imperial Middle School Yorba Linda Middle School	Yorba Linda Community Center
21	Fullerton-Huntington Beach		Buena Park HS, John F. Kennedy HS, Cypress HS, Cypress College, Hilton D. Bell Intermediate School, Marina HS	
24	Fullerton-Orange	Anaheim Canyon Business Center, The Village at Orange	Fullerton HS, Ladera Vista Jr. High, Sunny Hills HS, Troy HS, Fullerton College, Cal State Fullerton, Kraemer Middle School, Valencia HS, Buena Park HS	Fullerton Park-N-Ride, Lincoln Park-N-Ride
25	Fullerton-Huntington Beach	Westminster Mall, Huntington Beach Pier	Buena Park HS, Buena Park Jr. High School, Western HS, Orangeview Jr. HS, Pacifica HS, Westminster HS, Goldenwest College, Oceanview HS, Mesa View Middle School, Huntington Beach HS	Fullerton Park-N-Ride, Huntington Beach Civic Center
26	Fullerton-Yorba Linda	Cal State Fullerton	Buena Park HS, Fullerton College, Cal State Fullerton, Fullerton HS, Ladera Vista Jr High, Troy HS, Valencia HS, Kraemer Middle School, El Dorado HS, Bernardo Yorba Middle School, Yorba Linda Middle School, North OC Community District	Fullerton Transportation Center, Fullerton Civic Center, Yorba Linda Civic Center
29	Brea- Huntington Beach	Huntington Beach Medical Center, Target, Access Business Group LLC, Nutrilite, Wal-Mart, Wal-Mart, Knott's Berry Farm	Brea Junior HS, Sonora HS, Washington Middle School, La Habra HS, Whittier Christian High School, Rancho Alamitos HS, Alamitos Intermediate School, Warner Middle School, Golden West College	Brea Civic Center, Buena Park Civic Center, Westminster Civic Center, La Habra SR Center, Goldenwest Transportation Center
30	Cerritos-Anaheim	Anaheim Canyon Business Center	Nicolas Jr HS, Buena Park HS, Buena Park Junior High, Bernardo Yorba Middle School	Fullerton Park-N-Ride
33	Fullerton-Huntington Beach	Little Saigon	Buena Park HS, Dale Jr HS, Savanna HS, Magnolia HS, Bolsa Grande HS, Vista View Middle School, Harry C Fulton School, Talbert Middle School, Isaac Sowers Middle School, Edison HS	County Community Center
35	Fullerton-Huntington Beach	Garden Grove Promenade, Talbert Medical Center	Buena Park HS, Brookhurst Jr HS, Savanna HS, Donald S Jordan Intermediate, Warner Middle School, Sarah McGarvin Intermediate, La Quinta HS, Fountain Valley HS	Fullerton Park-N-Ride, Fountain Valley Civic Center, Miles Square Park-N-Ride
37	La Habra-Fountain Valley	Fountain Valley Community Hospital, WalMart	Washington Middle School, Imperial Middle School, D Russell Jr HS, Sunny Hills HS, Nicolas Jr HS, Trident Continuation HS, Ball Junior HS, Loara HS, Louis Lake Intermediate School, Garden Grove HS, Ralston Intermediate School, James Irvine Intermediate, La Quinta HS, Sarah McGarvin School, Stephen Fitz Intermediate School, Los Amigos HS, Masuda Middle School	NONE
38	Lakewood-Anaheim Hills	OC Teacher's Federal Credit Union, Anaheim Memorial Hospital, Hightech Rubber Ink, Fry's Electronic, Singular Wireless and AT&T, County of Orange Anaheim Regional Ctr, NBTY Manufacturing, LLC, Wal-Mart, US Gov. Postal Service-Anaheim P&TC, Digital Graphics Advantage	Sycamore Junior HS, Servite HS, Brookhurst Junior HS, Savanna HS, Walker Junior HS, Kennedy HS, Artesia HS	La Palma Civic Center
42	Seal Beach-Orange	Knott's Berry Farm, Boeing, The Village at Orange	South Jr HS, Sycamore Junior HS, Anaheim HS, Savanna HS, Cypress College, Los Alamitos HS, Oak Middle School	Lincoln Park-N-Ride, Anaheim Civic Center, Cypress SR Center, Los Alamitos Civic Center, Leisure World, Seal Beach Civic Center

March 2010 Bus Service Change Outreach - September - November 2009

Route Number	Origin/Destination	Major Employers	Schools	Community, Transportation, Senior Centers
43	La Habra-Costa Mesa	Target, Costco, Target, TTM Technologies, Walt Disney Company, Disneyland Unit 05, Fairview Development Center, Pacific Care of California, Hyatt Regency OC, Filenet Corp., Home Depot, USA Inc, Beckman Colter, American Procurement & Logistic Co	Whitter Christian HS, La Habra HS, Washington Middle School, Sonora HS, Fullerton College, Fullerton Union HS, Anaheim HS, Garden Grove HS, Izaak Walton Intermediate School, Santiago HS, Argosy University, Segerstrom HS, Los Amigos HS, Charles W Tewinkle Middle School, Estancia HS	Fullerton Transportation Center
46	Los Alamitos to Orange	Weyerhaeuser Co, Power Paragon	Ball Jr HS, Trident School, Loara HS, Magnolia HS, Dale Jr HS, Cypress HS, Oxford Academy, Lexington Jr HS, Los Alamitos HS, Oak Middle School	Brea Civic Center, Anaheim Civic Center, Costa Mesa Civic Center
47 Sat/Sun	Brea to Newport Beach	Macy's, Brea Mail, Nordstrom, Anaheim City, United Western Medical Center Inc, Automobile Club of Southern California, Goodwill Ind of OC, Orange Coast College	Sonora HS, Brea Jr HS, Fullerton Union HS, Fullerton College, Leroy Intermediate School, Santiago HS, Spurgeon Intermediate, Gerald Intermediate School, Valley HS, Segerstrom HS, Orange Coast College, Estancia HS, Costa Mesa HS	Fullerton Transportation Center
50	Long Beach to Orange	Mitsubishi Motor Sales of America, Yamaha Motor Corp, Los Alamitos Medical Center, Vesper Corp, Verizon Info Services, Pacific Care of California, Shurflow Pump Manufacturing	Yorba Middle School, Louis Lake Intermediate School, Rancho Alamitos HS, Oak Middle School, Cal State Long Beach University	Stanton Civic Center
51	Santa Ana to Costa Mesa	Santa Ana College, South Coast Plaza	Santa Ana College, Santa Ana High School, Mendez Intermediate School, Willard Intermediate School, Saddleback HS	Santa Ana SR Center
53	Brea-Irvine	Cal State Fullerton, Anaheim Canyon Business Center, St. Joseph's Hospital, OCTA, CHOC, Westfield Mall	Southern California School of Optometry, Cal State Fullerton, South Jr HS, Katella HS, Portola Middle School, Willard Intermediate School, Orange County HS of the Arts, Santa Ana HS, Julia C Lathrop Intermediate School, Saddleback HS, Douglas MacArthur Fundamental Intermediate School, Woodbridge HS	Brea Civic Center, Fullerton Community Center, Santa Ana Civic Center
54	Garden Grove to Orange	Crystal Cathedral Ministries, Rancho Santiago Community College, Orange City Hall, Chapman General Hospital	El Modena HS, Santiago Canyon College, Portola Middle School, Izaak Walton Intermediate School, Dr. Walter C Ralston Intermediate, Alamitos Intermediate School, Pacific HS, Hilton D. Bel Intermediate School	Orange Civic Center, Orange Transportation Center
55	Santa Ana to Newport Beach	Hilton Costa Mesa, Sears Roebuck & Co, Macy's Southcoast Plaza, Health Resources of America, Coastal Com, Nordstrom, Goodwill Ind of OC, Orange Coast College, Automobile Club of Southern California, Target, Rancho Santiago College, OC Health Service Agency	Orange County HS of the Arts, Santa Ana HS, Raymond Villa Fundamental School, Century HS, Douglas MacArthur Fundamental, Costa Mesa HS, Newport Harbor HS	Santa Ana Civic Center, Newport Transportation Center
56	Garden Grove to Orange	Medical Center Garden Grove	Garden Grove HS, Pacifica HS, Hilton D. Bell Intermediate School, Johnson Middle School	Garden Grove Civic Center, Orange Transportation Center
57	Brea to Newport Beach	Brea Mall, Cal State Fullerton, UCI Medical Center, The Block at Orange, South Coast Plaza	Santa Ana College, Mendez Intermediate School, Mater Dei HS, Katella HS, South Junior HS	Newport Beach Transportation Center
59	Brea to Irvine	Cytech Engineered Materials, Beckman Coulter, Vault Information Sciences, OC General Services Agency Operation, OC Register, Parker Hannifin Co, New Century Mortgage Co, Washington Mutual, Irvine Marriott Hotel, Earnst and Young	Valencia HS, El Dorado HS, Col. J.K. Tuffree School, Kraemer Middle School, Yorba Middle School, Orange HS, Raymond School, Century HS, UC Irvine	Brea Civic Center, Placentia Civic Center, Orange Transportation Center
60	Long Beach to Tustin	Cal State Long Beach, VA Hospital	Cal State Long Beach	

March 2010 Bus Service Change Outreach - September - November 2009

Route Number	Origin/Destination	Major Employers	Schools	Community, Transportation, Senior Centers
62	Huntington Beach to Santa Ana	Goodwill, Goldenwest College, County Courthouse	Raymond Villa Intermediate School, Orange County HS of Arts, Willard Intermediate School, Santa Ana HS, Spurgeon Intermediate School, James Irvine Intermediate School, Bolsa Grande HS, Warner Middle School, Westminster HS, Golden West College	Santa Ana Civic Center, Golden West Transportation Center
64	Huntington Beach-Tustin	County Courthouse, Goodwill, Boeing	Columbus Tustin Middle School, Tustin HS, Nova Academy, Raymond A Avilla Fundamental Intermediate School, Santa Ana HS, Spurgeon Intermediate School, Stephen R Fitz Intermediate School, James Irvine Intermediate School, La Quinta HS, Sarah McGarvin Intermediate School, Marina HS	Tustin Civic Center, Santa Ana Civic Center
66	Huntington Beach-Irvine	Irvine Valley College, Tustin Hospital, Goldenwest College, Boeing	Irvine Valley College, Irvine HS, Tustin HS, AG Currie Middle School, McFadden Learning and Tech Center, Century HS, Julia C Lathrop Intermediate School, Stephen R Fitz Intermediate School, La Quinta HS, Sarah McGarvin Intermediate School, Golden West College, Marina HS, Coastline College	Jeffrey Park-N-Ride, Goldenwest Transportation Center
70	Sunset Beach-Dana Point	Dana Point City Hall, Tustin Legacy, Irvine Spectrum, Bella Terra Shopping Center, Goldenwest Transportation Center, Laguna Woods City Hall	Dana Hills HS, Niguel Hills Middle School, Aliso Viejo Middle School, La Monte Academie HS, Irvine HS, Venado Middle School, La Quinta HS, Marina HS, Golden West College, Lakeside Middle School, Irvine Valley College, CSUF Irvine Institute, AG Currie Middle School, Century HS, Vista View Middle School, Julia C Lathrop Intermediate School, Stephen R Fitz Middle School, Los Amigos HS	Leisure World, Laguna Hills SR Center, Tustin Metrolink, Golden West Transportation Center
71 Sunday	Yorba Linda to Balboa	Western Medical Center Santa Ana, Secured Funding	Orange HS, Columbus Tustin Middle School, Tustin HS, AG Currie Middle School, Costa Mesa HS	NONE
72 Saturday	Sunset Beach to Tustin	Royal Healthcare Center, Express Manufacturing Inc, US Gov Post Office, The Home Depot Inc, Cherry Aerospace LLC	Saddleback HS, McFadden Intermediate School, Los Amigos HS, Masuda Middle School, Ocean View HS, Spring View Middle School, Marine View Middle School	NONE
74	Fountain Valley to Irvine	Conexant Systems Inc, Downey Savings, Fletcher Jones Motocars, Newport Fab LLC, The Regency Irvine	Woodbridge HS, Douglas MacArthur Fundamental Intermediate School, Saddleback HS, McFadden Intermediate School, Masuda Middle School	NONE
75	Tustin-Newport Beach	The Market Place, Tustin Auto Center, The District, Fashion Island, Harbor Justice Center	Venado Middle School, Corona Del Mar HS	Tustin Metrolink Station, Newport Transportation Center
76	Huntington Beach to Newport Beach	Hyundai Motor America, Orange Coast Memorial Medical Center, Wal-Mart, OCTA, Fairmont Newport Beach, Glidewell Laboratories	Calvary Chapel HS, Saddleback HS, Douglas MacArthur Fundamental Intermediate School, Segerstrom HS, Fountain Valley HS, Fulton Middle School, Ocean View HS	Newport Transportation Center
79	Tustin-Newport Beach	UCI, Fashion Island	Columbus Tustin Middle School, Tustin HS, Beckman HS, Sierra Vista Middle School, Irvine HS, Venado Middle School, Woodbridge HS, University HS, UCI, Corona Del Mar HS	Newport Transportation Center
82	Foothill Ranch to Laguna Niguel	Foothill Marketplace, The Shops at Mission Viejo, Saddleback College, Mission Hospital	Saddleback College, Trabuco Hills HS, Rancho Santa Margarita School, Los Flores Middle School	NONE
83	Anaheim to Laguna Hills	OCTA, Macy's Main Place, Wells Fargo & Co, Edwin C. Paul, Children's Hospital of OC, Nordstrom	Ball Junior HS, Willard Intermediate School, Orange County HS of Arts, Santa Ana HS	Laguna Hills Transportation Center
85	Mission Viejo to Dana Point	Shops at Mission Viejo, Mission Hospital, Saddleback College, Ritz Carlton (Dana Point), Mission Viejo City Hall, MV Rec Center	Trabuco Hills HS, Newhart Middle School, La Paz Intermediate School, Saddleback College, Dana Hills HS	Mission Viejo Recreation Center
86	Costa Mesa-Mission Viejo	Kaiser Permanente, Norman Murray Community Center, Irvine Spectrum, South Coast Plaza	Newhart Middle School, La Paz Intermediate School, Serano Intermediate School, Woodbridge HS, South Lake Middle School	Norman Murry Community Center, Irvine Civic Center, Lakeview SR Center, Irvine Metrolink/Amtrak Station

March 2010 Bus Service Change Outreach - September - November 2009

Route Number	Origin/Destination	Major Employers	Schools	Community, Transportation, Senior Centers
87	Rancho Santa Margarita to Laguna Niguel	Wal-Mart	Los Alisos School, Laguna Hills HS, Aliso Viejo Middle School, Aliso Niguel HS	Laguna Hills Transportation Center
89	Mission Viejo to Laguna Beach	Consumer Portfolio Services, Inc 491 K	El Toro HS, Serrano Intermediate School, Laguna Beach HS	Laguna Hills Transportation Center
91	Laguna Hills to San Clemente	Laguna Hills Mall, Saddleback Hospital, Saddleback College, Shops at Mission Viejo	Laguna Hills HS, Mission Viejo HS, Saddleback College, Capistrano Valley High, Marco Forster Middle School, Shorecliffs Middle School, San Clemente HS	Laguna Hills Transportation Center
131	Yorba Linda-Orange	Yorba Linda Library, Kaiser-Permanente Med Center, The Village at Orange		Lincoln Park-N-Ride
145	Santa Ana to Costa Mesa	Orange Coast College, Automobile Club of Southern California, Goodwill Ind of OC	Willard Intermediate School, Orange County HS of Arts, Santa Ana HS, Gereald Intermediate School, Valley HS, McFadden School, Segerstrom HS	Santa Ana SR Center Santa Ana Civic Center
147	Brea-Santa Ana	Allstate Insurance, American Suzuki, Bank of America, Brea Mall, St. Jude Hospital, Fullerton College, Crystal Cathedral, UCI Med Center, The Block at Orange, OCTA, St. Josephs Hospital, CHOC	Fullerton HS, Ladera Vista Jr High, Fullerton College	Fullerton Transportation Center, Anaheim Civic Center
164	Seal Beach-Westminster	Westminster Mall	Westminster HS, Johnson Middle School, Pacifica HS, Hilton D Bell Intermediate School	West Ed Park-N-Ride Leisure World
167	Anaheim to Irvine	OC Social Services Agency, The Villa at Orange, Irvine Valley College	Irvine Valley College, Beckman HS, Sierra Vista Middle School, Tustin HS, CE Utt Middle School, Columbus Tustin Middle School, Foothill HS, Hillview High, Hewes Middle School, Santiago Middle School, El Modena HS, Villa Park HS, Cerro Villa Middle School	West Ed Park-N-Ride Leisure World
172	Huntington Beach to Costa Mesa	South Coast Plaza, Costco Plaza	Segerstrom HS, Talbert Middle School, Huntington Beach HS, Ethel Dwey Middle School	Huntington Beach Civic Center
173	Huntington Beach to Costa Mesa	South Coast Plaza, OC Fair	Segerstrom HS, Costa Mesa HS, Vanguard University, Estancia HS, Edison HS	Costa Mesa Civic Center
175	Irvine	Irvine Valley College, UCI	Sierra Vista Middle School, Irvine HS, Irvine Valley College, Lakeside Middle School, Woodbridge HS, South Lake Middle School, Rancho San Joaquin Middle School, University HS, UC Irvine	Shepard of the Peace Lutheran Church Park and Ride, Jefferey Park and Ride, Lakeview SR Center, Rancho SR Center
177	Foothill Ranch to Laguna Hills	Western Digital Co, CC Sterling Ins. Agency Inc	Los Alisos Intermediate School	Laguna Hills Transportation Center
178	Huntington Beach to Irvine	Target	Huntington Beach HS, Costa Mesa HS, University of California, Irvine	Huntington Beach Civic Center
187	Laguna Hills to Dana Point	NONE	Aliso Viejo Middle School, Don Juan Avila Middle School, Aliso Niguel HS, Dana Hills HS	Laguna Hills Transportation Center
188	Laguna Hills to Irvine	Irvine Spectrum, Wild Rivers, Saddleback Hospital	Serrano Intermediate School, El Toro HS, Laguna Hills HS	Irvine Station Area (Metrolink/Amtrak) Laguna Hills Transportation Center Leisure World
191	Mission Viejo to San Clemente	The Shops at Mission Viejo, Sears Plaza, San Clemente Pier, Saddleback College, San Clemente Hospital, South County Health Clinic	Saddleback College, Capistrano Valley HS, Shorecliffs Middle School, San Clemente HS	Junipero Serra Park and Ride, San Clemente Metrolink Station, San Clemente Amtrak Station, Casa de Seniors, San Clemente SR Center
193	San Clemente	Sears Plaza, Wal-Mart, San Clemente Hospital	San Clemente HS	San Clemente Metrolink
693	San Clemente	Wal-Mart	Vista Del Mar Middle School	



BOARD COMMITTEE TRANSMITTAL

November 9, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: Bus Service Scenarios

Finance and Administration Committee Meeting of October 28, 2009

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

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations *(reflects change from staff recommendations)*

- A. Approve a service reduction plan that eliminates 150,000 annual revenue vehicle hours in March 2010.
- B. Approve a service reduction plan that eliminates at least an additional 150,000 annual revenue vehicle hours as early as March 2010, but no later than March 2012 if a state funding source, such as the State Transit Assistance Program, is not restored or identified.
- C. Authorize the Chief Executive Officer to execute an internal transfer of up to \$68 million from the Commuter and Urban Rail Endowment Fund to the Bus Operations Fund.



BOARD COMMITTEE TRANSMITTAL

November 9, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: Bus Service Scenarios

Executive Committee meeting of November 2, 2009

Present: Chairman Buffa, Vice Chairman Amante, Directors Campbell, Cavecche, Glaab, Nguyen, and Pringle
Absent: Director Norby

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations (reflects a change from staff recommendations)

- A. Approve a service reduction plan that eliminates 150,000 annual revenue vehicle hours in March 2010.
- B. Approve a service reduction plan that eliminates at least an additional 150,000 annual revenue vehicle hours to be enacted as early as March 2010, or at the time of the enactment of the State 2010-11 Budget Act if appropriate funding is not provided under the State Transit Program.

The Committee acknowledges that enactment of these reductions may be delayed to a date certain prior to March 2012 by the Board, if funding in lieu of these reductions is found through other sources.

- C. Authorize the Chief Executive Officer to execute an internal transfer of up to \$68 million from the Commuter and Urban Rail Endowment Fund to the Bus Operations Fund.

Minutes of the Special 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
November 9, 2009

Call to Order

The November 9, 2009, special meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Buffa at 8:15 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

Roll Call

Directors Present: Peter Buffa, Chairman
Jerry Amante, Vice Chair
Patricia Bates
Arthur C. Brown
Bill Campbell
Carolyn V. Cavecche
William J. Dalton
Richard Dixon
Cathy Green
John Moorlach
Janet Nguyen
Chris Norby
Miguel Pulido
Gregory T. Winterbottom

Also Present: Will Kempton, 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: Paul Glaab
Allan Mansoor
Chris Norby
Curt Pringle

Public Comments on Agenda Items

Chairman Buffa 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.

No public comments were received.

1. Closed Session

A Closed Session was held:

- A. Pursuant to Government Code Section 54957.6 to discuss negotiations with Teamsters Local 952 regarding the coach operators unit and the maintenance unit. The lead negotiator for the Orange County Transportation Authority is Paddy Gough, and the Teamsters Local 952 negotiator is Patrick Kelly.
- B. Pursuant to Government Code Section 54956.9 (c).

2. Adjournment

The meeting adjourned at 8:50 a.m. Chairman Buffa announced that the next regularly scheduled meeting of this Board would follow this meeting at the OCTA Headquarters.

ATTEST

Wendy Knowles
Clerk of the Board

Peter Buffa
OCTA Chairman

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
November 9, 2009

Call to Order

The November 9, 2009, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Buffa at 9:00 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

Roll Call

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

Also Present: Will Kempton, 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: Paul Glaab
Allan Mansoor
Chris Norby
Curt Pringle

Invocation

Director Dalton gave the invocation.

Pledge of Allegiance

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

Public Comments on Agenda Items

Chairman Buffa 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. Special Recognition for Winning Coach Operators – 2009 OCTA Roadeo

Chairman Buffa presented trophies to First Place winner, Darvy Traylor, Santa Ana Base; Second Place winner, Al Valenzuela, Anaheim Base; Third Place winner, Bimaljeet Sandhu, Garden Grove Base; 1st place winning team from the Anaheim Base: Al Valenzuela, Raj Patel, Freddy Garcia, and Romeo Arellano.

Consent Calendar (Items 1a through 12)

Chairman Buffa 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.

Orange County Transportation Authority Consent Calendar Matters

1a. Approval of Board Member Travel

A motion was made by Director Brown, seconded by Director Dalton, and declared passed by those present, to approve a request for Chairman Buffa to travel to Washington, D.C., from November 16-18, 2009, to meet with members of the Transportation and Infrastructure Committee regarding the federal authorization bill.

Director Pulido was not present for this vote.

2. Approval of Minutes

A motion was made by Director Brown, seconded by Director Dalton, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of October 26, 2009.

Director Pulido was not present to vote on this item.

3. State Legislative Status Report of Legislation Enacted in 2009

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

Director Pulido was not present to vote on this item.

4. Orange County Transportation Authority 2010 State and Federal Legislative Platforms

Director Bates pulled this item and noted that the legislative language decided upon at the Legislative and Communications Committee should be added as part of the recommendations approved at this time.

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

- A. Adopt the Orange County Transportation Authority 2010 State and Federal Legislative Platforms with modifications suggested by the Committee:

Section II, Item b, on page 16 of the 2010 State Legislative Platform be modified: "Oppose levying new and/or increase in gasoline taxes or user fees, ~~unless a~~ To consider support of such efforts, a direct nexus must exists between revenues and transportation projects and to ensure the additional revenues are controlled by the county transportation commission"

- B. Direct staff to distribute the adopted platforms to elected officials, advisory committees, local governments, affected agencies, the business community, and other interested parties.

Director Pulido was not present to vote on this item.

5. Agreements for Health Insurance Services and Health Brokerage Services

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

- A. Authorize the Chief Executive Officer to execute Amendment No. 5 to Agreement No. C-5-0455 between the Orange County Transportation Authority and Kaiser Foundation Health Plan, Inc., on a cost per employee basis for prepaid medical services through December 31, 2010. The annual 2010 Kaiser Foundation Health Plan, Inc., premium costs will vary in accordance with actual enrollment.
- B. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-8-1054 between the Orange County Transportation Authority and Aetna, on a cost per employee basis, for prepaid medical services through December 31, 2010. The annual 2010 Aetna health maintenance organization premium costs will vary in accordance with actual enrollment.
- C. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-8-1055 between the Orange County Transportation Authority and Aetna, on a cost per employee basis, for open access managed choice medical services through December 31, 2010. The annual 2010 Aetna open access managed choice premium costs will vary in accordance with actual enrollment.
- D. Authorize the Chief Executive Officer to execute Amendment No. 3 to Agreement No. C-5-2862 between the Orange County Transportation Authority and MetLife Insurance Company, on a cost per employee basis, for preferred provider organization dental services through December 31, 2010. The annual 2010 MetLife Insurance Company dental preferred provider organization premium costs will vary in accordance with actual enrollment.
- E. Authorize the Chief Executive Officer to execute Amendment No. 1 to Agreement No. C-6-0657 between the Orange County Transportation Authority and Vision Service Plan, on a cost per employee basis, for vision services through December 31, 2012. The annual 2010 Vision Service Plan premium costs will vary in accordance with actual enrollment.
- F. Authorize the Chief Executive Officer to execute Amendment No. 6 to Agreement No. C-4-1271 to exercise a second option term between the Orange County Transportation Authority and Mercer through November 30, 2010, for an amount not to exceed \$80,000, to continue to provide health insurance brokerage services

Director Pulido was not present to vote on this item.

6. First Quarter Fiscal Year 2009-10 Procurement Status Report

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

Director Pulido was not present to vote on this item.

7. Cooperative Agreement with the California Department of Transportation for the Northbound Orange Freeway (State Route 57) Widening Project

A motion was made by Director Brown, seconded by Director Dalton, and declared passed by those present, to authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0816 between the Orange County Transportation Authority and the California Department of Transportation, in an amount not to exceed \$2.743 million, to perform right-of-way certification services for the northbound Orange Freeway (State Route 57) widening between Katella Avenue and Lincoln Avenue.

Chairman Buffa and Director Bates abstained from voting on this item.

Director Pulido was not present to vote on this item.

8. Selection of On-Call Firms for Right-of-Way Engineering and Surveying Services

A motion was made by Director Brown, seconded by Director Dalton, and declared passed by those present, to authorize staff to negotiate, and the Chief Executive Officer to execute, the following on-call right-of-way engineering and surveying services agreements, in an aggregate amount not to exceed \$750,000.

- Agreement No. C-9-0612 between the Orange County Transportation Authority and David Evans and Associates, Inc.
- Agreement No. C-9-0780 between the Orange County Transportation Authority and Guida Surveying Inc.
- Agreement No. C-9-0781 between the Orange County Transportation Authority and Huitt-Zollars, Inc.
- Agreement No. C-9-0782 between the Orange County Transportation Authority and Hunsaker and Associates Irvine, Inc.
- Agreement No. C-9-0783 between the Orange County Transportation Authority and Psomas.

8. (Continued)

- Agreement No. C-9-0784 between the Orange County Transportation Authority and RBF Consulting.

Chairman Buffa abstained from voting on this item.

Director Pulido was not present to vote on this item.

Orange County Local Transportation Authority Consent Calendar Matters

9. Measure M Quarterly Progress Report

Director Campbell pulled this item and referred to the listing of projects provided with the report. He observed that there are projects which are identified as desirable, but no work seems to be underway on those projects, and he asked for an update.

Kia Mortazavi, Executive Director of Development, responded that the \$134 million for flex projects has been allocated, though no payments have been issued. This includes two types of activities: projects for which the design may be complete, and stand-alone projects which may not have been started.

Director Campbell requested project status for all pending Combined Transportation Funding Programs allocations for street and roads.

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

Director Pulido was not present to vote on this item.

10. Amendment to Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project

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

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-9-0628 between the Orange County Transportation Authority and the California Department of Transportation for: (1) an overall increase in the funding commitment of \$924,000 for the project, from \$134,645,000 to \$135,569,000, (2) a funding increase in construction support of \$874,000, for a total commitment of \$18,374,000, (3) a funding increase of \$50,000 in construction, for a total commitment of \$117,195,000, and (4) use of state advance construction authority to fund the project.

10. (Continued)

- B. Authorize repayment to the California Department of Transportation for advance construction with fiscal year 2009-10, fiscal year 2010-11, and fiscal year 2011-12 Congestion Mitigation and Air Quality funding as required for the project, in an amount not to exceed \$85,945,000.
- C. Authorize staff to process all necessary amendments to the Regional Federal Transportation Improvement Program and execute all necessary agreements to facilitate the above actions.

Director Pulido was not present to vote on this item.

11. Approval to Release Request for Proposals for Freeway Service Patrol Services for the West County Connectors Construction Project

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

- A. Approve the proposed evaluation criteria and weighting for selection of Freeway Service Patrol services for Request for Proposals 9-0763.
- B. Approve the release of Request for Proposals 9-0763 for Freeway Service Patrol services for the West County Connectors construction project.

Director Pulido was not present to vote on this item.

Orange County Transit District Consent Calendar Matters

12. Intelligent Transit Management System Project Update

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

Director Pulido was not present to vote on this item.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

13. Agreement with City of Placentia

Ken Phipps, Executive Director of Finance and Administration, presented background on this item and presented a revised agreement to the Board, along with an explanation of the related terms and conditions.

13. (Continued)

Director Campbell stated that this alternative was developed after discussion at the Finance and Administration Committee to motivate the city and make the agreement more favorable to both parties. He further explained that this revised payment period would be over 19 years, as opposed to the original repayment schedule of 30 years.

Director Moorlach inquired if Transportation Trust Fund monies are being used which otherwise could be used for bus operations, and Mr. Phipps responded that these funds would, in fact, be eligible for bus operations. Director Moorlach suggested that this debt be put into OCTA's portfolio and ask the Treasurer to obtain a rating for this loan.

Director Green stated that she agreed and was concerned that the projects this money could support would now not be done.

Vice Chairman Amante stated that he was concerned regarding the debt structure and where the City of Placentia may be in terms of their cash flow and its ability to be able to address the issue, though the revised agreement is more attractive. He further stated that he hoped OCTA could assist the City of Placentia if at all possible.

Placentia Mayor, Scott Nelson, addressed the Board and explained the City's lack of sales tax revenue and a Caltrans audit which resulted in findings of a conflict of interest which will cost the City of Placentia in penalties.

Public comment was heard from Bob Shackley, who encouraged money be spent carefully and not to spend monies not yet in-hand.

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

- A. Authorize the Chief Executive Officer or his designee to negotiate an agreement as outlined in Director Campbell's memo (outlining a repayment schedule) with the City of Placentia to advance up to \$4.1 million in funding from the Orange County Unified Transportation Trust to be repaid through a contribution of the City of Placentia's future Renewed Measure M Local Fair Share revenues towards eligible transportation services. If the City is able to obtain repayment of the \$4.1 million from other sources, those funds will be paid to OCTA.
- B. Authorize the Chief Executive Officer or his designee to negotiate an agreement with the California Department of Transportation whereby the Orange County Transportation Authority will advance \$1.5 million to the State Highway Account in exchange for \$1.5 million in state funds to be programmed to an Orange County state highway project.

13. (Continued)

Vice Chairman Amante offered an amendment to the motion to work with the City of Placentia to discuss the possibility of, once the debt is resolved by OCTA, and auditors have removed the \$36 million impediment to obtaining a good rating, work toward the city obtaining paper that is created and rated, the Finance and Administration Committee can consider making a recommendation to the Board.

Director Campbell accepted this amendment to his motion; Director Dixon, as the maker of the second, also accepted this amendment.

Directors Green and Moorlach voted to oppose this motion.

14. Amended Cooperative Agreement with the Orange County Council of Governments for SB 375 Planning Requirements

Kristine Murray, Executive Director of Government Relations and Executive Director of the Orange County Council of Governments (OCCOG), provided a summary of what has taken place with the issues since this item last came to the Board, and highlighted what occurred at the October 22 OCCOG meeting.

Ms. Murray informed the Board that additional \$1 million federal funding has been found to be able to conduct the local sustainable communities strategy (SCS).

Comment was heard by Cheryl Brothers, OCCOG Chair and Fountain Valley Councilmember, who discussed the two-thirds veto requirement and issues related to future land use.

Discussion followed. Director Bates stated that she was troubled by the two-third margin required and indicated it may be perceived as a lack of trust.

Director Moorlach stated he felt this requirement was a bit "heavy-handed."

Chairman Buffa stated that he felt it would be difficult to pass this item without the two-thirds requirement, and stated he feels it is protecting OCTA's investment of the time and resources involved.

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

- A. Oppose the OCCOG amended SB 375 Planning Requirements Agreement originally approved by the OCTA Board of Directors on July 13, 2009.

14. (Continued)

- B. Direct staff to forward a letter from the Chairman of the Board of Directors, on behalf of the Orange County Transportation Authority, informing the Orange County Council of Governments that the Authority received recent changes submitted by OCCOG regarding the agreement that was voted on by OCTA in July 2009, but that the revisions now being proposed are not acceptable to OCTA.
- C. Request the Orange Council of Governments Board to reconsider Attachment B to the staff report at their November 19, 2009, meeting.

Directors Bates, Brown, and Moorlach voted in opposition to this motion; Director Dixon abstained from voting on the motion.

Orange County Transit District Regular Calendar Matters

15. Bus Service Scenarios

Chief Executive Officer (CEO), Will Kempton, provided opening comments and a summary of what has taken place to date in response to an extreme funding shortage for transit operations, as well as declining sales tax and fare revenues.

Ken Phipps, Executive Director of Finance and Administration, presented the options for consideration and various scenarios for potential bus service reductions.

Public comments were heard from the following persons, expressing their concern for bus routes being eliminated and service reductions:

Roy Shahbazian
Judith Kaluzny
Scarlette Almero
Paul Bedard
Robert Shackley
Neil Blais
Andrew Ataris
Jane Reifer
Arnie Pike
Paolo Barone
Thomas David
Patrick Kelly
Sandy Stiassni
Matt Leslie
Phil Bacerra
Rob Lammers

Margaret Farris
Irene Shaw Broden
Duane Roberts
Roy Taylor
Gary Wisser
Leonard Lahtinen
Ellen Shurtleff
Cody Bowersox
Pam Keller
Chris Reese
Ruby Clark
Peter Lofthus
Claudette Ehrlich
Jaime Vega
Christie Rudder

15. (Continued)

Extensive discussion followed. A motion was made by Director Winterbottom, seconded by Director Campbell, and declared passed by those present, to:

- A. Approve a service reduction plan that eliminates 150,000 annual revenue vehicle hours in March 2010.
- B. Approve a service reduction plan that eliminates at least an additional 150,000 annual revenue vehicle hours to be enacted as early as March 2010, or at the time of the enactment of the State 2010-11 Budget Act if appropriate funding is not provided under the State Transit Program.

Enactment of these reductions may be delayed to a date certain prior to March 2012 by the Board, if funding in lieu of these reductions is found through other sources.

- C. Authorize the Chief Executive Officer to execute an internal transfer of up to \$68 million from the Commuter and Urban Rail Endowment Fund to the Bus Operations Fund.

Director Nguyen voted in opposition to this motion; Director Dalton was not present to vote on this motion.

Director Bates requested staff provide information regarding risks and costs associated with delaying the Bristol Street widening project.

Director Moorlach requested a slideshow presentation on status of the Bristol Street widening project to date.

Director Green stated that she would like to accept an offer made by Director Pulido and the Teamsters' offer to investigate if there is backfill money for the Bristol Street widening, and when that money becomes available, it will come directly to bus operations.

16. Agreement for Bus Stop Maintenance Program

Ryan Erickson, Facilities Maintenance Manager, presented this agreement for bus stop maintenance for consideration and the rationale for staff's recommendation.

Public comments were heard from:

Alan Mudge, General Manager of ShelterClean, Inc., who stated that his company has been in business for more than 30 years, and has been doing this type of work for more than 15 years.

Paolo Barone, representing the Orange County Bus Riders' Union, who stated that he feels that OCTA should re-implement the posted bus timetables at the bus stops.

A motion was made by Director Bates, seconded, by Director Nguyen, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement No. C-8-0728 between the Orange County Transportation Authority and ShelterCLEAN, Inc., for a maximum obligation of \$2,013,113, to provide maintenance at each of the existing 6,575 bus stops located within the Orange County Transportation Authority's service area for a three-year term, with two one-year options.

Director Dalton was not present to vote on this motion.

Discussion Items

17. Public Comments

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

Public comment was heard from Paolo Barone, Orange County Bus Riders' Union, who provided comment on consideration of funding sources and stated that attention needs to be given to the men's restrooms at the Newport Transit Center.

18. Chief Executive Officer's Report

CEO, Will Kempton, providing information on upcoming meetings and events.

19. Directors' Reports

Director Moorlach inquired how much work is delegated to Caltrans and how much goes to the private sector. Chairman Buffa responded that this is done on a project-by-project basis, consideration of the "color of money", and a result of negotiations.

Director Quon provided comments regarding the long history of successful partnerships on projects involving Caltrans and OCTA.

Director Brown reported that on November 7, he provided presentations to the Transit Riders' Association of California on rail integration and Metrolink.

Director Green reported that she attended UCLA Anderson School's Focus on Orange County: Economic Outlook for 2010 seminar in Irvine on October 29.

20. Closed Session

A Closed Session was not conducted at this meeting.

21. Adjournment

The meeting adjourned at 1:03 p.m. The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, November 23, 2009**, at the OCTA Headquarters.

ATTEST

Wendy Knowles
Clerk of the Board

Peter Buffa
OCTA Chairman



MEMO

November 18, 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.



November 18, 2009

To: Finance and Administration Committee
From: Will Kempton, Chief Executive Officer
Subject: Sales Tax Revenue Accounting Review

Overview

The Internal Audit Department has completed a review of sales tax revenue accounting. The review found that the Orange County Transportation Authority has generally adequate controls over revenue. However, the Internal Audit Department did make three recommendations, which management indicated would be implemented.

Recommendation

Direct staff to implement recommendations in the Sales Tax Revenue Accounting Review, Internal Audit Report No. 08-024.

Background

The Local Transportation Fund (LTF) and Measure M sales tax revenue received by the Orange County Transportation Authority (OCTA) represented almost half of OCTA's revenue for the fiscal year ended June 30, 2008. The LTF revenue is derived from a quarter cent of retail sales tax collected statewide. Measure M provides for a local transactions and use tax of one-half percent to pay for a variety of freeway, road, and transit improvements in the county. The State Board of Equalization (BOE) charges administrative fees for administering the tax and deducts the fee quarterly from their remittance.

Cash remittances from pass sales vendors, leases, gas tax exchange, and other miscellaneous revenue are usually mailed to OCTA. Departments can drop off their cash receipts in Accounting & Financial Reporting Department's (Accounting) safe.

Discussion

The fiscal year 2007-08 Internal Audit Plan included a review of revenue accounting. The review was carried forward to the fiscal year 2008-09 Internal Audit Plan and was completed on October 20, 2009. The objective of the review was to ensure that controls over the collection and processing of, and accounting for, the LTF and Measure M sales tax revenue received by OCTA are in place and operating effectively. A secondary objective of the review was to ensure that controls exist over miscellaneous cash receipts at OCTA headquarters.

Based on the review, the Internal Audit Department (Internal Audit) found that there is no procedure for changing safe combinations periodically or when an employee with knowledge of the combination leaves OCTA. Internal Audit recommended that security guidelines be established for all OCTA safes that contain cash and checks. Accounting staff agreed that policies and procedures for the control of safes and combinations should be developed; however, based on their analysis, dual control of safes is not warranted and Internal Audit agrees.

Internal Audit also noted that the BOE notifications of preliminary and revised administrative cost assessment are not addressed to a specific OCTA department and are not consistently routed to Accounting. Internal Audit recommended that Accounting request that BOE send its notifications of administration cost assessment to their attention. Upon receipt of the BOE notifications, Accounting should reconcile quarterly administrative costs charged by BOE to the assessment notifications.

Finally, Internal Audit identified several processes over which deposit controls could be improved. Recommended changes include the restrictive endorsement of checks upon receipt by departments other than Accounting and the OCTA Store and the preparer sign-off on the daily deposit logs.

Summary

Based on the review, Internal Audit offered recommendations to improve controls over cash, safes, and vaults, to reconcile the BOE's administrative cost assessments regularly, to revise OCTA's standard invoice form, and to monitor the timeliness of deposits by OCTA's contract armored service. Management concurred with the recommendations.

Attachment

A. Sales Tax Revenue Accounting Review, Internal Audit
Report No. 08-024

Prepared by:



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

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**



Sales Tax Revenue Accounting Review

INTERNAL AUDIT REPORT NO. 08-024

October 20, 2009



Internal Audit Team: Kathleen M. O'Connell, CPA, Executive Director
Serena Ng, CPA, Senior Internal Auditor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**

**Sales Tax Revenue Accounting Review
October 20, 2009**

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**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**

**Sales Tax Revenue Accounting Review
October 20, 2009**

Conclusion

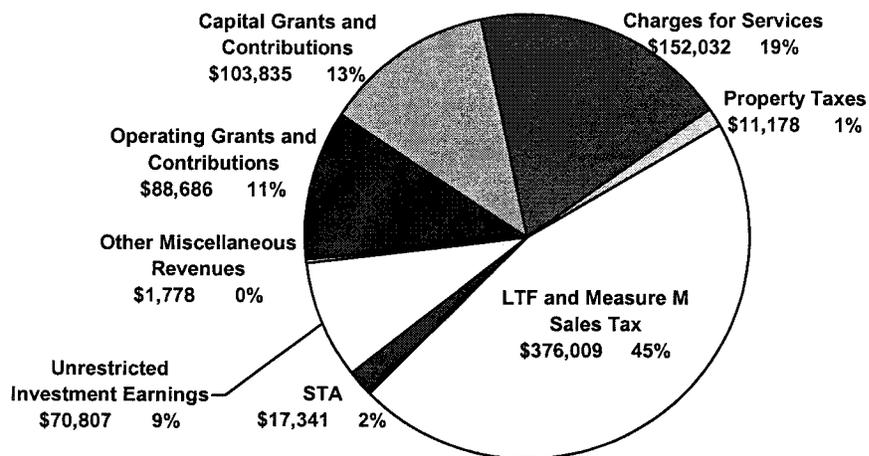
The Internal Audit Department (Internal Audit) has completed a review of sales tax revenue accounting. The objective of the review was to ensure that controls over the collection and processing of, and accounting for, approximately \$376 million of annual Local Transportation Fund (LTF) and Measure M sales tax revenue received by the Orange County Transportation Authority (OCTA) are in place and operating effectively. A secondary objective of the review was to ensure that controls exist over miscellaneous cash receipts at OCTA headquarters. Based on the procedures performed, Internal Audit found that the Orange County Transportation Authority (OCTA) has generally adequate controls over revenue.

However, Internal Audit did make three recommendations. Internal Audit recommended that security guidelines be established for safes and vaults holding cash and checks. Internal Audit also recommended that the State Board of Equalization's (BOE) administrative fees for administering Measure M sales tax be reconciled to the BOE's administrative cost assessments. Finally, Internal Audit recommended a few improvements to internal controls related to the cash deposit process.

Background

OCTA's general revenue includes sales taxes, property taxes, unrestricted investment earnings, and other miscellaneous revenue. Program revenue consists of charges for services, operating grants and contributions, and capital grants and contributions. Total revenue for the fiscal year ended June 30, 2008, was \$821,666,000.

Revenue for the fiscal year ended June 30, 2008 * (in thousands)



* LTF, Measure M sales tax, and State Transit Assistance funds (STA) revenue were obtained from the general ledger. All other amounts were obtained from OCTA's audited Statement of Activities.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
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**Sales Tax Revenue Accounting Review
October 20, 2009**

LTF Sales Tax Revenue

The Transportation Development Act (TDA) creates in each county an LTF. LTF revenue is derived from a quarter cent of retail sales tax collected. The BOE charges an administrative fee for collecting the tax and deducts the fee quarterly from LTF revenue. As part of the County of Orange (County) bankruptcy legislation, \$38 million is diverted annually to the County from OCTA's LTF revenue. In return, \$23 million in annual County gasoline tax revenue is diverted to OCTA¹.

The state deposits the LTF advances and payments by Electronic Funds Transfer (EFT) to the County. Every month, OCTA's Financial Planning & Analysis Department (FP&A) obtains information concerning the amount of LTF advanced to the County from a statement publicly accessible on the BOE website. FP&A prepares a letter to the County with instructions to disburse funds based on the monthly schedule of allocations. FP&A gives the letter to the Accounting & Financial Reporting Department (Accounting). Accounting hand-delivers this letter with a signed EFT form to the County.

Prior to month-end, Accounting verifies the County has received the advance and then records the LTF revenue. When OCTA receives its funds, Accounting records the receipt. Every month, Accounting reconciles its OCTA general ledger balance to the County's general ledger balance for LTF, thus ensuring that OCTA's record of LTF advances and disbursements match with the County's records. The reconciliations are prepared by Accounting staff and reviewed by Accounting management.

Measure M Sales Tax Revenue

On November 6, 1990, the voters of Orange County passed Measure M, which provides for a local transactions and use tax of one-half percent for 20 years to pay for a variety of freeway, road, and transit improvements in the County.

Every month, OCTA's Deputy Treasurer obtains the Measure M advance amount from a statement publicly accessible on the BOE website. Since the funds are deposited in a Bank of New York (BNY) sales tax revenue custodial account, the Deputy Treasurer sends a letter to BNY notifying it of the Measure M revenue and directs the transfer of funds to BNY reserve accounts and the investment of the funds.

Accounting records the Measure M revenue. Accounting also prepares monthly account reconciliations of the BNY sales tax revenue custodial account. The reconciliations are prepared by Accounting staff and reviewed by Accounting management.

¹ The diversion of LTF revenue from OCTA began on July 1, 1996, for a 15 year period. The diversion of gasoline tax revenue to OCTA began on July 1, 1997, for a 16 year period.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
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**Sales Tax Revenue Accounting Review
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The BOE charges each district, including OCTA, an amount for its services in administering the transactions and use tax determined by BOE under a cost allocation methodology and with the concurrence of California's Department of Finance. The methodology is prescribed by state law. The BOE, by June 1st of each year, notifies districts of the amount that it anticipates will be assessed for the following fiscal year. The amount charged each district may be adjusted during the year to reflect the difference between BOE's budgeted fees and any significant revised estimate of fees. Administrative fees charged by BOE to OCTA for the Measure M tax collections for 2008-09 were \$2,728,700. Internal Audit has requested from BOE the detail of the cost allocation and will review upon receipt.

Deposits

Cash remittances are usually mailed to OCTA and include revenue from pass sales vendors, leases, and gas tax exchange. Departments and programs such as Risk Management and the Orange County Taxicab Administration Program (OCTAP) drop off their cash receipts into the drop slot in Accounting's safe/vault. The OCTA Store's cash receipts are restrictively endorsed, placed in the store's safe overnight, and hand-delivered to the Senior Secretary in Accounting the next morning.

Daily, the Senior Secretary logs cash received through the mail, from the OCTA Store, and from the Accounting safe/vault. The receipts are restrictively endorsed, and the checks and her log are provided to Accounts Receivable (A/R).

A/R prepares the deposit slip and compares the deposit total to the Senior Secretary's log total. The Revenue Section Supervisor posts the cash receipts to the general ledger after verifying that the deposit amount agrees with the Senior Secretary's log total and scanning the deposit for unusual items. Deposits are picked up daily by armored car. Deposit amounts vary widely day-to-day but typically range from \$60,000 to \$100,000, excluding any high-dollar checks.

Every month, Accounting reconciles the deposits to the bank concentration account.

MBIA MuniServices Company Agreement

OCTA's Deputy Treasurer manages Agreement No. C-5-2797 (Agreement) between OCTA and MBIA MuniServices Company (MMC). Under the Agreement, MMC performs Measure M transaction and use tax audits and is paid a percentage of sales tax revenue identified by them and collected from the BOE for OCTA². The fee applies to revenue received by OCTA for up to eight future quarters starting with the quarter that

² The fee is 30 percent of recoveries up to \$3,000,000, 25 percent of recoveries of \$3,000,000 to \$10,000,000, and 20 percent of recoveries over \$10,000,000.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**

**Sales Tax Revenue Accounting Review
October 20, 2009**

correction is made³ and prior quarters⁴. MMC invoices OCTA on a quarterly basis. From inception of the Agreement in June 2006, OCTA has received \$2,508,629 in additional revenue and paid MMC \$732,084.

The Deputy Treasurer receives monthly electronic files from BOE of the sales tax collections. Every quarter, he reviews the MMC invoices, which include reports of the accounts MMC identifies and corrects. Using the taxpayer reference numbers identified in the MMC reports, the Deputy Treasurer confirms the collections in the BOE electronic files.

Objectives, Scope and Methodology

The objective of the review was to assess controls over the collection and processing of, and accounting for, sales tax and other miscellaneous revenue.

In meeting these audit objectives, Internal Audit employed the following methodologies:

- Interviewed staff involved in collecting, processing, and recording revenue;
- Reviewed a judgmental sample of recorded LTF and Measure M sales tax and administrative fees for the prior two fiscal years;
- Reviewed a judgmental sample of reconciliations for the accounts into which the LTF and Measure M sales tax are deposited;
- Reviewed a judgmentally selected sample of twelve deposits during the prior two fiscal years;
- Reviewed property tax and gas tax recorded for the prior fiscal year; and
- Reviewed the MMC agreement and invoices paid during the prior two fiscal years;

The scope of the review was limited to sales tax revenue. The scope also included controls over miscellaneous cash receipts at OCTA headquarters. The scope excluded farebox revenue, pass sales revenue at vendors, investment income, grants, pass-through revenue, and 91 Express Lanes revenue.

This review was conducted in accordance with Generally Accepted Government Auditing Standards, except for the triennial peer review requirement which has not yet been fulfilled. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

³ MMC defines the quarter that correction is made as the quarter that the taxpayer first correctly pays.

⁴ Where the date of knowledge (DOK) is on or after January 1, 2008, the redistribution of revenue is limited to amounts originally distributed no earlier than two quarterly periods prior to the quarter of DOK.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**

**Sales Tax Revenue Accounting Review
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Audit Comments, Recommendations and Management Responses

Noteworthy Accomplishments

Sales tax represented almost half of OCTA's revenue for the fiscal year ended June 30, 2008. As such, internal controls over receipt, recording, and reconciliation of sales tax revenue are critical. During testing, Internal Audit noted that adequate controls exist and are operating effectively for the receipt, recording, and reconciliation of LTF and Measure M sales tax.

Internal Audit also noted that checks and cash receipts are stored in safes prior to their deposit to the bank.

Security Guidelines over Safes and Vaults

The Accounting vault/safe that stores checks and cash receipts does not require dual custody, and there is no procedure for changing the combination periodically or when an employee with knowledge of the combination leaves OCTA or changes departments. This Accounting vault/safe can be opened with a combination held by the Manager of Accounting, Section Manager of Accounting Operations, Section Manager of General Accounting, and Accounts Payable Section Supervisor. Internal Audit noted that one individual keeps the written combination in a locked drawer.

The Customer Relations Department recently began using a safe for the OCTA Store that is accessible with a key and combination. However, one individual can maintain both the key and combination.

Increased security of the safes reduces the potential for unauthorized access to cash and checks.

Recommendation 1: Internal Audit recommends that security guidelines be established for all OCTA vaults and safes that contain cash and checks. These security guidelines should address the following:

- Changes in the safe combination following employee turnover;
- Safeguarding of keys and combinations; and
- Assessment of whether dual custody is appropriate based on the volume, amounts, and break-out of cash and checks stored in the safes, and other factors.

Management Response (Accounting Department): Management agrees with the recommendation. A policy will be proposed establishing security guidelines for safes and vaults. The policy will establish standards for storing and changing combinations and keys. The policy is expected to be finalized before the end of 2009.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**

**Sales Tax Revenue Accounting Review
October 20, 2009**

Management has considered the feasibility of requiring dual custody of checks and cash during the deposit process. Management concluded that the risk of misappropriation is minimal and does not justify the added expense of requiring dual control. Of \$700 million dollars in annual receipts, the vast majority of the funds, approximately \$619 million, is directly deposited into the OCTA bank account. Bus fares account for an additional \$36 million dollars and are picked-up and processed by a contractor. Of the remaining \$45 million, \$41.2 million is received in the mail and deposited on the same day. Only \$3.8 million dollars worth of cash and checks is actually stored over night in safes or vaults, \$3.4 million in checks and \$0.4 million in cash, an average of \$10,481 per night. Most of the cash that is received is for bus passes sold at the OCTA store. Since the cash deposit for bus passes is reconciled to the point-of-sale system on a daily basis, missing cash would be quickly detected.

Measure M Administrative Cost Assessments

There is no reconciliation of the administrative fees charged to OCTA with the BOE's notifications of administrative cost assessment. The BOE's notifications of preliminary and revised administrative cost assessment are not addressed to a specific staff or department within OCTA and are not consistently routed to the same staff or department.

Recommendation 2: Internal Audit recommends that Accounting request that BOE send its notifications of administration cost assessment to the attention of Accounting. Upon receipt of the BOE's notifications of administrative cost assessment, Accounting should reconcile quarterly administrative costs charged by BOE to the assessment notifications.

Management Response (Accounting Department): The Accounting Department has contacted the BOE requesting that the quarterly notices of administrative costs be sent to the Accounting Department. Effective immediately, staff will reconcile the notice to actual deposits as they are received and recorded.

Deposit Process

During review of daily deposits, Internal Audit identified several processes over which controls could be improved:

- a. Checks received by OCTAP, Risk Management, and other departments, with the exception of the OCTA Store, are not restrictively endorsed upon receipt. These checks are endorsed later by the Senior Secretary of Accounting.
- b. The Daily Mail Deposit log prepared by the Senior Secretary of Accounting is not signed or initialed. Preparer sign-off increases accountability and reduces potential for alteration of the log.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT**

**Sales Tax Revenue Accounting Review
October 20, 2009**

- c. OCTA invoices do not indicate that payments should be sent to the attention of Accounting. Since payments are not currently mailed to the attention of Accounting, payments are sometimes routed to other departments.
- d. For the 2009 deposits selected for testing, Internal Audit noted that it took one to three business days from the time the deposit slip was prepared until the deposit posted to the bank account. Delays in deposits increase potential for misappropriation and loss and also reduce interest earned. To reduce delays, Accounting recently instructed the new armored service to change their pick-up time.

Recommendation 3: Internal Audit recommends the following:

- a. OCTA departments that regularly receive checks should restrictively endorse the checks upon receipt;
- b. The Daily Mail Deposit log should be signed or initialed by the preparer;
- c. OCTA invoices should include instructions that payment should be sent to the attention of the Accounting Department; and
- d. Recent changes agreed to by the armored service should be monitored to ensure that deposits are made in a timely manner.

Management Response (Accounting Department): The Accounting Department has delivered endorsement stamps to Risk Management and OCTAP staff with instructions to endorse all checks upon receipt. Additionally, a signature line has been added to the daily mail deposit log that is signed by the preparer.

Staff is working with a third party vendor to modify the remittance address on invoices generated by the Accounting Department to specify delivery to Accounts Receivable. Staff anticipates the modifications to be complete before the end of 2009.

Revenue staff has worked with the armored service provider to arrange a later pickup time so that deposits are available for pickup when the armed courier arrives and delivered to the bank on the same day.



MEMO

November 18, 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.



November 18, 2009

To: Finance and Administration Committee
From: Will Kempton, Chief Executive Officer
Subject: Fiscal Year 2009-10 Internal Audit Plan, First Quarter Update

Overview

The Orange County Transportation Authority Board of Directors adopted the Orange County Transportation Authority Internal Audit Department Fiscal Year 2009-10 Internal Audit Plan on August 12, 2009. This update is for the first quarter of the fiscal year.

Recommendation

Receive and file the first quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2009-10 Internal Audit Plan.

Background

The Internal Audit Department (Internal Audit) is an independent appraisal function, the purpose of which is to examine and evaluate the Orange County Transportation Authority's (OCTA) operations and activities to assist management in the discharge of its duties and responsibilities.

Internal Audit performs a wide range of auditing services that include overseeing the annual financial and compliance audits, and conducting operational and contract compliance reviews, internal control assessments, investigations, pre-award price reviews, and Buy America reviews. All audits initiated by entities outside of OCTA are coordinated through Internal Audit.

Discussion

The OCTA Internal Audit Department FY 2009-10 Internal Audit Plan (Plan) (Attachment A) reflects the status of each project. As indicated, numerous projects were completed or are underway.

In August 2009, Internal Audit completed an audit of OCTA's contract with Parsons Transportation Group (PTG) for project management of the Garden Grove Freeway (State Route 22) Design-Build Project. The report included a finding that PTG had not provided adequate evidence of its

compliance with prevailing wage requirements. Subsequent to the issuance of the report, PTG provided certified payroll documentation. Internal Audit has had OCTA's labor compliance contractor review this documentation. In a report dated October 1, 2009, the labor compliance contractor found that PTG had paid the required wages; however, the labor compliance contractor had six findings and recommendations to improve PTG's documentation supporting its full compliance with the California Labor Code. For example, the labor compliance contractor determined that social security numbers and the detail of "other deductions and withholdings" on the certified payrolls were omitted. Internal Audit requested and received responses from PTG and believes that PTG appropriately responded to the findings and recommendations.

During the quarter, Internal Audit completed a semi-annual review of investment activities for the period July 1 through December 31, 2009. During the course of the audit, Internal Audit identified a need for policies and procedures to govern the appropriate use of corporate credit cards and the approval of credit card activity. In response to the recommendation, management developed OCTA's Corporate Credit Card Policy.

Internal Audit also managed an audit of OCTA's State Transportation Improvement Program: Planning, Programming and Monitoring Program for fiscal year 2006-2007. The audit was conducted by a contract auditor and there were no findings or recommendations.

During the quarter, Internal Audit also completed a review of sales revenue accounting controls. The audit found that OCTA has effective controls over sales tax revenue receipts; however, recommendations were made to reconcile the State Board of Equalization's administrative cost assessments. Internal Audit also recommended enhancements to controls over safes and vaults and other cash handling processes.

The annual financial audit of OCTA is near completion. The audit of OCTA's Comprehensive Annual Financial Report (CAFR) is complete and independent auditors Mayer Hoffman McCann (MHM) are preparing to issue numerous other special purpose reports required by the State of California or other parties. Internal Audit expects all MHM reports to be delivered to the Board of Directors by February 2010.

MHM is in the third year of a three-year contract with OCTA. The contract allows two one-year option terms. Prior to executing the first option year, Internal Audit will assist the Finance and Administration Committee in evaluating the performance of the independent auditors. The periodic evaluation of an organization's independent auditors by its audit committee is a best practice recommended by the American Institute of Certified Public Accountants.

Internal Audit Initiatives

Ethics Hotline

With the roll-out of OCTA's new website, the fraud hotline became functional the first week of October 2009. Internal Audit contracted with vendor EthicsPoint to provide this service 24 hours a day, seven days a week. Individuals may report suspected fraud, waste, or abuse through the internet or a toll-free telephone number. Following review, EthicsPoint forwards the information to Internal Audit for investigation or referral to the appropriate OCTA division.

The vendor provided Internal Audit with marketing materials including posters for the administrative buildings and bus bases. Pocket cards are also being distributed to employees during the code of conduct training sessions being conducted by the Human Resources and Organizational Development Division. The Chief Executive Officer has issued an email video to employees encouraging both their strict adherence to OCTA's new code of conduct and use of the hotline to report any inappropriate activity.

To date, Internal Audit has received four reports through the hotline. One has been referred to another OCTA department for investigation and follow-up. The other three reports are in various stages of investigation. It is important to note that none have yet identified fraud; however, all appear to be legitimate concerns expressed by the reporters.

Quality Assurance and Self-Assessment

As required by Government Auditing Standards (Standards), Internal Audit must have both policies and procedures guiding all of its work as well as a process to periodically evaluate compliance with those policies and procedures. Staff has made a considerable effort in the last year to prepare for the department's first quality assurance, or peer review. The peer review is scheduled for the week of February 1, 2010, and will be conducted by auditors from the Association of Local Government Auditors. Their report on Internal Audit's compliance with audit standards, including specific findings and recommendations, will be delivered to the Finance and Administration Committee following the review.

Audit Software Implementation

Internal Audit has fully implemented the workpaper and timekeeping modules of the software and has prepared the FY 2009-10 Plan using the software's risk assessment module. Internal Audit will continue to populate the database and fine tune reports and other available software features.

Findings and Recommendations Tracking

At the request of the Finance and Administration Committee, unresolved audit recommendations are included with the quarterly updates to the Plan as Attachment B. Internal Audit includes both findings and recommendations generated internally, as well as those provided by regulatory auditors and OCTA's independent financial statement auditors.

On occasion, while performing follow-up procedures, auditors will identify additional opportunities for improvement that were not included in the audit report. Internal Audit has recently adopted a policy whereby these must be communicated to management in writing, with a response requested, unless the recommendation is clearly inconsequential. To ensure compliance with Government Auditing Standards, future quarterly updates to the annual audit plan will include a separate summary of these findings and recommendation.

Summary

The Orange County Transportation Authority Fiscal Year 2009-10 Internal Audit Plan is being closed-out. Three projects will be cancelled and other incomplete projects will be carried forward to the Orange County Transportation Authority Fiscal Year 2009-10 Internal Audit Plan.

Attachments

- A. Orange County Transportation Authority Internal Audit Department FY 2009-10 Internal Audit Plan First Quarter Update
- B. Unresolved Audit Findings and Recommendations (Audit Reports Through October 2009)

Prepared by:



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Executive Director, Internal Audit
(714) 560-5669

**Orange County Transportation Authority
Internal Audit Department
FY 2009-10 Internal Audit Plan
First Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours to Date	Under (Over)	Status (Date to F&A)	External Auditor(s)	Notes
Mandatory External Independent Audits									
Annual Financial Audit	FY10-000	Annual financial and compliance audit for fiscal year 2008-09.	Financial	455	130	325	In Process	Mayer Hoffman McCann	
Annual Transportation Development Act Audits	FY10-014	Coordination of legally required annual audits of the recipients of Local Transportation Funds for fiscal year 2008-09.	Compliance	80	8	72	In Process	Mayer Hoffman McCann	
Triennial Performance Audit - State	FY09-021	Finalize procurement of external auditors and manage audit contract for the State triennial performance audit for fiscal years 2007, 2008, and 2009.	Compliance	150	37	113	Starts 11/09/09	Booz Allen Hamilton	
Triennial Performance Audit - Renewed Measure M	FY10-020	Participate in procurement of external consultant to conduct performance assessment of the Renewed Measure M program for the triennial period November 7, 2006 through June 30, 2009.	Performance	25		25		Procurement Underway	
Orange County Council of Governments Financial Statement Audit	FY10-011	Management of external audit of OCCOG financial statements.	Financial	15		15			
Internal Audit Initiatives									
Risk Assessment and Annual Audit Plan	FY10-100	Annual preparation of the audit plan for next fiscal year; periodic assessment of risk throughout the year.	Risk Assessment	125	84	41			
Quality Assurance and Self-Assessment	FY10-101	Update of Internal Audit Policies & Procedures. Self assessment of Internal Audit's compliance with Government Auditing Standards.	Quality Assurance	200	39	161			
Peer Review Participation	FY10-102	Participation as review committee members for reciprocal credit. City of Los Angeles Auditor/Controller (July 2009), City of Stockton Auditor's Office (September 2009).	Peer Review	80	87	(7)			
Service Efforts & Accomplishments	FY10-103	Evaluation and summarization of the value of Internal Audit activities.	Service Efforts Report	100		100			
Fraud Hotline	FY10-104	Implementation of an outsourced fraud hotline.	Fraud Hotline	120	68	53			4 reports received as of 10/31/09
Audit Leverage Implementation	FY10-105	Continuing implementation of internal audit software.	Audit Leverage	120	36	85			
Internal Audits									
Executive									
Safety Monitoring	FY08-031	Review and follow-up on any APTA Safety Review conducted in FY 2008. Most recommendations have been implemented.	Internal Controls	100		100			
Planning and Development									
American Recovery and Reinvestment Act (ARRA)	FY10-502	Review of Authority's compliance with ARRA reporting requirements.	Compliance	175	8	167			

**Orange County Transportation Authority
Internal Audit Department
FY 2009-10 Internal Audit Plan
First Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours to Date	Under (Over)	Status (Date to F&A)	External Auditor(s)	Notes
SR-22 Contract Close-out	FY08-022	Close out audit to ensure contract stipulations were met. Audit hours are for review of contractor labor compliance documentation.	Compliance	10	15	(5)		GCAP Services	Complete (F&A 8/12/09)
I-5 Gateway Contract	FY08-014	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	Compliance	50	145	(95)		Wang Accountancy Corporation	Exit Conference will be 11/18/09
CTFP Project Audits/CTFP System	FY08-019	Evaluation of program process and review of a sample of projects funded by the CTFP.	Compliance	50	22	29		Mayer Hoffman McCann	In Process
On-Call Service Contracts	FY09-012	Review of on-call contracts for contract compliance and 2008 compliance with procurement policies and procedures.	Compliance	275	200	75			In Process
Real Estate and Right-of-Way Administration	FY09-015	Review of right-of-way and other real estate operations and contracts.	Operational	300		300			
Rail Projects and Programs									
Metrolink Audit Activities	FY08-010	Inventory and review of audit activities and results thereof for the Southern California Regional Rail Authority.	Operational	50	87	(37)			Exit Conference will be 11/17/09
Buena Park Metrolink Station Closeout Audit	FY08-007	Closeout audit of construction of Metrolink station.	Compliance	15	3	12		Mayer Hoffman McCann	Report in Draft
Irvine Transportation Center	FY09-013	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	Compliance	75		75			
Transit Operations									
Buy America	FY10-300	Pre-award and post-delivery reviews to ensure vendors and OCTA are in compliance with federal Buy America requirements.	Compliance	200		200			
Contracted Operations	FY10-503	Review to ensure contract stipulations are being complied with and to verify the propriety of payments.	Compliance	175		175			
Vehicle Maintenance	FY08-020	Review of policies, procedures, management reporting and regulatory compliance.	Operational	150	49	101			In Process
Government Relations									
Grant Close-outs	FY10-400	As needed financial and compliance audits of grants at close-out to ensure propriety of expenditures.	Compliance	75	14	61		TCBA	1 Complete (F&A 9/23/09)
Finance									
Treasury	FY10-504	Biannual financial and compliance reviews of the treasury function, including investment and bond compliance.	Compliance	250	110	140			1 Complete (F&A 9/23/09)
Cost Allocation Plan	FY10-506	Review of OCTA's methodology for, and application of, cost allocation.	Financial	175		175			
Revenue Accounting	FY08-024	Review of controls over the collection and processing of sales tax receipts.	Operational	50	51	(1)			1 Complete (F&A 11/18/09)

**Orange County Transportation Authority
Internal Audit Department
FY 2009-10 Internal Audit Plan
First Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours to Date	Under (Over)	Status (Date to F&A)	External Auditor(s)	Notes
91 Express Lanes Collections	FY08-016	Review of contractual compliance and performance of collections contractor L.E.S.	Compliance	75	1	74			In Process
Investment Management & Service Fees	FY09-011	Review of services and invoices for investment and debt advisory and management services.	Compliance	250		250			
Contracts & Materials									
Price Reviews	PR-000	Cost and price analyses as required by OCTA procurement policies and procedures.	Price Review	800	82	718		TCBA, KNL Services, Mayer Hoffman McCann,	4 Complete 3 In process
Procurement Activities - Proposal Evaluations	FY08-015	Review of policies, procedures, protocols and best practices for the empanelment of procurement selection teams.	Operational	250		250			
Revenue and Revenue Sharing Contracts	FY10-501	Review of revenue generating/sharing agreements to determine adequate controls exist to ensure collection.	Operational	300		300			In Process
Bridgestone/Firestone Tire Lease	FY09-014	Review of lease of bus tires.	Compliance	175		175			
Maintenance Inventory Management	FY09-022	Review of inventory management policies, procedures, controls, operational efficiency and analytic tools.	Operational	175		175			
Warranty Administration	FY09-023	Review of internal controls over warrantied equipment.	Internal Control	175		175			
Fuel Controls	FY09-024	Review of controls over dispensing of petroleum products.	Internal Control	150		150			
Information Systems									
Information Systems Change Management Controls	FY10-508	Review of information systems change management policies, procedures and controls.	Operational	225		225			
Telecommunications Equipment	FY09-020	Review of telecommunications equipment usage and internal controls.	Internal Control	175		175			
External Affairs									
Customer Information Center (Alta Resources)	FY09-018	Review of contractually required service levels and contractor billing.	Contract Compliance	50	165	(115)			In process
Vanpool Program	FY08-023	The review of this program has been completed. Budgeted hours are for final workpaper review and close-out.	Operational	35	18	17			Complete (F&A 7/22/09)
Authority-Wide									
Unscheduled Reviews and Special Requests	FY10-200	Time allowed for unplanned audits and requests from the Board of Directors and management.	Varies	250	35	215			

**Orange County Transportation Authority
Internal Audit Department
FY 2009-10 Internal Audit Plan
First Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours to Date	Under (Over)	Status (Date to F&A)	External Auditor(s)	Notes
Monitoring Activities									
Measure M Taxpayers Oversight Committee	FY09-401	Coordination of audit activities with the Audit Committee of the Measure M Taxpayers Oversight Committee.	Monitoring	75	22	53			
BRT	FY09-405	On-going monitoring to keep apprised of activities and significant issues.	Monitoring	25		25			
Radio Upgrade	FY10-602	Monitoring of upgrade to Radio System contemplated in FY 2010.	Monitoring	25		25			
Records Management	FY09-406	On-going participation with contractor on Information Classification - Document Collection project.	Monitoring	25		25			
Highway Projects	FY10-402	On-going monitoring of highway projects.	Monitoring	50	4	46			
Bus Base Inspections & Inventory Testing	FY10-603	Participation on base inspection teams and periodic testing of base inventory records.	Monitoring	40	4	36			
Follow-up Reviews									
Follow-up reviews and reporting	FY09-200	Follow-up on audit findings and recommendations.		300	237	63			
				7,270	1,760	5,511			

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS

(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
6/15/2007	07-032	Finance and Administration	Liquefied Natural Gas (LNG) Contract Review	CAMM should revise its policies and procedures to require formal Chief Executive Officer (CEO) approval for substantial changes to terms of inventory contracts.	Sep-09	CAMM agrees to review the procurement policies and procedures as they relate to inventory and to update the Procurement Manual as needed. Funds have been budgeted in the fiscal year 2008 budget for this activity. It is anticipated that this effort will start in the September time frame and will include a procedure for handling inventory purchases as well as amendments to inventory contracts.	Bonelli	OCTA's procurement manual was recently revised and distributed November 4, 2009. Internal Audit will verify that this issue was addressed item.
6/25/2007	07-031	Deputy Chief Executive Officer	Records Management Assessment	OCTA should develop a plan for the implementation of a comprehensive program to manage records organization-wide. Policies and procedures for the systematic and orderly accumulation and storage of active records should be developed to provide a foundation upon which better records retention and destruction can be controlled.	Mar-10	Audit findings for this assessment were referred to the Deputy CEO and a Records Management Task Force.	O'Connell	A consultant (Strativa) is under contract to review OCTA's records management process. Internal Audit will monitor progress through completion.
6/25/2007	07-031	Deputy Chief Executive Officer	Records Management Assessment	Employee awareness of their roles and responsibilities with regard to records management should be strengthened. A formal training program should be developed to drive greater accountability.	Mar-10	Audit findings for this assessment were referred to the Deputy CEO and a Records Management Task Force.	O'Connell	A consultant (Strativa) is under contract to review OCTA's records management process. Internal Audit will monitor progress through completion.
6/25/2007	07-031	Deputy Chief Executive Officer	Records Management Assessment	OCTA should provide the technological resources necessary to allow consistent, organization-wide records retention, management, and retrieval. Electronic data and mail should be consistently classified, filed, sorted, and purged.	Mar-10	Audit findings for this assessment were referred to the Deputy CEO and a Records Management Task Force.	O'Connell	A consultant (Strativa) is under contract to review OCTA's records management process. Internal Audit will monitor progress through completion.
6/25/2007	07-031	Deputy Chief Executive Officer	Records Management Assessment	The current policy and records retention schedules should be updated to include security, third party, and electronic document considerations.	Mar-10	Audit findings for this assessment were referred to the Deputy CEO and a Records Management Task Force.	O'Connell	A consultant (Strativa) is under contract to review OCTA's records management process. Internal Audit will monitor progress through completion.

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS

(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
10/27/2007	07-024	Human Resources and Organizational Development	Summary Report of Findings, Health Insurance Portability and Accountability Act (HIPAA) Privacy and Data Security Compliance Assessment	OCTA should finalize and implement HIPAA record retention policies for the Human Resources Department.	Mar-10	Management agrees with the recommendation. We will finalize and implement the HIPAA record retention policies after review with legal counsel. OCTA, under the guidance of the Information Systems (IS) Department manager and Deputy CEO, is in the process of developing an enterprise-wide data retention and classification process, that will ensure that any protected health information (PHI) is properly protected and archived.	Dunning and Aon Consulting (Aon)	A consultant (Strativa) is under contract to review OCTA's records management process. Data classification will be included as part of that project. Internal Audit will monitor progress through completion.
10/27/2007	07-024	Human Resources and Organizational Development	Summary Report of Findings, HIPAA Privacy and Data Security Compliance Assessment	In future negotiations with the unions, OCTA should consider obtaining certification that the unions are in compliance with HIPAA's rules and regulations.	Mar-10	Management agrees with the recommendation. We will address this recommendation with the Employee Relations Department and legal counsel.	Dunning and Aon	The next coach operator agreement (4/30/10) and maintenance agreement (9/30/10) will address this.
10/30/2008	08-026	CAMM	Southern Counties Oil Company Contract Compliance Review	Future procurements of inventory products priced on indexes should be limited to quotes on discounts, premiums, mark-ups, or mark-downs. CAMM should implement a review process to ensure that the language and requirements in invitations for bid (IFB) are clear, concise, and relevant to better enhance bidding and the subsequent evaluation processes. CAMM should also immediately solicit bids for fuel.	N/A	CAMM is currently preparing a new solicitation for unleaded and diesel fuels. The invitation for bid (IFB) is scheduled for release on November 14, 2008, with the bids being submitted on December 11, 2008. The bidders will be required to quote only their discounts, delivery charges and any applicable taxes. CAMM management will also ensure that the IFB package is thoroughly reviewed prior to being released and that the recommended bid is inspected to ensure compliance with all IFB requirements.	Bonelli	Recommendation has been implemented. However, additional finding and recommendation offered during follow-up. Waiting on response from management.
10/30/2008	08-026	CAMM	Southern Counties Oil Company Contract Compliance Review	Procurement policies and procedures should be enhanced to require independent verification of inconsistencies in bids. They should also require CAMM management review and approval for awards of contracts of this magnitude and nature.	Nov-09	CAMM agrees to strengthen the procurement procedures for all types of purchases to require an independent verification of all bids received to ensure that there are no inconsistencies in the bids and that the lowest responsive bidder has met all requirements. Currently a CAMM section manager is required to review the IFB package before it is released. CAMM will formalize this procedure.	Bonelli	New CAMM Policies and Procedures Manual was issued on November 4, 2009. Internal Audit will verify that the issue is addressed.

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS
(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Management should develop and implement password administration controls to address weaknesses.	Nov-09	Information Systems (IS) staff is recommending that we bind passwords to the Lightweight Directory Access Protocol (LDAP) with our Windows Active Directory, requiring the implementation of Lawson's new security model. The project is currently not scheduled but will be considered in next fiscal year's budget request.	Bonelli and Thompson Cobb Bazilio and Associates (TCBA)	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Management should ensure that adequate controls exist within the payroll and human resources process, including policies restricting pay rate changes and personnel data changes to only authorized personnel and establishing an audit trail and independent reviews of edits made to data.	Nov-09	Management will implement mitigating controls in the form of new variance reports and review processes. A "Variance Audit Report" will be developed and provided to Human Resources, a "Rate Change Personnel Action Form Audit" report will be provided to Payroll, and a "Dollars Only Payments" report will be provided to Human Resources.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Timesheets should be completed in ink, changes should be properly authorized and Payroll should maintain documentation in the file authorizing any changes made.	Nov-09	Management will require that all timesheets be completed in ink and that all corrections be initialed by the person making the change. If the change is made by Payroll staff, the basis of the change will be noted and communicated back to the employee. Once on-line entry of timesheets is implemented, manual timesheets will no longer be required.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Payroll should ensure that all changes made to employee records are independently reviewed and verified as authorized. Changes to employee files that are accepted verbally should be properly documented.	Nov-09	Payroll will ensure that all changes in direct deposit status for active employees are fully documented and that verbal requests are verified. Payroll will also change the direct deposit flag to NO for terminated employees.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	The IS Department is dependent on one employee for all critical Lawson administration functions. Management should develop and implement a knowledge transfer and training program.	Nov-09	OCTA maintains an annual service agreement with Hitachi Consulting, the original developer of many of the data interfaces involving Lawson. They are capable of providing programming services and this is the planned means of providing backup support for interfaces in the absence of this employee. However, IS may also implement one of five other strategies to address this issue.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS

(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Management should strengthen access controls to the Lawson databases to ensure that unauthorized access and modification of data in the databases is prevented or detected.	Nov-09	For those passwords for which IS staff has control, strengthened controls will be implemented. However, some of these parameters are imbedded in the application and IS staff will be unable to modify.	Bonelli and TCBA	Recommendation adequately addressed. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	IS Help Desk service level agreements should be developed and documented.	Nov-09	Management concurs with the concept; however, management believes that current service levels meet business unit requirements. If they do not, Information Systems will meet with the affected business units to develop such agreements.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Management should ensure that all requests for service go through the IS Help Desk.	Nov-09	Current policies and procedures require that all requests go through the IS Help Desk for proper logging, documentation and problem resolution. IS management will reinforce this through communication with staff.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Management should adopt security measures for laptops including hard drive encryption and Bios passwords.	Nov-09	Staff is currently developing a new user policy which outlines OCTA's current security policies, standards and processes for securing laptops and smart phones. IS staff will review current laptop hard drive encryption technologies as well as other security measures and, if feasible, may implement these on select or all laptops.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
11/19/2008	08-001A	Information Systems	Payroll Systems Controls Review	Management should prioritize the development of a comprehensive business continuity plan.	Nov-09	OCTA's business continuity plan will be updated in 2009.	Bonelli and TCBA	Recommendation implemented. Close-out memorandum being prepared.
2/9/2009	09-029	CAMM	Purchasing Card Program Review	Internal Audit recommends that the purchasing card administrator develop procedures to review selected transaction and examine related documentation in an effort to determine whether transactions are valid, allowable, and properly supported.	Mar-10	CAMM will revise the current policies and procedures relative to reviewing monthly transactions, selecting only a sample of transactions for in-depth audit. A form will be developed that requires the cardholder's manager to sign confirming the the transaction being approved are consistent with policy. The revised policies will also address action to be taken in the event of non-compliance.	Sutter	CAMM's revised Policy and Procedure Manual was distributed November 4, 2009. Internal Audit will verify that this issue has been addressed.
2/9/2009	09-029	CAMM	Purchasing Card Program Review	CAMM management should review the due dates assigned for submitting monthly purchasing card packages to determine whether additional time is required or take appropriate action to enforce due dates.	Mar-10	CAMM will review the due date requirement and determine if enough time is being given to submit purchasing card packages on time and will revise the current policies and procedures along with enforcing appropriate action.	Sutter	CAMM's revised Policy and Procedure Manual was distributed November 4, 2009. Internal Audit will verify that this issue has been addressed.

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS

(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
2/9/2009	09-029	CAMM	Purchasing Card Program Review	Internal Audit recommends that management enhance procedures to include a specific review of cardholder activity so that cards that are not used or needed can be closed. The purchasing card administrator should forward activity reports on a periodic basis to department managers for their review. The purchasing card administrator should require positive confirmation from department managers that cardholder assignments are appropriate and necessary.	Mar-10	CAMM will revise the policies and procedures to include a semi-annual review of cardholder activity so that cards that are not used or needed can be closed. The purchasing card administrator will forward activity reports on a periodic basis to department managers for their review and will require positive confirmation from department managers that cardholder assignments are appropriate and necessary.	Sutter	CAMM's revised Policy and Procedure Manual was distributed November 4, 2009. Internal Audit will verify that this issue has been addressed.
2/9/2009	09-029	CAMM	Purchasing Card Program Review	Internal Audit recommends that management revise procedures to include a semi-annual inventory of cards.	Mar-10	CAMM has been performing card inventory informally. CAMM will revise the current procedure to allow for a formal written review of cardholder activity levels and assignments.	Sutter	
3/3/2009	09-019	Treasury Department	Investment Activities January 1 through June 30, 2008	Internal Audit recommends that the Treasury Department update the Debt & Investment Management Manual with all individuals authorized to initiate and approve wire transfers.	Jan-10	Staff is currently updating the manual to reflect recent changes. The changes will include the addition of the Principal Transportation Analyst within the Treasury/Public Finance Department, updated vendor relationships as well as any other relevant changes.	Ng	Internal Audit will follow-up during the course of the next review.
3/3/2009	09-019	Treasury Department	Investment Activities January 1 through June 30, 2008	Internal Audit recommends that Accounts Payable require the CTS Department to submit complete invoice packages for payment and file these complete packages.	Jan-10	Accounting is working with the CTS Department to ensure that payment packages include original invoices and other relevant documentation prior to disbursement of funds.	Ng	Internal Audit will follow-up during the course of the next review.

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS

(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
3/4/2009	09-104	Human Resources and Organizational Development	Review of Contractor Drug and Alcohol Program Monitoring	Internal Audit recommends that OCTA develop a centralized and coordinated approach to oversight of drug and alcohol programs. Furthermore, Internal Audit recommends that management evaluate all transportation programs and related contracts for drug and alcohol program components to ensure there is adequate OCTA monitoring and oversight.	Sep-09	Human Resources recommends that OCTA create a Contractor Drug and Alcohol Program Monitoring Committee. Under direction of the Executive Director of Human Resources and Organizational Development, he will chair the committee. The committee members would include representatives from Human Resources, CAMM, Health, Safety, and Environmental Compliance, Risk Management, Transit, and OCTA's legal counsel. This committee would meet on a quarterly basis or more frequently if necessary. It would be the committee's responsibility to monitor contractors' drug and alcohol programs.	Dunning	Follow-up in process as of November 2009.
3/4/2009	09-104	CAMM Department	Review of Contractor Drug and Alcohol Program Monitoring	Internal Audit recommends that the Human Resources and Organizational Development and CAMM, together with legal counsel, evaluate the necessity and appropriateness of contract boiler plates related to drug and alcohol, and then establish monitoring or follow-up procedures as appropriate.	Sep-09	Human Resources recommends the evaluation of the necessity and appropriateness of contract boiler plates related to drugs and alcohol be reviewed by the newly created Contractor's Drug and Alcohol Program Monitoring Committee.	Dunning	Follow-up in process as of November 2009.
3/4/2009	09-104	CTS Department	Review of Contractor Drug and Alcohol Program Monitoring	Internal Audit recommends that the CTS Department enhance formal monitoring procedures of Veolia's compliance with its drug and alcohol policy and related regulatory requirements.	Sep-09	The Transit Division in CTS has established a Drug and Alcohol Instruction Manual intended to clarify the instructions for administering the drug and alcohol audit process.	Dunning	Follow-up in process as of November 2009.
3/25/2009		Special Projects	Measure M Agreed-Upon Procedures Reports, year ended 06/30/08	Staff should clarify, through an ordinance amendment, the requirement that Measure M projects be included in cities' Capital Improvement Program plans, and additional clarification on lending activity related to Measure M turnback funds.	Mar-10	The Board of Directors has directed staff to clarify the ordinance through amendment.	Sutter	Staff is currently working on revisions to the Ordinance/Guidelines
7/6/2009	08-018	FP&A	Grants Management and Accounting Review	Internal Audit recommends that the Reporting Log be updated on a timely basis.	Jan-10	The Financial Planning and Analysis (FP&A) Department concurs with the recommendation. The responsible section manager will review the reporting log and have it updated in a timely manner.	Ng	

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS
(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
7/6/2009	08-018	Grants	Grants Management and Accounting Review	Internal Audit recommends that the Grants Administrator reconcile and resolve discrepancies in supporting documentation prior to submittal of reimbursement requests to the funding agency.	Jan-10	FP&A concurs with the recommendation. The responsible section manager will require the Grant Administrator to reconcile and resolve discrepancies in supporting documentation prior to submittal of reimbursement requests to the funding agency.	Ng	
7/6/2009	08-018	Grants	Grants Management and Accounting Review	Internal Audit recommends that the Grant Desktop Procedures and Policy Manual (Manual) be reviewed, revised and finalized.	Jan-10	FP&A concurs with the recommendation. The responsible section manager will review the manual and have it revised and finalized as deemed appropriate.	Dunning	
6/26/2009	08-023	External Affairs	Review of Vanpool Program	Internal Audit recommends that the Vanpool Program Manager consult with the Contracts Administration and Materials Management Department, legal counsel or other appropriate OCTA departments to determine if the drug and alcohol requirements are appropriate for these agreements and amend the contract as appropriate.	Jan-10	Management concurs. A requisition to change the Drug and Alcohol requirements to comply with 41 U.S.C. sections 701-717 (the Drug Free Workplace Act of 1988) which was approved by legal counsel in October 2008 for all OCTA federally funded contracts has been processed.	Dunning	
6/26/2009	08-023	External Affairs	Review of Vanpool Program	Internal Audit recommends that VPSI be required to provide the insurance coverage required by the Agreement.	Jan-10	During the course of the audit, Program management requested that proof of the required insurance be provided and it was provided by VPSI.		

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS

(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
6/26/2009	08-023	External Affairs	Review of Vanpool Program	Internal Audit recommends that the System be enhanced to include the capability to have unique user I.D.'s and passwords for all administrative users. The System should comply with the Access Control Security Policy #900-07.	Jun-10	Management concurs. The vanpool on-line reporting tool was created by a consultant. During the development of the system, staff requested that multiple user names and passwords be established. The consultant informed staff that it was not possible for the system to have multiple administrators. Staff is currently working the OCTA Information Systems Department staff who believe it is possible to set up multiple administrators. However, implementing this recommendation will require changes to program source coding provided by the contractor. IS would like us to defer implementation of this request until they have developed competencies in manipulating the source code. Expected timeline for implementation is less than 12 months.		
6/26/2009	08-023	External Affairs	Review of Vanpool Program	Internal Audit recommends that the monthly subsidy for this van be reduced to meet program guidelines. The guidelines require the subsidy amount paid by OCTA not exceed 50 percent of the total lease charge for each van unit.	Jan-10	Management concurs that the Scope of Work for the vanpool contracts did contain this limit, however, the intent of the program, as approved by the Board, was a flat \$400/monthly subsidy. A requisition to revise the Scope of Work for the vanpool contracts has been processed. The revision replaces the 50 percent limit with the flat subsidy of \$400/month.	Dunning	
	08-022	Accounting	2008 Audit of Agreement No. C-1-2069 Between OCTA and Parsons Transportation Group for Project Management of the SR-22	GCAP found that the Accounting Department verification was sufficient. However, it would be significantly improved if Accounting performed additional math checks according to contract terms and compliance. This would serve as an added internal control measure in the event that Project Controls misses an issue or error. Although there is low turnover within the Accounting Department, a written invoice review procedure/checklist should be developed.	Feb-10	A procedure/checklist detailing invoice review expectations has been developed and distributed to staff. Among other things, the procedure includes random mathematical checks and verification of charge rates to ensure contract compliance	O'Connell	

UNRESOLVED AUDIT FINDINGS AND RECOMMENDATIONS
(Audit Reports Issued Through November 18, 2009)

Audit Issue Date	Report Number	Division / Department / Agency	Audit Name	Recommendation	Initiate Next Update	Management Response	Auditor	Notes
8/6/2009	10-504	Finance and Administration	Investments: Compliance, Controls and Accounting July 1 through December 31, 2008	Internal Audit recommends that policies and procedures be developed and documented to govern the issuance and appropriate use of corporate credit cards and review and approval of card activity. These policies and procedures should include appropriate segregation of transaction initiation and approvals.	Feb-10	The Finance and Administration Division agrees with the recommendation and has developed a policy and procedures regarding corporate credit cards. Once approved by the Chief Executive Officer, the policy will be provided to all cardholders.	Ng	
10/20/2009	08-024	Accounting	Sales Tax Revenue Accounting Review	Internal Audit recommends that security guidelines be established for all OCTA vaults and safes that contain cash and checks.	Apr-10	Management agrees with the recommendation. A policy will be proposed establishing security guidelines for safes and vaults. The policy will establish standards for storing and changing combinations and keys. The policy is expected to be finalized before the end of 2009.	Ng	
10/20/2009	08-024	Accounting	Sales Tax Revenue Accounting Review	Internal Audit recommends that Accounting request the State Board of Equalization send its notifications of administrative cost assessment to the attention of the Accounting Department. Upon receipt, Accounting should reconcile the quarterly administrative costs to the assessment notifications.	Apr-10	The Accounting Department has contacted the Board of Equalization requesting that the quarterly notices of administrative costs be sent to the Accounting Department. Effective immediately, staff will reconcile the notice to actual deposits as they are received and recorded.	Ng	
10/20/2009	08-024	Accounting	Sales Tax Revenue Accounting Review	Internal Audit recommends that OCTA departments that regularly receive checks restrictively endorse them upon receipt, that the Daily Mail Deposit log be signed by the preparer, that OCTA invoices include instructions that payment should be sent to Accounting, and that recent changes agreed to by the armored car service be monitored.	Apr-10	The Accounting Department has delivered endorsement stamps to Risk Management and OCTAP staff with instructions to endorse all checks upon receipt. Additionally, a signature line has been added to the daily mail deposit log. Staff is working with a third party vendor to modify remittance addresses on invoices. Staff anticipates the completion of modifications by the end of 2009. Revenue staff has worked with the armored service provider to arrange a later pick-up time so that deposits are available for pickup when the courier arrives and delivered to the bank same day.	Ng	



MEMO

November 18, 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.



November 18, 2009

To: Finance and Administration Committee
From: Will Kempton, Chief Executive Officer
Subject: 91 Express Lanes' Property Insurance Renewal

Overview

The Orange County Transportation Authority currently has a primary property and flood insurance policy for the 91 Express Lanes with AXIS Reinsurance Company and an additional policy with Empire Indemnity Insurance Company which will expire on March 1, 2010.

Recommendation

Authorize the Chief Executive Officer to issue Purchase Order A15270 with Marsh Risk and Insurance Services, Inc., in an amount not to exceed \$500,000, for the purchase of property, flood, and earthquake insurance for the period of March 1, 2010 to March 1, 2011.

Discussion

Insurance companies determine property insurance quotes based upon current insurance market conditions affecting rates per \$100 in property values and the total value of property to be insured. The current combined rate for the primary property with the incumbent insurance carriers, AXIS Reinsurance Company and Empire Indemnity Insurance Company, is .2884 per \$100 of 91 Express Lanes property values or \$390,550, for a total policy coverage limit of \$125,000,000. These policies provide catastrophic protection for the roadway, structures, and business personal property, including business interruption coverage against losses caused by fire, flood, and earthquake.

Other coverages include losses due to civil authority, ingress/egress, debris removal, demolition and increased costs of construction, equipment breakdown, including electronic data processing equipment, valuable papers, earthquake sprinkler leakage, and boiler and machinery. Policy deductibles for these policies vary by category of coverage. Both policies carry a \$50,000 deductible that applies to all losses except:

- \$25,000 deductible for property in transit
- \$250,000 deductible for flood
- 24-hour deductible for business interruption
- \$1,000,000 deductible for earthquake

Flood protection is provided in the current policy with a \$25,000,000 limit and a \$250,000 deductible. As with many properties in Orange County, the 91 Express Lanes has structures and buildings that are in areas susceptible to flooding. Flood is defined in the policy "to mean a general and temporary condition of partial or complete inundation of normally dry land areas from (1) the rising or overflow of inland or tidal waters, (2) the unusual and rapid accumulation of run off of surface waters from any source, or (3) mudslide (i.e., mud-flow), meaning a river or flow or liquid mud proximately caused by flooding as defined in (1) above or by the accumulation of water under the ground (4) water that backs up from a sewer or drain. Each loss by flood shall constitute a single claim here under; provided, if more than one flood shall occur within any period of 72 hours during the term of the policy, such floods shall be deemed to be a single flood."

Earthquake protection is provided in the current policy with a \$35,000,000 limit with a \$1,000,000 deductible. Earthquake means "any natural or man-made earth movement (except mudslide or mud-flow caused by accumulation of water on or under the ground) including, but not limited to earthquake and resultant earthquake sprinkler leakage, volcanic action, landslide, subsidence or tsunami, regardless of any other cause or event contributing concurrently or in any other sequence of loss. Notwithstanding anything in the above to the contrary, to the extent mudslide or mud-flow caused by accumulation of water on or under the ground is caused by or results from a tsunami, it shall be considered to be an earthquake."

The total insurable property values have been adjusted to \$137,099,810 from \$135,410,416 for the March 1, 2010, policy renewal as outlined in Attachment A. The values for the roadway, paving, and structures will remain at \$82,349,410 and the business interruption values were increased from \$40,000,000 to \$44,500,000 to reflect current traffic and revenue volumes. In addition, \$300,000 of added coverage was included for data room expansion under leasehold improvements, and the \$8,580,405 equipment and software values include \$1,000,000 for entrance/exit readers and \$750,000 for purchase and installation of variable message signs. The transponder inventory value was decreased from \$233,500 to \$189,552 to reflect usual quantity on hand for distribution.

The Orange County Transportation Authority's (OCTA's) Broker of Record, Marsh Risk and Insurance Services, Inc. (Marsh), will provide marketing and placement of the insurance coverage for this renewal. Marsh is paid a flat fee of \$115,000 for marketing and pricing all property, casualty, and workers' compensation insurance per Agreement No. C-7-0632 approved by the Board of Directors (Board) on May 27, 2007. By agreement, Marsh does not earn any additional compensation or commission for services outside of the flat fee paid by OCTA per this agreement. The contract further requires that any commissions offered by insurers will offset OCTA's premiums as was done with the current policy.

OCTA will pursue a renewal strategy that will include six possible goals for renewing this policy as outlined in Attachment B. The goals are:

1. Eliminate any underground exclusions as it relates to fiber optics.
2. Market to all viable insurers to achieve a flat or lower rate at the same deductible levels.
3. Consider the feasibility of a \$100,000,000 policy limit to help reduce costs and attract additional insurers to the program.
4. Obtain renewal coverage on a broad manuscript property policy form in lieu of an insurance company policy form.
5. Maintain a flat \$1,000,000 earthquake deductible.
6. Consider alternative program structures to obtain the required coverage at a reduced cost.

Staff is requesting Board approval of \$500,000, to renew the current policy and to fund any enhancements or additional coverage that the Finance and Administration Committee may direct staff to purchase after reviewing competitive quotes. Marsh is currently contacting the insurance market for competitive quotes for the renewal of OCTA's 91 Express Lanes' property insurance coverage. Marsh has been directed to seek quotes from 12 property insurance carriers and additional markets and wholesale companies if needed to obtain a sufficient number of competitive quotes. Furthermore, Marsh has been instructed not to disclose broker compensation to prospective insurers to avoid having insurers net the broker's commission against the quoted premiums.

The carriers listed below will be approached for proposals and have transit insurance coverage experience and an AM Best financial rating of A-7 or better:

ACE American Insurance Company
Affiliated FM
Allied World Assurance Corp.
AXIS Insurance Company
Beazley Insurance Company
Continental Casualty Company (CNA)
Crum & Forster
Hartford Casualty Insurance Company
Lexington Insurance Company
Liberty Mutual Insurance Company
Travelers Property Casualty Company of America
XL Insurance Company

Since some of these carriers are unable to provide earthquake and flood coverage in a combined program, Marsh will approach the following markets and wholesalers:

Arch Excess & Surplus Insurance Company
Arrowhead
Aspen Specialty Insurance
Chubb Custom Insurance Company
Clarendon National Insurance Company
Empire Indemnity Insurance Company
Endurance American Insurance Company
Essex Insurance Company
General Star Indemnity Company
Glencoe Insurance Company
ICAT Specialty Insurance Company
Insurance Company of the West
James River Insurance Company
Pacific Insurance Company
Redland Insurance Company
Rockhill Insurance Company
RLI Insurance Company
RSUI Indemnity Company
Scottsdale Surplus Lines Insurance

On November 8, 2006, the Finance and Administration Committee directed staff to follow a five-point process in the procurement of all insurance coverages and to submit a staff report to the Board for review and approval of this process.

The Finance and Administration Committee provided the following for all future OCTA insurance procurements:

1. There shall be an annual review of all insurance coverages by the Finance and Administration Committee. This shall include renewal dates, areas of liability, coverage amounts, and insurance carrier information. This review shall take place at the second Finance and Administration Committee meeting in May each year. The insurance coverage and renewal schedule will also be included in the budget workshop material that is presented annually to the Board.
2. All premiums and other compensation to insurance brokers and for insurance coverages shall be fully disclosed and presented to the Finance and Administration Committee for review on an annual basis. Any proposed changes to premiums and compensation paid to insurance brokers will be presented to the Finance and Administration Committee for approval as changes occur during the year.
3. The Finance and Administration Committee shall be presented with a staff report for each planned insurance renewal at least 90 days in advance of the policy expiration. A copy of the Risk Review and Renewal Strategy Plan that has been agreed to by the OCTA's Risk Manager and OCTA's Broker of Record will be included as part of the staff report. The Risk Review and Renewal Strategy Plan will be discussed with the Finance and Administration Committee as part of each insurance renewal process.
4. Staff reports shall include a list of all companies that will be solicited on behalf of OCTA by its Broker of Record. Staff reports shall also fully disclose all insurance bids received including any compensation offers associated with the bids. A transparency disclosure form from the Broker of Record will be provided to the Finance and Administration Committee as part of the insurance renewal process.
5. Staff will require OCTA's Broker of Record to attend all Committee and Board meetings when insurance awards are on the agenda.

Staff will be certain that there is full compliance to these guidelines during this property insurance renewal.

Fiscal Impact

The project was approved in the OCTA's Fiscal Year 2010 Budget, Human Resources and Organizational Development Division, Risk Management Department, Account 0036-7563-A0017-GGN, and is funded through the 91 Express Lanes.

Summary

Based on the information provided, staff recommends the approval to authorize the Chief Executive Officer to issue Purchase Order A15270, in an amount not to exceed \$500,000, to Marsh Risk and Insurance Services, Inc. for the purchase of 91 Express Lanes' property insurance on behalf of the Orange County Transportation Authority for the period of March 1, 2010 to March 1, 2011.

Attachments

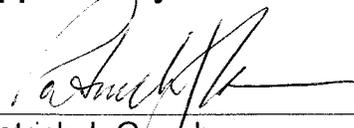
- A. 91 Express Lanes' Property Statement of Values March 1, 2010-11
- B. November 3, 2009, 91 Express Lanes' Property Insurance Risk Identification and Renewal Strategy Confirmation

Prepared by:

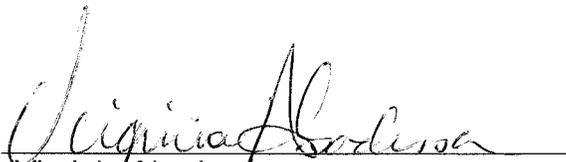


Al Gorski
Chief Risk Officer
Risk Management Department
714-560-5817

Approved by:



Patrick J. Gough
Executive Director, Human Resources
and Organizational Development
714-560-5824



Virginia Abadessa
Director, Contracts Administration and
Materials Management
714-560-5623

91 Express Lanes Property Statement of Values
 March 1, 2010-11

Name	Address	City	Stal	Zip	Sq. Ft	Business					Rpt. Total	
						Roadway, Pa & Structures	Personal Property	Leasehold Improvement	Equipment/ Software	Inventory (Transpon		Business Interruption
91 Express Lanes	SR 91 Orange County		CA			82,349,410	95,304		5,520,581		44,500,000	132,465,294
Riverview Drive Office	180 N. Riverview Drive, #290	Anaheim	CA	92808-1242			7,165	1,102,808	2,214,413		Included	3,324,386
Corona Office	2275 Sampson Ave., #100	Corona	CA	92879			5,421	269,743	845,412	189,552	Included	1,310,129
Totals						82,349,410	107,891	1,372,552	8,580,405	189,552	44,500,000	137,099,810

Notes:

- 1) The values for "Roadway, Paving and Structures (RPS)" and "Business Personal Property" will remain unchanged for this renewal.
- 2 Under Leasehold Improvement, includes \$300,000 for data room expansion
- 3) Under Equipment/Software, includes:
 91 Express Lanes--\$1.00 million for entrance/exit readers and \$750,000 for purchase and installation of a variable message sign.
- 4) Increased "Business Interruption" \$44,500,000 to reflect current traffic and revenue volumes.

Craig Morris
Senior Vice President

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

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November 03, 2009

Mr. Al Gorski
Chief Risk Officer
Orange County Transportation Authority
550 S. Main Street
Orange, CA 92863-1584

**Subject: 91 Express Lanes' Property Insurance Risk Identification and
Renewal Strategy Confirmation**

Dear Al:

Thank you for the time you and Marie spent with Hector and me on October 15, 2008 to develop our strategy for the March 1, 2010 91 Express Lanes' property renewal. Here is a summary of our discussion:

Risk Review

- There have been no changes in the operation of the 91 Express Lanes' since last year. However, construction will begin in November 2009 to add one general purpose lane to the eastbound SR-91 between SR-241 and SR-71. This work isn't expected to impact the Express Lanes.
- Last year, approximately 14 million drivers saved time on their commute by using the 91 Express Lanes. Forecasted toll revenue is expected to increase from \$40 million to \$44.5 million.
- A fiber optic cable lies underground from the Electronic Toll and Traffic Monitoring system (ETTM) to the Riverview Drive office. Toll operations could be impacted by damage to this cable. We will review this risk with insurers and work towards eliminating any exclusions that would limit recovery for loss by an insured event.

Renewal Strategy

- We reviewed the current program structure, limits and deductibles. Axis provides "All Risk" property coverage up to a \$125 million limit excess of a \$25,000 deductible. Flood coverage is limited to \$25 million with a \$250,000 per occurrence deductible. Empire Indemnity provides a \$35 million limit for earthquake after a flat \$1,000,000 deductible. An optional deductible equal to 5% of the total insurable values was previously

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

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considered, but the OCTA Finance and Administration Committee agreed the flat \$1 million deductible should be maintained as it is lower and provides more protection to OCTA than the 5% deductible.

- There have been no paid property losses on the 91 Express Lanes since OCTA's ownership.
- Rates increased in the first half of 2009 as underwriters tried to recoup underwriting and investment losses in 2008. However, with improved loss ratios, better investment returns and plenty of capacity, rates have moderated beginning in the second half of 2009. Risks with catastrophe exposures, such as earthquake and flood, continue to see rate increases but in a lower range of 5% to 15%. Most non-catastrophe programs are renewing within a 0% to 5% rate increase.
- Aside from direct damage to the 91 Express Lanes by earthquake or flood, there are many indirect losses that would impact toll revenue. For example, fire, landslide, sinkhole, collapse, etc can damage adjacent land and roadway, not a part of the Express Lanes, causing governmental authorities to either shut down the toll road or utilize it for normal road operations to maintain traffic flow between Orange County and the Inland Empire. OCTA's current policy insures for the loss of revenue caused by these events through coverage known as Ingress/Egress and Civil Authority. These coverages have been increased during the previous renewals to \$7.5 million with a 60 day time and 5 mile distance limitation.
- This years renewal goals are:
 - Eliminate any underground exclusions as it relates to fiber optics;
 - Market to all viable insurers to achieve a flat or lower rate at the same deductible levels;
 - Consider the feasibility of a \$100 million property policy limit to help reduce costs and attract additional insurers to the program;
 - Obtain renewal coverage on a broad manuscript property policy form in lieu of an insurance company policy form;
 - Maintain a flat \$1 million earthquake deductible;
 - Consider alternative program structures to obtain the required coverage at a reduced cost.
- We reviewed the current statement of values. You have provided updated business personal property values, leasehold improvements, EDP equipment/software, transponders in inventory and business interruption values totaling \$137,099,810. This

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

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is an increase from the current values at risk of \$135,410,416. According to the Marshall & Swift Cost Index, there is no inflationary increase on building materials and therefore the roadway replacement value will remain at \$82,349,410. Please provide a signed copy of the insurable values so we can negotiate with the insurers to provide agreed amount coverage.

- We will market the 91 Express Lanes risk to any viable insurer rated A- VII by AM Best or better including, but not limited to, the following:
 - ACE American Insurance Company
 - Affiliated FM
 - Allied World Assurance Corp.
 - AXIS Insurance Company
 - Beazley Insurance Company
 - Continental Casualty Company (CNA)
 - Crum & Forster
 - Hartford Casualty Insurance Company
 - Lexington Insurance Company
 - Liberty Mutual Insurance Company
 - Travelers Property Casualty Company of America
 - XL Insurance Company

Since some of these carriers are unable to provide Earthquake and Flood coverage in a combined program, we will approach the following markets and wholesalers under the same conditions as above:

- Aspen Specialty Insurance, Arch Excess & Surplus Lines Insurance Company, Chubb Custom Insurance Company, Essex Insurance Company, General Star Indemnity Company, ICAT Specialty Insurance Company, James River Insurance Company, Max Specialty Insurance Company, Redland Insurance Company, Rockhill Insurance Company, RSUI Indemnity Company, Scottsdale Surplus Lines Insurance through Swett & Crawford Insurance Services
- Clarendon National Insurance Company, Empire Indemnity Insurance Company, Glencoe Insurance Company through Arrowhead Insurance Agency
- Endurance American Insurance Company
- Pacific Insurance Company through First State Insurance Services
- Insurance Company of the West
- RLI Insurance Company

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

Page 4
November 03, 2009

Marsh is paid a fee by OCTA, as outlined in Agreement No.: C-7-0632, for the marketing and servicing of the 91 Express Lanes' property insurance and will ask the carriers to quote net of commission. In the event a carrier includes commission in their renewal proposal, it will be disclosed to OCTA and if the carrier is unable to reduce their premium by the quoted commission, Marsh will credit OCTA for the amount of commission.

In approaching these markets you have authorized Marsh to disclose the following information as part of our negotiating process.

- a. Disclose the names of the incumbent insurer and other prospective insurers to prospective insurer(s).

However, we will not provide the following information unless authorized by you:

- b. Provide a specific price, range of prices or prioritization of terms that OCTA seeks in purchasing insurance;
- c. Disclose the structure, language and/or pricing of the expiring policy;
- d. Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurer(s);
- e. Provide your incumbent insurer with an opportunity to submit a final, improved proposal.

In order to satisfy OCTA's insurance procurement process and to ensure a timely renewal, we agreed to the following timeline:

F&A Committee Meeting	11/18/09
Board Meeting	12/14/09
Marsh sends specs to market	12/15/09
Insurer proposals due	01/22/10
Presentation to OCTA	01/29/10
F&A Committee discussion	02/10/10

Al, thank you for the time you and Marie spent with Hector and me. We look forward to a successful renewal.

Sincerely,

Craig Morris
Senior Vice President



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Costa Mesa Freeway (State Route 55) Continuous High-Occupancy Vehicle Lane Access

Highways Committee Meeting of November 16, 2009

Present: Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, and Pringle
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Direct the Chief Executive Officer to negotiate and enter into a cooperative agreement with the California Department of Transportation to design and construct the extended high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- B. Approve the use of \$1.5 million in local Orange County Unified Transportation Trust funds to extend the high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- C. Amend the Orange County Transportation Authority's Fiscal Year 2009-10 Budget by \$475,000 with funding through the Orange County Unified Transportation Trust account.
- D. Direct staff to prepare an action plan to modify all remaining high-occupancy striping to continuous access within Orange County and begin preliminary work on accessing the remaining corridors.



November 16, 2009

To: Highways Committee

From: Will Kempton, Chief Executive Officer

Subject: Costa Mesa Freeway (State Route 55) Continuous High-Occupancy Vehicle Lane Access

Overview

On July 6, 2009, the Highways Committee requested staff to identify means to extend the high-occupancy vehicle continuous access striping on the Costa Mesa Freeway (State Route 55) from its present terminus at the Santa Ana Freeway (Interstate 5) to the terminus of the existing high-occupancy lanes at the San Diego Freeway (Interstate 405) in Costa Mesa.

Recommendations

- A. Direct the Chief Executive Officer to negotiate and enter into a cooperative agreement with the California Department of Transportation to design and construct the extended high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- B. Approve the use of \$1.5 million in local Orange County Unified Transportation Trust funds to extend the high-occupancy vehicle striping on the Costa Mesa Freeway (State Route 55).
- C. Amend the Orange County Transportation Authority's Fiscal Year 2009-10 Budget by \$475,000 with funding through the Orange County Unified Transportation Trust account.
- D. Direct staff to prepare an action plan to modify all remaining high-occupancy striping to continuous access within Orange County and begin preliminary work on accessing the remaining corridors.

Background

The completion of the Garden Grove Freeway (State Route 22) project marked the first application of continuous access striping for the high-occupancy

vehicle (HOV) lanes in Orange County. The new striping approach on State Route 22 was approved by the Federal Highway Administration (FHWA) as a demonstration project to assess the safety and operational characteristics of HOV continuous access striping in the corridor.

Subsequently, a six-mile section of the Costa Mesa Freeway (State Route 55) was re-striped by the California Department of Transportation (Caltrans) to allow HOV continuous access between the Santa Ana Freeway (Interstate 5) and the Riverside Freeway (State Route 91). This project was also approved by the FHWA as a demonstration project. The one-year demonstration period for both the State Route 22 and State Route 55 projects has elapsed and the final report on the safety and operational characteristics of the new HOV striping is being prepared by Caltrans. The Orange County Transportation Authority (Authority) expects these reports to be supportive of the use of HOV continuous access striping in Orange County.

In addition, a public survey was recently done on the acceptance of HOV continuous access by Orange County drivers. The findings of this study were very favorable to the use and expansion of HOV continuous access striping within Orange County.

Discussion

On July 6, 2009, the Highways Committee requested staff to look for opportunities to extend the HOV continuous access striping on State Route 55 from Interstate 5 down to the terminus of the HOV lanes at the San Diego Freeway (Interstate 405).

Caltrans has developed an estimate of \$1.5 million to re-stripe the remaining section of State Route 55 HOV lanes. Caltrans also estimates that the environmental review and design of these striping changes will take 12 months and would be fully implemented in mid 2011.

Normally staff attempts to fund HOV projects with federal Congestion Management and Air Quality (CMAQ) funds. Currently, all CMAQ funds are committed to other projects. Therefore, to expedite the completion of the re-striping of the remaining section of HOV lanes on State Route 55, staff proposes using \$1.5 million of local Orange County Unified Transportation Trust (OCUTT) funds to complete the work. Staff also proposes entering into a cooperative agreement with Caltrans to prepare and construct the new HOV striping on the corridor. Board of Directors (Board) approval is requested for these actions.

A map of the existing HOV network in Orange County is shown in Attachment A. This map illustrates the extent of the existing HOV network. The map also shows two sections of the freeway that have fixed barriers between the HOV lanes and general purpose lanes. At these locations, the HOV striping cannot be changed to continuous access. These areas include a section of State Route 91 where the 91 Express Lanes are separated with permanent delineators, and a section of Interstate 5 where permanent concrete barriers and bridge columns separate the HOV lanes from the general purpose lanes.

The HOV network map also shows the existing sections of the freeways with HOV continuous access striping. This includes the entire State Route 22 corridor and a portion of the State Route 55 corridor.

The map displays other sections of the freeway that will be converted to HOV continuous access as part of existing or near-term construction project. The first segment shown is the proposed extension of the HOV continuous access striping on State Route 55. The second is an eight-mile section of the Orange Freeway (State Route 57) where a planned project to add a new northbound general purpose lane will modify the HOV striping. This project, expected to start in 2010, was designed to modify both the northbound and southbound HOV striping to continuous access. Also, a three-mile section of Interstate 5 in Buena Park will be completed in 2010 that includes two new HOV lanes. These new HOV lanes will be striped to provide a transitional section of continuous access HOV striping from the Los Angeles County line to the existing Interstate 5 HOV lanes at State Route 91.

Beyond the three near-term projects shown on the map, there are no other construction projects planned in the next five years that may incorporate a change in HOV striping. Any further changes to the HOV striping over this time would need to be advanced as stand-alone projects. Also, any future projects that may incorporate a change to the HOV striping would need to be done in a fashion that provides operating segments that are contiguous with other HOV continuous access segments to provide consistent HOV operations in a corridor.

To date, Caltrans has completed the preliminary engineering to convert the HOV striping on State Route 55, State Route 57, and State Route 91, as well as Interstate 405. No detailed assessment of continuous access along Interstate 5 has been completed. Based on the initial evaluation, the cost estimate is approximately \$220,000 per mile. To fully convert the portions of the system not covered by other projects would likely be a \$25 million project.

To implement continuous access for freeway segments not covered by other projects over a shorter period would require a stand-alone project. If directed by the Board, staff will prepare an action plan to change the remaining HOV lane striping to continuous access over a prescribed period of time.

The proposal for a stand-alone re-striping program will need to address a number of important issues, such as how to best coordinate the work with other planned freeway projects, how to take advantage of any pavement rehabilitation or re-striping projects being planned by Caltrans, how to sequence the work to provide contiguous HOV continuous access segments along a corridor, how to address restricted areas where full access cannot be provided, how to fund the re-striping work, and how long it will take to complete this work. The implementation plan will be prepared and presented to the Board within the next 120 days. In addition, staff will begin to work on accessing the conversion of the HOV striping on Interstate 5.

Fiscal Impact

This State Route 55 HOV re-striping project was not included in the Authority's Fiscal Year 2009-10 Budget and will require a budget amendment to provide \$475,000 in OCUTT funds.

Summary

Approval is requested to authorize \$1.5 million in OCUTT funding and a cooperative agreement with Caltrans to extend the HOV continuous access striping on State Route 55 from Interstate 5 down to the terminus of the lanes at Interstate 405.

Attachment

- A. HOV Continuous Access Map

Prepared by:



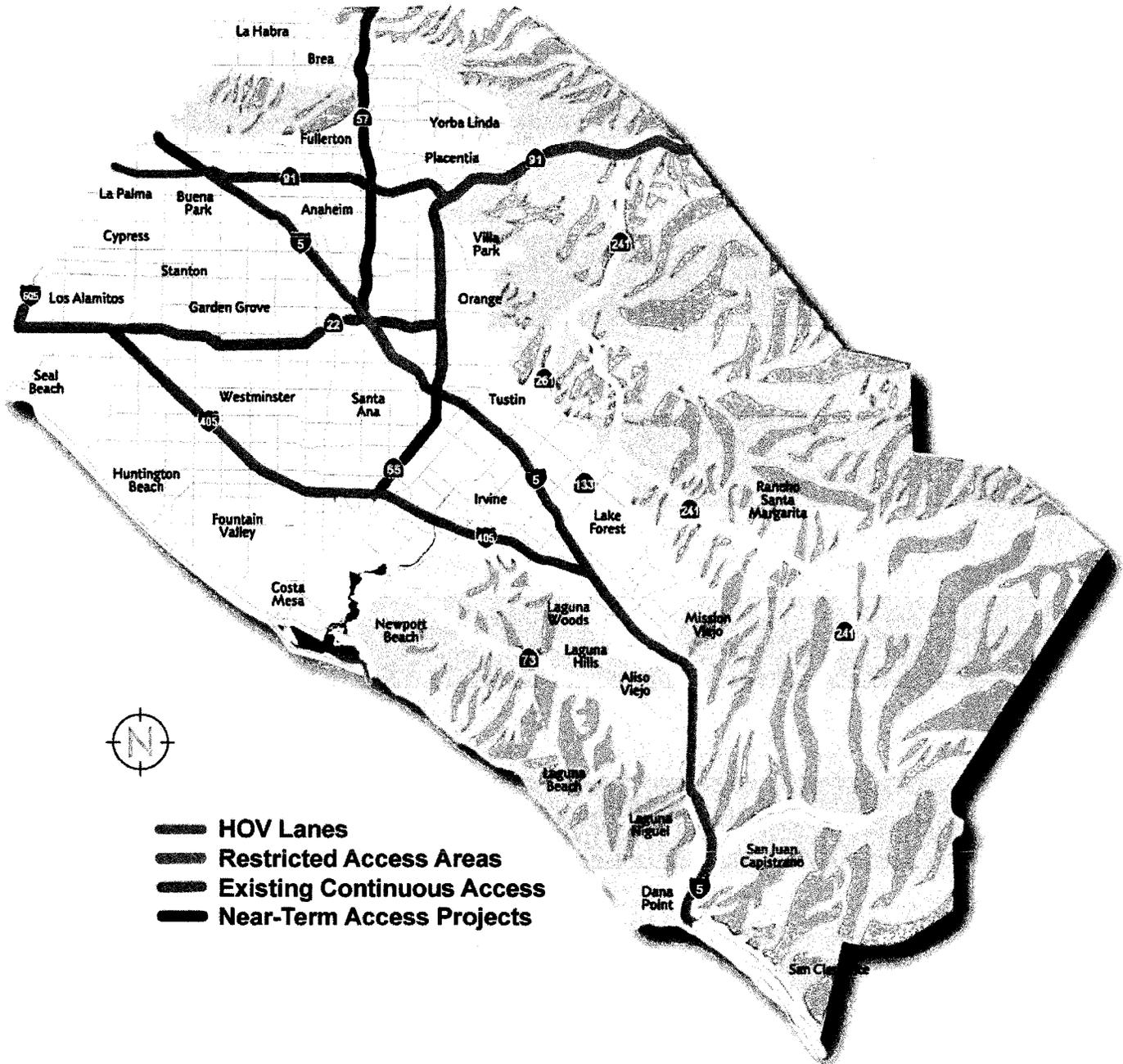
Tom Bogard
Director, Highway Project Delivery
(714) 560-5918

Approved by:



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

HOV Continuous Access Map





BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Modifications of Roles and Responsibilities with City of Anaheim for Environmental Clearance of the Anaheim Regional Transportation Intermodal Center

Transportation 2020 Committee Meeting of November 16, 2009

Present: Directors Amante, Brown, Buffa, Cavecche, Dixon, and Pringle
Absent: Director Campbell

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Authorize the transfer of California Environmental Quality Act Lead Agency designation from the Orange County Transportation Authority to the City of Anaheim for environmental clearance of Phase 1 of the Anaheim Regional Transportation Intermodal Center.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0821 between the Orange County Transportation Authority and the City of Anaheim to modify roles and responsibilities for environmental clearance of Phase 1 of the Anaheim Regional Transportation Intermodal Center and to permit the transfer of \$3,645,307 from the Orange County Transportation Authority to the City of Anaheim to lead completion of the environmental clearance.
- C. Authorize the Chief Executive Officer to execute Agreement No. C-9-0802 between the Orange County Transportation Authority and the City of Anaheim for assignment of all rights and responsibilities of Agreement No. C-9-0230 between the Orange County Transportation Authority and ICF International (formerly known as Jones and Stokes Associates, Inc.) for support in completing the environmental clearance.



November 16, 2009

To: Transportation 2020 Committee 
From: Will Kempton, Chief Executive Officer
Subject: Modifications of Roles and Responsibilities with City of Anaheim for Environmental Clearance of the Anaheim Regional Transportation Intermodal Center

Overview

On November 18, 2008, the Orange County Transportation Authority entered into a cooperative agreement with the City of Anaheim to outline roles and responsibilities for development of the Anaheim Regional Transportation Intermodal Center. As part of the agreement, the Orange County Transportation Authority would lead the environmental clearance and the City of Anaheim would lead the design and construction of the transportation facility. Since that time, Orange County Transportation Authority staff and the City of Anaheim staff have agreed that the project development process could be completed more efficiently if the two efforts of environmental clearance and facility design were managed by one entity. Staff is recommending that the City of Anaheim serve as lead agency and that the professional services procured by the Orange County Transportation Authority for the environmental clearance be assigned to the City of Anaheim.

Recommendations

- A. Authorize the transfer of California Environmental Quality Act Lead Agency designation from the Orange County Transportation Authority to the City of Anaheim for environmental clearance of Phase 1 of the Anaheim Regional Transportation Intermodal Center.

- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0821 between the Orange County Transportation Authority and the City of Anaheim to modify roles and responsibilities for environmental clearance of Phase 1 of the Anaheim Regional Transportation Intermodal Center and to permit the transfer of \$3,645,307 from the Orange County Transportation Authority to the City of Anaheim to lead completion of the environmental clearance.

- C. Authorize the Chief Executive Officer to execute Agreement No. C-9-0802 between the Orange County Transportation Authority and the City of Anaheim for assignment of all rights and responsibilities of Agreement No. C-9-0230 between the Orange County Transportation Authority and ICF International (formerly known as Jones and Stokes Associates, Inc.) for support in completing the environmental clearance.

Discussion

In 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) authorized the purchase of 13.5 acres of land to relocate the existing Anaheim Metrolink Station and directed staff to work with the City of Anaheim (City) to pursue the development of the Anaheim Regional Transportation Intermodal Center (ARTIC).

As ARTIC progressed through its development phases, OCTA and the City entered into several cooperative agreements to further define the roles and responsibilities of both parties. For reference, a summary of each of these agreements is included in Attachment A. Currently, the project delivery approach identifies OCTA as the agency responsible for National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental clearance and related advanced conceptual design, and the City as responsible for the design and construction of ARTIC. ICF International was retained by OCTA in April 2009 to complete the environmental clearance and advanced conceptual design. In May 2009, the City retained professional architectural and engineering (A/E) services to prepare the final design of ARTIC.

Since the original designation of roles and responsibilities, several challenges have emerged that warrant reconsideration of the existing project delivery arrangement between OCTA and the City. First, in addition to ARTIC, there are four other complex, large-scale projects (Platinum Triangle, Anaheim Resort, California High-Speed Train [HST], and Anaheim Fixed-Guideway) in the immediate vicinity of ARTIC that are also in various stages of environmental clearance. Three of these projects (Platinum Triangle, Anaheim Resort, and Anaheim Fixed-Guideway) are being led by the City; the other two by other agencies (OCTA and the California High Speed Rail Authority).

Second, the identification of funding for the HST system's segments, and the application for funding through the American Recovery and Reinvestment Act of 2009, have accelerated the need to ensure that the HST can be accommodated into ARTIC sooner than the schedule originally anticipated. This has required a substantially increased level of coordination between the

various consultants, including OCTA's ARTIC environmental and conceptual engineering consultants, the City's ARTIC A/E consultants, and the HST engineering and environmental consultants, as well as an increased level of coordination of design efforts between all the groups to ensure that the projects are fully integrated.

Third, as work has progressed on planning for and designing of the Anaheim Fixed-Guideway, ARTIC, and HST, the challenges of designing any one of these complex projects at one time are becoming more evident. These challenges are made more difficult with multiple agencies leading the efforts.

As a result of these challenges, OCTA staff and City staff have subsequently agreed that the ARTIC project would be completed more efficiently if the City assumed lead responsibility for the environmental clearance, the advanced conceptual engineering, and the A/E final design of ARTIC, in addition to its current responsibilities for construction and post construction maintenance and operation of the project. The Federal Transit Administration would remain as the designated lead agency for the NEPA portion of the environmental document. OCTA staff and City staff have agreed that this transfer of responsibility will address the challenges identified above in coordinating, planning, and designing multiple complex projects by multiple agencies.

OCTA would retain the right to review and comment on all aspects of the design, as well as the environmental documentation. OCTA would also retain the right for final approval of the design and functionality of all rail and bus-related elements.

Modifications to Roles and Responsibilities

As a result of the proposed modifications to roles and responsibilities, a new cooperative agreement between OCTA and the City is recommended for Board approval (Attachment B). This cooperative agreement would also allow for the transfer of funds from OCTA to the City to lead completion of the environmental clearance and related engineering. The original budget for environmental clearance was \$2,910,693, of which \$1,142,202 remains. As a result of unforeseen challenges discussed below, the task of environmentally clearing ARTIC is now expected to cost \$ 5,413,798, this is an increase of \$2,503,105 over the original budget. In order to complete the environmental clearance, staff is requesting that the remaining \$1,142,202 and an additional \$2,503,105, for a total of \$3,645,307, be transferred to the City.

Additional funds are needed to complete the environmental documentation and related engineering for several reasons. Since the inception of these tasks,

unforeseen challenges have arisen that created shifts in the level of analysis, as well as shifts in the design of the transit center and related facilities, including site layout, rail tracks, platforms, street improvements, ingress and egress and pedestrian circulation. In addition, the decision was made to move portions of the project underground (bus facility and/or parking) as one means of maximizing use of the site. As a result, additional geotechnical and hydrological investigations were necessary.

Lastly, coordination with the California HST Anaheim to Los Angeles project team has accelerated as a result of the identification of funding sources for this project and the associated deadlines for funding applications. It became critical to ensure that the needs of this project could be accommodated at the ARTIC facility, and that any design developed at this time for Phase 1 of ARTIC would not have to be discarded when the HST was developed in Phase 2 of ARTIC. Numerous design coordination meetings have been held, and many different design iterations above those anticipated have been developed, to ensure that the designs by the two project teams are integrated.

Assignment of Environmental Contract to City

Pending Board approval of the City leading both the ARTIC environmental clearance and design, the contract that is currently held by OCTA with ICF International would need to be re-assigned to the City. With this re-assignment, the City would manage the day-to-day efforts of the NEPA/CEQA environmental clearance and ICF International would serve in a supporting role to the City in completing that effort. OCTA would retain the right to be involved in, and review, every aspect of the preparation and completion of the environmental clearance documents.

Fiscal Impact

This agreement was partially included in the Fiscal Year 2009-10 budget under Account 0010-7831-T5420-P3Y. Staff has identified additional available funds within the current years approved budget and, if approved, will transfer the funds from accounts 0010-7519-T5420-P3H to 0010-7831-T5420-P3Y. The combination of these funds will total \$3,645,307.

Summary

In order to complete project delivery in a more efficient manner, staff is seeking Board approval to reassign the lead agency designation for environmental clearance of the ARTIC to the City. To accomplish this assignment, a new

Modifications of Roles and Responsibilities with City of Anaheim for Environmental Clearance of the Anaheim Regional Transportation Intermodal Center **Page 5**

cooperative agreement is needed to identify the roles and responsibilities between OCTA and the City and transfer funds to complete the work.

Attachments

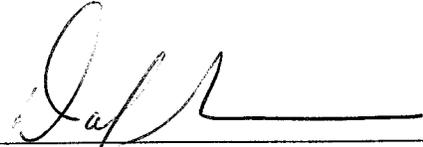
- A. Summary of Cooperative Agreements Between Orange County Transportation Authority and City of Anaheim on the Anaheim Regional Transportation Intermodal Center
- B. Cooperative Agreement No. C-9-0821 Between Orange County Transportation Authority and City of Anaheim for Anaheim Regional Transportation Intermodal Center
- C. Assignment Agreement No. C-9-0802 Between Orange County Transportation Authority and City of Anaheim for Project Phase 1 of the Anaheim Regional Transportation Intermodal Center

Prepared by:

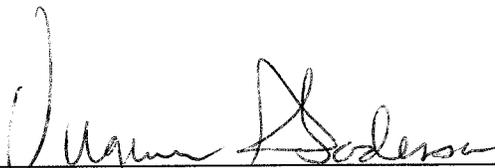


Kelly Long
Senior Transportation Analyst
(714) 560-5725

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Summary of Cooperative Agreements Between Orange County Transportation Authority and City of Anaheim on the Anaheim Regional Transportation Intermodal Center

Board Approved	Cooperative Agreement No.	OCTA Roles and Responsibilities	City of Anaheim Roles and Responsibilities
December 2007	C-7-1288	<ul style="list-style-type: none"> • Oversight and approval of anything that affects the financial performance of the ARTIC complex, OCTA property, or access to the proposed transportation facilities. • Review and comment on all project- and procurement-related documents. • OCTA shall have representation on the City's procurement evaluation committee. • Provide funding, in an amount not to exceed \$1,535,250. 	<ul style="list-style-type: none"> • Project management services during the private sector participation solicitation process and during the development of the preliminary site plan. • Conduct all procurement-related activities up to and through the selection of one or more private-partners. • Development of the ARTIC complex preliminary site plan. • Provide funding, in the amount of \$280,000, including up to \$200,000 in City staff time.
November 2008	C-8-1118	<ul style="list-style-type: none"> • Agency responsible for NEPA and CEQA environmental clearance and related advanced conceptual design 	<ul style="list-style-type: none"> • Agency responsible for design and construction • Conduct all procurement-related activities for ARTIC, including all development requests for proposals and securing the developer. • Enter into an agreement with a developer to fund and implement all non-transit-related improvements and operate/maintain the transit center upon completion. • Serve as agency for the all post transit center environmental activities, including project level environmental clearance, planning, zoning, and permitting for all non-transit-related activities • Make available for lease the City-owned property (2.2 acres) to the developer.
May 2009	C-9-0448	<ul style="list-style-type: none"> • Provide \$178.8 million to the City for design and construction of ARTIC Phase 1 as part of the Renewed Measure M's Project T (Convert Metrolink Stations to Regional Gateways) Program. 	<ul style="list-style-type: none"> • Act as the agency responsible for the final design, right-of-way, construction, and construction management of the ARTIC Phase 1.

COOPERATIVE AGREEMENT NO. C-9-0821

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ANAHEIM

FOR

ANAHEIM REGIONAL TRANSPORTATION INTERMODAL CENTER

THIS COOPERATIVE AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into 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 Anaheim, 200 South Anaheim Boulevard, #276, P.O. Box 3222, Anaheim, California 92803, a municipal corporation (hereinafter referred to as "CITY").

RECITALS:

WHEREAS, AUTHORITY and CITY have agreed to collaborate in planning, developing, constructing, funding and operating the 15 plus acre site known as the Anaheim Regional Transportation Intermodal Center (ARTIC) (hereinafter referred to as "PROJECT"), bounded by Katella Avenue on the north, the Santa Ana River on the east, the SR-57 Freeway on the south, and Douglass Road to the west, with the Los Angeles- San Diego-San Luis Obispo (LOSSAN) rail corridor traversing the property near its southern limits; and

WHEREAS, AUTHORITY owns approximately 13.5 acres of property ("AUTHORITY Property") and CITY owns approximately 2.2 acres of property ("CITY Property") that together make up the total property for use in the PROJECT; and

WHEREAS, the parties acknowledge that additional properties may be added if required for the PROJECT; and

/

1 **WHEREAS**, the parties initially entered into Cooperative Agreement No. C-7-1288, dated
2 December 11, 2007, which set forth the roles and responsibilities of the parties; and

3 **WHEREAS**, the parties then entered into Cooperative Agreement No. C-8-1118, dated
4 November 18, 2008, which further set forth the roles and responsibilities of the parties for a Public
5 Private Partnership (herein referred to as "P3") project delivery approach, and the National
6 Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental
7 clearance (herein referred to as "NEPA/CEQA") and preliminary conceptual design; and

8 **WHEREAS**, the parties agree that the PROJECT shall be developed to meet their common and
9 unique goals which shall include a inter-modal transportation facility ("TRANSIT CENTER" as defined in
10 Attachment 1 – Definition of Terms), which includes a station building, transit supporting facilities
11 necessary to relocate the existing stadium station to the PROJECT site, support for existing transit
12 services (including bus and rail operations) and accommodations for future transit services; civic space
13 and commercial mixed-use development; and

14 **WHEREAS**, the parties intend to implement the PROJECT through a phased approach
15 beginning with the first phase ("PHASE 1" as defined in Attachment 1 – Definition of Terms), which shall
16 consist of site preparation, and design and construction of the minimum TRANSIT CENTER. PHASE 1
17 shall also include transit-oriented retail, mixed-use COMMERCIAL DEVELOPMENT and CIVIC SPACE
18 (these terms and others related to this Agreement are defined in Attachment 1); and

19 **WHEREAS**, PHASES 2 and 3, which as separate projects are subject to future planning,
20 design, environmental analysis, funding and approval by CITY and AUTHORITY, are anticipated to
21 encompass additional transit functionality improvements to accommodate new regional transportation
22 services, high-speed rail and additional mixed-use development (hereinafter referred to as the
23 "FUTURE PHASES"); and

24 **WHEREAS**, the Board of Directors for the AUTHORITY approved funding guidelines for
25 Renewed Measure M's Project "T" (Convert Metrolink Stations to Regional Gateways) applications, the
26 CITY then submitted a Project "T" application on February 20, 2009, and the AUTHORITY approved

1 the application and the funding of the CITY's Project "T" application on May 26, 2009 (agreement
2 number C-9-0448) which is consistent with Phase 1; and

3 **WHEREAS**, the CITY initiated a Request for Qualifications (RFQ) process on February 11,
4 2009, followed by a Request for Proposals (RFP) process on March 13, 2009 to secure the
5 Architectural/Engineering (A/E) services needed to prepare the final design of the TRANSIT CENTER
6 and PHASE 1 of the PROJECT; and

7 **WHEREAS**, the CITY initiated a Request for Proposals (RFP) process on April 30, 2009 and
8 Revised May 4, 2009 to secure the Program Management Consultant (PMC) services needed to help
9 plan and deliver the TRANSIT CENTER and PHASE 1 of the PROJECT; and

10 **WHEREAS**, the AUTHORITY entered in a contract with ICF International (formerly known as
11 Jones and Stokes Associates, Inc.) and issued a Notice to Proceed on April 1, 2009, to undertake the
12 NEPA/CEQA environmental clearance of the TRANSIT CENTER and PHASE 1; and

13 **WHEREAS**, the P3 delivery approach has not come to fruition, therefore the parties have since
14 subsequently agreed that the CITY shall enter into a Design-Bid-Build process and have proceeded on
15 that path; and

16 **WHEREAS**, the parties subsequently agreed that the TRANSIT CENTER and PHASE 1 of the
17 PROJECT would be more efficiently completed by the CITY assuming lead agency responsibility for the
18 CEQA environmental clearance (the Federal Transit Administration remains the designated lead
19 agency for the NEPA environmental clearance), the preliminary conceptual design, the A/E final design,
20 design engineering and program management oversight, in addition to their current responsibilities for
21 construction, and post-construction, operation and maintenance of the TRANSIT CENTER; and

22 **WHEREAS**, the parties therefore agreed that the AUTHORITY'S contract with ICF International
23 should be re-assigned to the CITY so that the CITY leads the NEPA/CEQA environmental, preliminary
24 conceptual design, A/E final design, design engineering and program management oversight; and

25 /

26 **WHEREAS**, the intent of this Cooperative Agreement is to therefore clarify the roles and
responsibilities of the parties concerning the change in project delivery approach, the change of

1 environmental lead agency from the AUTHORITY to the CITY, and the re-assignment of the ICF
2 International contract to the CITY; and

3 **WHEREAS**, AUTHORITY shall be responsible for funding the required environmental clearance
4 and design engineering of the TRANSIT CENTER and PHASE 1 in an amount not to exceed Three
5 Million Six Hundred Forty Five Thousand Three Hundred Seven Dollars (\$3,645,307).

6 **WHEREAS**, CITY shall be responsible for all planning, zoning and permitting for all non-rail
7 improvements associated with the PROJECT; and

8 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement
9 on_____.

10 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
11 follows:

12 **ARTICLE 1. COMPLETE 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 this
15 Agreement between AUTHORITY and CITY concerning PHASE 1 of the PROJECT and supersedes all
16 prior representations, understandings and communications between the parties. The above-referenced
17 Recitals are true and correct and are incorporated by reference herein.

18 **ARTICLE 2. RESPONSIBILITES OF AUTHORITY**

19 AUTHORITY agrees to the following responsibilities for the PHASE 1 of the PROJECT:

20 A. AUTHORITY shall facilitate all rail and bus-related planning, zoning and permit activities
21 associated with the TRANSIT CENTER and PHASE 1 as required by California law.

22 B. AUTHORITY shall fund the NEPA/CEQA environmental clearance, related preliminary
23 conceptual design work and design engineering (beyond that funded by the Project T funding in
24 Agreement No. C-9-0448) for the TRANSIT CENTER and PHASE 1 in an amount not to exceed Three
25 Million Six Hundred Forty Five Thousand Three Hundred Seven Dollars (\$3,645,307) . AUTHORITY
26 shall have final review and approval of the final design of the TRANSIT CENTER and PHASE 1.

1 C. AUTHORITY shall have representation on the CITY's procurement evaluation
2 committee for any procurement related activities for the PROJECT in a ratio of one AUTHORITY
3 representative for every five evaluation committee members.

4 D. AUTHORITY will provide review and comment on the environmental document being
5 prepared by the CITY for the TRANSIT CENTER and PHASE 1.

6 **ARTICLE 3. RESPONSIBILITIES OF CITY**

7 CITY agrees to the following responsibilities for the PHASE 1 of the PROJECT:

8 A. CITY shall conduct all procurement related activities for the PROJECT pursuant to
9 CITY's procurement policies and procedures and any existing agreements between the CITY and the
10 AUTHORITY.

11 B. CITY, through its PMC, shall manage the contract with the environmental firm of ICF
12 International and the A/E Firm for the NEPA/CEQA environmental clearance and for the final design
13 and design engineering of the TRANSIT CENTER and PHASE 1, respectively.

14 C. CITY shall assume the agency responsibility for the NEPA/CEQA environmental
15 clearance of the TRANSIT CENTER and PHASE 1, and shall be responsible for the complete design of
16 the TRANSIT CENTER and PHASE 1. CITY shall have the responsibility to retain environmental
17 services to complete NEPA/CEQA environmental clearance. Where approvals are necessary from
18 AUTHORITY and CITY, the CITY shall work with the parties and their designees to facilitate the
19 necessary approvals.

20 D. CITY agrees to meet with AUTHORITY on a regular basis, at least twice per month, to
21 review PROJECT status and discuss any PROJECT issues.

22 E. CITY shall then, upon completion of the NEPA/CEQA environmental clearance and final
23 design of the TRANSIT CENTER and PHASE 1, be responsible for identifying and obtaining the means
24 of project delivery (including construction, and operation and maintenance of the PROJECT).

25 F. CITY shall submit to AUTHORITY for review and comment all final documents relative
26 to the procurement process including but not limited to the agreement between CITY and the selected

1 entity or entities that shall pertain to construction, operation and maintenance of the PROJECT, and
2 shall allow AUTHORITY representation on procurement selection panels.

3 G. CITY shall be responsible for all planning, zoning and permitting for all non-rail and non-
4 bus improvements associated with the PROJECT.

5 H. Invoices for all work performed on PHASE 1 of the PROJECT shall be submitted by
6 CITY on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable
7 department. Each CITY invoice shall include
8 the following information:

9 a. Agreement Number C-9-0821;

10 b. The time period covered by the invoice;

11 c. Monthly Progress Report which includes a detailed description of the progress of the
12 environmental clearance and preliminary conceptual design;

13 d. Total monthly invoice amount; and

14 e. Such other information as requested by AUTHORITY.

15 **ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

16 All parties agree to the following mutual responsibilities regarding PROJECT:

17 A. It is anticipated that the PROJECT shall proceed in a phased approach with this
18 Agreement applying to PHASE 1 of the PROJECT. The roles and responsibilities of the parties as they
19 pertain to FUTURE PHASES are as of yet undetermined and shall be considered separate projects.
20 The parties agree that the roles and responsibilities for the FUTURE PHASES shall be determined at a
21 later date and shall be the subject of either an amendment(s) to this Agreement or a separate
22 cooperative agreement(s).

23 B. If any conflict arises between the requirements of this Agreement and those of
24 Cooperative Agreements C-7-1288 and C-8-1118, the requirements of this Agreement shall control.

25 C. The parties agree that in the performance of their respective duties and obligations as
26 set forth in this Agreement, they shall at all times abide by and comply with all federal, state and local
laws, regulations and ordinances.

1 D. Given the importance of ensuring functionality, AUTHORITY shall retain the right to be
2 involved in the development of, review drafts of, provide input to, and have final approval of any designs
3 that relate to rail track, platforms, pedestrian circulation, bus circulation and operations related to both
4 interior station and exterior transit systems, and overall passenger experience in terms of routing of
5 buses, transfer of passengers between modes, and passenger walk distances and times from drop off
6 points to other destinations, including other modes of transport.

7 E. AUTHORITY shall retain the right to have their representatives be an integral and on-
8 going part of the reviews identified above, and these representatives shall have the right to provide
9 comment, even if it is in opposition to what has been designed, and to report this information back to
10 AUTHORITY, who maintains the final approval of design elements listed above.

11 F. Should any disagreements in design elements arise, AUTHORITY and the CITY shall
12 convene a meeting as soon as possible to resolve any issues so as not to delay the further
13 development of the design. Both parties have the right to include any members of their
14 consultant teams as appropriate to resolve the particular design issue.

15 G. AUTHORITY retains the right to review drafts of, and provide input to environmental
16 documents CITY prepares, or causes to be prepared, to complete the environmental clearance of
17 PHASE 1 of the PROJECT, during preparation of the draft and final documents, and prior to the public
18 review period.

19 H. The above on-going responsibilities entitle AUTHORITY, and any of their designated
20 consultants, the opportunity to: attend meetings, have materials sent to them in a timely manner so as
21 to be able to provide meaningful input before designs are completed, and have iterative review and
22 comment opportunity as warranted by the process.

23 I. The CITY shall have their staff and any of their consultants copy AUTHORITY (and any
24 of their designees) on any project related emails, correspondence, drawings, etc., as deemed
25 necessary by AUTHORITY to ensure that AUTHORITY and their designees have all pertinent project-
26 related information in a timely manner so as to allow for review and comment, as appropriate.

1 J. This Agreement shall continue in full force and effect through December 31, 2014. This
2 Agreement may only be extended upon the written mutual agreement by both
3 parties.

4 K. The terms for continued operation and maintenance of the PROJECT shall be
5 documented in the contracts developed between the CITY and the selected entity.

6 L. If either Party breaches its obligations under this Agreement and fails to cure such
7 breach within thirty (30) calendar days of written notice from the non-breaching party, the non-breaching
8 party may terminate this Agreement and shall have no further obligation thereunder.

9 M. This Agreement may be amended in writing at any time by the mutual consent of both
10 parties. No amendment shall have any force or effect unless in writing and executed by both parties.

11 N. Should any dispute arise between the parties during the term of this Agreement, the
12 parties shall first attempt to resolve the disputed matters between the AUTHORITY's Chief Executive
13 Officer and the CITY's City Manager, or their respective designee. If a resolution cannot be achieved in
14 a reasonable time, either party may assert its rights and take whatever action is required under law or
15 equity to enforce said rights.

16 O. The persons executing this Agreement on behalf of the parties hereto warrant that they
17 are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this
18 Agreement, the parties hereto are formally bound to the provisions of this Agreement.

19 P. All notices hereunder and communications regarding the interpretation of the terms of
20 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
21 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

22 /

1 To CITY:

2 City of Anaheim

3 Post Office Box 3222

4 Anaheim, CA 92803

5 Attention: Natalie Meeks

6 Director, Public Works

7 (714) 765-4530

8 nmeeks@anaheim.net

To AUTHORITY:

Orange County Transportation Authority

550 South main Street

P.O. Box 14184

Orange, CA 92863-1584

Attention: Meena Katakia

Manager, Capital Projects

(714) 560-5694; mkatakia@octa.net

C: Jennifer Bergener

11 Q. The headings of all sections of this Agreement are inserted solely for the convenience of
12 reference and are not part of and not intended to govern, limit or aid in the construction or interpretation
13 of any terms or provision thereof.

14 R. The provision of this Agreement shall bind and inure to the benefit of each of the parties
15 hereto and all successors or assigns of the parties hereto.

16 S. If any term, provision, covenant or condition of this Agreement is held to be invalid, void
17 or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this
18 Agreement shall not be affected thereby, and each term, provision, covenant or condition of this
19 Agreement shall be valid and enforceable to the fullest extent permitted by law.

20 T. This Agreement may be executed and delivered in any number of counterparts, each of
21 which, when executed and delivered shall be deemed an original and all of which together shall
22 constitute the same agreement. Facsimile signatures shall be permitted.

23 U. Either party shall be excused from performing its obligations under this Agreement
24 during the time and to the extent that it is prevented from performing by an unforeseeable cause
25 beyond its control, including but not limited to: any incidence of fire; flood; acts of God; commandeering
26 of material, products, plants or facilities by the federal, state or local government; national fuel shortage;

1 or a material act or omission by the other party; when satisfactory evidence of such cause is presented
2 to the other party, and provided further that such nonperformance is unforeseeable, beyond the control
3 and is not due to the fault or negligence of the party not performing.

4 V. Parties shall mutually indemnify, defend and hold each other harmless including their
5 officers, directors, employees and agents from and against any and all claims (including attorneys' fees
6 and reasonable expenses for litigation or settlement) for any loss or damages,
7 bodily injuries, including death, damage to or loss of use of property caused by the negligent acts,
8 omissions or willful misconduct in connection with or arising out of their performance of this Agreement.

9 W. The parties agree that each shall keep and maintain appropriate books and records
10 regarding the PROJECT and their respective roles and responsibilities set forth in this Agreement.
11 Each party agrees to allow the other access to such books and records of the PROJECT for review and
12 inspection at a mutually agreeable time and place during regular business hours.

13 X. The provisions of this Agreement are for the exclusive benefit of the AUTHORITY and
14 CITY and their respective successors and assigns, and no other party or entity shall have any right or
15 claim or shall be entitled to enforce any provision against any party by reason of any provision of this
16 Agreement.

17 Y. This Agreement shall be governed by and construed in accordance with the laws of the
18 State of California.

19 Z. Notwithstanding any other provision of this Agreement, neither party may assign its
20 rights, interest, duties or obligations under this Agreement without the written consent of the other party.
21 Any assignment made without the consent of the other party shall be null and
22 void.

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1 AA. Failure of either party to insist upon strict performance of any of the terms, conditions or
2 covenants in this Agreement shall not be deemed a waiver of any right or remedy that party may have
3 and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the
4 terms, conditions or covenants contained in this Agreement, nor shall it constitute a precedent for
5 interpretation of this Agreement.

6 This Agreement shall be made effective upon execution by both parties.

7 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
8 No. C-9-0821 to be executed on the date first above written.

9 **CITY OF ANAHEIM**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

10 By: _____

By: _____

11 Curt Pringle
12 Mayor

Will Kempton
Chief Executive Officer

13 **ATTEST:**

APPROVED AS TO FORM:

14 By: _____

By: _____

15 Linda Andal
16 City Clerk

Kennard R. Smart, Jr.
General Counsel

17 **APPROVED AS TO FORM:**
18 **CHRISTINA TALLEY**
19 **CITY ATTORNEY**

APPROVAL RECOMMENDED:

20 By: _____

By: _____

Darrell Johnson
Executive Director, Rail Programs

21 Dated: _____

Dated: _____

ATTACHMENT NO. 1

Definition of Terms

PROJECT: This shall be defined as the minimum TRANSIT CENTER and transit supporting facilities necessary to relocate the existing station to the PROJECT site and support existing transit services (rail and non-rail) as well as accommodate future transit services such as the planned Metrolink Service Expansion Program, planned BRT, and other fixed route services. PHASE 1 shall also include transit-oriented retail, mixed-use COMMERCIAL DEVELOPMENT, and CIVIC SPACE.

TRANSIT CENTER: This shall be defined as the station and transit supporting facilities including 850 parking spaces to support the TRANSIT CENTER, a minimum of 1,000-foot platforms and necessary improvements to Douglass Road to accommodate the platforms, necessary track work to make new station fully operational, Ticket Vending Machines, pedestrian over/underpass, canopies, furniture, fixtures, and equipment. The TRANSIT CENTER shall also include the minimum accommodations necessary to support existing transit such as fixed route buses, planned Bus Rapid Transit (BRT), taxi service, and shall not preclude the implementation of future transit services such as the California High-Speed Rail Authority's Los Angeles to Anaheim segment, the City of Anaheim's Fixed-Guideway, and the California-Nevada Super Speed Train.

PHASE 2: This shall be defined as additional improvements that build on the facilities provided through PHASE 1. This shall include increased transportation services and infrastructure improvements. Specifically, PHASE 2 may include an expansion of the TRANSIT CENTER, transit-oriented retail, mixed-use COMMERCIAL DEVELOPMENT, CIVIC SPACE, and transit supporting facilities. PHASE 2 expansions shall be consistent with the implementation of the Anaheim Fixed Guideway and the California High-Speed Rail Authority's Los Angeles to Anaheim segment. Additional environmental clearance for these services shall be the responsibility of the service implementers. Additional parking may be required to support possible additional transit services, such as additional BRT, the Anaheim Fixed-Guideway, and expanded intercity bus connections.

PHASE 3: This shall be defined as the ultimate build out of the PROJECT. PHASE 3 shall build on the improvements provided through the first two phases, including additional expansion of the TRANSIT CENTER, COMMERCIAL DEVELOPMENT, CIVIC SPACE, and parking. PHASE 3 expansions shall be consistent with the implementation of the California-Nevada Super Speed Train, expanded rail service by Amtrak, and associated track, platform and access improvements necessary for these services. Additional environmental clearance for these services shall be the responsibility of the service implementers. Additional parking may be required to support possible additional transit services.

CIVIC SPACE: This shall include an area(s) for public use integrated into the TRANSIT CENTER. Through each of the phases, the area(s) may be enhanced/expanded to accommodate civic functions, public and private events, and bicycle staging areas.

COMMERCIAL DEVELOPMENT: This shall be defined as Developer-identified facilities that support mixed-use development of ARTIC including the TRANSIT CENTER.

OPERATING TRANSIT PROPERTY: This shall be defined as the TRANSIT CENTER "footprint" up to but not including the railroad right-of-way.

ASSIGNMENT AGREEMENT NO. C-9-0802

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ANAHEIM

FOR

PROJECT PHASE 1 OF THE ANAHEIM REGIONAL TRANSPORTATION INTERMODAL CENTER

THIS ASSIGNMENT OF AN EXISTING AGREEMENT ("Assignment") is made and entered into this ___ day of _____, 2009 (the "Effective Date") by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California (hereinafter referred to as "AUTHORITY") and the CITY OF ANAHEIM, a charter city (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, AUTHORITY entered into Agreement No. C-9-0230 (the "Agreement") with ICF International (formerly known as Jones & Stokes Associates, Inc.) ("Consultant"), on April 1, 2009 AUTHORITY for the provision of environmental clearance and associated advanced conceptual design services related to the Anaheim Regional Transportation Intermodal Center (ARTIC) as specifically set forth therein; and

WHEREAS, AUTHORITY desires to assign all of its right, title, interest and obligations under the Agreement to the CITY, and CITY desires to accept the assignment thereof and to assume all of the AUTHORITY'S liabilities and obligations as further specified in Article 2, below and

WHEREAS, the AUTHORITY'S Board of Directors, on _____, approved the assignment of this Agreement in its entirety.

NOW THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. Assignment of Right, Title, and Interest:

Effective as of ____, 2009, AUTHORITY hereby assigns to CITY all of its right, title, and interest in and to the Agreement.

ARTICLE 2. Assumption of Obligations and Liabilities:

Effective as of _____, 2009, CITY hereby assumes all of AUTHORITY's obligations and liabilities under the Agreement, except that AUTHORITY shall be responsible for the payment of (i) all invoices submitted by Consultant to AUTHORITY for work performed by Consultant under the Agreement prior to the effective date of Assignment, (ii) any allowable costs incurred by Consultant prior to the effective date of Assignment and those allowable costs determined by AUTHORITY to be reasonably necessary in the event of a termination of the Agreement pursuant to Article 13 thereof, and (iii) to indemnify, defend and hold harmless CITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) that in any way arise out of or relate to Article 2(i) and Article 2(ii), above.

ARTICLE 3. Notices:

All notices hereunder and communications regarding the interpretations of the terms of this Assignment, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:

City of Anaheim
 Public Works Department
 City of Anaheim
 200S. Anaheim Blvd.
 Anaheim, California, 92805

ATTENTION:

Natalie Meeks
 Public Works Director
 (714) 765-5176
 E-Mail: nmeeks@anaheim.net

To AUTHORITY:

Orange County Transportation Authority
 550 South Main Street
 P.O. Box 14184
 Orange, CA 92863-1584

ATTENTION:

Meena Katakia
 Manager, Capital Projects
 cc: Darrell Johnson, Executive Director, Rail Programs
 (714) 560-5694
 e-mail: mkatakia@octa

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ARTICLE 4. Binding Effect:

This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors-in-interest, and assigns.

ARTICLE 5. Amendments to Assignment:

This Assignment may be amended only by a writing signed by AUTHORITY and CITY.

ARTICLE 6. Governing Law:

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 7. Effect of Partial Invalidity:

If any term, provision, or application of this Assignment is held invalid or unenforceable, the remainder of this Assignment and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

ARTICLE 8. Time of Essence:

Time is of the essence on this Assignment.

ARTICLE 9. Authority to Execute:

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Assignment and that such execution is binding on the entity for which he or she is executing this document.

This Assignment shall be made effective upon execution by both parties.

/
/

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Assignment Agreement No. 9-0802 to
2 be executed on the date first above written.

3 **CITY OF ANAHEIM**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

4 By: _____

By: _____

5 Curt Pringle
6 Mayor

Will Kempton
Chief Executive Officer

7 ATTEST:

APPROVED AS TO FORM:

8 By: _____

By: _____

9 Linda N. Andal
10 City Clerk

Kennard R. Smart, Jr.
General Counsel

11 APPROVED TO FORM:

APPROVED:

12 By: _____

By: _____

13 Christina L. Talley
14 City Attorney

Darrell Johnson
Executive Director, Rail Programs

15 Date: _____

Date: _____

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BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Cooperative Agreements with the Cities of Irvine and Laguna Woods for Go Local Step Two Bus/Shuttle Service Planning

Transit Committee Meeting of November 12, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, Pulido, and Winterbottom
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0830 between the Orange County Transportation Authority and the City of Irvine to define each party's roles and responsibilities for service planning of the bus shuttle proposals entitled, "Tustin Station 1," "Tustin Station 2," "Tustin Station 3," "Tustin Station 4," and "Irvine Station 1."

- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0831 between the Orange County Transportation Authority and the City of Laguna Woods to define each party's roles and responsibilities for service planning of the bus shuttle proposal entitled, "Laguna Woods-Laguna Hills-Lake Forest to Irvine Station Route."



November 12, 2009

To: Transit Committee

From: Will Kempton, Chief Executive Officer

Subject: Cooperative Agreements with the Cities of Irvine and Laguna Woods for Go Local Step Two Bus/Shuttle Service Planning

Overview

The Orange County Transportation Authority Board of Directors has approved 33 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 Irvine and Laguna Woods for service planning of the cities' respective bus/shuttle proposals are presented for review and approval.

Recommendations

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0830 between the Orange County Transportation Authority and the City of Irvine to define each party's roles and responsibilities for service planning of the bus shuttle proposals entitled, "Tustin Station 1," "Tustin Station 2," "Tustin Station 3," "Tustin Station 4," and "Irvine Station 1."
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0831 between the Orange County Transportation Authority and the City of Laguna Woods to define each party's roles and responsibilities for service planning of the bus shuttle proposal entitled, "Laguna Woods-Laguna Hills-Lake Forest to Irvine Station Route."

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. On January 12, 2009, two bus/shuttle proposals were submitted and approved for Step Two by the Board.

On October 26, 2009, the Board approved five additional bus/shuttle concepts from the City of Irvine and one from the City of Laguna Woods. While 33 bus/shuttle concepts have been approved by the Board to advance to Step Two, 30 concepts will undergo the detailed service planning as a result of some modifications to individual concepts.

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 of each team are needed as a result of the expiration of the Step One cooperative agreements and to identify any modifications to teaming arrangements.

There are 14 teams, representing 23 cities, participating in the Go Local Step Two bus/shuttle service planning effort. For the past quarter, 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 approved the agreement as shown in Attachment A. Upon the Board's approval of the subject cooperative agreements, the Board will have approved agreements with all 14 lead agencies. A brief summary of the bus/shuttle proposals submitted by the remaining teams, Irvine and Laguna Woods, is 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 are 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.

Fiscal Impact

Funding for this project is currently included in OCTA's Fiscal Year 2009-10 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.

Cooperative Agreements with the Cities of Irvine and Laguna Woods for Go Local Step Two Bus/Shuttle Service Planning **Page 4**

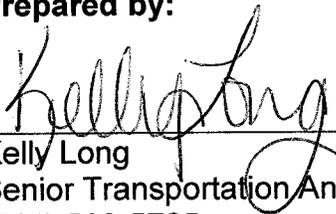
Summary

Staff is seeking Board authorization to execute cooperative agreements with the cities of Irvine and Laguna Woods to initiate service planning for the cities' Board-approved bus/shuttle proposals.

Attachments

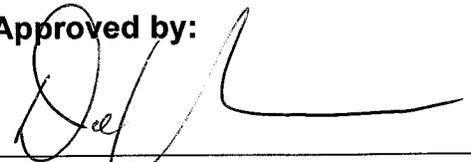
- A. Status of Go Local Step Two Bus/Shuttle Cooperative Agreements
- B. Summary of Go Local Bus/Shuttle Proposals – Lead Agencies: Cities of Irvine and Laguna Woods
- C. Cooperative Agreement No. C-9-0830 Between Orange County Transportation Authority and City of Irvine for Go Local Bus/Shuttle Service Planning
- D. Cooperative Agreement No. C-9-0831 Between Orange County Transportation Authority and City of Laguna Woods for Go Local Bus/Shuttle Service Planning

Prepared by:



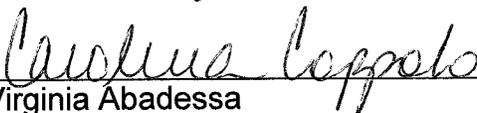
Kelly Long
Senior Transportation Analyst
(714) 560-5725

Approved by:



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

for



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

Status of Go Local Step Two Bus/Shuttle Cooperative Agreements

Current as of October 26, 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
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	√	√	6/16	7/9	7/13
Buena Park	√	√	8/11	9/10	9/14
Tustin	√	√	9/1	9/10	9/14
La Habra	√	√	9/21	10/22	10/26
Irvine**	√	√	10/19	11/12	11/23
Laguna Woods	√	√	9/15	11/12	11/23

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.

** City of Irvine has a separate agreement approved by the Board of Directors on August 10, 2009, for service planning of an additional bus/shuttle concept, "Spectrum Shuttle."

**Summary of Go Local Bus/Shuttle Proposals
Lead Agencies: Cities of Irvine and Laguna Woods**

Approved by the Board: October 26, 2009

CITY/ TEAM	PROJECT DESCRIPTION	TARGET STATION	KEY STOPS
IRVINE	Tustin Station 1: Route connecting to the Tustin Metrolink Station serving University of California, Irvine (UCI), Westpark residents, and employees along Harvard Avenue, portions of Turtle Rock, University Park, and University High School.	Tustin	Tustin Station Irvine Civic Center University High School UCI
	Tustin Station 2: Route connecting to the Tustin Metrolink Station serving portions of Lower Peters Canyon, Northwood, Woodbury, and Stonegate neighborhoods.	Tustin	Tustin Station Irvine Technology Center Irvine Marketplace Beckman High School Woodbury Retail Center
	Tustin Station 3: Residential bi-directional loop serving the Woodbridge neighborhood and adjacent residential villages connecting to the Tustin Metrolink Station.	Tustin	Tustin Station Woodbridge Community Center Woodbridge High School Irvine Valley College
	Tustin Station 4: Route connecting to the Tustin Metrolink Station serving the Walnut Village, Northwood, and Woodbury neighborhoods.	Tustin	Tustin Station Irvine High School Community Parks Retail centers
	Irvine Station 1: Route connecting the Irvine Station with the Great Park and surrounding neighborhoods, Woodbury, Woodbury East, and Stonegate.	Irvine	Irvine Station Proposed Great Park Shuttle (Internal) Lifelong Learning Center
LAGUNA WOODS	Laguna Woods/Laguna Hills/Lake Forest Irvine Station: Bus route linking Laguna Woods into proposed Lake Forest/Laguna Hills Go Local concept providing service into the Irvine Metrolink Station.	Irvine	Irvine Metrolink Station The Arbor Laguna Hills Transportation Center Laguna Woods Gate #3

COOPERATIVE AGREEMENT NO. C-9-0830

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF IRVINE

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 Irvine, 1 Civic Center Plaza, Irvine, CA 92623, 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 26, 2009 approved the bus/shuttle proposals dated July 27, 2009 submitted by the CITY to advance to Step Two for further study entitled "Tustin Station 1," "Tustin Station 2," "Tustin Station 3," "Tustin Station 4," and "Irvine Station 1" (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 the 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; Impacts to
23 Existing Fixed Route Service, including transit centers and transfer points; Compliance with American
24 Disabilities Act (ADA) and Impacts to Paratransit Service; Boardings/Revenue Vehicle Hour and
25 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 Report summarizing SERVICE
6 PLANNING ACTIVITIES and funding plans for the CITY's BUS/SHUTTLE PROPOSALS upon
7 approval by a CITY Council resolution and in anticipation of CITY's request to advance the
8 BUS/SHUTTLE 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, for the CITY's BUS/SHUTTLE PROPOSALS; and

11 E. AUTHORITY does not guarantee that the BUS/SHUTTLE PROPOSALS will be selected
12 to advance to Step Three of the Go Local Program; and

13 F. AUTHORITY shall indemnify, defend and hold harmless CITY, 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
17 AUTHORITY, its officers, directors, employees, or agents in connection with or arising out of the
18 performance of this Agreement.

19 **ARTICLE 3. RESPONSIBILITIES OF CITY**

20 CITY agrees to the following responsibilities for the BUS/SHUTTLE PROPOSALS:

21 A. Work collaboratively with AUTHORITY's consultant to perform the SERVICE
22 PLANNING ACTIVITIES for the BUS/SHUTTLE PROPOSALS; and

23 B. Supply all requested data, reports and plans to support service planning of
24 BUS/SHUTTLE PROPOSALS in a timely manner; and

25 C. Participate in service planning team meetings for BUS/SHUTTLE PROPOSALS with
26 AUTHORITY and consultant; and

1 D. Participate in the development of a comprehensive service planning report, which will be
2 led by the consultant, for the BUS/SHUTTLE PROPOSALS that addresses all the SERVICE
3 PLANNING ACTIVITIES and is accompanied by a CITY Council resolution indicating support and
4 approving the final service planning report and funding plan for the BUS/SHUTTLE PROPOSALS; and

5 E. Provide eligible local matching funds, excluding in-kind sources, for CITY's proportionate
6 share (ten percent (10%) of actual SERVICE PLANNING ACTIVITIES cost for the BUS/SHUTTLE
7 PROPOSALS); and

8 F. Pay AUTHORITY, on a quarterly basis, within 30 days of receipt of invoice for CITY's
9 proportionate share (ten percent (10%) of actual SERVICE PLANNING ACTIVITIES cost, for the
10 BUS/SHUTTLE PROPOSALS); and

11 G. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
12 employees, and agents from and against any and all claims (including attorney's fees and reasonable
13 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
14 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its
15 officers, directors, employees, or agents in connection with or arising out of the performance of this
16 Agreement.

17 **ARTICLE 4. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

18 All parties agree to the following mutual responsibilities regarding BUS/SHUTTLE
19 PROPOSALS:

20 A. This Agreement shall continue in full force and effect through acceptance of final service
21 planning report for the BUS/SHUTTLE PROPOSALS or 18 months from effective date of this
22 Agreement, whichever is sooner. This Agreement may only be extended upon written mutual
23 agreement by both parties.

24 B. This Agreement may be amended in writing at any time by the mutual consent of both
25 parties. No amendment shall have any force or effect unless executed in writing by both parties.

26 /

1 C. The persons executing this Agreement on behalf of the parties hereto warrant that they
2 are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this
3 Agreement, the parties hereto are formally bound to the provisions of this Agreement.

4 D. All notices hereunder and communications regarding the interpretation of the terms of
5 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
6 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

7 To CITY:

8 Public Works Department

9 City of Irvine

10 1 Civic Center Plaza

11 Irvine, CA 92623

12 Attention: Shohreh Dupuis
13 Transit Programs Manager

14 Telephone: (949) 724-7526

15 e-mail: sdupuis@ci.irvine.ca.us

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Meena Katakia
Manager, Capital Projects
cc:Jennifer Bergener

Manager, Local Initiatives

Telephone; (714)560- 5694

e-mail: mkatakia@octa.net

16
17 E. The headings of all sections of this Agreement are inserted solely for the convenience of
18 reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation
19 of any terms or provision thereof.

20 F. The provision of this Agreement shall bind and insure to the benefit of each of the
21 parties hereto and all successors or assigns of the parties hereto.

22 G. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void
23 or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this
24 Agreement shall not be affected thereby, and each term, provision, covenant or condition of this
25 Agreement shall be valid and enforceable to the fullest extent permitted by law.

26 /

1 H. This Agreement may be executed and delivered in any number of counterparts, each of
2 which, when executed and delivered shall be deemed an original and all of which together shall
3 constitute the same agreement. Facsimile signatures will be permitted.

4 I. Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority
5 hereunder may be assigned in whole or in part by either Party without the prior written consent of the
6 other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent
7 to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any
8 right to consent to such subsequent assignment.

9 J. Either party shall be excused from performing its obligations under this Agreement
10 during the time and to the extent that it is prevented from performing by an unforeseeable cause
11 beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering
12 of material, products, plants or facilities by the federal, state or local government, national fuel shortage,
13 or a material act or omission by the other party, when satisfactory evidence of such cause is presented
14 to the other party, and provided further that such nonperformance is unforeseeable, beyond the control
15 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-9-0830 to be executed on the date first above written.

CITY OF IRVINE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Sean Joyce
City Manager

Will Kempton
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

By: _____

By: _____

Sharie Apodaca
City Clerk

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____

By: _____

Phil Kohn
City Attorney

Darrell Johnson
Executive Director, Rail Programs

Dated: _____

Dated: _____

1 **WHEREAS**, the AUTHORITY will evaluate those bus/shuttle proposals that undergo Step Two
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3 **WHEREAS**, the AUTHORITY has agreed to contract directly with a bench of consultants, which
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6 **WHEREAS**, this Cooperative Agreement (hereinafter referred to as "AGREEMENT") defines
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8 as they may relate to the study of the BUS/SHUTTLE PROPOSAL for Step Two of the AUTHORITY'S
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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

1 Financial Parameters, including fare type and farebox recovery estimate, operating and capital costs
2 and service cost-benefit analysis (hereinafter, SERVICE PLANNING ACTIVITIES); and

3 B. Participate in service planning team meetings with CITY and consultant for
4 BUS/SHUTTLE PROPOSAL and provide AUTHORITY-generated transit planning data and transit
5 planning support where AUTHORITY deems necessary; and

6 C. Receive and evaluate final Go Local Step Two Reports summarizing SERVICE
7 PLANNING ACTIVITIES and funding plans for the CITY's BUS/SHUTTLE PROPOSAL upon approval
8 by a CITY Council resolution and in anticipation of CITY's request to advance the BUS/SHUTTLE
9 PROPOSAL to Step Three of the Go Local Program; and

10 D. Invoice CITY on a quarterly basis for proportionate share of, ten percent (10%), of actual
11 SERVICE PLANNING ACTIVITIES cost, which shall not exceed One Hundred Thousand Dollars
12 (\$100,000), for the CITY's BUS/SHUTTLE PROPOSAL; and

13 E. AUTHORITY does not guarantee that the BUS/SHUTTLE PROPOSAL 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
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25 B. Supply all requested data, reports and plans to support service planning of
26 BUS/SHUTTLE PROPOSAL in a timely manner; and

1 C. Participate in service planning team meetings for BUS/SHUTTLE PROPOSAL with
2 AUTHORITY and consultant; and

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5 ACTIVITIES and is accompanied by a CITY Council resolution indicating support and approving the
6 final service planning report and funding plan for the BUS/SHUTTLE PROPOSAL; 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 the BUS/SHUTTLE PROPOSAL); and

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13 G. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
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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.

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23 whichever is sooner. This Agreement may only be extended upon written mutual agreement by both
24 parties.

25 B. This Agreement may be amended in writing at any time by the mutual consent of both
26 parties. No amendment shall have any force or effect unless executed in writing by both parties.

1 C. The persons executing this Agreement on behalf of the parties hereto warrant that they
 2 are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this
 3 Agreement, the parties hereto are formally bound to the provisions of this Agreement.

4 D. All notices hereunder and communications regarding the interpretation of the terms of
 5 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
 6 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:	To AUTHORITY:
Office of City Manager	Orange County Transportation Authority
City of Laguna Woods 24264 El Toro Rd. Laguna Woods, CA 92637	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Doug Reilly Assistant City Manager	Attention: Meena Katakia Manager, Capital Projects cc: Jennifer Bergener Manager, Local Initiatives
Telephone: (949) 639-0561	Telephone: (714) 560-5694
e-mail: dreilly@lagunawoodscity.org	e-mail: mkatakia@octa.net

18 E. The headings of all sections of this Agreement are inserted solely for the convenience of
 19 reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation
 20 of any terms or provision thereof.

21 F. The provision of this Agreement shall bind and insure to the benefit of each of the
 22 parties hereto and all successors or assigns of the parties hereto.

23 G. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void
 24 or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this
 25

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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1 This AGREEMENT shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
3 No. C-9-0831 to be executed on the date first above written.

4 **CITY OF LAGUNA WOODS**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

5 By: _____

By: _____

6 Robert Ring
7 Mayor

Will Kempton
Chief Executive Officer

8 **ATTEST:**

APPROVED AS TO FORM

9 By: _____

By: _____

10 Yolie Trippy
11 Deputy City Clerk

Kennard R. Smart, Jr.
General Counsel

12 **APPROVED AS TO FORM:**

APPROVAL RECOMMENDED:

13 By: _____

By: _____

14 Stephen A. McEwen
City Attorney

Darrell Johnson
Executive Director, Rail Programs

15 Dated: _____

Dated: _____

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BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board ^{WK}
Subject: Agreement for Maintenance Services of the Orange County Transportation Authority's Operating Railroad Right-of-Way

Transit Committee Meeting of November 12, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, Pulido, and Winterbottom
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-9-0698 between the Orange County Transportation Authority and Joshua Grading and Excavating, Inc., in an amount not to exceed \$3,600,000, for a term of three years with two one-year options to provide maintenance services for the Orange County Transportation Authority's operating railroad right-of-way.



November 12, 2009

To: Transit Committee

From: Will Kempton, Chief Executive Officer

Subject: Agreement for Maintenance Services of the Orange County Transportation Authority's Operating Railroad Right-of-Way

Overview

On September 14, 2009, the Orange County Transportation Authority Board of Directors authorized the issuance of a request for proposals for maintenance services for the operating railroad right-of-way. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement policies and procedures for the retention of consultants to perform professional and technical services. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendation

Authorize the Chief Executive Officer to execute Agreement No. C-9-0698 between the Orange County Transportation Authority and Joshua Grading and Excavating, Inc., in an amount not to exceed \$3,600,000, for a term of three years with two one-year options to provide maintenance services for the Orange County Transportation Authority's operating railroad right-of-way.

Discussion

The Orange County Transportation Authority (OCTA) owns over 60 miles of railroad right-of-way throughout Orange County, all of which must comply with both federal and local regulations regarding weed abatement, fire prevention, and nuisance liability standards on a continual basis.

Maintenance of the right-of-way corridor includes, but is not limited to, weed abatement, brush clearance, herbicide application, rodent control, maintenance of drainage channels and embankments, graffiti removal, debris removal, fence installation and repair, grading and or barrier construction and repair, and signage installation and repair. In order to maintain the railroad right-of-way to this standard, OCTA contracts out for these services. The contractor is

responsible for maintaining this property under the oversight of OCTA's project administrator.

Procurement Approach

This procurement was handled in accordance with OCTA's procedures for professional and technical services, and in accordance with both federal and state law. Award is recommended to the firm with the highest qualifications to perform the services, considering factors such as staffing, subcontractor team, prior experience with similar projects, approach to the work, technical expertise in the field, and a fair and reasonable pricing structure.

The awarded contract will have a three-year initial term with two one-year options. Technical and price proposals were solicited competitively and the award recommendation is based upon a firm's qualifications, technical capabilities, understanding of the work assignment, and price.

On September 14, 2009, the Board of Directors approved the release of Request for Proposals (RFP) 9-0698 for maintenance services for OCTA's operating railroad right-of-way. On September 15, 2009, RFP 9-0698 was released and sent electronically to 403 firms registered on CAMM NET. The project was advertised on September 18 and 22, 2009, in a newspaper of general circulation. A pre-proposal conference was held on September 23, 2009, with seven attendees representing seven firms. Addendum No. 1 was issued to transmit the pre-proposal conference attendee list and an electronic version of the price summary sheet. Addendum No. 2 was issued to transmit responses to questions and provide corrected RFP documents.

On October 7, 2009, five proposals were received. An evaluation committee consisting of staff from the Rail Programs and Transit divisions, the Contracts Administration and Materials Management Department, and an external member from the Metrolink Engineering Department met to review all proposals submitted. The proposals were evaluated based on the following evaluation criteria and weights:

- Qualifications of Firm 20 percent
- Staffing and Project Organization 30 percent
- Work Plan 20 percent
- Cost/Price 30 percent

The standard 25 percent weighting for each criterion was not used for this procurement. Staffing and project organization was weighted higher due to the railroad right-of-way qualification requirements for the workforce. Cost and price was also weighted at 30 percent given the routine and repetitive nature of the work. Qualification of the firm was weighted at 20 percent because the

experience of each offeror's staff in specific types of railroad maintenance and coordination is important to have a continuity of effective performance. Work plan was weighted at 20 percent primarily because the work involves routine maintenance and special assignments that might come up on an as-needed basis.

The evaluation committee reviewed all proposals based on the evaluation criteria and determined two firms to be most qualified for the work. These most qualified firms are listed in rank order as follows:

Firm and Location

Joshua Grading and Excavating, Inc.
Phelan, California

Veolia Transportation, Maintenance, and Infrastructure, Inc.
San Dimas, California

On October 22, 2009, the evaluation committee interviewed both firms. Questions were asked relative to the firms proposed staffing and approach to the scope of work and cost control practices. Based on the combined appraisal of written proposals and the interview, Veolia Transportation, Maintenance, and Infrastructure, Inc., was determined to be less qualified to perform the services than the other short-listed firm. For the recommended firm, the following assessments were made:

Qualifications of Firm

Joshua Grading and Excavating, Inc., has the most relevant experience with railroad right-of-way maintenance as required in the scope of work. The firm is very familiar with OCTA's operating rail corridors and has performed work in the corridors. This firm also has direct relevant experience working with various rail agencies and local cities.

Staffing and Project Organization

Key staff of the recommended firm has the highest qualifications and experience with railroad right-of-way maintenance work. The firm has demonstrated experience working with the public agencies involved and understand the requirements for timely work. Joshua Grading and Excavating, Inc., is experienced in this field of work and has adequate resources to manage the scope of work effectively. The subcontractors demonstrate a long standing working relationship with the recommended firm. The interview with the recommended firm further validated its experience.

Work Plan

The work plan proposed by the recommended firm conformed to the written scope of work identified in the RFP. The firm presented a sound understanding of the work requirements, and demonstrated that it has the ability to perform the various types of maintenance services required. The firm noted familiarity with the worksite issues and discussed potential strategies to mitigate the same.

Cost and Price

Pricing scores were assigned based on a formula, which assigns the highest weight to the lowest price and weights the other proposal prices based on its relation to the lowest price.

Summary

Based on the proposal evaluation and interviews, staff recommends Joshua Grading and Excavating, Inc., to provide railroad right-of-way maintenance services to OCTA. Joshua Grading and Excavating, Inc., has the experience with railroad right-of-way maintenance. The firm has assembled a team that is highly skilled and experience in the relevant field. The firm has shown it has complete understanding for the requirements of the RFP and is fully capable of supporting OCTA's needs over the next three to five years.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2009-10 Budget, Rail Programs Division, Account 0093-D2601-AB9-7517, and is funded through Commuter Urban Rail Endowment funds.

Summary

Staff recommends selection of Joshua Grading and Excavating, Inc., to provide railroad right-of-way maintenance services for OCTA's operating railroad right-of-way, for a term of three years in an amount not to exceed \$3,600,000.

Attachments

- A. Review of Proposals – RFP 9-0698, Maintenance Services for OCTA Railroad Right-of-Way
- B. Proposal Evaluation Criteria Matrix for Short-Listed Firms, RFP 9-0698 – Maintenance Services for OCTA Railroad Right-of-Way
- C. Contract History for the Past Two Years, RFP 9-0698 – Maintenance Services for OCTA Railroad Right-of-Way

Prepared by:



Dinah Minter
Manager, Metrolink Service Expansion
(714) 560-5740

Approved by:



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

for 

Virginia Abadessa
Director, Contracts Administration &
Materials Management
(714) 560-5623

Review of Proposals RFP 9-0698
Maintenance Services for OCTA Railroad Right-of-Way
 Presented to Transit Committee - 11/12/2009

5 proposals were received, 2 firms were interviewed, 1 firm recommended

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Average Hourly Rates
1	87	Joshua Grading and Excavating, Inc. Phelan, California	Ace Fence Company, Inc. Quality Sprayers, Inc. V & E Tree Service, Inc.	Highest ranked overall firm. Excellent experience with the work environment and task requirements. Excellent interview, demonstrated thorough comprehension and competency. Excellent work plan that clearly shows understanding of project. Firm's proposal addressed all key project issues and constraints. Firm fully comprehends the type of work to maintain the right-of-way. Team consisted of a dedicated staff.	\$ 185.51
2	81	Veolia Transportation, Maintenance, and Infrastructure, Inc. San Dimas, California	Prunin Arboriculture, Inc. AMB Fence, Inc.	Excellent professional firm with a strong cost management focus. Staff thoroughly experienced with considerable knowledge in environmental issues and constraints. Provided knowledgeable information and track record of success in related projects. Good problem identification in workplan. Good interview, demonstrated detailed project understanding.	\$ 208.27

Evaluation Panel:

Contracts Administration and Materials Management (1)
 Transit Project Delivery (1)
 Rail Programs (1)
 Facilities Engineering (1)
 Metrolink Engineering (1)

Evaluation Criteria

Qualifications of Firm
 Staffing and Project Organization
 Work Plan
 Cost / Price

Weight Factor

20%
 30%
 20%
 30%

**PROPOSAL EVALUATION CRITERIA MATRIX for Short-Listed Firms
RFP 9-0698 - Maintenance Services for OCTA Railroad Right-of-Way**

Firm: Joshua Grading and Excavating, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.5	4.5	4.5	4.0	5.0	4	18.0
Staffing/Project Organization	4.5	4.5	5.0	4.5	4.0	6	27.0
Work Plan	4.0	4.0	4.5	4.0	4.0	4	16.4
Cost and Price	4.2	4.2	4.2	4.2	4.2	6	25.2
Overall Score	86.2	86.2	91.2	84.2	85.2		87

Firm: Veolia Transportation, Maintenance, and Infrastructure, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.0	4.5	4.0	5.0	4	17.2
Staffing/Project Organization	4.0	4.5	4.5	4.0	3.5	6	24.6
Work Plan	4.5	4.5	4.5	4.0	4.0	4	17.2
Cost and Price	3.7	3.7	3.7	3.7	3.7	6	22.2
Overall Score	80.2	83.2	85.2	78.2	79.2		81

Range of scores for non-short-listed firms was 62 to 65

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 9-0698 - Maintenance Services for OCTA Railroad Right-of-Way

Firm - Prime Only	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
Joshua Grading and Excavating, Inc.	C-3-0912	Rail Right-of Way Maintenance	5/22/2004	12/31/2009	\$ 5,930,000
Sub Total					\$ 5,930,000
Veolia Transportation Services, Inc.	C-5-3021	ACCESS, Contracted Fixed Route: Stationlink and Express Bus Services	7/1/2006	6/30/2009	\$ 96,620,434
	C-5-3021	ACCESS Services	7/1/2009	6/30/2012	\$125,446,560
Sub Total					\$ 222,066,994



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors

From: ^{WK} Wendy Knowles, Clerk of the Board

Subject: Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project

Highways Committee Meeting of November 16, 2009

Present: Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, and Pringle

Absent: None

Committee Vote

This item was passed by all Committee Members present.

Directors Mansoor and Norby were not present to vote on this item.

Committee Recommendation

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Orange County Transportation Authority and the California Department of Transportation for construction of the west segment of the West County Connectors Project, in an amount not to exceed \$24,622,500.



November 16, 2009

To: Highways Committee

A handwritten signature in black ink, appearing to read "Jeff For", is written over the "To:" line.

From: Will Kempton, Chief Executive Officer

Subject: Cooperative Agreement with the California Department of Transportation for the San Diego Freeway (Interstate 405) West County Connectors Project

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation covering the construction phase of the west segment of the San Diego Freeway (Interstate 405) West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Orange County Transportation Authority and the California Department of Transportation for construction of the west segment of the West County Connectors Project, in an amount not to exceed \$24,622,500.

Discussion

The West County Connectors Project will construct direct high-occupancy vehicle (HOV) connectors from the Garden Grove Freeway (State Route 22) to the San Diego Freeway (Interstate 405), and from Interstate 405 to the San Gabriel River Freeway (Interstate 605), with a second HOV lane in each direction on Interstate 405 between the two direct HOV connectors. The West County Connectors Project includes reconstruction of the Valley View Street, Seal Beach Boulevard, and north Interstate 405/west State Route 22 connector overcrossings.

The project is being developed as two separate design and construction segments. This is due to the large size of the project and to enhance construction industry bidding and competition. The east segment project is from Valley View Street to just east of the Seal Beach Boulevard overcrossing,

encompassing the State Route 22/Interstate 405 interchange. The west segment project is from just east of the Seal Beach Boulevard overcrossing to Interstate 605, encompassing the Interstate 405/Interstate 605 interchange.

A cooperative agreement is now required to finalize funding responsibilities between the Orange County Transportation Authority (Authority) and the California Department of Transportation (Caltrans) related to the completion of the west segment of the project. The proposed cooperative agreement defines the terms, conditions, and overall responsibilities of each party.

The Authority and Caltrans have agreed to jointly participate in the construction management of the West County Connectors Project. The advertisement and award for construction for the west segment project will be performed by Caltrans. Caltrans will also administer the contract with the general contractor, lead the construction management effort, and perform a portion of the construction inspection work, for a total of \$10,710,000. The Authority will hire consulting firms to perform the remaining construction management and a portion of construction inspection, for a total of \$13,912,500. The total of these two amounts, \$24,622,500, will be drawn directly from the Corridor Mobility Improvement Account (CMIA). The approach of sharing construction management and inspection responsibilities between Caltrans and consulting firms is patterned after the successful working relationship that was developed on the Santa Ana Freeway (Interstate 5) Gateway Project. The proposed cooperative agreement specifies the terms, conditions, and overall responsibilities of each party (Attachment A).

As defined in the cooperative agreement, the Authority is the funding agency for construction and Caltrans is the implementing agency for construction and adherence to the California Environmental Quality Act and the National Environmental Policy Act.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2010 Budget, Development/Highway Project Delivery, Account 0010-9085/F7210-QPQ, and is funded through CMIA.

Summary

Staff requests Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement No. C-9-0829 between the Authority and Caltrans, in an amount not to exceed \$24,622,500, for construction management of the west segment of the West County Connectors Project.

Attachment

- A. Draft Cooperative Agreement No. C-9-0829 Between Orange County Transportation Authority and the California Department of Transportation

Prepared by:



Niall Barrett, PE
Project Manager
(714) 560-5879

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

DRAFT
COOPERATIVE AGREEMENT NO. C-9-0829
BETWEEN ORANGE COUNTY
TRANSPORTATION AUTHORITY AND
THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION

ATTACHMENT A

This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.

COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Orange County Transportation Authority, a political subdivision of the State of California, referred to as OCTA.

RECITALS

1. CALTRANS and OCTA, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the construction of a high occupancy vehicle (HOV) connector for Interstate 405/Interstate 605 (I-405/I-605) and related improvements, referred to as PROJECT.
3. PARTNERS will cooperate to administer construction contract for PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 12-594 .
5. Prior to this agreement, OCTA developed the Plans, Specifications and Estimate; OCTA developed the Right of Way Certification; CALTRANS developed the Project Report; and CALTRANS developed the Project Initiation Document.
6. CALTRANS prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2015.
8. Design and preparation of contract documents, advertising, award, and construction of a landscaping project will be the subject of a separate future Agreement.
9. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

**This agreement is not approvable.
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DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**This agreement is not approvable.
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IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS – State Highway System.

SPONSOR(S) Any PARTNER that accepts the responsibility to establish scope of PROJECT, and accepts the obligation to secure financial resources to fund PROJECT. SPONSOR has the responsibility to fully fund the scope of PROJECT. SPONSOR may also advocate on behalf of a PROJECT scope change to match committed funds. If there is more than one SPONSOR, funding adjustments will be made by percentage (as stated in Responsibilities). Scope adjustments must be developed through the project development process and must be approved in writing by CALTRANS

WORK – All scope and cost commitments included in this agreement.

**This agreement is not approvable.
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RESPONSIBILITIES

10. OCTA is SPONSOR for all WORK.
11. CALTRANS and OCTA are FUNDING PARTNERS for this agreement. Their funding commitments are defined in the FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

15. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
17. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
18. OCTA may provide IQA for the portions of WORK outside existing or proposed SHS right of way.
19. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
20. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
21. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.

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22. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner’s own employees) and is governed by the Labor Code’s definition of a “public work” (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for “public work” and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for “public work”.

23. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.

24. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

25. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

26. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

27. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

28. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

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29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
30. OCTA, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. OCTA will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
31. If HM-2 is found within PROJECT limits, the IMPLEMENTING AGENCY responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
34. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
35. PARTNERS will prepare and agree to general content of monthly status reports within 30 days of award of contract.
36. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
37. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
38. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
39. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.

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40. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and OCTA will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

41. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.

42. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds to match the scope of WORK or adjust the scope of WORK to match committed funds, and PARTNERS will amend this agreement.

43. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

44. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

45. OCTA will perform PROJECT Public Information responsibilities using OCTA resources and consultants in partnership with CALTRANS Public Information Office (PIO). All public information materials and notices shall include approved CALTRANS logo. In case of an emergency on PROJECT, OCTA will consult with CALTRANS on any media communications.

46. CALTRANS PIO will participate in Public Awareness Campaign consultant meetings and provide oversight in the preparation of PROJECT brochures, media releases and

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advisories, construction alerts, direct mail, legislative reports, public notices and other public information documents. CALTRANS PIO will also attend appropriate public meetings, open houses, and milestone events, and official city and legislative briefings.

47. PARTNERS agree to the construction management structure as shown in the ORGANIZATION CHART that is attached and made a part of this agreement.
48. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

49. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

CALTRANS will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.

50. CALTRANS will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
51. OCTA will provide construction support staff that is independent of the design engineering company and construction contractor.

OCTA CONSTRUCTION Support Staff will perform quality assurance activities and construction administration compliant with Caltrans' guidance, policies, and procedures, under the general direction of the RE.

OCTA will assign a person from their CONSTRUCTION Support staff as a full-time, permanent representative for PROJECT and that representative will be responsible for OCTA's contractual obligation of consultant personnel for their quality assurance activities and construction administration for PROJECT.

52. OCTA is responsible for the following activities.
 - Traffic Management Plan – Public Information
 - Freeway Patrol Services
 - City, Police and Support Services
 - Resident Engineers Office

**This agreement is not approvable.
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These items are designated as STATE FURNISHED MATERIALS.

53. PARTNERS agree to resolve a dispute of a contract change order through a formal issues resolution plan. The issues resolution plan will address how issues will be resolved or elevated to avoid impact on the PROJECT. The issue resolution plan shall be prepared and agreed on by PARTNERS within 30 days of award of contract in a facilitated formal Partnering session conducted by OCTA.
54. CALTRANS will provide a landscape architect licensed in the State of California.
55. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
56. PARTNERS will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
57. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
58. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS specifications.
59. IMPLEMENTING AGENCY will renew, extend, and/or amend all resource agency permits as necessary. OCTA (forces or consultants) will provide technical support, as needed..
60. IMPLEMENTING AGENCY through PROJECT will provide maintenance for those work within WORK LIMITS until COMPLETION OF WORK, after which, maintenance for SHS will be managed through an existing maintenance agreement.
61. Survey activities for PROJECT will be divided.
 - a. CALTRANS Surveys will attend meetings as required during construction.

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CALTRANS Surveys will perform all post-construction monumentation and the mapping and documentation thereof. This work includes, but is not limited to the recovery, re-establishment, and survey of points as necessary to tie new right of way lines with those shown on the preconstruction record of survey, and to file monumentation documentation (being Records of Survey or Corner Records) with the County Surveyor.

b. OCTA's survey consultant will re-set any existing monumentation shown on the preconstruction Record of Survey and, which are at risk of being destroyed by the contractor as a result of the PROJECT, and provide corner records documenting the character change of said monuments and file with the County Surveyor

COST

Cost: General

62. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
63. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
64. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
65. OCTA, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
66. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
67. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
68. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
69. The cost to extend, amend or renew permits will be a WORK cost.
70. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
71. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.

**This agreement is not approvable.
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72. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
73. Independent of WORK costs, OCTA will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
74. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
75. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
76. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
77. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

78. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

79. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
80. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
81. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

**This agreement is not approvable.
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Cost: CONSTRUCTION Support

82. The cost to maintain WORK within WORK limits is a WORK cost until COMPLETION OF WORK, after which, the cost of SHS maintenance will be handled through an existing maintenance agreement..
83. The cost to conduct and facilitate a formal partnering session for the preparation of an issue resolution plan will be a CONSTRUCTION Support Cost.
84. Costs for CALTRANS CONSTRUCTION Support costs are estimated to be \$10,710,000. CALTRANS shall directly draw from CMIA funds to cover CALTRANS CONSTRUCTION Support costs for said quality assurance activities and construction administration. This estimated cost is based on the contract documents and detailed in the attached CONSTRUCTION SUPPORT COST SUMMARY.
85. CALTRANS will submit to OCTA monthly reports for estimated CONSTRUCTION Support costs for that time period based on actual expenditures. Detailed supporting information will be provided in that report.

OCTA will notify CALTRANS of a dispute of the detailed information in writing no later than 30 days of receipt of the report.
86. Upon receipt of claim, CALTRANS has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to the funds designed to CALTRANS, reflected on the next report.
87. Costs for OCTA (forces and consultants) CONSTRUCTION Support costs are estimated to be \$13,912,500. OCTA will submit invoices to CALTRANS for OCTA (forces or consultants) CONSTRUCTION Support costs.
88. CONSTRUCTION Support costs will not be eligible for reimbursement until federal funds are approved and only for efforts expended from date of Award of Contract.
89. Revise 2nd para of Article C.x.10 to read: CALTRANS's transfer of funds will not be construed as acceptance of said charges.
90. The following partners will submit invoices for CONSTRUCTION Support:
 - OCTA will invoice CALTRANS
91. PARTNERS will exchange funds for actual costs.

**This agreement is not approvable.
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OCTA will submit to CALTRANS monthly invoices for estimated monthly costs. Detailed supporting information will be provided within seven (7) working days of invoice.

CALTRANS's transfer of funds will not be construed as acceptance of said charges.

CALTRANS will notify OCTA of a disputed invoice in writing no later than 30 days of receipt of the detailed supporting information.

Upon receipt of a claim, OCTA has seven (7) working days to contest said claim. Upon resolution, CALTRANS will make the appropriate credit or debit to funds designated to OCTA, reflected on the next invoice.

After PARTNERS agree that all Scope activities are complete, OCTA will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: CONSTRUCTION Capital

92. The cost of all STATE FURNISHED MATERIAL is a CONSTRUCTION capital cost.

The following activities are designated as STATE FURNISHED MATERIALS and will be provided by OCTA:

- Traffic Management Plan – Public Information	\$1,200,000
- Freeway Patrol Services	\$1,000,000
- City, Police and Support Services	\$ 723,000
- Resident Engineers Office	\$2,000,000

OCTA will invoice CALTRANS for the actual cost of STATE FURNISHED MATERIAL listed above. Total invoiced amount will not exceed the amounts shown above.

SCHEDULE

93. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

94. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the

**This agreement is not approvable.
It must be sent to the HQ Office of Cooperative Agreements for review.**

Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.

95. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
96. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to it's IQA activities.
97. PARTNERS acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation); the governor's Executive Order 2007-S-02-07; the California Transportation Commission (CTC) program guidelines for the applicable program (CMIA, 99, etc.); and PROJECT scope, cost, schedule, and benefit baseline data agreement (BASELINE AGREEMENT). BASELINE AGREEMENT is attached and made a part of this agreement. PROJECT bond funds as identified in this agreement will not exceed funding stated in BASELINE AGREEMENT. Changes to PROJECT funding commitments will require an amendment to BASELINE AGREEMENT and this cooperative agreement.

Right of way purchased using bond funds will become the property of CALTRANS and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

98. Neither OCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless OCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

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99. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by OCTA under or in connection with any work, authority, or jurisdiction conferred upon OCTA under this agreement.

It is understood and agreed that OCTA will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by OCTA under this agreement.

100. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
101. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
102. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
103. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
104. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
105. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
106. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of OCTA will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

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Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

107. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
108. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
109. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
110. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
111. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
112. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

113. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY, CONSTRUCTION SUPPORT COST SUMMARY, BASELINE AGREEMENT, and ORGANIZATION CHART.
114. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

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CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Ahmad Hindiyeh, Project Manager
3355 Michelson Drive, Suite 380
Irvine, California 92612
Office Phone: (949) 724-2465
Mobile Phone: (949) 279-8559
Email: Ahmad_Hindiyeh@dot.ca.gov

The primary agreement contact person for OCTA is:

Niall Barrett, Project Manager
550 South Main Street
Orange, California 92863
Office Phone: (714) 560-5879
Email: NBarrett@octa.net

The billing contact person for CALTRANS is:

Ahmad Hindiyeh, Project Manager
3337 Michelson Drive, Suite 380
Irvine, California 92612
Office Phone: (949) 724-2465
Email: Ahmad.Hindiyeh@dot.ca.gov

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SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ORANGE COUNTY TRANSPORTATION
AUTHORITY

By: _____
Jim Beil
Deputy District Director, Capital Projects
Outlay Program

By: _____
Will Kempton
Chief Executive Officer

CERTIFIED AS TO FUNDS:

By: _____
Kia Mortzavi
Executive Director, Development

By: _____
Neda Saber
District Budgets Manager

APPROVED AS TO FORM AND PROCEDURE

By: _____
Kennard R. Smart, Jr.
AUTHORITY General Counsel

**This agreement is not approvable.
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SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	OCTA	N/A
5					Construction (CON) - 270, 275, 285, 290, 295	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work	X	X	
			05		Resident Engineer's File Review	X	X	
			10		Project Plans, Special Provisions, and Estimate Review	X	X	
			15		Contract Pay Quantities	X	X	
			20		Lines and Grades Control	X	X	
			25		Contractors Falsework Submittals Review	X	X	
			30		Contractors' Trenching and Shoring Submittals Review	X	X	
			35		Shop Plans Review	X	X	
			40		Cost Reduction Incentive Proposals Review	X	X	
			45		Contractors Water Pollution Control Program Review	X		
			50		Technical Support	X	X	
			99		Other Construction Engineering Products	X		
	25				Construction Contract Administration Work	X	X	
		05			Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files	X	X	
			15		Pre-Construction Meeting	X	X	
			20		Progress Pay Estimates	X	X	
			25		Weekly Statement of Working Days	X		
			30		Construction Project Files and General Field Office Clerical Work	X	X	
			35		Labor Compliance Activities	X		
			40		Approved Subcontractor Substitutions	X		
			45		Coordination	X		
			50		Civil Rights Contract Compliance	X		
			99		Other Construction Contract Administration Products	X		
		30			Contract Item Work Inspection	X	X	
			05		Photographed Jobsite and Contractor's Operations	X	X	
			10		Inspection of Contractor's Work for Compliance	X	X	
			15		Contractor's Operations Relative to Safety Requirements Documentation	X	X	
			20		Daily Diary of Contract Operations	X	X	
			25		Punch list	X	X	
		35			Construction Material Sampling and Testing	X	X	
			05		Materials Sampling and Testing for Quality Assurance	X	X	
			10		Plant Inspection for Quality Assurance	X		

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	15	Independent Assurance Sampling and Testing	X	
	20	Source Inspection	X	
	40	Safety and Maintenance Reviews	X	
	45	Relief From Maintenance Process	X	
	55	Final Inspection and Acceptance Recommendation	X	
	60	Plant Establishment Administration	X	
	65	Transportation Management Plan Implementation During Construction	X	X
	70	Updated Environmental Commitments Record	X	
	75	Resource Agency Permit Renewal and Extension Requests	X	X
	80	Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract	X	
	99	Other Construction Engineering and General Contract Administration	X	X
275		Construction Engineering and General Contract Administration of Structures Work	X	X
	10	Office Administration Work for Structures	X	X
	20	Field Administration Work for Structures	X	X
	30	Contract Change Order Inspection for Structures Work	X	X
	40	Safety Tasks for Structures Work	X	X
285		Contract Change Order Administration	X	X
	05	Contract Change Order Process	X	X
	05	Need for Contract Change Order Determination	X	X
	10	Draft Contract Change Order	X	X
	15	Contract Change Order Approval	X	
	20	Payments for Contract Change Order Work	X	X
	10	Functional Support	X	X
	05	Field Surveys for Contract Change Order		X
	10	Staking for Contract Change Order		X
	15	Other Functional Support	X	X
290		Resolve Contract Claims	X	X
	05	Analysis of Notices of Potential Claims	X	X
	10	Supporting Documentation and Responses to Notices of Potential Claims	X	X
	15	Reviewed and Approved Claim Report	X	X
	20	District Claim Meeting or Board of Review	X	X
	25	Arbitration Hearing	X	X
	30	Negotiated Claim Settlement	X	X
	35	Technical Support	X	X
295		Accept Contract, Prepare Final Construction Estimate, and Final Report	X	
	10	Proposed Final Contract Estimate	X	
	15	As-Built Plans	X	
	20	Project History File	X	X
	25	Final Report	X	X
	30	Processed Final Estimate	X	
	35	Certificate of Environmental Compliance	X	
	40	Long Term Environmental Mitigation/Monitoring After Constructino Contract Acceptance.	X	
	45	Post-Construction Traffic Operations Activities	X	
	99	Other Accept Contract/Prepare Final Construction Estimate and Final Report	X	

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FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS	Bond - Corridor Mobility Improvement	\$180,000,000.00	\$24,622,500.00	\$24,622,500.00	\$180,000,000.00	\$200,000,000.00
		Subtotals by Component	\$180,000,000.00	\$24,622,500.00	\$24,622,500.00	\$180,000,000.00	\$,200,000,000.00



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors

From: ^{WK} Wendy Knowles, Clerk of the Board

Subject: Draft Cooperative Agreement with the City of Long Beach for the San Diego Freeway (Interstate 405) West County Connectors Project

Highways Committee Meeting of November 16, 2009

Present: Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, and Pringle

Absent: None

Committee Vote

This item was passed by all Committee Members present.

Directors Mansoor and Norby were not present to vote on this item.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute draft Cooperative Agreement No. C-9-0815 between the Orange County Transportation Authority and the City of Long Beach, in an amount not to exceed \$1,510,000, to be provided by the Orange County Transportation Authority to the City of Long Beach for traffic mitigation measures in relation to the West County Connectors Project.



November 16, 2009

To: Highways Committee

From: Will Kempton, Chief Executive Officer

A handwritten signature in black ink, appearing to read "Will Kempton", is written over the "From:" line. The signature is fluid and cursive.

Subject: Draft Cooperative Agreement with the City of Long Beach for the San Diego Freeway (Interstate 405) West County Connectors Project

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement as part of the San Diego Freeway (Interstate 405) West County Connectors Project. This cooperative agreement is with the City of Long Beach for mitigation measures in relation to the traffic management plan for the west segment of the West County Connectors Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute draft Cooperative Agreement No. C-9-0815 between the Orange County Transportation Authority and the City of Long Beach, in an amount not to exceed \$1,510,000, to be provided by the Orange County Transportation Authority to the City of Long Beach for traffic mitigation measures in relation to the West County Connectors Project.

Discussion

The West County Connectors Project will construct direct high-occupancy vehicle (HOV) connectors from the Garden Grove Freeway (State Route 22) to the San Diego Freeway (Interstate 405), and from Interstate 405 to the San Gabriel River Freeway (Interstate 605), with a second HOV lane in each direction on Interstate 405 between the two direct HOV connectors. The West County Connectors Project includes reconstruction of the Valley View Street, the Seal Beach Boulevard, and the north Interstate 405/west State Route 22 connector overcrossings.

The project is being developed as two separate design and construction segments. The east segment project is from Valley View Street to just east of the Seal Beach Boulevard overcrossing, encompassing the State Route 22/Interstate 405 interchange. The west segment project is from just east of the Seal Beach Boulevard overcrossing to Interstate 605, encompassing the Interstate 405/Interstate 605 interchange.

The West County Connectors Project will reconstruct the north Interstate 405 to west State Route 22 connector bridge to accommodate the proposed additional HOV lanes on Interstate 405. The reconstruction of this bridge necessitates that the connector is closed for approximately one year. As part of the traffic management plan to mitigate the closure of the connector, a network of detour routes will be utilized to alleviate the expected disruption to traffic into the City of Long Beach (City) from the existing connector. The City has agreed to implement the proposed mitigation requirements in time for the closure which is expected to commence in 2010.

A cooperative agreement is now required to define the responsibilities of the Orange County Transportation Authority (Authority) and the City related to the traffic management plan for the West County Connectors Project. The City Council approved the draft cooperative agreement on November 3, 2009.

The draft cooperative agreement (Attachment A) specifies that the City will implement the mitigation measures and the Authority will reimburse the City for actual costs of the mitigation, in a total amount not to exceed \$1,510,000. The draft cooperative agreement includes a description of mitigation measures to be implemented.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-2010 Budget, Development Division, Account 0010-9084/F7210-QPA, and is funded through local and Corridor Mobility Improvement Account funds.

Summary

Staff requests Board of Directors approval for the Chief Executive Officer to execute Cooperative Agreement No. C-9-0815 between the Authority and the City, in an amount not to exceed \$1,510,000, to implement mitigation measures associated with the closure of the north Interstate 405/west State Route 22 connector, as part of the West County Connectors Project.

Attachment

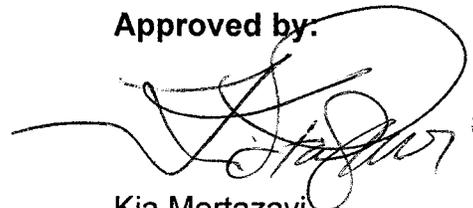
- A. Draft Cooperative Agreement No. C-9-0815 Between Orange County Transportation Authority and City of Long Beach

Prepared by:



Niall Barrett, PE
Project Manager
(714) 560-5879

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

DRAFT

COOPERATIVE AGREEMENT NO. C-9-0815

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LONG BEACH

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THIS AGREEMENT, is made and entered into 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 (herein referred to as "AUTHORITY") and the CITY OF LONG BEACH, 333 West Ocean Boulevard, Long Beach, California 90802, a municipal corporation (herein referred to as "CITY").

RECITALS:

WHEREAS, the AUTHORITY, in cooperation and partnership with the California Department of Transportation (herein referred to as "STATE") is proposing to implement capacity and operational improvements on the San Diego Freeway (I-405) that will link High Occupancy Vehicle (HOV) lanes with those on the Garden Grove Freeway (SR-22) and San Gabriel River Freeway (I-605) to create a seamless HOV connection amongst the three freeways (herein referred to as "PROJECT"); and

WHEREAS, the PROJECT will add direct HOV bridge connectors, add an additional HOV lane on I-405 between SR-22 and I-605, extend HOV lanes on SR-22 to I-405, extend HOV lanes on I-605 to I-405, demolish and reconstruct overcrossings, reconstruct on-ramps and off-ramps, and other improvements; and

WHEREAS, this Cooperative Agreement defines the specific terms, conditions, and funding responsibilities between the AUTHORITY and CITY for completion of final design and construction for PROJECT.

1 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on the ____ day
2 of _____, 2009; and

3 **WHEREAS**, the CITY's City Council approved this Agreement on the ____ day of
4 _____, 2009; and

5 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
6 follows:

7 **ARTICLE 1. COMPLETE AGREEMENT**

8 This Agreement, including any attachments incorporated herein and made applicable
9 by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of
10 this agreement between AUTHORITY and CITY and it supersedes all prior representations,
11 understandings, and communications. The invalidity in whole or in part of any term or condition of
12 this Agreement shall not affect the validity of other term(s) or conditions(s).

13 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

14 AUTHORITY agrees to the following responsibilities for PROJECT:

15 A. To provide staff to manage and oversee final engineering design and STATE's
16 construction of PROJECT.

17 B. To perform right of way acquisition and certification for PROJECT performed by
18 AUTHORITY.

19 C. To monitor all PROJECT activities to ensure that the approved PROJECT schedule,
20 quality, and budget goals are met.

21 D. To prepare a Transportation Management Plan (TMP) for CITY review that addresses
22 construction-related impacts to existing CITY street traffic. The TMP includes normal traffic handling
23 requirements during PROJECT construction including staging, lane closures, re-striping, detours, and
24 signalization, and will specify requirements for communicating with the public and local agencies during
25 construction. AUTHORITY will adhere to and will require STATE to adhere to the approved TMP.
26

1 E. To reimburse CITY for actual costs, within 30 days of an acceptable invoice, for
2 providing police services for traffic management, as requested by the Project Resident Engineer, for
3 PROJECT. Ongoing police services related to traffic management will require prior approval by the
4 Project Resident Engineer.

5 F. To reimburse CITY for actual costs, within 30 days of receipt of an acceptable invoice,
6 for providing traffic engineering services (including staff overhead and third party traffic signal
7 maintenance service costs contracted out by CITY) and any modifications to streets, intersections,
8 signals, etc. required to address traffic impacts during construction.

9 G. CITY will be reimbursed for police and other support services, as described in Article
10 2, Sections E and F, in an amount not to exceed \$360,000. This cost will not be exceeded without the
11 prior written amendment to this Agreement, which approval shall not be unreasonably withheld, it being
12 understood that this amount is an estimate based on the as-needed and sporadic nature of the services
13 and is subject to update.

14 H. To pay CITY a total amount of \$250,000 as mitigation for CITY street pavements that
15 are determined to need repair due to the long-term signed freeway detours from PROJECT on CITY
16 streets. AUTHORITY will not be obligated to pay for any additional costs beyond this amount for any
17 deterioration of CITY streets due to PROJECT.

18 I. To pay CITY a total amount of \$900,000 as mitigation for CITY to construct various
19 CITY facilities, listed in Attachment A - City Mitigation Measures, to improve traffic handling capabilities
20 on streets impacted by proposed PROJECT detour routes. AUTHORITY will not be obligated to pay for
21 any additional costs for any operation or maintenance of these facilities.

22 J. To implement a Public Awareness Campaign (PAC) during PROJECT construction
23 that advises CITY, local businesses, residents, elected officials, motorists, and media, of constructor
24 status, street detours, and ramp and freeway closures.
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1 **ARTICLE 3. RESPONSIBILITIES OF CITY**

2 CITY agrees to the following responsibilities for PROJECT:

3 A. To collaborate and cooperate with AUTHORITY and STATE staff, and design
4 consultants, and contractors during design and construction of PROJECT.

5 B. To design, construct, operate and maintain the list of facilities in Attachment A and other
6 CITY traffic handling facilities in a manner that will reduce the impacts of traffic during construction of
7 the PROJECT. These facilities will be constructed by the CITY and will be operational before the first
8 detour route is implemented as part of the PROJECT, which is expected to be the closure of the North
9 I-405/West SR-22 connector bridge, scheduled to begin in June 2010, and will remain in operation for
10 the duration of the PROJECT.

11 C. To review and concur with the Transportation Management Plan (TMP) prepared by
12 AUTHORITY that addresses construction-related impacts to existing CITY street traffic. The TMP
13 includes normal traffic handling requirements during PROJECT construction including staging, lane
14 closures, restriping, detours, and signalization, and will specify requirements for communicating with the
15 public and local agencies during construction. Concurrence of TMP by the CITY will not be
16 unreasonably withheld.
17

18 D. To issue no fee permits for work done by STATE contractor within CITY jurisdiction
19 within thirty (30) days from request and not cause delay to PROJECT's construction schedule.

20 E. To cooperate with AUTHORITY for the relocation, protection, and construction of utilities
21 within CITY, including any utilities that are the subject of a franchise agreement. However, the CITY
22 does not guarantee performance of its franchisees in connection with relocating utilities.

23 F. Upon completion and acceptance of work done by STATE contractor within CITY
24 jurisdiction, the improvements will be turned over to CITY. CITY will not withhold its acceptance of work
25 due to any unreasonable requirements.

26 G. To submit monthly invoices to AUTHORITY for actual costs incurred by CITY for police
and other support services, as described in Article 2, Sections E and F. These costs will be reimbursed

1 via the STATE and are therefore subject to Federal contract guidelines. Any costs in excess of the
2 amounts specified herein shall not be incurred without a written amendment to this Agreement. CITY
3 shall submit final invoice no later than ninety (90) days after final acceptance of PROJECT. Invoices
4 shall be submitted in duplicate to AUTHORITY's Program Manager. Each invoice shall reference this
5 Agreement number; specify the work for which payment is being requested, the time period covered by
6 the invoice, the amount of payment requested, staff name and hourly rate, if appropriate, and support
7 documentation for all expenses invoiced.

8 **ARTICLE 4. AUDIT AND INSPECTION**

9 AUTHORITY and CITY shall maintain a complete set of records in accordance with generally accepted
10 accounting principles. Upon reasonable notice, AUTHORITY shall permit the authorized
11 representatives of the CITY to inspect and audit all work, materials, payroll, books, accounts, and other
12 data and records of AUTHORITY for a period of four (4) years after final payment, or until any on-going
13 audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of
14 CITY's payment of AUTHORITY's final billing (so noted on the invoice) under this Agreement. CITY
15 shall have the right to reproduce any such books, records, and accounts. The above provision with
16 respect to audits shall extend to and/or be included in contracts with AUTHORITY's contractor.
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18 **ARTICLE 5. INDEMNIFICATION**

19 A. AUTHORITY shall defend, indemnify and hold harmless the CITY, its officers, agents,
20 elected officials, and employees, from all liability, claims, losses and demands, including defense costs
21 and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts
22 or omissions of AUTHORITY, its officers, agents, or employees, in the performance of the Agreement,
23 excepting acts or omissions direction by the CITY, its officers, agents, or employees, acting within the
24 scope of their employment, for which the CITY agrees to defend and indemnify AUTHORITY in a like
25 manner. This indemnity shall survive even after the termination of this Agreement.

26 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

1 and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts
2 or omissions of CITY, its officers, agents, or employees, in the performance of the Agreement,
3 excepting acts or omissions direction by the AUTHORITY, its officers, agents, or employees, acting
4 within the scope of their employment, for which the AUTHORITY agrees to defend and indemnify CITY
5 in a like manner. This indemnity shall survive even after the termination of this Agreement.

6 **ARTICLE 6. ADDITIONAL PROVISIONS**

7 A. This agreement is null and void if PROJECT is not funded. Once PROJECT is funded
8 AUTHORITY agrees to pay CITY \$600,000 as up-front payment for construction of various CITY
9 facilities, as described in Article 2, Section I, and listed in Attachment A – City Mitigation Measures. The
10 remaining \$300,000 for the CITY facilities will be paid upon receipt of a request by the CITY to the
11 AUTHORITY for these funds, to be made once the CITY has spent the \$600,000 up-front payment.

12 B. The \$250,000 for CITY street pavements, as described in Article 2, Section H, shall be
13 paid upon completion of the closure of the north I-405/west SR-22 connector.

14 C. AUTHORITY and CITY shall comply with all applicable federal, state, and local laws,
15 statutes, ordinances and regulations of any governmental authority having jurisdiction over the
16 PROJECT.

17 D. Notification and mailing address:

18 Any notices, requests, or demands made between the parties pursuant to this Agreement are to
19 be directed as follows:
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1 To CITY:	To AUTHORITY:
2 City of Long Beach	Orange County Transportation Authority
3 333 West Ocean Blvd 4 Long Beach, CA 90802	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
6 Attention: Dave Roseman 7 City Engineer 8 562-570-6665	Attention: Meena Katakia Manager, Contracts & Procurement 714-560-5743

10 E. This Agreement shall continue in full force and effect through final acceptance of
11 PROJECT by AUTHORITY, or until December 31, 2014 whichever is later. This Agreement may be
12 extended at the mutual consent of both parties.

13 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-8015 to be executed
14 on the date first written above.

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CITY OF LONG BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Bob Foster
Mayor

Will Kempton
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

Larry Herrera
City Clerk

Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: _____

By: _____

Robert Shannon
City Attorney

Kia Mortazavi
Executive Director, Development

Dated: _____

Dated _____

Cooperative Agreement No. C-9-0815, Attachment A – City Mitigation Measures

1. Element 1: Studebaker Road. Traffic Mitigations. OCTA agrees to provide funding for new signal interconnect on Studebaker Road. between Los Arcos Street. and the State Route 22 west on ramp (ten signals), and from Loynes Drive to 2nd Street (two signals).
Cost is \$600,000.
2. Element 2: East 2nd Street traffic mitigations. OCTA agrees to provide funding for an additional lane at west 2nd Street and north Studebaker Road, and provide advance loops for system detection east of the intersection for traffic going from east on 2nd Street to north on Studebaker Road.
Cost is \$100,000
3. Element 3: Palo Verde Avenue. traffic mitigations. OCTA agrees to provide funding for signal interconnect from the northbound Interstate 405 off ramp at Palo Verde Avenue to the intersection of Palo Verde Avenue and Stearns Street (three signals), and expand the Long Beach adaptive control system to include traffic signals along Palo Verde Avenue from Willow Street to Stearns Street.
Cost: is \$200,000

Total Cost \$900,000.



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Renewed Measure M Environmental Mitigation Program
Memorandum of Agreement and Planning Agreement

Transportation 2020 Committee Meeting of November 16, 2009

Present: Directors Amante, Brown, Buffa, Cavecche, Dixon, and Pringle
Absent: Director Campbell

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Memorandum of Agreement No. C-9-0278 with the United States Fish and Wildlife Service, the California Department of Fish and Game, and the California Department of Transportation to authorize the conservation planning efforts.

- B. Authorize the Chief Executive Officer to negotiate and execute Planning Agreement No. C-9-0279 with the California Department of Transportation, the California Department of Fish and Game, and the United States Fish and Wildlife Service to authorize the conservation planning efforts.



November 16, 2009

To: Transportation 2020 Committee

From: *for: WJK*
Will Kempton, Chief Executive Officer

Subject: Renewed Measure M Environmental Mitigation Program
Memorandum of Agreement and Planning Agreement

Overview

Renewed Measure M includes a comprehensive Environmental Mitigation Program to address environmental impacts of the 13 freeway projects. Subject to a master agreement between the Orange County Transportation Authority and state and federal resource agencies, at least 5 percent of the freeway project funds will be allocated toward a comprehensive mitigation program. A memorandum of agreement and an associated planning agreement to create a Natural Community Conservation Plan/Habitat Conservation Plan have been developed. These agreements are presented for Board of Directors' approval.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Memorandum of Agreement No. C-9-0278 with the United States Fish and Wildlife Service, the California Department of Fish and Game, and the California Department of Transportation to authorize the conservation planning efforts.
- B. Authorize the Chief Executive Officer to negotiate and execute Planning Agreement No. C-9-0279 with the California Department of Transportation, the California Department of Fish and Game, and the United States Fish and Wildlife Service to authorize the conservation planning efforts.

Background

On November 7, 2006, nearly 70 percent of Orange County voters approved the renewal of Measure M, a half-cent local transportation sales tax, for an additional 30 years beginning in 2011 until 2041. Renewed Measure M (M2) includes a Freeway Environmental Mitigation Program (Mitigation Program).

This will provide for comprehensive mitigation of the environmental impacts of freeway improvements using 5 percent of M2 freeway program revenue. The Mitigation Program is designed to help deliver the 13 M2 freeway projects through a cooperative process that is supported by state and federal resource agencies. It was launched in the fall of 2007 with the creation of the Environmental Oversight Committee (EOC). The function of the EOC is to provide guidance on program design and funding recommendations. The Orange County Transportation Authority (OCTA) Board of Directors (Board) Patricia Bates chairs the EOC and is joined on the EOC by OCTA Board Director Cathy Green. The Transportation 2020 Committee (T2020) and the Board must ultimately consider and approve any program, policy, or funding recommendations developed by the EOC.

Discussion

Staff has worked closely with the California Department of Fish and Game (CDFG), United States Fish and Wildlife Service (USFWS), and the California Department of Transportation (Caltrans) to seek a method by which streamlined project approvals could be acquired for the freeway program. It was concluded that in order to ensure approval of the freeway projects, the Natural Community Conservation Plan (NCCP) and Habitat Conservation Plan (HCP) would be developed. The NCCP is a state conservation document pursuant to the California Endangered Species Act, and the HCP is a federal conservation document in accordance with the federal Endangered Species Act.

As part of the NCCP/HCP process, a planning agreement is required between OCTA, CDFG, USFWS, and Caltrans to define roles and responsibilities. The process also involves a memorandum of agreement (MOA) between the parties, which was called for in the M2 Ordinance No. 3.

On March 16, 2009, an overview of the Mitigation Program NCCP/HCP process was presented to the T2020 along with draft versions of the MOA and planning agreement. The T2020 recommended approval of the draft MOA and planning agreement and the Board subsequently approved the draft agreements at the March 23, 2009, meeting. Upon approval of the draft planning agreement, on April 6, 2009, the CDFG released a notice of availability of proposed planning agreement for a 21-day public review period.

The final MOA and final planning agreement are included as Attachments A and B. Both documents have been reviewed and concurred by the involved parties. These documents remain largely unchanged from the March 2009 draft versions. During the review by the resource agencies and Caltrans, some editorial and formatting refinements to the standard language of the agreements were made. One notable exception was the modification of the

terms of the planning agreement from 36 months to 48 months to allow adequate time to complete the NCCP/HCP.

Next Steps

The MOA and planning agreement do not have any fiscal impacts. Upon execution of a separate cooperative agreement, OCTA will provide CDFG staffing resources to provide participation and oversight on the development of the NCCP/HCP. Any future financial commitments will be addressed in a separate, future cooperative agreement.

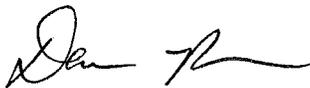
Summary

Staff is recommending authorization for the Chief Executive Officer to negotiate and execute the final MOA and final planning agreement. These agreements set in motion the conservation planning efforts to address environmental impacts from the 13 M2 freeway projects.

Attachments

- A. Memorandum of Agreement No. C-9-0278 Among the Orange County Transportation Authority, the United States Fish and Wildlife Service, the California Department of Fish and Game, and the California Department of Transportation Regarding the Mitigation for Freeway Improvement Projects Under the Renewed Measure M Ordinance Environmental Mitigation Program
- B. Planning Agreement No. C-9-0279 Among the Orange County Transportation Authority, the California Department of Transportation, the California Department of Fish and Game, and the United States Fish and Wildlife Service for the Orange County Transportation Authority/California Department of Transportation Natural Community Conservation Plan/Habitat Conservation Plan

Prepared by:



Dan Phu
Section Manager, Project Development
(714) 560-5907

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

**Memorandum of Agreement No. C-9-0278
Among the Orange County Transportation Authority,
the United States Fish and Wildlife Service,
the California Department of Fish and Game, and
the California Department of Transportation
Regarding the Mitigation for Freeway Improvement Projects Under the
Renewed Measure M Ordinance Environmental Mitigation Program**

WHEREAS, in 2006 the Renewed Measure M Transportation Ordinance and Investment Plan was approved by the voters of Orange County California to provide for the continuation of a half-cent transportation transaction and use tax for an additional 30 years;

WHEREAS, Renewed Measure M includes a list of thirteen freeway improvement projects that are intended to improve the quality of life by increasing the mobility of people and goods throughout the region;

WHEREAS, Renewed Measure M establishes an Environmental Mitigation Program that will provide for the allocation of at least 5 percent of net freeway program revenues for environmental mitigation of freeway projects (estimated at \$243.5 million);

WHEREAS, the early acquisition/restoration and management of high quality habitat is more cost-effective and more beneficial biologically than project-by-project mitigation;

WHEREAS, Renewed Measure M is intended to provide for early large-scale acquisition/restoration and management of important habitat areas for sensitive species and to create a reliable approach for funding required mitigation for future transportation improvements, thereby enabling the purchase of habitat that may become more scarce in the future, reducing future costs, and accelerating project delivery;

WHEREAS, USFWS has jurisdiction over the conservation, protection, restoration, enhancement, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species pursuant to the provisions of various federal laws including the Endangered Species Act ("ESA") and the Fish and Wildlife Coordination Act ("FWCA");

WHEREAS, CDFG is a department of the California Resources Agency with jurisdiction over the conservation, protection, restoration, enhancement and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of those species under various state laws, including the California Endangered Species Act ("CESA") and the Natural Community Conservation Planning Act ("NCCPA");

WHEREAS, the Orange County Transportation Authority (OCTA) has been designated by the Orange County Board of Supervisors as the authority responsible for implementing Renewed Measure M;

WHEREAS, the California Department of Transportation (Caltrans) is the owner-operator of the state highway system and is the lead agency under the California Environmental Quality Act ("CEQA") and is the current lead agency under the National Environmental Policy Act ("NEPA") for project on the state highway system;

WHEREAS, the Parties have determined that entering into this MOA does not constitute the adoption of, or a commitment to carry out, the mitigation plan as those terms are used in CEQA, that entering into this MOA does not constitute a major federal action significantly affecting the human environment as those terms are used in the NEPA and that completion of CEQA and NEPA compliance, where applicable, is a condition precedent to any party being committed to carry out any obligations set forth in this MOA;

NOW, THEREFORE, BE IT RESOLVED that the Parties agree to implement the Environmental Mitigation Program as follows:

1. OCTA will develop a Habitat Conservation Plan/Natural Community Conservation Plan ("HCP/NCCP") that will include a conservation strategy to fully mitigate adverse effects to sensitive species and habitat as a result of construction of the freeway improvement projects.

2. The Parties intend to execute an HCP/NCCP planning agreement (Attachment B) that will outline the roles and responsibilities of each Party in the development and review of the OCTA HCP/NCCP.

3. The non-federal Parties agree to work closely together through the Environmental Oversight Committee, and USFWS agrees to provide technical assistance to the Environmental Oversight Committee, to develop guidelines and criteria for directing habitat acquisition and/or restoration under Renewed Measure M as part of the conservation strategy for the OCTA HCP/NCCP.

4. OCTA has adopted a plan of finance that will allow Renewed Measure M funds to be expended on habitat acquisition and/or restoration by 2013. Expenditures for sensitive species habitat may commence upon execution of the MOA and the HCP/NCCP planning agreement by the Parties.

5. OCTA will receive advance credit for acquisition and/or restoration of sensitive species habitat that occurs prior to the permitting of the 13 freeway improvement projects, to the extent provided in the HCP/NCCP planning agreement.

6. Regulatory assurances for Renewed Measure M projects will be provided through the issuance of ESA and NCCP Act permits for the OCTA HCP/NCCP, provided that USFWS and CDFG determine that their respective permit issuance criteria have been satisfied by the OCTA HCP/NCCP.

7. In developing the HCP/NCCP, OCTA will determine the implementing structure for long-term management and monitoring of habitat acquired through the Environmental Mitigation Program, including selecting the entity that will oversee management and monitoring of the habitat areas. OCTA will work closely with Caltrans, USFWS, and CDFG in the development of the habitat management program.

8. USFWS and CDFG, will cooperate with Caltrans and/or OCTA, as appropriate, during the permitting process for Renewed Measure M projects impacting wetlands and waters of the United States regulated by the U.S. Army Corps of Engineers ("Corps"), the Environmental Protection Agency ("USEPA"), the Regional Water Quality Control Boards ("RWQCB" [i.e., Santa Ana RWQCB and San Diego RWQCB]), and CDFG in the interest of ensuring that OCTA habitat acquisitions and/or restoration in wetland habitat prior to the wetland permitting process receive credit, as appropriate, by those agencies when developing wetland banking agreements, master streambed alteration agreements, regional general permits, and other appropriate permits or mechanisms.

9. Subject to Section 14, the signatories agree in good faith to provide the resources necessary to implement the provisions of this MOA. Nothing in this MOA shall be construed; however, as obligating the signatories to expend funds, or for the future payment of money, in excess of appropriations authorized by law.

10. This MOA is not intended, and shall not be construed, to modify any existing or subsequently amended law, rule, regulation, or other legal authority, or requirements established thereunder.

11. The Parties' execution of this MOA and participation in the development of the NCCP/HCP is voluntary. The Parties recognize that participation in this MOA or in the NCCP/HCP planning process does not constitute, expressly or implicitly, an authorization by either of the wildlife agencies to take any species listed under CESA or the FESA or endorsement by the wildlife agencies of the covered activities or of the adequacy of the future NCCP/HCP under federal and state law.

12. This MOA may be amended only with the written consent of all of the Parties.

13. Any Party may withdraw from this MOA upon 30 days written notice to the other Parties.

14. Implementation of this MOA by the USFWS is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Planning Agreement is intended or shall be construed by the Parties to require the obligation, appropriation, or expenditure of money from the U.S Treasury. The Parties acknowledge that USFWS will not be required under this MOA to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit such expenditures as evidenced in writing.

15. No member of or delegate to Congress will be entitled to any share or part of this Planning Agreement, or to any benefit that may arise from it.

Nothing in this MOA shall supersede those provisions adopted by the voters in 2006 under the Renewed Measure M Transportation Ordinance and Investment Plan.

Signatures of all parties are on the next page; page number 5.

UNITED STATES FISH AND WILDLIFE SERVICE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Jim A. Bartel
Field Supervisor, Carlsbad Fish
and Wildlife Office

By: _____
Will Kempton
Chief Executive Officer

Date: _____

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

APPROVED AS TO FORM:

By: _____
Kevin Hunting
Deputy Director

By: _____
Kennard R. Smart, Jr.
General Counsel

Date: _____

Date: _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

APPROVAL RECOMMENDED:

By: _____
Cindy Quon
D12 District Director

By: _____
Kia Mortazavi
Executive Director, Development

Date: _____

Date: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
Glenn Mueller
Assistant Chief Counsel

Date: _____

Planning Agreement No. C-9-0279
Among the Orange County Transportation Authority,
the California Department of Transportation,
the California Department of Fish and Game, and
the United States Fish and Wildlife Service
for the Orange County Transportation Authority/
California Department of Transportation
Natural Community Conservation Plan/
Habitat Conservation Plan

IS AVAILABLE ON THE OCTA WEBSITE (www.OCTA.net)

AND AVAILABLE UPON REQUEST

FROM THE CLERK OF THE BOARD'S OFFICE

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**Orange County Transportation Authority Habitat Conservation Plan
(HCP)/Natural Community Conservation Plan (NCCP)
Planning Agreement**

This Planning Agreement regarding the planning and preparation of the Orange County Transportation Authority Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP) is entered into as of the Effective Date by and among the Orange County Transportation Authority (OCTA), the California Department of Transportation (Caltrans), the California Department of Fish and Game (CDFG), and the United States Fish and Wildlife Service (USFWS). These entities are referred to collectively as "Parties" and each individually as a "Party." CDFG and USFWS are referred to collectively as "Wildlife Agencies."

1.0 Definitions

Terms used in this Planning Agreement that are defined in the Natural Community Conservation Planning Act (NCCPA) have the meanings set forth in Fish and Game Code section 2805. The following terms as used in this Planning Agreement will have the meanings set forth below.

- 1.1 "CEQA" means the California Environmental Quality Act, Public Resources Code, section 21000, *et seq.*
- 1.2 "CESA" means the California Endangered Species Act, California Fish and Game Code, section 2050 *et seq.*
- 1.3 "Covered Activities" means the activities that will be addressed in the Plan and for which OCTA and Caltrans will seek an NCCP permit pursuant to Fish and Game Code, section 2835 and an incidental take permit pursuant to section 10 of FESA.
- 1.4 "Covered Species" means those species, both listed and non-listed, conserved and managed under an approved Plan that may be authorized for take under state and federal laws.
- 1.5 "Effective Date" means the date on which this Planning Agreement has been executed by the Parties.
- 1.6 "FESA" means the Federal Endangered Species Act, 16 United States Code section 1530, *et seq.*
- 1.7 "Habitat Conservation Plan" or "HCP" means a conservation Plan prepared pursuant to section 10(a)(1)(B) of the FESA.

- 1.8 "Implementing Agreement" or "IA" means the agreement required pursuant to Fish and Game Code section 2820, subdivision (b) and authorized under 16 U.S.C. section 1539 (a)(2)(B) which defines the terms for implementing the Plan.
- 1.9 "Incidental take permit" or "ITP" means a permit issued under section 10 of the FESA to private parties undertaking otherwise lawful projects that might result in the take of an endangered or threatened species.
- 1.10 "Listed Species" means those species designated as candidate, threatened or endangered pursuant to CESA and/or listed as threatened or endangered under the FESA.
- 1.11 "Natural Community Conservation Plan" or "NCCP" means a conservation Plan created pursuant to Fish and Game Code, section 2801, *et seq.*
- 1.12 "NCCP Act" means the Natural Community Conservation Planning Act, Fish and Game Code section 2800 *et seq.*
- 1.13 "NEPA" means the National Environmental Policy Act, 42 United States Code section 4321 *et seq.*
- 1.14 "Party" means an entity that is a signatory to this Planning Agreement. Such entities may be referred to individually as "Party" or collectively as "Parties."
- 1.15 "Planning Area" means the geographic area proposed to be addressed in the NCCP/HCP as described in Section 4.1 and shown in Exhibit A.
- 1.16 "Renewed Measure M" means the Orange County Renewed Measure M Transportation Ordinance and Investment Plan. See Exhibit C.
- 1.17 "Section 7" means 16 United States Code section 1536.
- 1.18 "Section 10" means 16 United States Code section 1539.

2.0 Background

2.1 Natural Community Conservation Planning Act

The NCCPA was enacted to encourage broad-based planning to provide for effective protection and conservation of the state's wildlife resources while continuing to allow appropriate development and growth. The purpose of the NCCP is to provide for the conservation of biological diversity by protecting biological communities at the ecosystem and landscape scale. Conservation of biological diversity includes protecting sensitive and more common species, natural communities, and the ecological processes necessary to sustain the

ecosystem over time. An NCCP identifies and provides for the measures necessary to conserve and manage natural biological diversity within the Planning Area, while allowing compatible and appropriate economic development, growth, and other human uses.

2.2 Purposes of NCCP Planning Agreement

The purposes of NCCP Planning Agreement are to:

- Define the Parties' goals and obligations with regard to development of a Plan;
- Define the geographic scope of the conservation Planning Area;
- Identify a preliminary list of natural communities and species expected to be found in those communities, that are intended to be the initial focus of the Plan;
- Identify preliminary conservation objectives for the Planning Area;
- Establish a process for the inclusion of independent scientific input into the planning process;
- Ensure coordination among the Wildlife Agencies;
- Establish a process to review interim development within the Planning Area that will help achieve the preliminary conservation objectives and preserve options for establishing a viable reserve system or equivalent long term conservation measures; and
- Ensure public participation and outreach throughout the planning process.
- Establish a process to ensure funding of the mitigation measures identified in the NCCP/HCP are consistent with Renewed Measure M.

2.3 Compliance with CESA and FESA

The Planning Area contains valuable biological resources, including native species of fish and wildlife and their habitat. Among the species within the Planning Area are certain species that are protected, or may be protected in the future, under CESA or the FESA. The Parties intend for the Plan to satisfy the requirements for an HCP under section 10(a)(1)(B) of FESA, and an NCCP under the NCCPA, to serve as the basis for take authorizations under both Acts.

The NCCPA provides that after the approval of an NCCP, CDFG may permit the taking of any identified species, listed or non-listed, whose conservation and management is provided for in the NCCP. Take of state-listed species may be authorized pursuant to CESA during development of the Plan. After approval of the Plan, state authorized take may be provided pursuant to the NCCPA.

FESA provides that after the approval of an HCP, USFWS may permit the taking of wildlife species covered in the HCP, provided that the HCP meets the requirements of section 10(a)(2)(A) and (B) of FESA. Take authorization for federally listed wildlife species covered in the HCP is effective upon approval of the HCP and issuance of an incidental take permit (ITP). Take authorization for

non-listed wildlife species covered in the HCP becomes effective if and when the species is listed pursuant to FESA. Incidental take of listed plant species is generally not prohibited under FESA and cannot be authorized under Section 10(a)(1)(B). However, certain plant species are included on the list of Covered Species proposed for coverage under the NCCP/HCP and are intended to be included on the list of Covered Species on the federal incidental take permit in recognition of the conservation benefits that will be provided for those species under the NCCP/HCP. Take authorization during Plan preparation for wildlife species listed pursuant to FESA, subject to compliance with applicable statutory and regulatory requirements, will be provided pursuant to individual permits issued pursuant to section 10(a)(1)(B), or consultations under section 7 of FESA.

2.4 Section 7 of FESA

To the extent allowed under existing federal law and regulations, the Parties intend that the measures adopted to meet the regulatory standards that govern approval of the NCCP/HCP under the ESA by USFWS, will, upon approval of the NCCP/HCP and issuance of an ITP by USFWS, be the same or consistent with the measures to be incorporated into biological opinions associated with future section 7 consultations between USFWS and a federal action agency regarding Covered Activities that may adversely affect listed Covered Species or critical habitat but are not likely to jeopardize the continued existence of such species or result in the destruction or adverse modification of the designated critical habitat of such species.

2.5 Concurrent Planning for Wetlands and Waters of the United States

OCTA and Caltrans intend to address impacts to wetlands and waters of the United States and changes to the bed, bank or channel of rivers, streams and lakes resulting from Covered Activities. Based on the NCCP/HCP, OCTA and Caltrans may seek future programmatic permits under the Clean Water Act and/or Fish and Game Code section 1600 *et seq.* as necessary for Covered Activities. The Parties agree to work together to explore the feasibility of undertaking concurrent but separate planning regarding these permits. Such programmatic permits or other forms of authorization are not necessary, however, for approval of the NCCP/HCP or for issuance of take permits.

2.6 Assurances

2.6.1 Regulatory Assurances Under FESA

Pursuant to 50 C.F.R. §§ 17.22(b)(5) and 17.32(b)(5) and upon approval of the HCP and issuance of an incidental take permit for Covered Activities, USFWS will extend regulatory assurances to OCTA and Caltrans that the USFWS will not require the commitment of additional land, water, or financial compensation or additional restrictions on the use of land, water, or other natural resources beyond the level otherwise agreed upon for Covered Species, without the consent of OCTA and Caltrans.

2.6.2 Regulatory Assurances Under the NCCP Act

If the OCTA and Caltrans NCCP/HCP meets the criteria for issuance of an NCCP permit under section 2835 of the Fish and Game Code, CDFG will approve the NCCP and provide assurances consistent with its statutory authority upon issuance of the NCCP permit. Under section 2820(f) of the Fish and Game Code, CDFG may provide assurances for Plan participants commensurate with the level of long-term conservation and associated implementation measures provided in the Plan. In order to ensure that regulatory assurances are legally binding, such provisions will be included in an Implementing Agreement.

3.0 Planning Goals

The planning goals for the OCTA and Caltrans NCCP/HCP include the following:

- Provide for the conservation and management of Covered Species within the Planning Area;
- Preserve, restore and enhance aquatic, riparian and terrestrial natural communities and ecosystems that support Covered Species within the Planning Area;
- Implement Covered Activities in a manner that complies with applicable state and federal fish and wildlife protection laws, including CESA and the FESA;
- Provide a basis for permits necessary to lawfully take Covered Species;
- Provide a comprehensive means to coordinate and standardize mitigation and compensation requirements of FESA, NCCPA, CEQA, and NEPA regarding the impacts of Covered Activities on the Covered Species within the Planning Area;
- Provide an accounting process that will document the net environmental benefits from the NCCP/HCP in exchange for streamlined and timely approval of permits for the Renewed Measure M freeway program;
- Provide a less costly, more efficient project review process that results in greater conservation values than project-by-project, species-by-species review; and,
- Provide clear expectations and regulatory predictability for the entities carrying out covered activities within the Planning Area.

4.0 Planning Area and Plan Participants

As part of this planning process, OCTA and Caltrans have committed to undertake a collaborative, comprehensive approach to protecting the Planning Area's ecologically significant resources, including candidate, threatened and endangered species and their habitats, and open space, and to ensure that the

Covered Activities comply with applicable federal and state laws. The permittees will be OCTA, as a sponsor of the Renewed Measure M freeway project, and Caltrans, as the owner and operator of the state highway system. The Renewed Measure M Transportation Investment Plan (attachment to Ordinance [Exhibit C]) outlined the planning goals. The Transportation Investment Plan states that OCTA will fund 13 freeway improvement projects, and (subject to a Master Agreement) includes an innovative environmental mitigation program (funded with a minimum of 5% of freeway program funds) to provide for comprehensive mitigation of environmental impacts of freeway improvements. It further elaborates that the higher-value environmental benefits will be provided in exchange for streamlined project approvals for the freeway program as a whole. OCTA will be responsible for funding and implementing the environmental mitigation program. OCTA and Caltrans intend to implement the Plan to conserve biological resources while undertaking public infrastructure projects.

4.1 Geographic Scope

The Planning Area includes all of Orange County (Exhibit A). This Plan is meant to complement existing Orange County planning efforts of the Central Coastal NCCP/HCP and the Southern Orange County HCP. Because large blocks of unprotected land occur outside these planning areas (e.g., Northeast Orange County, and south coast cities including San Juan Capistrano, that are affected by future Renewed Measure M projects) this Plan will complement existing conservation planning in Orange County by preserving significant wildlands not yet protected under these regional plans.

Regardless of the scope of the Planning Area, nothing in this Planning Agreement shall be construed to limit the consideration of the acquisition of adjacent areas outside of Orange County that are appropriate for preserve design purposes provided OCTA and Caltrans meet their conservation and mitigation objectives within the Planning Area and the adjacent lands complement the reserve design.

4.2 Orange County Transportation Authority

OCTA, the local sponsor of the Plan, is a multi-modal transportation agency formed in 1991 to serve Orange County through the consolidation of seven transportation agencies. Capital improvements to various freeways within the county are included as part of the Renewed Measure M sales tax initiative.

4.3 California Department of Transportation

Caltrans, also a Plan sponsor, is the owner and operator of the state highway system. Caltrans is the lead agency under CEQA and NEPA (pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users [SAFETEA-LU] federal transportation bill Sections 6004 and 6005), for environmental compliance of each individual freeway project. Caltrans will be an active partner in the development of the NCCP/HCP.

4.4 California Department of Fish and Game

CDFG is the agency of the State of California authorized to act as trustee for the state's wildlife. CDFG is authorized to approve NCCPs pursuant to the NCCPA, administer and enforce CESA, NCCPA, and other provisions of the Fish and Game Code, and enter into agreements with federal and local governments and other entities for the conservation of species and habitats pursuant to CESA and the NCCPA .

4.5 United States Fish and Wildlife Service

The USFWS is an agency of the United States Department of the Interior authorized by Congress to administer and enforce the ESA with respect to terrestrial wildlife, non-anadromous fish species, insects and plants, and to enter into agreements with states, local governments, and other entities to conserve threatened, endangered, and other species of concern. The NCCPA and this Planning Agreement require coordination with USFWS with respect to the FESA.

5.0 Preliminary Conservation Objectives

The preliminary conservation objectives the Parties intend to achieve through the NCCP/HCP are to:

- Provide for the protection of species, natural communities, and ecosystems on a landscape level;
- Protect threatened, endangered or other special status plant and animal species;
- Identify and designate biologically sensitive habitat areas;
- Reduce the need to list additional species;
- Set forth species specific goals and objectives;
- Set forth specific habitat-based goals and objectives expressed in terms of amount, quality, and connectivity of habitat;
- Provide meaningful comprehensive mitigation for impacts to Covered Species and the natural communities and ecosystems that support the Covered Species;
- Provide for habitat connectivity to ensure reserves maintain their biological functions and values;
- Preserve and provide for the protection and recovery of Covered Species and associated natural communities and ecosystems that occur within the Planning Area;
- Preserve the diversity of fish, wildlife, plant and natural communities in the Planning Area through the preservation and/or restoration of habitat; and,
- Implement an adaptive management and monitoring program to respond to changing ecological conditions.
- Avoid, minimize and/or mitigate the take of Covered Species, and in the case of FESA, the loss of Covered plant species.

5.1 Conservation Elements

5.1.1 Ecosystems, Natural Communities, and Covered Species List

The NCCP/HCP will employ a strategy that focuses on the conservation of ecosystems, natural communities, and ecological processes in the Planning Area. In addition, the NCCP/HCP will establish species-specific minimization, mitigation, conservation and management measures where appropriate.

Natural communities that are likely to be addressed by the NCCP/HCP include, but are not limited to: California Walnut Woodland, Canyon Live Oak Ravine Forest, Riversidian Alluvial Fan Scrub, Southern Coast Live Oak Riparian Forest, Southern Cottonwood Willow Riparian Forest, Southern Mixed Riparian Forest, Southern Willow Scrub, and Valley Needlegrass Grassland.

Species that are known or reasonably expected to be found in the Planning Area and are intended to be covered by the NCCP/HCP include, but are not limited to: Braunton's Milk Vetch, Coulter's Matilija Poppy, Intermediate Mariposa Lily, Many Stemmed Dudleya, Southern Tarplant, Southern Pacific Pond Turtle, San Diego Coast Horned Lizard, Orange Throated Whiptail Lizard, Red Diamond Rattlesnake, Coastal Cactus Wren, Coastal California Gnatcatcher, Coastal Rufous-Crowned Sparrow, Southwestern Willow Flycatcher, Least Bell's Vireo, Arroyo Chub, Santa Ana Sucker, Bobcat, Mountain Lion, Pallid Bat, Small-Footed Myotis Bat, Long-Eared Myotis Bat, and Yuma Myotis Bat (Exhibit B). Issuance of state and federal take authorizations for any specific Covered Species will require an individual determination by the applicable Wildlife Agency that the NCCP/HCP meets applicable state or federal permit issuance requirements.

5.1.2 Conservation Areas and Viable Habitat Linkages

The NCCP/HCP will protect, enhance, or restore habitat and provide or enhance habitat linkages throughout the Planning Area. It will also identify where linkages between the conservation areas and important habitat areas outside the Planning Area should occur. The NCCP/HCP conservation area will include a range of environmental gradients and ecological functions, and will address edge effects, appropriate principles of ecosystem management, ecosystem restoration, and population biology.

5.1.3 Project Design

The Plan will ensure that projects will be appropriately designed to avoid, minimize, and/or mitigate on-site and off-site impacts to Covered Species and their habitats.

6.0 Preparing the NCCP/HCP

The Parties intend that this Planning Agreement will fulfill the NCCPA requirements pertaining to planning agreements and will establish a mutually

agreeable process for preparing the Plan that fulfills the requirements of the NCCPA and FESA. The process used to develop the Plan will incorporate independent scientific input and analysis, and include extensive public participation with ample opportunity for comment from the general public as well as advice solicited by the OCTA and Caltrans from key groups of stakeholders as described below.

6.1 Best Available Scientific Information

The NCCP/HCP will be based on the best available scientific information, including, but not limited to:

- Principles of conservation biology, community ecology, landscape ecology, individual species ecology, and other appropriate scientific data and information, knowledge and thought;
- Thorough information about all natural communities and proposed Covered Species within the Planning Area; and
- Advice from well-qualified, independent scientists.

6.2 Data Collection

The Parties agree that information regarding the subjects briefly described below in Section 6.3 is important for preparation of the NCCP/HCP. The Parties therefore agree that data collection for preparation of the NCCP/HCP should be prioritized to develop more complete information on these subjects. Preference should be given to collecting data essential to address conservation requirements of natural communities and proposed Covered Species. The science advisory process and analysis of existing information may reveal data gaps currently not known that are necessary for the full and accurate development of the NCCP/HCP. Data needed for preparation of the NCCP/HCP may not be known at this time nor identified herein. Therefore, the Parties anticipate that data collection priorities may be adjusted from time to time during the planning process. All data collected for the preparation and implementation of the NCCP/HCP will be made available to the Wildlife Agencies in hard and digital formats, as requested.

6.3 Independent Scientific Input

The Parties intend to include independent scientific input and analysis to assist in the non-federal parties in preparation of the Plan. For that purpose, independent scientists representing a broad range of disciplines, including conservation biology and locally-relevant ecological knowledge, will, at a minimum:

- recommend scientifically sound conservation strategies for species and natural communities proposed to be covered by the Plan;
- recommend a set of reserve design principles that address the needs of species, landscapes, ecosystems, and ecological processes in the planning area proposed to be addressed by the Plan;
- recommend management principles and conservation goals that can be used in developing a framework for the monitoring and adaptive management component of the Plan; and

- identify data gaps and uncertainties so that risk factors can be evaluated.

The independent scientists may be asked to provide additional feedback on key issues during preparation of the Plan, and may prepare reports regarding specific scientific issues throughout the process, as deemed necessary by the non-federal Parties.

Design and implementation of the science advisory process must be done in a coordinated fashion and with the mutual agreement of the non-federal Parties. The non-federal Parties will establish funding and payment procedures. The independent science advisory process will include the development of a detailed scope of work, use of a professional facilitator, input from technical experts, and production of a report by the scientists. In addition, the non-federal Parties will make the report available for use by all participants and the public during the planning process.

6.4 Public Participation

The Parties will ensure that preparation of the NCCP/HCP is an open and transparent process with an emphasis on obtaining input from a balanced variety of public and private interests. The planning process will provide for thorough public review and comment. It is the intent of the sponsor of the Plan, OCTA, to conduct negotiations with applicable agencies in an open and transparent forum. The planning process will utilize the Mitigation and Resource Protection Program Oversight Committee (Environmental Oversight Committee [EOC]) and the public outreach plan established under Renewed Measure M, as well as publication of notices and draft documents to provide opportunities for thorough public participation. The EOC is a Committee established by the OCTA Board of Directors to make recommendations on the Renewed Measure M process as it relates to this effort. The EOC meetings and actions taken are conducted publicly and are subject to the Brown Act. The monthly EOC meetings serve to: encourage public participation, obtain planning information, present planning strategies, and obtain public feedback. EOC members are comprised of representatives from the Wildlife Agencies, Caltrans, and environmental community.

In addition to the monthly meetings, OCTA has compiled a database of environmental groups, non-profits, developers, local agencies and jurisdictions, in order to request their feedback on the planning process and to explore conservation opportunities with these stakeholders.

As part of this effort to engage and encourage public participation, OCTA distributed a letter package in December 2008 to a list of 800 local governments, landowners, property managers, conservation organizations, and community groups to inform the public on the purpose of the mitigation program and build the inventory of potential conservation sites. As a result, OCTA collected

additional property information on more than 50 Orange County properties, with approximately 58,000 acres being evaluated for acquisition and restoration.

In April 2009, the public was invited to present their property proposals before the EOC at a public workshop. The invitation letter was sent to the same 800 stakeholders. A total of 24 proposals were presented to the EOC during the public workshop and at EOC meetings.

OCTA staff will engage and obtain approvals (as appropriate) from the EOC, Transportation 2020 (T2020) Committee, and the Board of Directors regarding issues that are germane to the development of the NCCP/HCP processes.

6.4.1 Steering Committee

The EOC will serve as the Steering Committee for the NCCP/HCP. Scientific and conservation planning staff from the Wildlife Agencies will work with the EOC to provide technical expertise and share information during development and implementation of the Plan.

6.4.2 Outreach

OCTA and Caltrans, in concert with the EOC, will provide access to information for persons interested in the Plan. The non-federal Parties expect and intend that public outreach regarding preparation of the Plan will be conducted largely by and through the EOC meetings. In addition, OCTA and Caltrans will continue to hold public meetings to present key decisions regarding the preparation of the Plan to allow the public the opportunity to comment on and inquire about the decisions. Other outreach efforts will include those discussed under Section 6.4.

6.4.3 Availability of Public Review Drafts

OCTA and Caltrans will designate and make available for public review in a reasonable and timely manner "public review drafts" of pertinent planning documents including, but not limited to, plans, memoranda of understanding, maps, conservation guidelines, and species coverage lists. Such documents will be made available by OCTA and Caltrans at least ten working days prior to any public meetings/hearings addressing these documents. In addition, OCTA and Caltrans will make available all reports and formal memoranda prepared by the EOC. This obligation will not apply to all documents drafted during preparation of the Plan. However, OCTA and Caltrans will periodically designate various pertinent documents drafted during preparation of the Plan as "public review drafts", and will make these documents available to the public. OCTA's website (www.octa.net) will be one of the principal means of making documents available for public review, in addition to more traditional means such as distribution and display of hard copies.

6.4.4 Public Hearings

Public hearings regarding development of the NCCP/HCP will be planned and conducted in a manner that satisfies the requirements of CEQA, NEPA, and any other applicable state or federal laws.

6.4.5 Public Review and Comment Period Prior to Adoption

OCTA and Caltrans will make the proposed draft NCCP/HCP and Implementing Agreement available for public review and comment a minimum of 60 days before adoption. The draft NCCP/HCP and Implementing Agreement will be distributed with the draft Environmental Impact Report (EIR) prepared for the NCCP pursuant to CEQA and the draft NCCP/HCP and Implementing Agreement will be distributed with the draft Environmental Impact Statement (EIS) prepared for the HCP pursuant to NEPA and ESA.

6.5 Covered Activities

With regard to CESA, Covered Activities under the Plan are those activities that may result in authorized take of Covered Species. With regard to FESA, Covered Activities are those activities that may result in authorized take of Covered animal species or the loss of Covered plant species that will be addressed in the Plan. Covered Activities are limited to those transportation infrastructure projects over which the OCTA and Caltrans have control or authority. The Parties intend that take authorizations resulting from approval of the plan will allow Covered Activities in the Planning Area to be carried out in compliance with NCCPA and FESA.

Anticipated Covered Activities currently consist of thirteen freeway improvement projects:

- 1) **Project A: I-5 Improvements between SR-55 and SR-57**
Reduce freeway congestion through improvements at the SR-55/I-5 interchange area between the Fourth Street Newport Boulevard ramps on I-5, and between Fourth Street and Edinger Avenue on SR-55. Also, add capacity on I-5 between SR-55 and SR-57 to relieve congestion at the "Orange Crush."
- 2) **Project B: I-5 Improvements from SR-55 to El Toro "Y"**
Build new lanes and improve the interchanges in the area between SR-55 and the SR-133 (near the El Toro "Y"). The project will also make improvements at local interchanges, such as Jamboree Road.
- 3) **Project C: I-5 Improvements south of the El Toro "Y"**
Add new lanes to I-5 from the vicinity of the El Toro Interchange in Lake Forest to the vicinity of SR-73 in Mission Viejo. Also add new lanes on I-5 between Coast Highway and Avenida Pico interchanges to reduce freeway congestion in San Clemente.
- 4) **Project D: I-5 Local Interchange Upgrades**
Update and improve key I-5 interchanges such as Avenida Pico, Ortega Highway, Avery Parkway La Paz Road, El Toro Road, and others to relieve street congestion around older interchanges and on ramps.

- 5) **Project E: SR-22 Access Improvements**
Construct interchange improvements at Euclid Street, Brookhurst Street and Harbor Boulevard to reduce freeway and local street congestion.
- 6) **Project F: SR-55 Improvements (between SR-22 and I-405)**
Add new lanes to SR-55 between SR-22 and I-405, generally within existing right-of-way, including merging lanes between interchanges to smooth traffic flow. This project also provides for freeway operational improvements for the portion of SR-55 between SR-91 and SR-22.
- 7) **Project G: SR-57 Improvements**
Build a new northbound lane between Orangewood Avenue and Lambert Road. Other projects include improvements to the Lambert interchange and the addition of a northbound truck-climbing lane between Lambert and the county line.
- 8) **Project H: SR-91 Improvements from I-5 to SR-57**
Add capacity in the westbound direction and provide operational improvements at on and off ramps to the SR-91 between I-5 and SR-57.
- 9) **Project I: SR-91 Improvements from SR-57 to SR-55 Interchange Area**
Improve the SR-91/SR-55 to SR-91/SR-57 interchange complex, including nearby local interchanges such as Tustin Avenue and Lakeview, as well as adding freeway capacity between SR-55 and SR-57.
- 10) **Project J: SR-91 Improvements from SR-55 to Orange/Riverside County Line**
This project adds capacity on SR-91 beginning at SR-55 to the Orange/ Riverside County Line. This will be done in coordination with the Riverside County Transportation Commission's (RCTC) plans to improve the SR-91 freeway into Riverside County. The first priority will be to improve the segment of SR-91 east of SR-241. The goal is to provide up to four new lanes of capacity between SR-241 and Riverside County Line by making best available use of freeway property, adding reversible lanes, building elevated sections and improving connections to SR-241. This project also includes improvements to the segment of SR-91 between SR-241 and SR-55. The concept is to generally add one new lane in each direction and improve the interchanges.

- 11) **Project K: I-405 Improvements between I-605 freeway in Los Alamitos area and SR-55**
Add new lanes to I-405 between I-605 and SR-55. The project will make best use of available freeway property, update interchanges and widen various local overcrossings according to city and regional plans. The improvements will be coordinated with other planned I-405 improvements in the I-405/SR-22/I-605 interchange area to the north and I-405/SR-73 improvements to the south.
- 12) **Project L: I-405 Improvements between SR-55 and I-5**
Add new lanes to the freeway from SR-55 to the I-5. The project will also improve chokepoints at interchanges and add merging lanes near on/off ramps such as Lake Forest Drive, Irvine Center Drive and SR-133 to improve the overall freeway operations in the I-405/I-5 El Toro "Y" area.
- 13) **Project M: I-605 Freeway Access Improvements**
Improve freeway access at I-605/Katella Avenue serving the communities of Los Alamitos and Cypress. The project will be coordinated with other planned improvements along SR-22 and I-405. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities. This improvement will connect to interchange improvements at I-405 and SR-22 as well as new freeway lanes between I-405 and I-605.

6.6 Interim Project Processing

The Parties recognize that before the Wildlife Agencies determine whether to approve the NCCP/HCP, certain projects and activities may be proposed within the Planning Area. The Parties agree to the following interim project process to: (1) ensure that development, construction, and other projects or activities approved or initiated in the Planning Area before completion of the NCCP/HCP are consistent with the preliminary conservation objectives (Section 5) and do not compromise successful completion and implementation of the NCCP/HCP; (2) facilitate FESA/CESA/CEQA/NEPA compliance for interim projects that require it; and (3) ensure that processing of interim projects is not unduly delayed during preparation of the NCCP/HCP.

6.6.1 Reportable Interim Projects

OCTA and Caltrans will notify the Wildlife Agencies pursuant to Section 6.6.2 about proposed projects or activities requiring discretionary approvals from OCTA and Caltrans that have the potential to adversely impact proposed Covered Species and natural communities ("Reportable Interim Project") within the Planning Area. These are Renewed Measure M freeway projects that either have an approved environmental document or have environmental documents underway that will precede the approval of the NCCP/HCP. The individual environmental documents for these Renewed Measure M freeway projects will

acknowledge the goals of the NCCP/HCP, which are to conserve, restore, and manage natural communities and Covered Species, and to mitigate the impacts of the freeway projects. OCTA will reimburse Caltrans for mitigation measures committed to as part of ongoing and approved project level environmental documents. OCTA will have the discretion to determine how the funds it provides to Caltrans will be used towards future NCCP/HCP projects and/or mitigation effort.

6.6.2 Notification Process

If OCTA/Caltrans proposes to undertake or approve a Reportable Interim Project, OCTA/Caltrans will notify the Wildlife Agencies of the project prior to the time, or as soon as possible after, the project application is deemed complete. OCTA/Caltrans will notify the particular individuals designated by the Wildlife Agencies to be notified of Reportable Interim Projects, and will provide these designated individuals with (1) a map at a scale of approximately 1:24,000 and with local agencies and reference features clearly identified; (2) a description of the project along with the land cover types present on the project site based on the most current land cover data available to the Local Agency; and (3) any other biological information available to OCTA/Caltrans about the project area.

6.6.3 Wildlife Agency Review

The Wildlife Agencies will use reasonable efforts to review Reportable Interim Projects in a timely manner, and provide comments within the legally prescribed comment periods. The Wildlife Agencies will recommend mitigation measures or project alternatives that would help achieve the preliminary conservation objectives and not preclude important conservation planning options or connectivity between areas of high habitat values. Any take of listed or candidate species arising out of a reportable interim project must be authorized pursuant to applicable state and federal law. OCTA or Caltrans will provide written response to the Wildlife Agencies' comments prior to approval of an interim project. OCTA and Caltrans will work with Wildlife Agencies to come to mutual agreement on outstanding Wildlife Agencies concerns.

6.6.4 Coordinating Interim Process with Plan Preparation

Representatives of the Parties will meet as needed to discuss Reportable Interim Projects and to coordinate development of the Plan. Independent scientific input will be considered during interim project review.

6.7 Protection of Habitat and other Resources During Planning Process

6.7.1 Conservation Actions

OCTA, in cooperation with Caltrans, may elect to acquire and preserve, enhance, or restore habitat in the Planning Area that will support native species of fish, wildlife, or natural communities proposed to be covered by the NCCP/HCP prior to approval of the NCCP/HCP. OCTA and Caltrans will consult with the Wildlife Agencies regarding potential lands to be protected. The Wildlife Agencies agree to credit such resources as appropriate, towards the habitat protection,

enhancement and restoration requirements of the NCCP/HCP provided that these resources support covered species and natural communities and are appropriately conserved, restored, or enhanced and managed. Resources that will be credited to OCTA and Caltrans will be determined and agreed upon by the Parties prior to the acquisition of particular habitat parcels.

6.7.2 Mitigation Lands

Lands, or portions of lands, acquired or otherwise protected solely to mitigate the impacts of specific projects, actions, or activities approved prior to Plan approval will only be considered as mitigation for those projects, actions or activities. Such lands will be considered during the Plan analysis, but will not count toward future mitigation obligations of the Plan.

6.8 Implementing Agreement

The NCCPA requires that any NCCP approved by CDFG include an Implementing Agreement that contains provisions for:

- Conditions of species coverage;
- The long-term protection of habitat reserves and/or other conservation measures;
- Implementation of mitigation and conservation measures;
- Ensuring that adequate funding to implement the NCCP/HCP will be provided through the Renewed Measure M environmental mitigation program;
- Terms for suspension or revocation of the permits;
- Procedures for amendment of the NCCP/HCP, Implementing Agreement, and take authorizations;
- Implementation of monitoring and adaptive management;
- Oversight of the NCCP/HCP's effectiveness and funding; and
- Reporting frequency and general content.

7.0 Commitment of Resources

7.1 Funding

Funding for the planning effort will be provided through Renewed Measure M revenues. OCTA or Caltrans will also seek grant support under the federal FESA (e.g., Section 6 Non-Traditional HCP Planning Assistance grant) and the NCCP Local Assistance Grants program or other state grants. Additionally, to ensure CDFG participation in this NCCP/HCP, OCTA will provide CDFG with funding to support one staff position to assist with the planning effort (see Section 7.2).

7.1.1 CDFG Assistance with Funding and CDFG Costs

CDFG agrees to cooperate with the other Parties in identifying and securing, where appropriate and available, federal and state funds earmarked for natural community conservation planning. CDFG shall be compensated in an amount

not to exceed \$300,000 for the actual costs incurred in participating in the preparation and implementation of the Plan upon execution of a separate cooperative agreement through February 28, 2011. These costs shall include compensation for consultation with Parties pursuant to this Planning Agreement, providing and compiling wildlife and habitat data, reviewing and approving the final Plan and other activities necessary to the preparation and implementation of the Plan.

7.1.2 USFWS Assistance with Funding

USFWS agrees to cooperate with the other Parties in identifying and securing, where appropriate, federal and state funds earmarked for habitat conservation planning purposes. Potential federal funding sources may include: the USFWS' Cooperative Endangered Species Conservation Fund, Land and Water Conservation Fund, and land acquisition grants or loans through other federal agencies such as the Environmental Protection Agency, the Army Corps of Engineers, or the Departments of Agriculture or Transportation.

7.1.3 Expertise of Wildlife Agencies

Subject to funding and staffing constraints, the Wildlife Agencies agree to provide technical and scientific information, analyses and advice to assist OCTA and Caltrans with the timely and efficient development of the Plan.

8.0 Miscellaneous Provisions

8.1 Public Officials Not to Benefit

No member of or delegate to Congress will be entitled to any share or part of this Planning Agreement, or to any benefit that may arise from it.

8.2 Statutory Authority

The Parties will not construe this Planning Agreement to require any Party to act beyond, or inconsistent with, its statutory authority.

8.3 Multiple Originals

This Planning Agreement may be executed by the Parties in multiple originals, each of which will be deemed an official original copy.

8.4 Effective Date

The Effective Date of this Planning Agreement will be the date on which it is fully executed by the Parties.

8.5 Duration

This Planning Agreement will be in effect until the Wildlife Agencies determine whether to approve the NCCP/HCP and issue take authorizations, but shall not be in effect for more than 48 months following the Effective Date, unless extended by amendment. The Parties intend to initiate and complete the NCCP/HCP process as well as the necessary NEPA/CEQA environmental compliance document within a 24-month period from the Effective Date, subject

to Wildlife Agency funding and resource limitations. This Planning Agreement may be terminated pursuant to Section 8.7 below.

8.6 Amendments

This Planning Agreement can be amended only by written agreement of all Parties.

8.7 Termination and Withdrawal

Subject to the requirement in Section 8.7.1 of the Planning Agreement, any party may withdraw from this Planning Agreement upon 30 days' written notice to the other Parties. The Planning Agreement will remain in effect as to all non-withdrawing Parties unless the remaining Parties determine that the withdrawal requires termination of the Planning Agreement. This Planning Agreement can be terminated only by written agreement of all Parties. Any properties acquired or restoration projects carried out by OCTA and Caltrans, and allowed by the Wildlife Agencies under Section 6.7.1, prior to termination or withdrawal from this Planning Agreement would remain available to OCTA or Caltrans to offset the potential impacts of OCTA or Caltrans projects.

8.7.1 Funding

Implementation of this Planning Agreement by the USFWS is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Planning Agreement is intended or shall be construed by the Parties to require the obligation, appropriation, or expenditure of money from the U.S. Treasury. The Parties acknowledge that USFWS will not be required under this Planning Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit such expenditures as evidenced in writing.

In the event that federal or state funds have been provided to assist with NCCP/HCP preparation or implementation, any Party withdrawing from this Planning Agreement shall return to the granting agency unspent funds awarded to that Party prior to withdrawal. A withdrawing Party shall also provide the remaining Parties with a complete accounting of the use of any federal or State funds it received regardless of whether unspent funds remain at the time of withdrawal. In the event of termination of this Planning Agreement, all Parties who received funds shall return any unspent funds to the grantor prior to termination.

8.8 No Precedence

This Planning Agreement is not intended, and shall not be construed, to modify any existing or subsequently amended law, rule, regulation, or other legal authority, or requirements established thereunder.

The Parties' execution of this Planning Agreement and participation in the development of the NCCP/HCP is voluntary. The Parties recognize that participation in this Planning Agreement or in the NCCP/HCP planning process

does not constitute, expressly or implicitly, an authorization by any of the Wildlife Agencies to take any species listed under CESA or the FESA or endorsement by the Wildlife Agencies of the Covered Activities or of the adequacy of the future NCCP/HCP under federal and state law.

UNITED STATES FISH AND WILDLIFE SERVICE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Jim A. Bartel
Field Supervisor, Carlsbad Fish and Wildlife Office

By: _____
Will Kempton
Chief Executive Officer

Date: _____

Date: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

APPROVED AS TO FORM:

By: _____
Kevin Hunting
Deputy Director

By: _____
Kennard R. Smart, Jr.
General Counsel

Date: _____

Date: _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

APPROVAL RECOMMENDED:

By: _____
Cindy Quon
D12 District Director

By: _____
Kia Mortazavi
Executive Director, Development

Date: _____

Date: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
Glenn Mueller
Assistant Chief Counsel

Date: _____

**EXHIBIT B
Renewed Measure M Freeway Projects Covered Species**

Coding: Federal (F), State(S), Endangered (E), Threatened (T), Candidate (C), California Native Plant Society Inventory (CNPS), Species of Special Concern (SSC), California Fully Protected Species (FP), Fish and Game Code (FGC)

AMPHIBIANS & REPTILES		
<u>Common Name</u>	<u>Latin Name</u>	<u>Coding</u>
Southwestern Pond Turtle	<i>Clemmys marmorata</i>	SSC
San Diego Coast Horned Lizard	<i>Phrynosoma coronatum blainvillii</i>	SSC
Orange Throated Whiptail Lizard	<i>Cnemidophorus hyperythrus beldingi</i>	SSC
Red Diamond Rattlesnake	<i>Crotalus exsul</i>	SSC
BIRDS		
<u>Common Name</u>	<u>Latin Name</u>	<u>Coding</u>
Coastal Cactus Wren	<i>Campylorhynchus brunneicapillus cousei</i>	SSC
Coastal California Gnatcatcher	<i>Poliopitila californica californica</i>	FT/SSC
Coastal Rufous-Crowned Sparrow	<i>Aimophila ruficeps</i>	SSC
Southwestern Willow Flycatcher	<i>Empidonax traillii extimus</i>	FE/SE
Least Bell's Vireo	<i>Vireo bellii pusillus</i>	FE/SE
FISH		
<u>Common Name</u>	<u>Latin Name</u>	<u>Coding</u>
Arroyo Chub	<i>Gila orcuttii</i>	SSC
Santa Ana Sucker	<i>Catostomus santaanae</i>	FT
MAMMALS		
<u>Common Name</u>	<u>Latin Name</u>	<u>Coding</u>
Bobcat	<i>Lynx rufus</i>	FGC
Mountain Lion	<i>Felis concolor</i>	FGC
Pallid bat	<i>Antrozous pallidus</i>	SSC
Small-footed myotis	<i>Myotis ciliolabrum</i>	SSC
Long-eared myotis	<i>Myotis evotis</i>	SSC
Yuma myotis	<i>Myotis ymanensis</i>	SSC
PLANTS		
<u>Common Name</u>	<u>Latin Name</u>	<u>Coding</u>
Braunton's Milk-Vetch	<i>Astragalus brauntonii</i>	FE
Coulter's Matilija Poppy	<i>Romneya coulteri</i>	CNPS 4.2
Intermediate Mariposa Lily	<i>Calochortus weedii var. intermedius</i>	CNPS 1B.2
Many Stemmed Dudleya	<i>Dudleya multicaulis</i>	CNPS 1B
Southern Tarplant	<i>Centromadia parryi ssp. Australis</i>	CNPS 1B.1

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

ORDINANCE NO. 3

JULY 24, 2006

Orange County Local Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Tel: (714) 560-6282

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1 **Ordinance No. 3**

2 **Renewed Measure M Transportation Ordinance and Investment Plan**

3
4 **PREAMBLE**

5 A. Pursuant to California Public Utilities Code Section 180050, the Orange
6 County Transportation Authority ("Authority") has been designated as the Orange County
7 Local Transportation Authority by the Orange County Board of Supervisors.

8 B. There has been adopted a countywide transportation expenditure plan,
9 referred to as the Orange County Transportation Investment Plan, dated July 24, 2006,
10 pursuant to California Public Utilities Code Section 180206 ("Plan"), which will be
11 administered by the Authority.

12 C. The Plan provides for needed countywide transportation facility and service
13 improvements which will be funded, in part, by a transactions and use tax of one-half of one
14 percent (1/2%).

15 D. Local Transportation Ordinance Number 2 ("Ordinance No. 2") funds
16 transportation facility and service improvements through a transactions and use tax of one-
17 half of one percent (1/2%) that will be imposed through March 31, 2011.

18 E. Ordinance No. 3 ("Ordinance") provides for the continuation of the existing
19 Ordinance No. 2 transactions and use tax of one-half of one percent (1/2%) for an
20 additional period of thirty (30) years to fund transportation facility and service
21 improvements.

22 **SECTION 1. TITLE**

23 The Ordinance shall be known and may be cited as the Renewed Measure M
24 Transportation Ordinance and Investment Plan. The word "Ordinance," as used in the
25 Ordinance, shall mean and include Attachment A entitled "Renewed Measure M
26 Transportation Investment Plan," Attachment B entitled "Allocation of Net Revenues," and
27 Attachment C entitled "Taxpayer Oversight Committee," which Attachments A, B and C are
28 attached hereto and incorporated by reference as if fully set forth herein.

1 SECTION 2. SUMMARY

2 The Ordinance provides for the implementation of the Orange County Transportation
3 Investment Plan, which will result in countywide transportation improvements for freeways,
4 highways, local streets and roads, bus and rail transit, transportation-related water quality
5 ("Environmental Cleanup"), and transit services for seniors and disabled persons. These
6 needed improvements will be funded by the continuation of the one-half of one percent
7 (1/2%) transaction and use tax for a period of thirty years. The revenues shall be deposited
8 in a special fund and used solely for the identified improvements authorized by the
9 Ordinance.

10 SECTION 3. IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX

11 Subject to approval by the electors, the Authority hereby imposes, in the
12 incorporated and unincorporated territories of Orange County ("County"), in accordance
13 with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the
14 California Revenue and Taxation Code and Division 19 (commencing with Section 180000)
15 of the California Public Utilities Code, continuance of the existing retail transactions and
16 use tax at the rate of one-half of one percent (1/2%) commencing April 1, 2011, for a period
17 of thirty years. This tax shall be in addition to any other taxes authorized by law, including
18 any existing or future state or local sales tax or transactions and use tax. The imposition,
19 administration and collection of the tax shall be in accordance with all applicable statutes,
20 laws, rules and regulations prescribed and adopted by the State Board of Equalization.

21 SECTION 4. PURPOSES

22 All of the gross revenues generated from the transactions and use tax plus any
23 interest or other earnings thereon (collectively, "Revenues"), after the deduction for: (i)
24 amounts payable to the State Board of Equalization for the performance of functions
25 incidental to the administration and operation of the Ordinance, (ii) costs for the
26 administration of the Ordinance as provided herein, (iii) two percent (2%) of the Revenues
27 annually allocated for Environmental Cleanup and (iv) satisfaction of debt service
28 requirements of all bonds issued pursuant to the Ordinance that are not satisfied out of

1 separate allocations, shall be defined as "Net Revenues" and shall be allocated solely for
2 the transportation purposes described in the Ordinance.

3 SECTION 5. BONDING AUTHORITY

4 "Pay as you go" financing is the preferred method of financing transportation
5 improvements and operations under the Ordinance. However, the Authority may use bond
6 financing as an alternative method if the scope of planned expenditures makes "pay as you
7 go" financing unfeasible. Following approval by the electors of the ballot proposition
8 authorizing imposition of the transactions and use tax and authorizing issuance of bonds
9 payable from the proceeds of the tax, bonds may be issued by the Authority pursuant to
10 Division 19 of the Public Utilities Code, at any time before, on, or after the imposition of
11 taxes, and from time to time, payable from the proceeds of the tax and secured by a pledge
12 of revenues from the proceeds of the tax, in order to finance and refinance improvements
13 authorized by the Ordinance.

14 SECTION 6. MAINTENANCE OF EFFORT REQUIREMENTS

15 It is the intent of the Legislature and the Authority that the Net Revenues allocated to
16 a jurisdiction pursuant to the Ordinance for street and road projects shall be used to
17 supplement existing local discretionary funds being used for transportation improvements.
18 Each jurisdiction is hereby required to annually maintain as a minimum no less than the
19 maintenance of effort amount of local discretionary funds required to be expended by the
20 jurisdiction for local street and road purposes pursuant to the current Ordinance No. 2 for
21 Fiscal Year 2010-2011. The maintenance of effort level for each jurisdiction as determined
22 through this process shall be adjusted effective July 1, 2014 and every three fiscal years
23 thereafter in an amount equal to the percentage change for the Construction Cost Index
24 compiled by Caltrans for the immediately preceding three calendar years, providing that
25 any percentage increase in the maintenance of effort level based on this adjustment shall
26 not exceed the percentage increase in the growth rate in the jurisdiction's general fund
27 revenues over the same time period. The Authority shall not allocate any Net Revenues to
28 any jurisdiction for any fiscal year until that jurisdiction has certified to the Authority that it

1 has included in its budget for that fiscal year an amount of local discretionary funds for
2 streets and roads purposes at least equal to the level of its maintenance of effort
3 requirement. An annual independent audit may be conducted by the Authority to verify that
4 the maintenance of effort requirements are being met by the jurisdiction. Any Net
5 Revenues not allocated pursuant to the maintenance of effort requirement shall be
6 allocated to the remaining eligible jurisdictions according to the formula described in the
7 Ordinance.

8 SECTION 7. ADMINISTRATION

9 The Authority shall allocate Revenues to fund facilities, services and projects as
10 specified in the Ordinance, and shall administer the Ordinance consistent with the authority
11 cited. Revenues may be expended by the Authority for salaries, wages, benefits, and
12 overhead and for those services, including contractual services, necessary to carry out its
13 responsibilities pursuant to Division 19; however, in no case shall the Revenues expended
14 for salaries and benefits of Authority administrative staff exceed more than one percent
15 (1%) of the Revenues in any year. The Authority shall use, to the extent possible, existing
16 state, regional and local transportation planning and programming data and expertise, and
17 may, as the law permits, contract with any public agency or private firm for services
18 necessary to carry out the purposes of the Ordinance. Expenses incurred by the Authority
19 for administrative staff and for project implementation, including contracting with public
20 agencies and private firms, shall be identified in the annual report prepared pursuant to
21 Section 10, subpart 8, of the Ordinance.

22 SECTION 8. ANNUAL APPROPRIATIONS LIMIT

23 The annual appropriations limit established pursuant to Article XIII. B. of the
24 California Constitution and Section 180202 of the Public Utilities Code shall be established
25 as \$1,123 million for the 2006-07 fiscal year. The appropriations limit shall be subject to
26 adjustment as provided by law. All expenditures of the Revenues are subject to the
27 appropriations limit of the Authority.

28 ///

1 SECTION 9. EFFECTIVE AND OPERATIVE DATES

2 The Ordinance shall be effective on November 8, 2006, if two thirds of the electors
3 vote on November 7, 2006, to approve the ballot measure authorizing the extension of the
4 imposition of the existing tax. The continuance of the imposition of the existing tax
5 authorized by Section 3 of the Ordinance shall be operative on April 1, 2011.

6 SECTION 10. SAFEGUARDS OF USE OF REVENUES

7 The following safeguards are hereby established to ensure strict adherence to the
8 limitations on the use of the Revenues:

9 1. A transportation special revenue fund (the "Local Transportation
10 Authority Special Revenue Fund") shall be established to maintain all Revenues.

11 2. The County of Orange Auditor-Controller ("Auditor-Controller"), in the
12 capacity as Chair of the Taxpayer Oversight Committee, shall annually certify whether the
13 Revenues have been spent in compliance with the Ordinance.

14 3. Receipt, maintenance and expenditure of Net Revenues shall be
15 distinguishable in each jurisdiction's accounting records from other funding sources, and
16 expenditures of Net Revenues shall be distinguishable by program or project. Interest
17 earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for
18 those purposes for which the Net Revenues were allocated.

19 4. No Net Revenues shall be used by a jurisdiction for other than
20 transportation purposes authorized by the Ordinance. Any jurisdiction which violates this
21 provision must fully reimburse the Authority for the Net Revenues misspent and shall be
22 deemed ineligible to receive Net Revenues for a period of five (5) years.

23 5. A Taxpayer Oversight Committee ("Committee") shall be established to
24 provide an enhanced level of accountability for expenditure of Revenues under the
25 Ordinance. The Committee will help to ensure that all voter mandates are carried out as
26 required. The roles and responsibilities of the Committee, the selection process for
27 Committee members and related administrative procedures shall be carried out as
28 described in Attachment C.

1 6. A performance assessment shall be conducted at least once every
2 three years to evaluate the efficiency, effectiveness, economy and program results of the
3 Authority in satisfying the provisions and requirements of the Investment Summary of the
4 Plan, the Plan and the Ordinance. A copy of the performance assessment shall be
5 provided to the Committee.

6 7. Quarterly status reports regarding the major projects detailed in the
7 Plan shall be brought before the Authority in public meetings.

8 8. Annually the Authority shall publish a report on how all Revenues have
9 been spent and on progress in implementing projects in the Plan, and shall publicly report
10 on the findings.

11 SECTION 11. TEN-YEAR COMPREHENSIVE PROGRAM REVIEW

12 At least every ten years the Authority shall conduct a comprehensive review of all
13 projects and programs implemented under the Plan to evaluate the performance of the
14 overall program and may revise the Plan to improve its performance. The review shall
15 include consideration of changes to local, state and federal transportation plans and
16 policies; changes in land use, travel and growth projections; changes in project cost
17 estimates and revenue projections; right-of-way constraints and other project constraints;
18 level of public support for the Plan; and the progress of the Authority and jurisdictions in
19 implementing the Plan. The Authority may amend the Plan based on its comprehensive
20 review, subject to the requirements of Section 12.

21 SECTION 12. AMENDMENTS

22 The Authority may amend the Ordinance, including the Plan, to provide for the use
23 of additional federal, state and local funds, to account for unexpected revenues, or to take
24 into consideration unforeseen circumstances. The Authority shall notify the board of
25 supervisors and the city council of each city in the county and provide them with a copy of
26 the proposed amendments, and shall hold a public hearing on proposed amendments prior
27 to adoption, which shall require approval by a vote of not less than two thirds of the
28 Authority Board of Directors. Amendments shall become effective forty five days after

1 adoption. No amendment to the Plan which eliminates a program or project specified on
2 Page 31 of the Plan shall be adopted unless the Authority Board of Directors adopts a
3 finding that the transportation purpose of the program or project to be eliminated will be
4 satisfied by a different program or project. No amendment to the Plan which changes the
5 funding categories, programs or projects identified on page 31 of the Plan shall be adopted
6 unless the amendment to the Plan is first approved by a vote of not less than two thirds of
7 the Committee. In addition, any proposed change in allocations among the four major
8 funding categories of freeway projects, street and road projects, transit projects and
9 Environmental Cleanup projects identified on page 31 of the Plan, or any proposed change
10 of the Net Revenues allocated pursuant to Section IV C 3 of Attachment B for the Local
11 Fair Share Program portion of the Streets and Roads Projects funding category, shall be
12 approved by a simple majority vote of the electors before going into effect.

13 SECTION 13. REQUEST FOR ELECTION

14 Pursuant to California Public Utilities Code Section 180201, the Authority hereby
15 requests that the County of Orange Board of Supervisors call a special election to be
16 conducted by the County of Orange on November 7, 2006, to place the Ordinance before
17 the electors. To avoid any misunderstanding or confusion by Orange County electors, the
18 Authority requests that the Ordinance be identified as "Measure M" on the ballot. The ballot
19 language for the measure shall contain a summary of the projects and programs in the Plan
20 and shall read substantially as follows:

21 "Measure "M," Orange County Transportation Improvement Plan

22 Shall the ordinance continuing Measure M, Orange County's half-cent sales tax for
23 transportation improvements, for an additional 30 years with limited bonding authority to
24 fund the following projects:

- 25 * relieve congestion on the I-5, I-405, 22, 55, 57 and 91 freeways;
- 26 * fix potholes and resurface streets;
- 27 * expand Metrolink rail and connect it to local communities;
- 28 * provide transit services, at reduced rates, for seniors and disabled persons;

- 1 * synchronize traffic lights in every community;
- 2 * reduce air and water pollution, and protect local beaches by cleaning up oil runoff
- 3 from roadways;
- 4 and establish the following taxpayer protections to ensure the funds are spent as directed
- 5 by the voters:
- 6 * require an independent Taxpayer Oversight Committee to review yearly audits to
- 7 ensure that voter mandates are met;
- 8 * publish an annual report to the taxpayers on how all funds are spent; and
- 9 * update the transportation improvement plan every 10 years, with voter approval
- 10 required for major changes;
- 11 be adopted for the purpose of relieving traffic congestion in Orange County?"

12 SECTION 14. EFFECT ON ORDINANCE NO. 2

13 The Ordinance is not intended to modify, repeal or alter the provisions of Ordinance
 14 No. 2, and shall not be read to supersede Ordinance No. 2. The provisions of the
 15 Ordinance shall apply solely to the transactions and use tax adopted herein. If the
 16 Ordinance is not approved by the electors of the County, the provisions of Ordinance No. 2
 17 and all powers, duties, and actions taken thereunder shall remain in full force and effect.

18 SECTION 15. SEVERABILITY

19 If any section, subsection, part, clause or phrase of the Ordinance is for any reason
 20 held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, that
 21 holding shall not affect the validity or enforceability of the remaining funds or provisions of
 22 the Ordinance, and the Authority declares that it would have passed each part of the

23 ///
 24 ///
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 26 ///
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 28 ///

1 Ordinance irrespective of the validity of any other part.

2 APPROVED AND ADOPTED by the Orange County Local Transportation Authority

3 on the 24 day of July, 2006.

4
5 By: Arthur C. Brown
6 Arthur C. Brown, Chairman
7 Orange County Local Transportation
8 Authority

9 ATTEST:

10 By: Wendy Knowles
11 Wendy Knowles, Clerk of the Board
12 Orange County Local Transportation Authority
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RENEWED MEASURE M

Transportation Investment Plan



ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

(714) 560-5066
www.octa.net

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Introduction

Measure M Promises Fulfilled

On November 6, 1990, Orange County voters approved Measure M, a half-cent local transportation sales tax for twenty years. All of the major projects promised to and approved by the voters are underway or complete. Funds that go to cities and the County of Orange to maintain and improve local street and roads, along with transit fare reductions for seniors and persons with disabilities, will continue until Measure M ends in 2011. The promises made in Measure M have been fulfilled.

Continued Investment Needed

Orange County continues to grow. By the year 2030, Orange County's population will increase by 24 percent from 2.9 million in 2000 to 3.6 million in 2030; jobs will increase by 27 percent; and travel on our roads and highways by 39 percent. Without continued investment average morning rush hour speeds on Orange County freeways will fall by 31 percent and on major streets by 32 percent.

Responding to this continued growth and broad support for investment in Orange County's transportation system, the Orange County Transportation Authority considered the transportation projects and programs that would be possible if Measure M were renewed. The Authority, together with the 34 cities of Orange County, the Orange County Board of Supervisors and thousands of Orange County citizens, participated during the last eighteen months in developing a Transportation Investment Plan for consideration by the voters.

A Plan for New Transportation Investments

The Plan that follows is a result of those efforts. It reflects the varied interests and priorities inherent in the diverse communities of Orange County. It includes continued investment to expand and

improve Orange County's freeway system; commitment to maintaining and improving the network of streets and roads in every community; an expansion of Metrolink rail service through the core of Orange County with future extensions to connect with nearby communities and regional rail systems; more transit service for seniors and disabled persons; and funds to clean up runoff from roads that leads to beach closures.

Strong Safeguards

These commitments are underscored by a set of strong taxpayer safeguards to ensure that promises made in the Plan are kept. They include an annual independent audit and report to the taxpayers; ongoing monitoring and review of spending by an independent Taxpayer Oversight Committee; requirement for full public review and update of the Plan every ten years; voter approval for any major changes to the Plan; strong penalties for any misuse of funds and a strict limit of no more than one percent for administrative expenses.

No Increase in Taxes

The traffic improvements detailed in this plan do not require an increase in taxes. Renewal of the existing Measure M one-half cent transportation sales tax will enable all of the projects and programs to be implemented. And by using good planning and sensible financing, projects that are ready to go could begin as early as 2007.

Renewing Measure M

The projects and programs that follow constitute the Transportation Investment Plan for the renewal of the Measure M transportation sales tax approved by Orange County voters in November of 1990. These improvements are necessary to address current and future transportation needs in Orange County and reflect the best efforts to achieve consensus among varied interests and communities throughout the County.





Overview

The Renewed Measure M Transportation Investment Plan is a 30-year, \$11.8 billion program designed to reduce traffic congestion, strengthen our economy and improve our quality of life by upgrading key freeways, fixing major freeway interchanges, maintaining streets and roads, synchronizing traffic signals countywide, building a visionary rail transit system, and protecting our environment from the oily street runoff that pollutes Orange County beaches. The Transportation Investment Plan is focused solely on improving the transportation system and includes tough taxpayer safeguards, including a Taxpayer Oversight Committee, required annual audits, and regular, public reports on project progress.

The Renewed Measure M Transportation Investment Plan must be reviewed annually, in public session, and every ten years a detailed review of the Plan must take place. If changing circumstances require the voter-approved plan to be changed, those changes must be taken to the voters for approval.

Freeways

Relieving congestion on the Riverside/Artesia Freeway (SR-91) is the centerpiece of the freeway program, and will include new lanes, new interchanges, and new bridges. Other major projects will make substantial improvements on Interstate 5 (I-5) in southern Orange County and the San Diego Freeway (I-405) in western Orange County. The notorious Orange Crush—the intersection of the I-5, the Garden Grove Freeway (SR-22) and the Orange Freeway (SR-57) near Angel Stadium—will be improved and upgraded. Under the Plan, major traffic chokepoints on almost every Orange County freeway will be remedied. Improving Orange County freeways will be the greatest investment in the Renewed Measure M program: Forty-three percent of net revenues, or \$4.871 billion, will be invested in new freeway construction.

Streets and Roads

More than 6,500 lane miles of aging streets and roads will need repair, rejuvenation and improvement. City streets and county roads need to be maintained regularly and potholes have to be filled quickly. Thirty-two percent of net revenue from the Renewed Measure M Transportation Investment Plan, or \$3.625 billion, will be devoted to fixing potholes, improving intersections, synchronizing traffic signals countywide, and making the existing countywide network of streets and roads safer and more efficient.





Public Transit

As Orange County continues to grow, building a visionary rail transportation system that is safe, clean and convenient, uses and preserves existing rights-of-way, and, over time, provides high-speed connections both inside and outside of Orange County, is a long term goal. Twenty-five percent of the net revenue from Renewed Measure M, or \$2.83 billion, will be dedicated to transit programs countywide. About twenty percent, or \$2.24 billion, will be dedicated to creating a new countywide high capacity transit system anchored on the existing, successful Metrolink and Amtrak rail line, and about five percent, or \$591 million, will be used to enhance senior transportation programs and provide targeted, safe localized bus service.

Environmental Cleanup

Every day, more than 70 million gallons of oily pollution, litter, and dirty contaminants wash off streets, roads, and freeways and pour onto Orange County waterways and beaches. When it rains, the transportation-generated beach and ocean pollution increases tenfold. Under the plan, two percent of the gross Renewed Measure M Transportation Investment Plan, or \$237 million, will be dedicated to protecting Orange County beaches from this transportation-generated pollution (sometimes called "urban runoff") while improving ocean water quality.

Taxpayer Safeguards and Audits

When new transportation dollars are approved, they should go for transportation and transportation purposes alone. No bait-and-switch. No using transportation dollars for other purposes. The original Measure M went solely for transportation purposes. The Renewed Measure M must be just as airtight. One percent of the gross Measure M

program, or \$118.6 million over 30 years, will pay for annual, independent audits, taxpayer safeguards, an independent Taxpayer Oversight Committee assigned to watchdog government spending, and a full, public disclosure of all Renewed Measure M expenditures. A detailed review of the program must be conducted every ten years and, if needed, major changes in the investment plan must be brought before Orange County voters for approval. Taxpayers will receive an annual report detailing the Renewed Measure M expenditures. Additionally, as required by law, an estimated one and a half percent of the sales taxes generated, or \$178 million over 30 years, must be paid to the California State Board of Equalization for collecting the one-half cent sales tax that funds the Renewed Measure M Transportation Investment Plan.

In this pamphlet, every specific project, program, and safeguard included in the Renewed Measure M Transportation Investment Plan is explained. Similar details will be provided to every Orange County voter if the measure is placed on the ballot.





Freeway Projects Overview

Every day, traffic backs up somewhere on the Orange County freeway system. And, every day, freeway traffic seems to get a little worse.

In the past decade, Orange County has made major strides in re-building our aging freeway system. But there is still an enormous amount of work that needs to be done to make the freeway system work well. You see the need for improvement every time you drive on an Orange County freeway.

Forty-three percent of net revenues from the Renewed Measure M Transportation Investment Plan is dedicated to improving Orange County freeways, the largest portion of the 30-year transportation plan.

SR-91 is the Centerpiece

Making the troubled Riverside/Artesia Freeway (SR-91) work again is the centerpiece of the Renewed Measure M Freeway program. The fix on the SR-91 will require new lanes, new bridges, new overpasses, and, in the Santa Ana Canyon portion of the freeway, a diversion of drivers to the Foothill Corridor (SR-241) so the rest of the Orange County freeway system can work more effectively.

And there's more to the freeway program than the fix of SR-91 — much more. More than \$1 billion is earmarked for Interstate 5 in South County. More than \$800 million is slated to upgrade the San Diego Freeway (I-405) between Irvine and the Los Angeles County line. Another significant investment is planned on the congested Costa Mesa Freeway (SR-55). And needed projects designed to relieve traffic chokepoints are planned for almost every Orange County freeway.

To make any freeway system work, bottlenecks at interchanges also have to be fixed. The notorious Orange Crush Interchange — where the Santa Ana Freeway (I-5) meets the Orange Freeway (SR-57) and

the Garden Grove Freeway (SR-22) in a traffic tangle near Angel Stadium — is in need of a major face lift. And the intersection of Interstate 5 and the Costa Mesa Freeway (SR-55) is also slated for major repair.

Pays Big Dividends

Local investment in freeways also pays big dividends in the search for other needed freeway dollars. Because of state and federal matching rules, Orange County's local investment in freeway projects acts as a magnet for state and federal transportation dollars — pulling more freeway construction dollars into the county and allowing more traffic-reducing freeway projects to be built sooner.

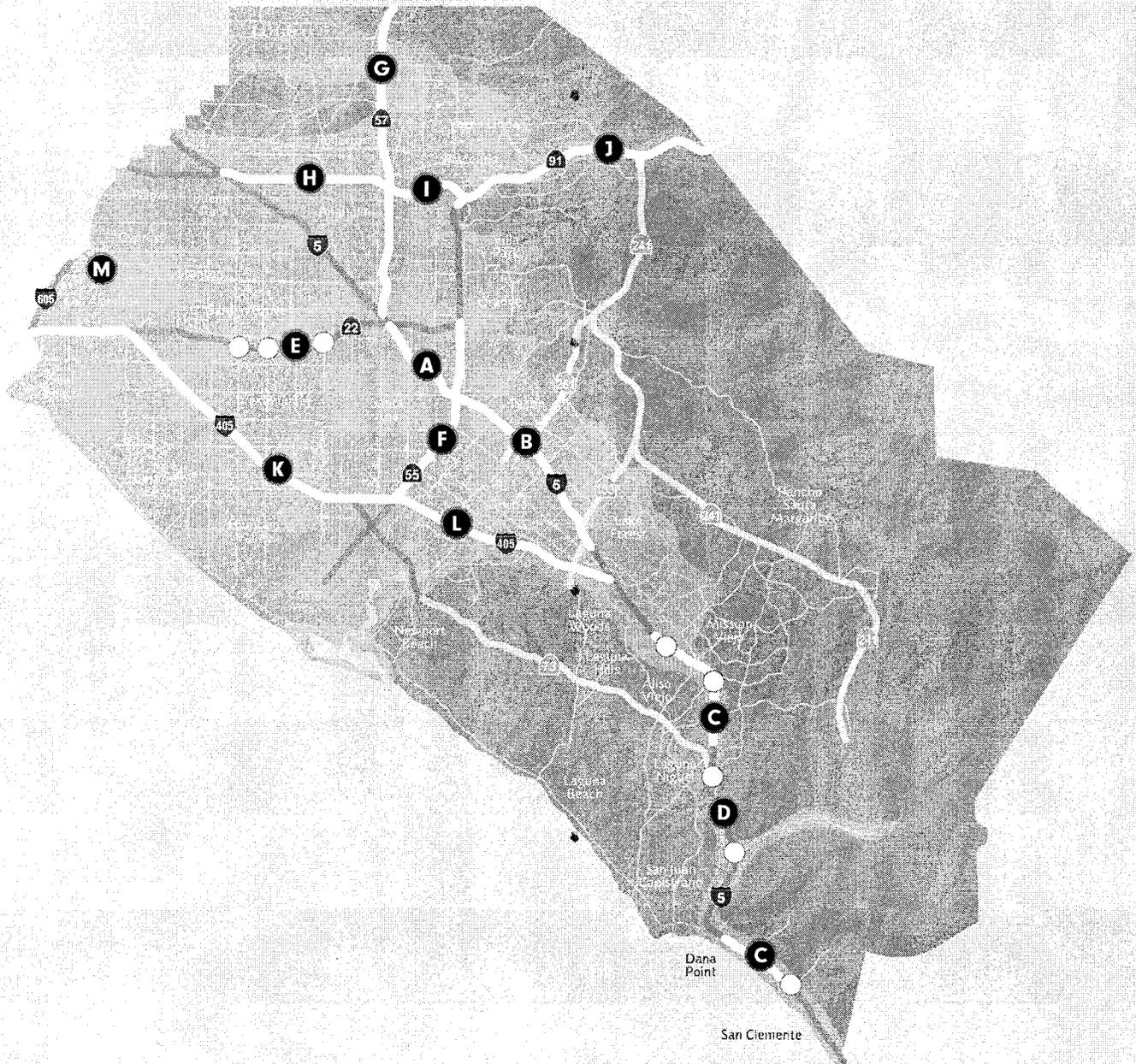
Innovative Environmental Mitigation

A minimum of \$243.5 million will be available, subject to a Master Agreement, to provide for comprehensive, rather than piecemeal, mitigation of the environmental impacts of freeway improvements. Using a proactive, innovative approach, the Master Agreement negotiated between the Orange County Local Transportation Authority and state and federal resource agencies will provide higher-value environmental benefits such as habitat protection, wildlife corridors and resource preservation in exchange for streamlined project approvals for the freeway program as a whole.

Freeway projects will also be planned, designed and constructed with consideration for their aesthetic, historic and environmental impacts on nearby properties and communities using such elements as parkway style designs, locally native landscaping, sound reduction and aesthetic treatments that complement the surroundings.



Orange County Freeway Projects



A	B	Santa Ana Freeway (I-5)	page 7	H	I	Riverside Freeway (SR-91)	page 11
C		Santa Ana Freeway/San Diego Freeway (I-5)	page 8	J		Riverside Freeway (SR-91)	page 12
D		Santa Ana Freeway/San Diego Freeway (I-5)	page 8	K	L	San Diego Freeway (I-405)	page 13-14
E		Garden Grove Freeway (SR-22)	page 9	M		Freeway Access Improvements (I-605)	page 15
F		Costa Mesa Freeway (SR-55)	page 9			(not mapped)	
G		Orange Freeway (SR-57)	page 10	N		Freeway Service Patrol (not mapped)	page 15



Freeway Projects

Santa Ana Freeway (I-5) Interchange Improvements

Project A

Santa Ana Freeway (I-5) Improvements between Costa Mesa Freeway (SR-55) and "Orange Crush" Area (SR-57)

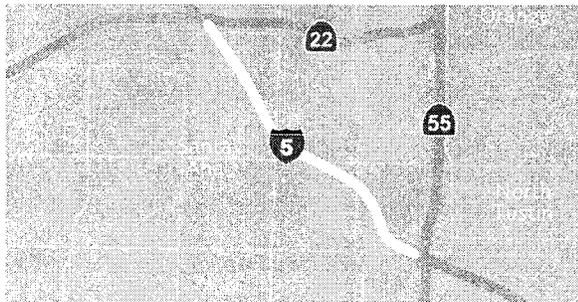
Description:

Reduce freeway congestion through improvements at the SR-55/I-5 interchange area between the Fourth Street and Newport Boulevard ramps on I-5, and between Fourth Street and Edinger Avenue on SR-55. Also, add capacity on I-5 between SR-55 and SR-57 to relieve congestion at the "Orange Crush". The project will generally be constructed within the existing right-of-way. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

The project will increase freeway capacity and reduce congestion. The current daily traffic volume on this segment of the I-5 between SR-55 and SR-57 is about 389,000. The demand is expected to grow by more than 19 percent by 2030, bringing the daily usage to 464,000 vehicles per day. Regional plans also include additional improvements on I-5 from the "Orange Crush" to SR-91 using federal and state funds.

Cost:

The estimated cost to improve this section of the I-5 is \$470.0 million.



Project B

Santa Ana Freeway (I-5) Improvements from the Costa Mesa Freeway (SR-55) to El Toro "Y" Area

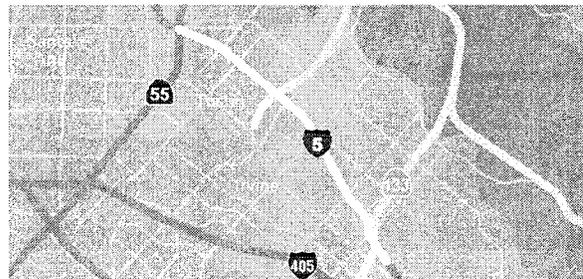
Description:

Build new lanes and improve the interchanges in the area between SR-55 and the SR-133 (near the El Toro "Y"). This segment of I-5 is the major route serving activity areas in the cities of Irvine, Tustin, Santa Ana and north Orange County. The project will also make improvements at local interchanges, such as Jamboree Road. The project will generally be constructed within the existing right-of-way. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

The project will increase freeway capacity and reduce congestion. The current traffic volume on this segment of I-5 is about 356,000 vehicles per day and is expected to increase by nearly 24 percent, bringing it up to 440,000 vehicles per day. In addition to the projects described above, regional plans include additional improvements to this freeway at local interchanges, such as Culver Drive, using federal and state funds.

Cost:

The estimated cost to improve this section of I-5 is \$300.2 million.





Freeway Projects

Santa Ana Freeway/San Diego Freeway (I-5)

Project C

San Diego Freeway (I-5) Improvements South of the El Toro "Y"

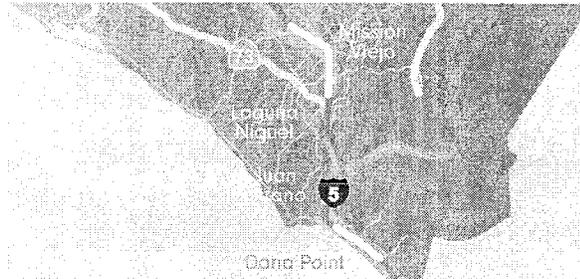
Description:

Add new lanes to I-5 from the vicinity of the El Toro Interchange in Lake Forest to the vicinity of SR-73 in Mission Viejo. Also add new lanes on I-5 between Coast Highway and Avenida Pico interchanges to reduce freeway congestion in San Clemente. The project will also make major improvements at local interchanges as listed in Project D. The project will generally be constructed within the existing right-of-way. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

The project will increase freeway capacity and reduce congestion. Current traffic volume on I-5 near the El Toro "Y" is about 342,000 vehicles per day. This volume will increase in the future by 35 percent, bringing it up to 460,000 vehicles per day. Regional plans also include construction of a new freeway access point between Crown Valley Parkway and Avery Parkway as well as new off ramps at Stonehill Drive using federal and state funds.

Cost:

The estimated cost to improve these segments of I-5 is \$627.0 million.



Project D

Santa Ana Freeway / San Diego Freeway (I-5) Local Interchange Upgrades

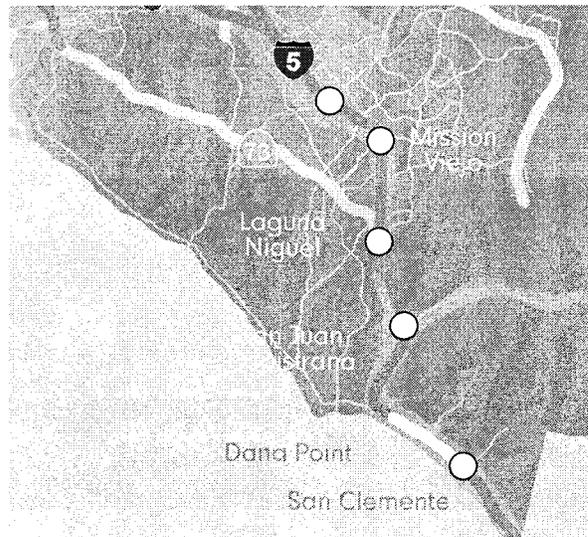
Description:

Update and improve key I-5 interchanges such as Avenida Pico, Ortega Highway, Avery Parkway, La Paz Road, El Toro Road, and others to relieve street congestion around older interchanges and on ramps. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

In addition to the project described above, regional plans also include improvements to the local interchanges at Camino Capistrano, Oso Parkway, Alicia Parkway and Barranca Parkway using federal and state funds.

Cost:

The estimated cost for the I-5 local interchange upgrades is \$258.0 million.





Freeway Projects

Garden Grove Freeway (SR-22)

Costa Mesa Freeway (SR-55)

Project E

Garden Grove Freeway (SR-22) Access Improvements

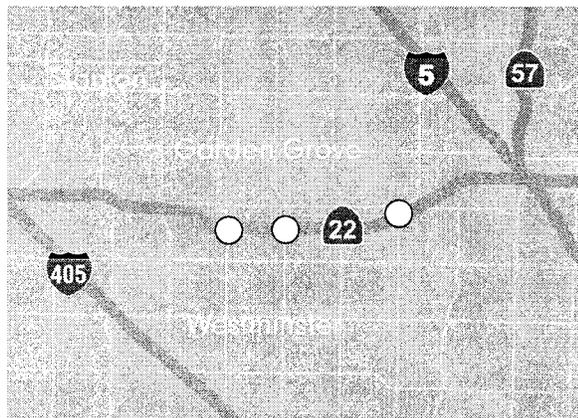
Description:

Construct interchange improvements at Euclid Street, Brookhurst Street and Harbor Boulevard to reduce freeway and street congestion near these interchanges. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

Regional plans also include the construction of new freeway-to-freeway carpool ramps to the SR-22/I-405 interchange, and improvements to the local interchange at Magnolia Avenue using federal and state funds.

Cost:

The estimated cost to improve the SR-22 interchanges is \$120.0 million.



Project F

Costa Mesa Freeway (SR-55) Improvements

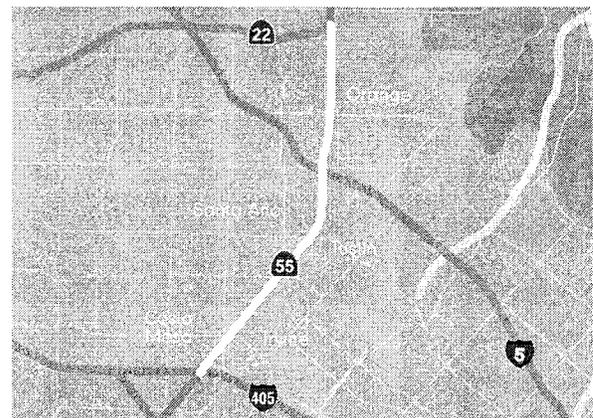
Description:

Add new lanes to SR-55 between Garden Grove Freeway (SR-22) and the San Diego Freeway (I-405), generally within existing right-of-way, including merging lanes between interchanges to smooth traffic flow. This project also provides for freeway operational improvements for the portion of SR-55 between SR-91 and SR-22. The project will generally be constructed within the existing right-of-way. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

The project will increase freeway capacity and reduce congestion. This freeway carries about 295,000 vehicles on a daily basis. This volume is expected to increase by nearly 13 percent, bringing it up to 332,000 vehicles per day in the future. In addition to the projects described above, regional plans also include a new street overcrossing and carpool ramps at Alton Avenue using federal and state funds.

Cost:

The estimated cost for these SR-55 improvements is \$366.0 million.





Freeway Projects

Orange Freeway (SR-57)

Project **G**

Orange Freeway (SR-57) Improvements

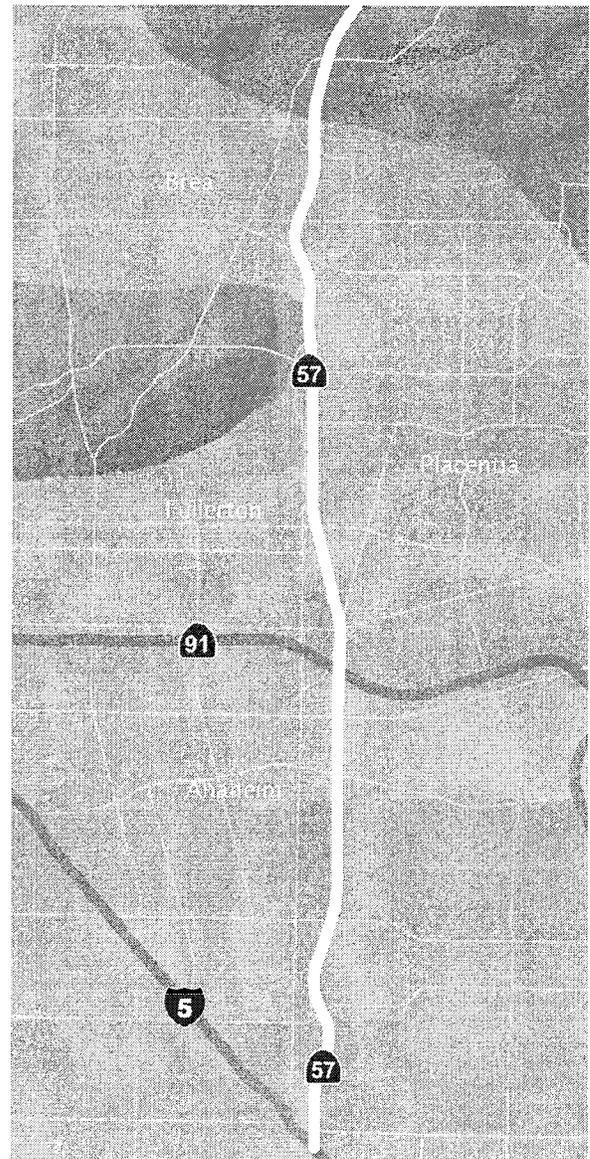
Description:

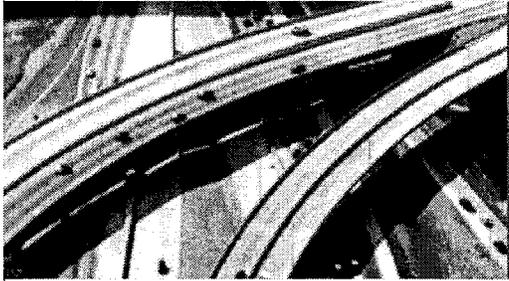
Build a new northbound lane between Orangewood Avenue and Lambert Road. Other projects include improvements to the Lambert interchange and the addition of a northbound truck climbing lane between Lambert and Tonner Canyon Road. The improvements will be designed and coordinated specifically to reduce congestion at SR-57/SR-91 interchange. These improvements will be made generally within existing right-of-way. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

The project will increase freeway capacity and reduce congestion. The daily traffic volume on this freeway is about 315,000 vehicles. By 2030, this volume will increase by 15 percent, bringing it up to 363,000 vehicles per day. In addition to the project described above, regional plans include new carpool ramps at Cerritos Avenue using federal and state funds.

Cost:

The estimated cost to implement SR-57 improvements is \$258.7 million.





Freeway Projects

Riverside Freeway (SR-91)

Project **H**

Riverside Freeway (SR-91) Improvements from the Santa Ana Freeway (I-5) to the Orange Freeway (SR-57)

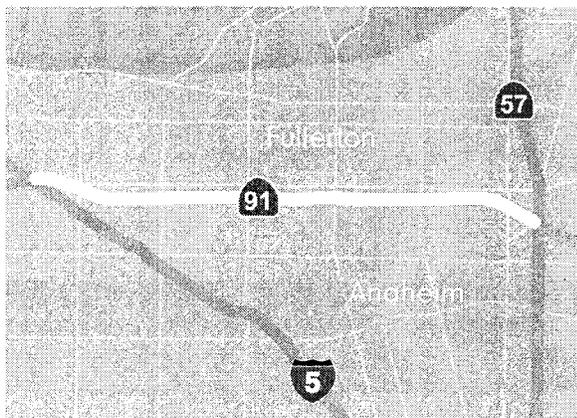
Description:

Add capacity in the westbound direction and provide operational improvements at on and off ramps to the SR-91 between I-5 and the Orange Freeway (SR-57), generally within existing right-of-way, to smooth traffic flow and relieve the SR-57/SR-91 interchange. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

The current daily freeway volume along this segment of SR-91 is about 256,000. By 2030, this volume is expected to increase by nearly 13 percent, bringing it up to 289,900 vehicles per day.

Cost:

The estimated cost for improvements in this segment of SR-91 is \$140.0 million.



Project **I**

Riverside Freeway (SR-91) Improvements from Orange Freeway (SR-57) to the Costa Mesa Freeway (SR-55) Interchange Area

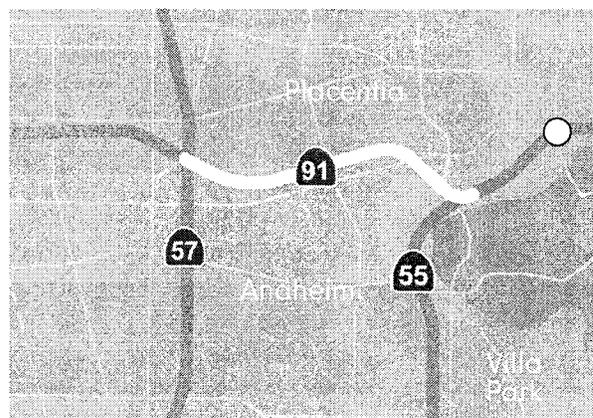
Description:

Improve the SR-91/SR-55 to SR-91/SR-57 interchange complex, including nearby local interchanges such as Tustin Avenue and Lakeview, as well as adding freeway capacity between SR-55 and SR-57. The project will generally be constructed within the existing right-of-way. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

Current freeway volume on this segment of the SR-91 is about 245,000 vehicles per day. This vehicular demand is expected to increase by 22 percent, bringing it up to 300,000 vehicles per day in the future.

Cost:

The estimated cost for these improvements to the SR-91 is \$416.5 million.



Freeway Projects

Riverside Freeway (SR-91)

Project **J**

Riverside Freeway (SR-91) Improvements from Costa Mesa Freeway (SR-55) to the Orange/ Riverside County Line

Description:

This project adds capacity on SR-91 beginning at SR-55 and extending to I-15 in Riverside County.

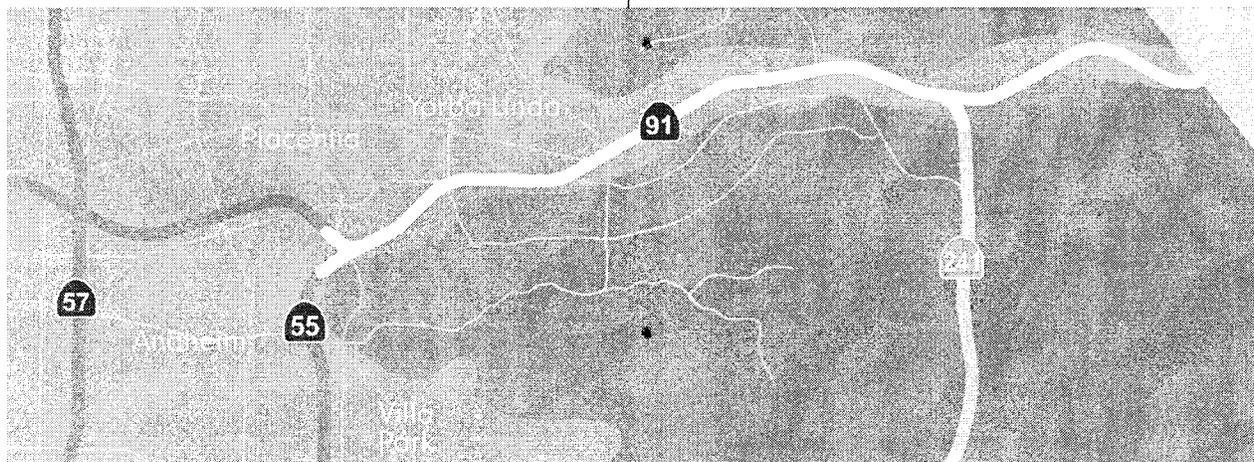
The first priority will be to improve the segment of SR-91 east of SR-241. The goal is to provide up to four new lanes of capacity between SR-241 and Riverside County Line by making best use of available freeway property, adding reversible lanes, building elevated sections and improving connections to SR-241. These projects would be constructed in conjunction with similar coordinated improvements in Riverside County extending to I-15 and provide a continuous set of improvements between SR-241 and I-15. The portion of improvements in Riverside County will be paid for from other sources. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

This project also includes improvements to the segment of SR-91 between SR-241 and SR-55. The concept is to generally add one new lane in each direction and improve the interchanges.

Today, this freeway carries about 314,000 vehicles every day. This volume is expected to increase by 36 percent, bringing it up to 426,000 vehicles by 2030.

Cost:

The estimated cost for these improvements to the SR-91 is \$925.0 million.





Freeway Projects

San Diego Freeway (I-405)

Project **K**

San Diego Freeway (I-405) Improvements between the I-605 Freeway in Los Alamitos area and Costa Mesa Freeway (SR-55)

Description:

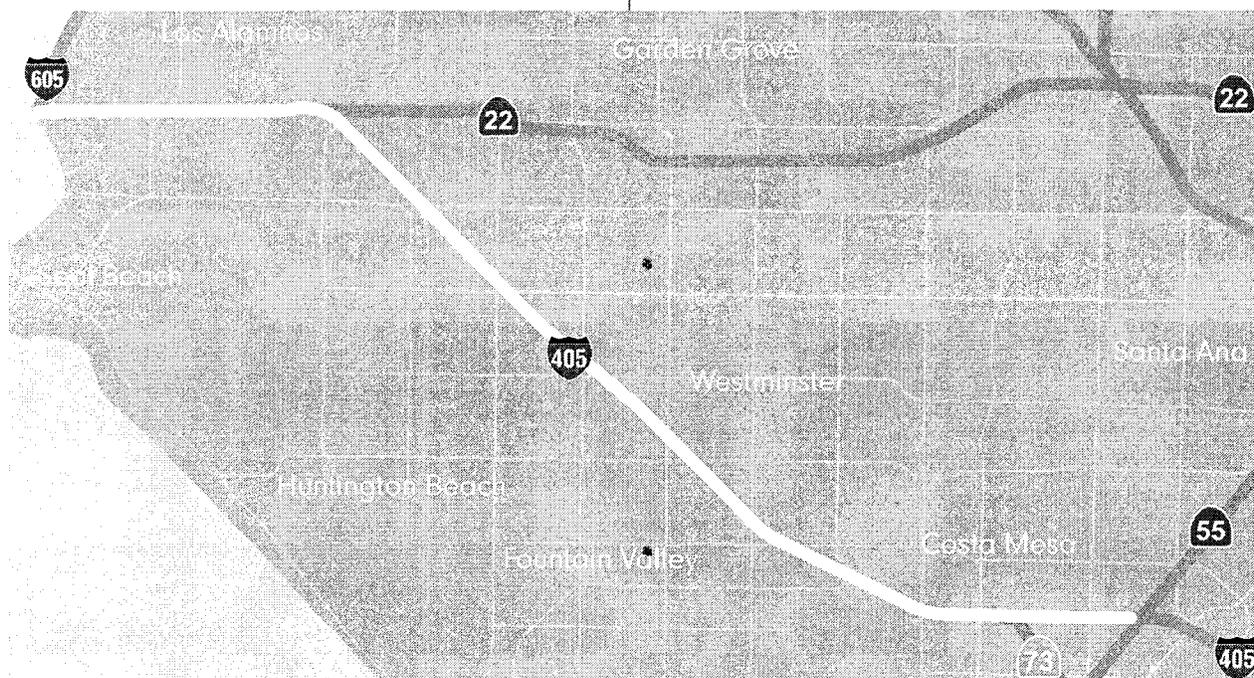
Add new lanes to the San Diego Freeway between I-605 and SR-55, generally within the existing right-of-way. The project will make best use of available freeway property, update interchanges and widen all local overcrossings according to city and regional master plans. The improvements will be coordinated with other planned I-405 improvements in the I-405/SR-22/I-605 interchange area to the north and I-405/SR-73 improvements to the south. The improvements will adhere to recommendations of the Interstate 405 Major Investment Study

* (as adopted by the Orange County Transportation Authority Board of Directors on October 14, 2005) and will be developed in cooperation with local jurisdictions and affected communities.

Today, I-405 carries about 430,000 vehicles daily. The volume is expected to increase by nearly 23 percent, bringing it up to 528,000 vehicles daily by 2030. The project will increase freeway capacity and reduce congestion. Near-term regional plans also include the improvements to the I-405/SR-73 interchange as well as a new carpool interchange at Bear Street using federal and state funds.

Cost:

The estimated cost for these improvements to the I-405 is \$500.0 million.





Freeway Projects

San Diego Freeway (I-405)

Project **L**

San Diego Freeway (I-405) Improvements between Costa Mesa Freeway (SR-55) and Santa Ana Freeway (I-5)

Description:

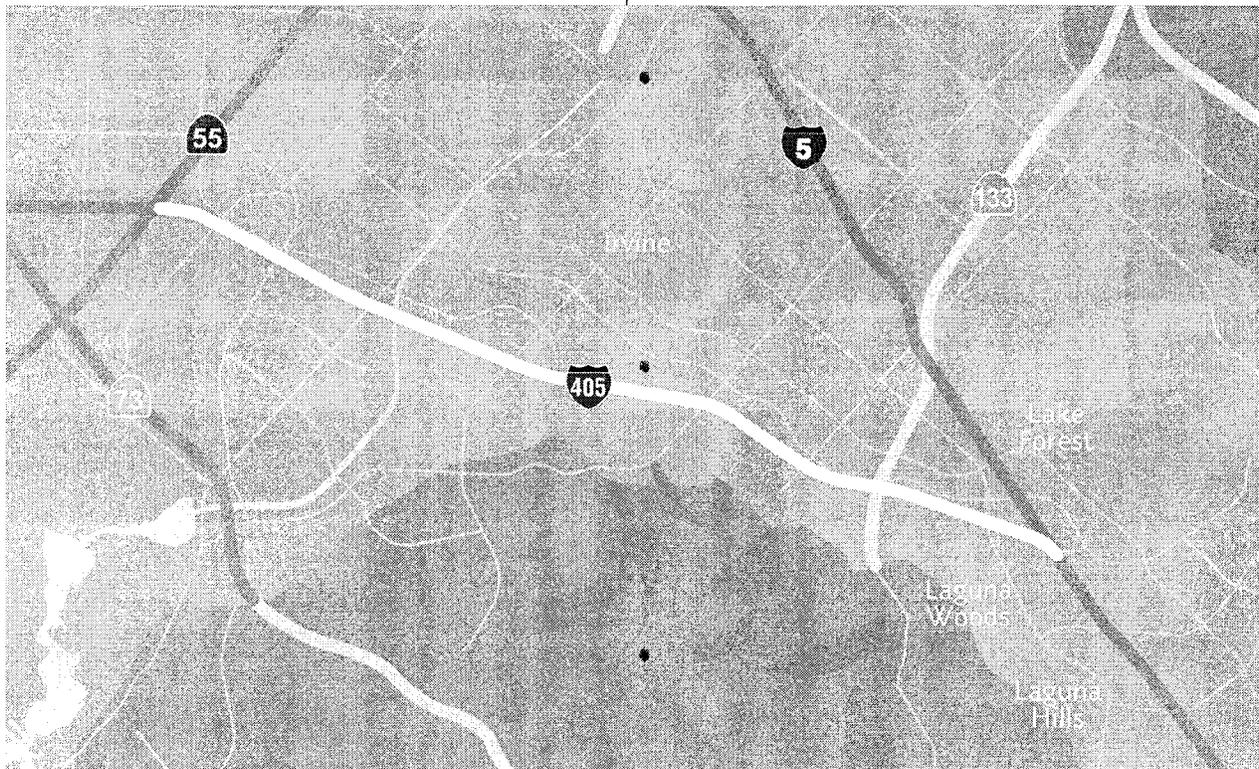
Add new lanes to the freeway from SR-55 to the I-5. The project will also improve chokepoints at interchanges and add merging lanes near on/off ramps such as Lake Forest Drive, Irvine Center Drive and SR-133 to improve the overall freeway operations in the I-405/I-5 El Toro "Y" area. The projects will generally be constructed within the existing right-of-way. Specific improvements will be

- subject to approved plans developed in cooperation with local jurisdictions and affected communities.

This segment of the freeway carries 354,000 vehicles a day. This number will increase by nearly 13 percent, bringing it up to 401,000 vehicles per day by 2030. The project will increase freeway capacity and reduce congestion. In addition to the projects described above, regional plans include a new carpool interchange at Von Karman Avenue using federal and state funds.

Cost:

The estimated cost for these improvements to the I-405 is \$319.7 million.





Freeways Projects

I-605 Freeway Access Improvements Freeway Service Patrol

Project **M**

I-605 Freeway Access Improvements

Description:

Improve freeway access and arterial connection to I-605 serving the communities of Los Alamitos and Cypress. The project will be coordinated with other planned improvements along SR-22 and I-405. Specific improvements will be subject to approved plans developed in cooperation with local jurisdictions and affected communities.

Regional plans also include the addition of new freeway-to-freeway carpool ramps to the I-405/I-605 interchange using federal and state funds. This improvement will connect to interchange improvements at I-405 and SR-22 as well as new freeway lanes between I-405 and I-605.

Cost:

The estimated cost to make these I-605 interchange improvements is \$20.0 million.

Project **N**

Freeway Service Patrol

Description:

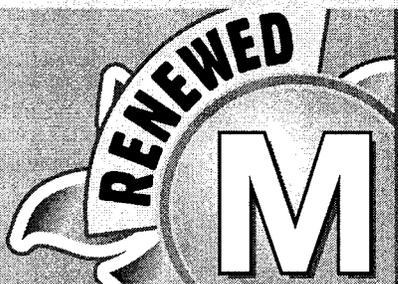
The Freeway Service Patrol (FSP) provides competitively bid, privately contracted tow truck service for motorists with disabled vehicles on the freeway system. This service helps stranded motorists and quickly clears disabled vehicles out of the freeway lanes to minimize congestion caused by vehicles blocking traffic and passing motorists rubbernecking.

Currently Freeway Service Patrol is available on Orange County freeways Monday through Friday during peak commuting hours. This project would assure that this basic level of service could be continued through 2041. As demand and congestion levels increase, this project would also permit service hours to be extended throughout the day and into the weekend.

Cost:

The estimated cost to support the Freeway Service Patrol Program for thirty years beyond 2011 is \$150.0 million.





Streets and Roads Projects Overview

Orange County has more than 6,500 lane miles of aging streets and roads, many of which are in need of repair, rejuvenation and improvement. Intersections need to be widened, traffic lights need to be synchronized, and potholes need to be filled. And, in many cases, to make Orange County's transportation system work smoothly, we need to add additional lanes to existing streets.

Thirty-two percent of net revenues from the Renewed Measure M Transportation Investment Plan is dedicated to maintaining streets, fixing potholes, improving intersections and widening city streets and county roads.

Making the System Work

Making the existing system of streets and roads work better—by identifying spot intersection improvements, filling potholes, repaving worn-out streets—is the basis of making a countywide transportation system work. That basis has to be the first priority. But to operate a successful, countywide system of streets and roads, we need more: street widenings and traffic signals synchronized countywide. And there's more. Pedestrian safety near local schools needs to be improved. Traffic flow must be smoothed. Street repairs must be made sooner. And, perhaps most importantly, cities and the county must work together—collaboratively—to find simple, low-cost traffic solutions.

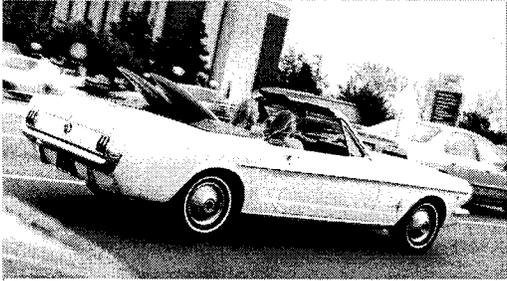
Renewed Measure M provides financial incentives for traffic improvements that cross city and county lines, providing a seamless, county-wide transportation system that's friendly to regional commuters and fair to local residents.

Better Cooperation

To place a higher priority on cooperative, collaborative regional decision-making, Renewed Measure M creates incentives that encourage traffic lights to be coordinated across jurisdictional lines, major street improvements to be better coordinated on a regional basis, and street repair programs to be a high priority countywide. To receive Measure M funding, cities and the county have to cooperate.

The Streets and Roads program in Renewed Measure M involves shared responsibilities—local cities and the county set their local priorities within a competitive, regional framework that rewards cooperation, honors best practices, and encourages government agencies to work together.





Streets and Roads Projects

Regional Capacity Program

Project

Regional Capacity Program

Description:

This program, in combination with local matching funds, provides a funding source to complete the Orange County Master Plan of Arterial Highways (MPAH). The program also provides for intersection improvements and other projects to help improve street operations and reduce congestion. The program allocates funds through a competitive process and targets projects that help traffic the most by considering factors such as degree of congestion relief, cost effectiveness, project readiness, etc.

Local jurisdictions must provide a dollar-for-dollar match to qualify for funding, but can be rewarded with lower match requirements if they give priority to other key objectives, such as better road maintenance and regional signal synchronization.

Roughly 1,000 miles of new street lanes remain to be completed, mostly in the form of widening existing streets to their ultimate planned width. Completion of the system will result in a more even traffic flow and efficient system.

Another element of this program is funding for construction of railroad over or underpass grade separations where high volume streets are impacted by freight trains along the Burlington Northern Santa Fe railroad in northern Orange County.

Cost:

The estimated cost for these street improvement projects is \$1,132.8 million.





Streets and Roads Projects

Regional Traffic Signal Synchronization Program

Project **P**

Regional Traffic Signal Synchronization Program

Description:

This program targets over 2,000 signalized intersections across the County for coordinated operation. The goal is to improve the flow of traffic by developing and implementing regional signal coordination programs that cross jurisdictional boundaries.

Most traffic signal synchronization programs today are limited to segments of roads or individual cities and agencies. For example, signals at intersections of freeways with arterial streets are controlled by Caltrans, while nearby signals at local street intersections are under the control of cities. This results in the street system operating at less than maximum efficiency. When completed, this project can increase the capacity of the street grid and reduce the delay by over six million hours annually.

To ensure that this program is successful, cities, the County of Orange and Caltrans will be required to work together and prepare a common traffic signal synchronization plan and the necessary governance and legal arrangements before receiving funds. In addition, cities will be required to provide 20 percent of the costs. Once in place, the program will provide funding for ongoing maintenance and operation of the synchronization plan. Local jurisdictions will be required to publicly report on the performance of their signal synchronization efforts at least every three years. Signal equipment to give emergency vehicles priority at intersections will be an eligible expense for projects implemented as part of this program.

Cost:

The estimated cost of developing and maintaining a regional traffic signal synchronization program for Orange County is \$453.1 million.



Streets and Roads Projects

Local Fair Share Program



Project

Local Fair Share Program

Description:

This element of the program will provide flexible funding to help cities and the County of Orange keep up with the rising cost of repairing the aging street system. In addition, cities can use these funds for other local transportation needs such as residential street projects, traffic and pedestrian safety near schools, signal priority for emergency vehicles, etc.

This program is intended to augment, rather than replace, existing transportation expenditures and therefore cities must meet the following requirements to receive the funds.

1. Continue to invest General Fund monies (or other local discretionary monies) for transportation and annually increase this commitment to keep pace with inflation.
2. Agree to use Measure M funds for transportation purposes only, subject to full repayment and a loss of funding eligibility for five years for any misuse.
3. Agree to separate accounting for Measure M funds and annual reporting on actual Measure M expenditures.
4. Develop and maintain a Pavement Management Program to ensure timely street maintenance and submit regular public reports on the condition of streets.

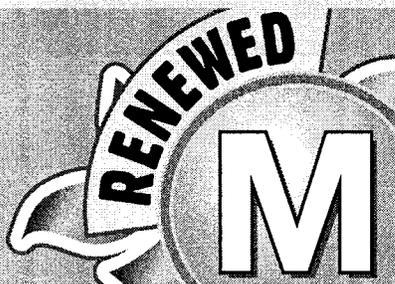
5. Annually submit a six-year Capital Improvement Program and commit to spend Measure M funds within three years of receipt.
6. Agree to assess traffic impacts of new development and require that new development pay a fair share of any necessary transportation improvements.
7. Agree to plan, build and operate major streets consistent with the countywide Master Plan of Arterial Highways to ensure efficient traffic flow across city boundaries.
8. Participate in Traffic Forums with neighboring jurisdictions to facilitate the implementation and maintenance of traffic signal synchronization programs and projects. This requires cities to balance local traffic policies with neighboring cities—for selected streets—to promote more efficient traffic circulation overall.
9. Agree to consider land use planning strategies that are transit-friendly, support alternative transportation modes including bike and pedestrian access and reduce reliance on the automobile.

The funds under this program are distributed to cities and the County of Orange by formula once the cities have fulfilled the above requirements. The formula will account for population, street mileage and amount of sales tax collected in each jurisdiction.

Cost:

The estimated cost for this program for thirty years is \$2,039.1 million.





Transit Overview

Building streets, roads and freeways helps fix today's traffic problems. Building a visionary transit system that is safe, clean and convenient focuses on Orange County's transportation future.

Twenty-five percent of net revenues from the Renewed Measure M Transportation Investment Plan is allocated towards building and improving rail and bus transportation in Orange County. Approximately twenty percent of the Renewed Measure M funds is allocated to developing a creative countywide transit program and five percent of the revenues will be used to enhance programs for senior citizens and for targeted, localized bus service. All transit expenditures must be consistent with the safeguards and audit provisions of the Plan.

A New Transit Vision

The key element of the Renewed Measure M transit program is improving the 100-year old Santa Fe rail line, known today as the Los Angeles/San Diego (LOSSAN) rail corridor, through the heart of the county. Then, by using this well-established, operational commuter rail system as a platform for future growth, existing rail stations will be developed into regional transportation hubs that can serve as regional transportation gateways or the centerpiece of local transportation services. A series of new, well-coordinated, flexible transportation systems, each one customized to the unique transportation vision the station serves, will be developed. Creativity and good financial sense will be encouraged. Partnerships will be promoted. Transportation solutions for each transportation hub can range from monorails to local mini-bus systems to new technologies. Fresh thinking will be rewarded.

The new, localized transit programs will bring competition to local transportation planning, creating a marketplace of transportation ideas where the best ideas emerge and compete for funding. The plan is to encourage civic entrepreneurship and stimulate private involvement and investment.

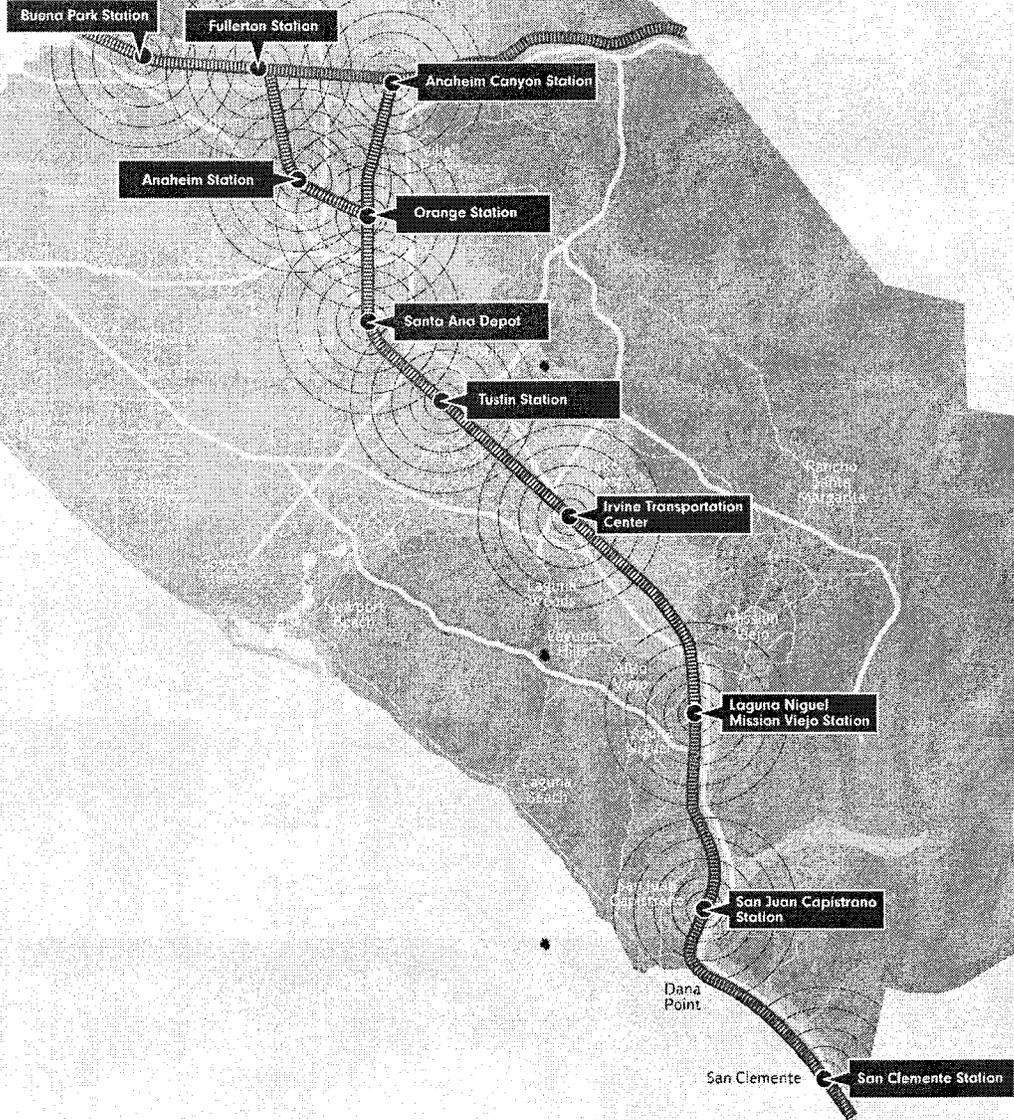
Transit Investment Criteria

The guiding principles for all transit investments are value, safety, convenience and reliability. Each local transit vision will be evaluated against clear criteria, such as congestion relief, cost-effectiveness, readiness, connectivity, and a sound operating plan.

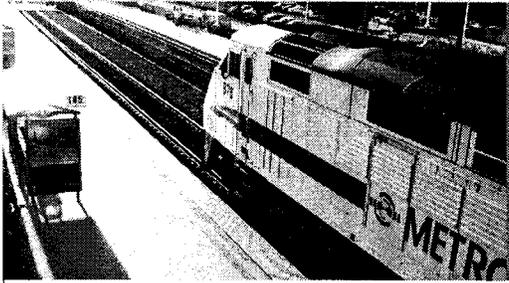
In terms of bus services, more specialized transit services, including improved van services and reduced fares for senior citizens and people with disabilities, will be provided. Safety at key bus stops will be improved. And a network of community-based, mini-bus services will be developed in areas outside of the central county rail corridor.



Orange County Transit Projects



- R** High Frequency Metrolink Service (—○— = existing rail line/stations) page 23
- S** Transit Extensions to Metrolink (⊙) page 23
- T** Metrolink Gateways (not mapped) page 24
- U** Expand Mobility Choices for Seniors and Persons with Disabilities (countywide; not mapped) page 24
- V** Community Based Transit/Circulators (countywide; not mapped) page 25
- W** Safe Transit Stops (countywide; not mapped) page 25



Transit Projects

High Frequency Metrolink Service Transit Extensions to Metrolink

Project **R**

High Frequency Metrolink Service

Description:

This project will increase rail services within the county and provide frequent Metrolink service north of Fullerton to Los Angeles. The project will provide for track improvements, more trains, and other related needs to accommodate the expanded service.

This project is designed to build on the successes of Metrolink and complement service expansion made possible by the current Measure M. The service will include upgraded stations and added parking capacity; safety improvements and quiet zones along the tracks; and frequent shuttle service and other means, to move arriving passengers to nearby destinations.

The project also includes funding for improving grade crossings and constructing over or underpasses at high volume arterial streets that cross the Metrolink tracks.

Cost:

The estimated cost of capital and operations is \$1,014.1 million.

Project **S**

Transit Extensions to Metrolink

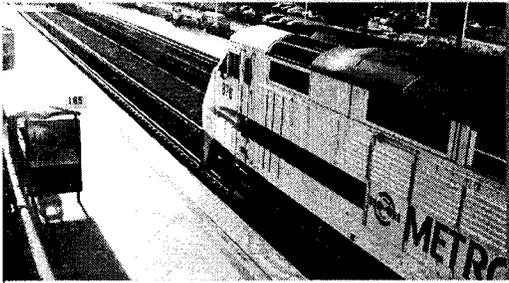
Description:

Frequent service in the Metrolink corridor provides a high capacity transit system linking communities within the central core of Orange County. This project will establish a competitive program for local jurisdictions to broaden the reach of the rail system to other activity centers and communities. Proposals for extensions must be developed and supported by local jurisdictions and will be evaluated against well-defined and well-known criteria as follows:

- Traffic congestion relief
- Project readiness, with priority given to projects that can be implemented within the first five years of the Plan
- Local funding commitments and the availability of right-of-way
- Proven ability to attract other financial partners, both public and private
- Cost-effectiveness
- Proximity to jobs and population centers
- Regional as well as local benefits
- Ease and simplicity of connections
- Compatible, approved land uses
- Safe and modern technology
- A sound, long-term operating plan

This project shall not be used to fund transit routes that are not directly connected to or that would be redundant to the core rail service on the Metrolink corridor. The emphasis shall be on expanding access to the core rail system and on establishing connections to communities and major activity centers that are not immediately adjacent to the Metrolink corridor. It is intended that multiple transit projects be funded through





Transit Projects

Metrolink Gateways

Expand Mobility Choices for Seniors and Persons with Disabilities

a competitive process and no single project may be awarded all of the funds under this program.

These connections may include a variety of transit technologies such as conventional bus, bus rapid transit or high capacity rail transit systems as long as they can be fully integrated and provide seamless transition for the users.

Cost:

The estimated cost to implement this program over thirty years is \$1,000.0 million.

Project T

Convert Metrolink Station(s) to Regional Gateways that Connect Orange County with High-Speed Rail Systems

Description:

This program will provide the local improvements that are necessary to connect planned future high-speed rail systems to stations on the Orange County Metrolink route.

The State of California is currently planning a high-speed rail system linking northern and southern California. One line is planned to terminate in Orange County. In addition, several magnetic levitation (MAGLEV) systems that would connect Orange County to Los Angeles and San Bernardino Counties, including a link from Anaheim to Ontario airport, are also being planned or proposed by other agencies.

Cost:

The estimated Measure M share of the cost for these regional centers and connections is \$226.6 million.



Project U

Expand Mobility Choices for Seniors and Persons with Disabilities

Description:

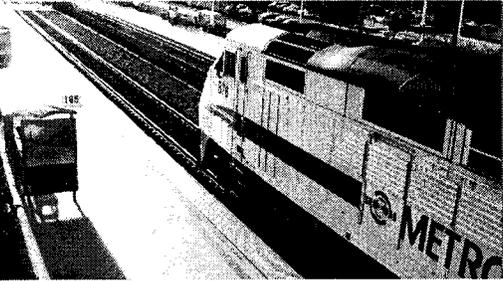
This project will provide services and programs to meet the growing transportation needs of seniors and persons with disabilities as follows:

- One percent of net revenues will stabilize fares and provide fare discounts for bus services, specialized ACCESS services and future rail services
- One percent of net revenues will be available to continue and expand local community van service for seniors through the existing Senior Mobility Program
- One percent will supplement existing countywide senior non-emergency medical transportation services

Over the next 30 years, the population age 65 and over is projected to increase by 93 percent. Demand for transit and specialized transportation services for seniors and persons with disabilities is expected to increase proportionately.

Cost:

- The estimated cost to provide these programs over 30 years is \$339.8 million.



Transit Projects

Community Based Transit/Circulators Safe Transit Stops

Project **V**

Community Based Transit/Circulators

Description:

This project will establish a competitive program for local jurisdictions to develop local bus transit services such as community based circulators, shuttles and bus trolleys that complement regional bus and rail services, and meet needs in areas not adequately served by regional transit. Projects will need to meet performance criteria for ridership, connection to bus and rail services, and financial viability to be considered for funding. All projects must be competitively bid, and they cannot duplicate or compete with existing transit services.

Cost:

The estimated cost of this project is \$226.5 million.

Project **W**

Safe Transit Stops

Description:

This project provides for passenger amenities at 100 busiest transit stops across the County. The stops will be designed to ease transfer between bus lines and provide passenger amenities such as improved shelters, lighting, current information on bus and train timetables and arrival times, and transit ticket vending machines.

Cost:

The estimated cost of this project is \$25.0 million.





Environmental Cleanup Overview

Every day, more than 70 million gallons of oily pollution, litter, and dirty contamination washes off streets, roads and freeways and pours onto Orange County waterways and beaches. When it rains, the transportation-generated pollution increases tenfold, contributing to the increasing number of beach closures and environmental hazards along the Orange County coast.

Prior to allocation of funds for freeway, street and transit projects, two percent of gross revenues from the Renewed Measure M Transportation Investment Plan is set aside to protect Orange County beaches from transportation-generated pollution (sometimes called "urban runoff") and improving ocean water quality.

Countywide Competitive Program

Measure M Environmental Cleanup funds will be used on a countywide, competitive basis to meet federal Clean Water Act standards for controlling transportation-generated pollution by funding nationally recognized Best Management Practices, such as catch basins with state-of-the-art biofiltration systems; or special roadside landscaping systems called bioswales that filter oil runoff from streets, roads and freeways.

The environmental cleanup program is designed to supplement, not supplant, existing transportation-related water quality programs. This clean-up program must improve, and not replace, existing pollution reduction efforts by cities, the county, and special districts. Funds will be awarded to the highest priority programs that improve water quality, keep our beaches and streets clean, and reduce transportation-generated pollution along Orange County's scenic coastline.





Environmental Cleanup

Project

Environmental Cleanup

Description:

Implement street and highway related water quality improvement programs and projects that will assist Orange County cities, the County of Orange and special districts to meet federal Clean Water Act standards for urban runoff.

The Environmental Cleanup monies may be used for water quality improvements related to both existing and new transportation infrastructure, including capital and operations improvements such as:

- Catch basin screens, filters and inserts
- Roadside bioswales and biofiltration channels
- Wetlands protection and restoration
- Continuous Deflective Separation (CDS) units
- Maintenance of catch basins and bioswales
- Other street-related "Best Management Practices" for capturing and treating urban runoff

This program is intended to augment, not replace existing transportation related water quality expenditures and to emphasize high-impact capital improvements over local operations and maintenance costs. In addition, all new freeway, street and transit capital projects will include water quality mitigation as part of project scope and cost.

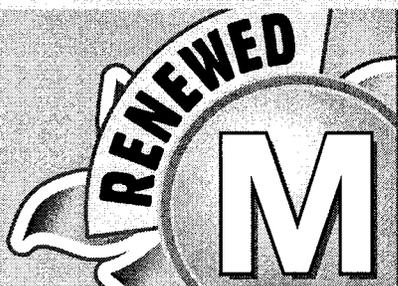
The Environmental Cleanup program is subject to the following requirements:

- Development of a comprehensive countywide capital improvement program for transportation related water quality improvements
- A competitive grant process to award funds to the highest priority, most cost-effective projects
- A matching requirement to leverage other federal, state and local funds for water quality improvements
- A maintenance of effort requirement to ensure that funds augment, not replace existing water quality programs
- Annual reporting on actual expenditures and an assessment of the water quality benefits provided
- A strict limit on administrative costs and a requirement to spend funds within three years of receipt
- Penalties for misuse of any of the Environmental Cleanup funds

Cost:

The estimated cost for the Environmental Cleanup program is \$237.2 million. In addition it is estimated that new freeway, road and transit projects funded by the Renewed Measure M Transportation Investment Plan will include more than \$165 million for mitigating water quality impacts.





Taxpayer Safeguards and Audits Overview

When new transportation dollars are approved, they should go for transportation and transportation alone. No bait-and-switch. No using transportation dollars for other purposes. The original Measure M went solely for transportation. The Renewed Measure M will be just as airtight.

And there will be no hidden costs in the program.

Prior to allocation of funds for freeway, street and transit projects, one percent of gross revenues from the Renewed Measure M Transportation Investment Plans is set aside for audits, safeguards, and taxpayer protection. By state law, one and one half percent of the gross sales taxes generated by Measure M must be paid to the California State Board of Equalization for collecting the countywide one-half percent sales tax that funds the Transportation Investment Program.

Special Trust Fund

To guarantee transportation dollars are used for transportation purposes, all funds must be kept in a special trust fund. An independent, outside audit of this fund will protect against cheaters who try to use the transportation funds for purposes other than specified transportation uses. A severe punishment will disqualify any agency that cheats from receiving Measure M funds for a five-year period.

The annual audits, and annual reports detailing project progress, will be sent to Orange County taxpayers every year and will be reviewed in public session by a special Taxpayer Oversight Committee that can raise fiscal issues, ask tough questions, and must independently certify, on an annual basis, that transportation dollars have been spent strictly according to the Renewed Measure M Investment Plan.

Back to the Voters

Of course, over the next 30 years, things will change. Minor adjustments can be made by a 2/3 vote of the Taxpayer Oversight Committee and a 2/3 vote of the Orange County Local Transportation Authority Board of Directors. Major changes must be taken back to voters for authorization. And, every ten years, and more frequently if necessary, the Orange County Local Transportation Authority must conduct a thorough examination of the Renewed Measure M Investment Plan and determine if major changes should be submitted to the voters.

There are other important taxpayer safeguards, all designed to insure the integrity of the voter-authorized plans. But each is focused on one goal: guaranteeing that new transportation dollars are devoted to solving Orange County's traffic problems and that no transportation dollars are diverted to anything else.





Taxpayer Safeguards and Audits

Taxpayer Safeguards and Audits

Description:

Implement and maintain strict taxpayer safeguards to ensure that the Renewed Measure M Transportation Investment Plan is delivered as promised. Restrict administrative costs to one percent (1%) of total tax revenues and state collection of the tax as prescribed in state law [currently one-and-one-half (1.5%) percent].

Administration of the Transportation Investment Plan and all spending is subject to the following specific safeguards and requirements:

Oversight

- All spending is subject to an annual independent audit
- Spending decisions must be annually reviewed and certified by an independent Taxpayer Oversight Committee
- An annual report on spending and progress in implementing the Plan must be submitted to taxpayers

Integrity of the Plan

- No changes to the Plan can be made without review and approval by 2/3 vote of the Taxpayer Oversight Committee
- Major changes to the Plan such as deleting a project or shifting projects among major spending categories (Freeways, Streets & Roads, Transit, Environmental Cleanup) must be ratified by a majority of voters
- The Plan must be subject at least every ten years to public review and assessment of progress in delivery, public support and changed circumstances. Any significant proposed changes to the Plan must be approved by the Taxpayer Oversight Committee and ratified by a majority of voters.

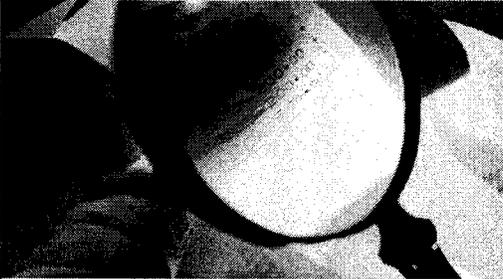
Fund Accounting

- All tax revenues and interest earned must be deposited and maintained in a separate trust fund. Local jurisdictions that receive allocations must also maintain them in a separate fund.
- All entities receiving tax funds must report annually on expenditures and progress in implementing projects
- At any time, at its discretion, the Taxpayer Oversight Committee may conduct independent reviews or audits of the spending of tax funds
- The elected Auditor/Controller of Orange County must annually certify that spending is in accordance with the Plan

Spending Requirements

- Local jurisdictions receiving funds must abide by specific eligibility and spending requirements detailed in the Streets & Roads and Environmental Cleanup components of the Plan
- Funds must be used only for transportation purposes described in the Plan. The penalty for misspending is full repayment and loss of funding eligibility for a period of five years.
- No funds may be used to replace private developer funding committed to any project or improvement
- Funds shall augment, not replace existing funds
- Every effort shall be made to maximize matching state and federal transportation dollars





Taxpayer Safeguards and Audits

Taxpayer Oversight Committee

- The committee shall consist of eleven members—two members from each of the five Board of Supervisor's districts, who shall not be elected or appointed officials—along with the elected Auditor/Controller of Orange County
- Members shall be recruited and screened for expertise and experience by the Orange County Grand Jurors Association. Members shall be selected from the qualified pool by lottery.
- The committee shall be provided with sufficient resources to conduct independent reviews and audits of spending and implementation of the Plan

Collecting the Tax

- The State Board of Equalization shall be paid one-and-one-half (1.5) percent of gross revenues each fiscal year for its services in collecting sales tax revenue as prescribed in Section 7273 of the State's Revenue and Taxation Code

Cost:

The estimated cost for Safeguards and Audits over thirty years is \$296.6 million.





Measure M Investment Summary

LOCATION	PROJECTS	COSTS 2005 estimates in millions	
Freeway Projects (in millions)			\$4,871.1
I-5	Santa Ana Freeway Interchange Improvements	A	\$470.0
I-5	Santa Ana/San Diego Freeway Improvements	B C D	1,185.2
SR-22	Garden Grove Freeway Access Improvements	E	120.0
SR-55	Costa Mesa Freeway Improvements	F	366.0
SR-57	Orange Freeway Improvements	G	258.7
SR-91	Riverside Freeway Improvements	H I J	1,481.5
I-405	San Diego Freeway Improvements	K L	819.7
I-605	Freeway Access Improvements	M	20.0
All	Freeway Service Patrol	N	150.0
Streets & Roads Projects (in millions)			\$3,625.0
	Regional Capacity Program	O	\$1,132.8
	Regional Traffic Signal Synchronization Program	P	453.1
	Local Fair Share Program	Q	2,039.1
Transit Projects (in millions)			\$2,832.0
	High Frequency Metrolink Service	R	\$1,014.1
	Transit Extensions to Metrolink	S	1,000.0
	Metrolink Gateways	T	226.6
	Expand Mobility Choices for Seniors and Persons with Disabilities	U	339.8
	Community Based Transit/Circulators	V	226.5
	Safe Transit Stops	W	25.0
Environmental Cleanup (in millions)			\$237.2
	Clean Up Highway and Street Runoff that Pollutes Beaches	X	\$237.2
Taxpayer Safeguards and Audits (in millions)			\$296.6
	Collect Sales Taxes (State charges required by law)		\$178.0
	Oversight and Annual Audits		118.6
Total (2005 dollars in millions)			\$11,861.9

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ATTACHMENT B

ALLOCATION OF NET REVENUES

I. DEFINITIONS.

For purposes of the Ordinance the following words shall mean as stated.

A. "Capital Improvement Program": a multi-year-year funding plan to implement capital transportation projects and/or programs, including but not limited to capacity, safety, operations, maintenance, and rehabilitation projects.

B. "Circulation Element": an element of an Eligible Jurisdiction's General Plan depicting planned roadways and related policies, including consistency with the MPAH.

C. "Congestion Management Program": a program established in 1990 (California Government Code 65089), for effective use of transportation funds to alleviate traffic congestion and related impacts through a balanced transportation and land use planning process.

D. "Eligible Jurisdiction": a city in Orange County or the County of Orange, which satisfies the requirements of Section III A.

E. "Encumbrance": the execution of a contract or other action to be funded by Net Revenues.

F. "Environmental Cleanup": street, highway, freeway and transit related water quality improvement programs and projects as described in the Plan.

G. "Environmental Cleanup Revenues": Two percent (2%) of the Revenues allocated annually plus interest and other earnings on the allocated revenues, which shall be maintained in a separate account.

H. "Expenditure Report": a detailed financial report to account for receipt, interest earned and use of Measure M and other funds consistent with requirements of the Ordinance.

I. "Freeway Project": the planning, design, construction, improvement,

1 operation or maintenance necessary for, incidental to, or convenient for a state or interstate
2 freeway.

3 J. "Local Fair Share Program": a formula-based allocation to Eligible
4 Jurisdictions for Street and Road Projects as described in the Plan.

5 K. "Local Traffic Signal Synchronization Plan": identification of traffic
6 signal synchronization street routes and traffic signals within a jurisdiction.

7 L. "Master Plan of Arterial Highways (MPAH)": a countywide
8 transportation plan administered by the Authority defining the ultimate number of through
9 lanes for arterial streets, and designating the traffic signal synchronization street routes in
10 Orange County.

11 M. "Net Revenues": The remaining Revenues after the deduction for: (i)
12 amounts payable to the State Board of Equalization for the performance of functions
13 incidental to the administration and operation of the Ordinance, (ii) costs for the
14 administration of the Ordinance, (iii) two percent (2%) of the Revenues annually allocated
15 for Environmental Cleanup, and (iv) satisfaction of debt service requirements of all bonds
16 issued pursuant to the Ordinance that are not satisfied out of separate allocations.

17 N. "Pavement Management Plan": a plan to manage the preservation,
18 rehabilitation, and maintenance of paved roads by analyzing pavement life cycles,
19 assessing overall system performance and costs, and determining alternative strategies
20 and costs necessary to improve paved roads.

21 O. "Permit Streamlining": commitments by state and federal agencies to
22 reduce project delays associated with permitting of freeway projects through development
23 of a comprehensive conservation strategy early in the planning process and the permitting
24 of multiple projects with a single comprehensive conservation strategy.

25 P. "Programmatic Mitigation": permanent protection of areas of high
26 ecological value, and associated restoration, management and monitoring, to
27 comprehensively compensate for numerous, smaller impacts associated with individual
28 transportation projects. Continued function of existing mitigation features, such as wildlife

1 passages, is not included.

2 Q. "Project Final Report": certification of completion of a project funded
3 with Net Revenues, description of work performed, and accounting of Net Revenues
4 expended and interest earned on Net Revenues allocated for the project.

5 R. "Regional Capacity Program": capital improvement projects to
6 increase roadway capacity and improve roadway operation as described in the Plan.

7 S. "Regional Traffic Signal Synchronization Program": competitive capital
8 and operations funding for the coordination of traffic signals across jurisdictional boundaries
9 as included in the Traffic Signal Synchronization Master Plan and as described in the Plan.

10 T. "Revenues": All gross revenues generated from the transactions and
11 use tax of one-half of one percent (1/2%) plus any interest or other earnings thereon.

12 U. "State Board of Equalization": agency of the State of California
13 responsible for the administration of sales and use taxes.

14 V. "Street and Road Project": the planning, design, construction,
15 improvement, operation or maintenance necessary for, incidental to, or convenient for a
16 street or road, or for any transportation purpose, including, but not limited to, purposes
17 authorized by Article XIX of the California Constitution.

18 W. "Traffic Forums": a group of Eligible Jurisdictions working together to
19 facilitate the planning of traffic signal synchronization among the respective jurisdictions.

20 X. "Traffic Signal Synchronization Master Plan": an element of the
21 MPAH to promote smooth traffic flow through synchronization of traffic signals along
22 designated street routes in the County.

23 Y. "Transit": the transportation of passengers by bus, rail, fixed guideway
24 or other vehicle.

25 Z. "Transit Project": the planning, design, construction, improvement,
26 equipment, operation or maintenance necessary for, or incidental to, or convenient for
27 transit facilities or transit services.

28 AA. "Watershed Management Areas": areas to be established by the

1 County of Orange, in cooperation with local jurisdictions, or by another public entity with
2 appropriate legal authority, for the management of water run-off related to existing or new
3 transportation projects.

4 II. REQUIREMENTS.

5 The Authority may allocate Net Revenues to the State of California, an Eligible
6 Jurisdiction, or the Authority for any project, program or purpose as authorized by the
7 Ordinance, and the allocation of Net Revenues by the Authority shall be subject to the
8 following requirements:

9 A. Freeway Projects

10 1. The Authority shall make every effort to maximize state and
11 federal funding for Freeway Projects. No Net Revenues shall be allocated in any year to
12 any Freeway Project if the Authority has made findings at a public meeting that the state or
13 the federal government has reduced any allocations of state funds or federal funds to the
14 Authority as the result of the addition of any Net Revenues.

15 2. All Freeway Projects funded with Net Revenues, including
16 project development and overall project management, shall be a joint responsibility of
17 Caltrans, the Authority, and the affected jurisdiction(s). All major approval actions,
18 including the project concept, the project location, and any subsequent change in project
19 scope shall be jointly agreed upon by Caltrans, the Authority, and the project sponsors, and
20 where appropriate, by the Federal Highway Administration and/or the California
21 Transportation Commission.

22 3. Prior to the allocation of Net Revenues for a Freeway Project,
23 the Authority shall obtain written assurances from the appropriate state agency that after
24 the Freeway Project is constructed to at least minimum acceptable state standards, the
25 state shall be responsible for the maintenance and operation of such Freeway Project.

26 4. Freeway Projects will be built largely within existing rights of
27 way using the latest highway design and safety requirements. However, to the greatest
28 extent possible within the available budget, Freeway Projects shall be implemented using

1 Context Sensitive Design, as described in the nationally recognized Federal Highway
2 Administration (FHWA) Principles of Context Sensitive Design Standards. Freeway
3 Projects will be planned, designed and constructed using a flexible community-responsive
4 and collaborative approach to balance aesthetic, historic and environmental values with
5 transportation safety, mobility, maintenance and performance goals. Context Sensitive
6 Design features include: parkway-style designs; environmentally friendly, locally native
7 landscaping; sound reduction; improved wildlife passage and aesthetic treatments, designs
8 and themes that are in harmony with the surrounding communities.

9 5. At least five percent (5%) of the Net Revenues allocated for
10 Freeway Projects shall fund Programmatic Mitigation for Freeway Projects. These funds
11 shall be derived by pooling funds from the mitigation budgets of individual Freeway
12 Projects, and shall only be allocated subject to the following:

13 a. Development of a Master Environmental Mitigation and
14 Resource Protection Plan and Agreement (Master Agreement) between the Authority and
15 state and federal resource agencies that includes:

16 (i) commitments by the Authority to provide for
17 programmatic environmental mitigation of the Freeway Projects,

18 (ii) commitments by state and federal resource
19 agencies to reduce project delays associated with permitting and streamline the permit
20 process for Freeway Projects,

21 (iii) an accounting process for mitigation obligations
22 and credits that will document net environmental benefit from regional, programmatic
23 mitigation in exchange for net benefit in the delivery of transportation improvements
24 through streamlined and timely approvals and permitting, and

25 (iv) a description of the specific mitigation actions and
26 expenditures to be undertaken and a phasing, implementation and maintenance plan.

27 (v) appointment by the Authority of a Mitigation and
28 Resource Protection Program Oversight Committee ("Environmental Oversight

1 Committee”) to make recommendations to the Authority on the allocation of the Net
2 Revenues for programmatic mitigation, and to monitor implementation of the Master
3 Agreement. The Environmental Oversight Committee shall consist of no more than twelve
4 members and be comprised of representatives of the Authority, Caltrans, state and federal
5 resource agencies, non-governmental environmental organizations, the public and the
6 Taxpayers Oversight Committee.

7 b. A Master Agreement shall be developed as soon as
8 practicable following the approval of the ballot proposition by the electors. It is the intent of
9 the Authority and state and federal resource agencies to develop a Master Agreement prior
10 to the implementation of Freeway Projects.

11 c. Expenditures of Net Revenues made subject to a Master
12 Agreement shall be considered a Freeway Project and may be funded from the proceeds of
13 bonds issued subject to Section 5 of the Ordinance.

14 B. Transit Projects

15 1. The Authority shall make every effort to maximize state and
16 federal funding for Transit Projects. No Net Revenues shall be allocated in any year for
17 any Transit Project if the Authority has made findings at a public meeting that the state or
18 the federal government has reduced any allocations of state funds or federal funds to the
19 Authority as the result of the addition of any Revenues.

20 2. Prior to the allocation of Net Revenues for a Transit Project, the
21 Authority shall obtain a written agreement from the appropriate jurisdiction that the Transit
22 Project will be constructed, operated and maintained to minimum standards acceptable to
23 the Authority.

24 C. Street and Road Projects

25 Prior to the allocation of Net Revenues for any Street and Road
26 Project, the Authority, in cooperation with affected agencies, shall determine the entity(ies)
27 to be responsible for the maintenance and operation thereof.

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III. REQUIREMENTS FOR ELIGIBLE JURISDICTIONS.

A. In order to be eligible to receive Net Revenues, a jurisdiction shall satisfy and continue to satisfy the following requirements.

1. Congestion Management Program. Comply with the conditions and requirements of the Orange County Congestion Management Program (CMP) pursuant to the provisions of Government Code Section 65089.

2. Mitigation Fee Program. Assess traffic impacts of new development and require new development to pay a fair share of necessary transportation improvements attributable to the new development.

3. Circulation Element. Adopt and maintain a Circulation Element of the jurisdiction's General Plan consistent with the MPAH.

4. Capital Improvement Program. Adopt and update biennially a six-year Capital Improvement Program (CIP). The CIP shall include all capital transportation projects, including projects funded by Net Revenues, and shall include transportation projects required to demonstrate compliance with signal synchronization and pavement management requirements.

5. Traffic Forums.

Participate in Traffic Forums to facilitate the planning of traffic signal synchronization programs and projects. Eligible Jurisdictions and Caltrans, in participation with the County of Orange and the Orange County Division of League of Cities, will establish the boundaries for Traffic Forums. The following will be considered when establishing boundaries:

- a. Regional traffic routes and traffic patterns;
- b. Inter-jurisdictional coordination efforts; and
- c. Total number of Traffic Forums.

6. Local Traffic Signal Synchronization Plan. Adopt and maintain a Local Traffic Signal Synchronization Plan which shall identify traffic signal synchronization street routes and traffic signals; include a three-year plan showing costs, available funding

1 and phasing of capital, operations and maintenance of the street routes and traffic signals;
2 and include information on how the street routes and traffic signals may be synchronized
3 with traffic signals on the street routes in adjoining jurisdictions. The Local Traffic Signal
4 Synchronization Plan shall be consistent with the Traffic Signal Synchronization Master
5 Plan.

6 7. Pavement Management Plan. Adopt and update biennially a
7 Pavement Management Plan, and issue, using a common format approved by the
8 Authority, a report every two years regarding the status of road pavement conditions and
9 implementation of the Pavement Management Plan.

10 a. Authority, in consultation with the Eligible Jurisdictions,
11 shall define a countywide management method to inventory, analyze and evaluate road
12 pavement conditions, and a common method to measure improvement of road pavement
13 conditions.

14 b. The Pavement Management Plan shall be based on:
15 either the Authority's countywide pavement management method or a comparable
16 management method approved by the Authority, and the Authority's method to measure
17 improvement of road pavement conditions.

18 c. The Pavement Management Plan shall include:
19 (i) Current status of pavement on roads;
20 (ii) A six-year plan for road maintenance and
21 rehabilitation, including projects and funding;
22 (iii) The projected road pavement conditions resulting
23 from the maintenance and rehabilitation plan; and
24 (iv) Alternative strategies and costs necessary to
25 improve road pavement conditions.

26 8. Expenditure Report. Adopt an annual Expenditure Report to
27 account for Net Revenues, developer/traffic impact fees, and funds expended by the
28 Eligible Jurisdiction which satisfy the Maintenance of Effort requirements. The Expenditure

1 Report shall be submitted by the end of six (6) months following the end of the jurisdiction's
2 fiscal year and include the following:

- 3 a. All Net Revenue fund balances and interest earned.
- 4 b. Expenditures identified by type (i.e., capital, operations,
5 administration, etc.), and program or project .

6 9. Project Final Report. Provide Authority with a Project Final
7 Report within six months following completion of a project funded with Net Revenues.

8 10. Time Limits for Use of Net Revenues.

9 a. Agree that Net Revenues for Regional Capacity Program
10 projects and Regional Traffic Signal Synchronization Program projects shall be expended
11 or encumbered no later than the end of the fiscal year for which the Net Revenues are
12 programmed. A request for extension of the encumbrance deadline for no more than
13 twenty-four months may be submitted to the Authority no less than ninety days prior to the
14 deadline. The Authority may approve one or more requests for extension of the
15 encumbrance deadline.

16 b. Agree that Net Revenues allocated for any program or
17 project, other than a Regional Capacity Program project or a Regional Traffic Signal
18 Synchronization Program project, shall be expended or encumbered within three years of
19 receipt. The Authority may grant an extension to the three-year limit, but extensions shall
20 not be granted beyond a total of five years from the date of the initial funding allocation.

21 c. In the event the time limits for use of Net Revenues are
22 not satisfied then any retained Net Revenues that were allocated to an Eligible Jurisdiction
23 and interest earned thereon shall be returned to the Authority and these Net Revenues and
24 interest earned thereon shall be available for allocation to any project within the same
25 source program.

26 11. Maintenance of Effort. Annual certification that the Maintenance
27 of Effort requirements of Section 6 of the Ordinance have been satisfied.

28 12. No Supplanting of Funds. Agree that Net Revenues shall not be

1 used to supplant developer funding which has been or will be committed for any
2 transportation project.

3 13. Consider, as part of the Eligible Jurisdiction's General Plan, land
4 use planning strategies that accommodate transit and non-motorized transportation.

5 B. Determination of Non-Eligibility

6 A determination of non-eligibility of a jurisdiction shall be made only
7 after a hearing has been conducted and a determination has been made by the Authority's
8 Board of Directors that the jurisdiction is not an Eligible Jurisdiction as provided
9 hereinabove.

10 IV. ALLOCATION OF NET REVENUES: GENERAL PROVISIONS.

11 A. Subject to the provisions of the Ordinance, including Section II above,
12 use of the Revenues shall be as follows:

13 1. First, the Authority shall pay the State Board of Equalization for
14 the services and functions;

15 2. Second, the Authority shall pay the administration expenses of
16 the Authority;

17 3. Third, the Authority shall satisfy the annual allocation
18 requirement of two percent (2%) of Revenues for Environmental Cleanup; and

19 4. Fourth, the Authority shall satisfy the debt service requirements
20 of all bonds issued pursuant to the Ordinance that are not satisfied out of separate
21 allocations.

22 B. After providing for the use of Revenues described in Section A above,
23 and subject to the averaging provisions of Section D below, the Authority shall allocate the
24 Net Revenues as follows:

25 1. Forty-three percent (43%) for Freeway Projects;

26 2. Thirty-two percent (32%) for Street and Road Projects; and

27 3. Twenty-five percent (25%) for Transit Projects.

28 C. The allocation of thirty-two percent (32%) of the Net Revenues for

1 Street and Road Projects pursuant to Section B 2 above shall be made as follows:

2 1. Ten percent (10%) of the Net Revenues shall be allocated for
3 Regional Capacity Program projects;

4 2. Four percent (4%) of the Net Revenues shall be allocated for
5 Regional Traffic Signal Synchronization Program projects; and

6 3. Eighteen percent (18%) of the Net Revenues shall be allocated
7 for Local Fair Share Program projects.

8 D. In any given year, except for the allocations for Local Fair Share
9 Program projects, the Authority may allocate Net Revenues on a different percentage basis
10 than required by Sections B and C above in order to meet short-term needs and to
11 maximize efforts to capture state, federal, or private transportation dollars, provided the
12 percentage allocations set forth in Sections B and C above shall be achieved during the
13 duration of the Ordinance.

14 E. The Authority shall allocate Net Revenues for programs and projects
15 as necessary to meet contractual, program or project obligations, and the Authority may
16 withhold allocations until needed to meet contractual, program or project obligations, except
17 that Net Revenues allocated for the Local Fair Share Program pursuant to Section C above
18 shall be paid to Eligible Jurisdictions within sixty days of receipt by the Authority.

19 F. The Authority may exchange Net Revenues from a Plan funding
20 category for federal, state or other local funds allocated to any public agency within or
21 outside the area of jurisdiction to maximize the effectiveness of the Plan. The Authority and
22 the exchanging public agency must use the exchanged funds for the same program or
23 project authorized for the use of the funds prior to the exchange. Such federal, state or
24 local funds received by the Authority shall be allocated by the Authority to the same Plan
25 funding category that was the source of the exchanged Net Revenues, provided, however,
26 in no event shall an exchange reduce the Net Revenues allocated for Programmatic
27 Mitigation of Freeway Projects.

28 G. If additional funds become available for a specific project or program

1 described in the Plan, the Authority may allocate the Net Revenues replaced by the receipt
2 of those additional funds, in the following order of priority: first, to Plan projects and
3 programs which provide congestion relief in the geographic region which received the
4 additional funds; second, to other projects and programs within the affected geographic
5 region which may be placed in the Plan through an amendment to the Ordinance; and third,
6 to all other Plan projects and programs.

7 H. Upon review and acceptance of the Project Final Report, the Authority
8 shall allocate the balance of Net Revenues for the project, less the interest earned on the
9 Net Revenues allocated for the project.

10 V. ALLOCATION OF NET REVENUES; STREETS AND ROADS PROGRAMS/
11 PROJECTS

12 A. Regional Capacity Program.

13 1. Matching Funds. An Eligible Jurisdiction shall contribute local
14 matching funds equal to fifty percent (50%) of the project or program cost. This local match
15 requirement may be reduced as follows:

16 a. A local match reduction of ten percent (10%) of the
17 eligible cost if the Eligible Jurisdiction implements, maintains and operates in conformance
18 with the Traffic Signal Synchronization Master Plan.

19 b. A local match reduction of ten percent (10%) of the
20 eligible cost if the Eligible Jurisdiction either:

21 (i) has measurable improvement of paved road
22 conditions during the previous reporting period as determined pursuant to the Authority's
23 method of measuring improvement of road pavement conditions, or

24 (ii) has road pavement conditions during the previous
25 reporting period which are within the highest twenty percent of the scale for road pavement
26 conditions as determined pursuant to the Authority's method of measuring improvement of
27 road pavement conditions.

28 c. A local match reduction of five percent (5%) of the

1 eligible cost if the Eligible Jurisdiction does not use any Net Revenues as part of the funds
2 for the local match.

3 2. Allocations shall be determined pursuant to a countywide
4 competitive procedure adopted by the Authority. Eligible Jurisdictions shall be consulted by
5 the Authority in establishing criteria for determining priority for allocations.

6 B. Regional Traffic Signal Synchronization Program.

7 1. Traffic Signal Synchronization Master Plan.

8 The Authority shall adopt and maintain a Traffic Signal
9 Synchronization Master Plan, which shall be a part of the Master Plan of Arterial Highways.
10 The Traffic Signal Synchronization Master Plan shall include traffic signal synchronization
11 street routes and traffic signals within and across jurisdictional boundaries, and the means
12 of implementing, operating and maintaining the programs and projects, including necessary
13 governance and legal arrangements.

14 2. Allocations.

15 a. Allocations shall be determined pursuant to a countywide
16 competitive procedure adopted by the Authority. Eligible Jurisdictions shall be consulted by
17 the Authority in establishing criteria for determining priority for allocations.

18 b. The Authority shall give priority to programs and projects
19 which include two or more jurisdictions.

20 c. The Authority shall encourage the State to participate in
21 the Regional Traffic Signal Synchronization Program and Authority shall give priority to use
22 of transportation funds as match for the State's discretionary funds used for implementing
23 the Regional Traffic Signal Synchronization Program.

24 3. An Eligible Jurisdiction shall contribute matching local funds
25 equal to twenty percent (20%) of the project or program cost. The requirement for
26 matching local funds may be satisfied all or in part with in-kind services provided by the
27 Eligible Jurisdiction for the program or project, including salaries and benefits for
28 employees of the Eligible Jurisdiction who perform work on the project or programs.

1 4. An Eligible Jurisdiction shall issue a report once every three
2 years regarding the status and performance of its traffic signal synchronization activities.

3 5. Not less than once every three years an Eligible Jurisdiction
4 shall review and revise, as may be necessary, the timing of traffic signals included as part
5 of the Traffic Signal Synchronization Master Plan.

6 6. An Eligible Jurisdiction withdrawing from a signal
7 synchronization project shall be required to return Net Revenues allocated for the project.

8 C. Local Fair Share Program.

9 The allocation of eighteen percent (18%) of the Net Revenues for
10 Local Fair Share Program projects shall be made to Eligible Jurisdictions in amounts
11 determined as follows:

12 1. Fifty percent (50%) divided between Eligible Jurisdictions based
13 on the ratio of each Eligible Jurisdiction's population for the immediately preceding calendar
14 year to the total County population (including incorporated and unincorporated areas) for
15 the immediately preceding calendar year, both as determined by the State Department of
16 Finance;

17 2. Twenty-five percent (25%) divided between Eligible Jurisdictions
18 based on the ratio of each Eligible Jurisdiction's existing Master Plan of Arterial Highways
19 ("MPAH") centerline miles to the total existing MPAH centerline miles within the County as
20 determined annually by the Authority; and

21 3. Twenty-five percent (25%) divided between Eligible Jurisdictions
22 based on the ratio of each Eligible Jurisdiction's total taxable sales to the total taxable sales
23 of the County for the immediately preceding calendar year as determined by the State
24 Board of Equalization.

25 VI. ALLOCATION OF NET REVENUES; TRANSIT PROGRAMS/PROJECTS.

26 A. Transit Extensions to Metrolink.

27 1. The Authority may provide technical assistance, transportation
28 planning and engineering resources for an Eligible Jurisdiction to assist in designing Transit

1 Extensions to Metrolink projects to provide effective and user-friendly connections to
2 Metrolink services and bus transit systems.

3 2. To be eligible to receive Net Revenues for Transit Extension to
4 Metrolink projects, an Eligible Jurisdiction must execute a written agreement with the
5 Authority regarding the respective roles and responsibilities pertaining to construction,
6 ownership, operation and maintenance of the Transit Extension to Metrolink project.

7 3. Allocations of Net Revenues shall be determined pursuant to a
8 countywide competitive procedure adopted by the Authority. This procedure shall include
9 an evaluation process and methodology applied equally to all candidate Transit Extension
10 to Metrolink projects. Eligible Jurisdictions shall be consulted by the Authority in the
11 development of the evaluation process and methodology.

12 B. Metrolink Gateways.

13 1. The Authority may provide technical assistance, transportation
14 planning and engineering resources for an Eligible Jurisdiction to assist in designing
15 Regional Transit Gateway facilities to provide for effective and user-friendly connections to
16 the Metrolink system and other transit services.

17 2. To be eligible to receive Net Revenues for Regional Gateway
18 projects, an Eligible Jurisdiction must execute a written agreement with the Authority
19 regarding the respective roles and responsibilities pertaining to construction, ownership,
20 operation and maintenance of the Regional Gateway facility.

21 3. Allocations of Net Revenues shall be determined pursuant to a
22 countywide competitive procedure adopted by the Authority. This procedure shall include
23 an evaluation process and methodology applied equally to all candidate Regional Gateway
24 projects. Eligible Jurisdictions shall be consulted by the Authority in the development of the
25 evaluation process and methodology.

26 C. Mobility Choices for Seniors and Persons with Disabilities.

27 1. An Eligible Jurisdiction may contract with another entity to
28 perform all or part of a Mobility Choices for Seniors and Persons with Disabilities project.

- 1 2. A senior is a person age sixty years or older.
- 2 3. Allocations.
- 3 a. One percent (1%) of the Net Revenues shall be allocated
- 4 to the County to augment existing senior non-emergency medical transportation services
- 5 funded with Tobacco Settlement funds as of the effective date of the Ordinance. The
- 6 County shall continue to fund these services in an annual amount equal to the same
- 7 percentage of the total annual Tobacco Settlement funds received by the County. The Net
- 8 Revenues shall be annually allocated to the County in an amount no less than the Tobacco
- 9 Settlement funds annually expended by the County for these services and no greater than
- 10 one percent of net revenues plus any accrued interest.
- 11 b. One percent (1%) of the Net Revenues shall be allocated
- 12 to continue and expand the existing Senior Mobility Program provided by the Authority.
- 13 The allocations shall be determined pursuant to criteria and requirements for the Senior
- 14 Mobility Program adopted by the Authority.
- 15 c. One percent (1%) of the Net Revenues shall be allocated
- 16 to partially fund bus and ACCESS fares for seniors and persons with disabilities in an
- 17 amount equal to the percentage of partial funding of fares for seniors and persons with
- 18 disabilities as of the effective date of the Ordinance, and to partially fund train and other
- 19 transit service fares for seniors and persons with disabilities in amounts as determined by
- 20 the Authority.
- 21 d. In the event any Net Revenues to be allocated for seniors
- 22 and persons with disabilities pursuant to the requirements of subsections a, b and c above
- 23 remain after the requirements are satisfied then the remaining Net Revenues shall be
- 24 allocated for other transit programs or projects for seniors and persons with disabilities as
- 25 determined by the Authority.
- 26 D. Community Based Transit/Circulators.
- 27 1. The Authority may provide technical assistance, transportation
- 28 planning, procurement and operations resources for an Eligible Jurisdiction to assist in

1 designing Community Based Transit/Circulators projects to provide effective and user-
2 friendly transit connections to countywide bus transit and Metrolink services.

3 2. To be eligible to receive Net Revenues for Community Based
4 Transit/Circulators projects, an Eligible Jurisdiction must execute a written agreement with
5 the Authority regarding the respective roles and responsibilities pertaining to construction,
6 ownership, operation and maintenance of the Community Based Transit/Circulators project.

7 3. Allocations of Net Revenues shall be determined pursuant to a
8 countywide competitive procedure adopted by the Authority. This procedure shall include
9 an evaluation process and methodology applied equally to all candidate Community Based
10 Transit/Circulator projects. Eligible Jurisdictions shall be consulted by the Authority in the
11 development of the evaluation process and methodology.

12 4. An Eligible Jurisdiction may contract with another entity to
13 perform all or part of a Community Based Transit/Circulators project.

14 VII. ALLOCATION OF NET REVENUES; ENVIRONMENTAL CLEANUP
15 PROGRAMS/PROJECTS.

16 A. An Eligible Jurisdiction may contract with any other public entity to
17 perform all or any part of an Environmental Cleanup project.

18 B. Allocation Committee.

19 1. The Allocation Committee shall not include any elected public
20 officer and shall include the following twelve (12) voting members:

- 21 (i) one (1) representative of the County of Orange;
- 22 (ii) five (5) representatives of cities, subject to the
23 requirement for one (1) representative for the cities in each supervisorial district;
- 24 (iii) one (1) representative of the California Department of
25 Transportation;
- 26 (iv) two (2) representatives of water or wastewater public
27 entities;
- 28 (v) one (1) representative of the development industry;

1 (vi) one (1) representative of the scientific or academic
2 community;

3 (vii) one (1) representative of private or non-profit
4 organizations involved in environmental and water quality protection/enforcement matters;

5 In addition, one (1) representative of the Santa Ana Regional Water
6 Quality Control Board and one (1) representative of the San Diego Regional Water Quality
7 Control Board shall be non-voting members of the Allocation Committee.

8 2. The Allocation Committee shall recommend to the Authority for
9 adoption by the Authority the following:

10 a. A competitive grant process for the allocation of
11 Environmental Cleanup Revenues, including the highest priority to capital improvement
12 projects included in a Watershed Management Area. The process shall give priority to
13 cost-effective projects and programs that offer opportunities to leverage other funds for
14 maximum benefit.

15 b. A process requiring that Environmental Cleanup
16 Revenues allocated for projects and programs shall supplement and not supplant funding
17 from other sources for transportation related water quality projects and programs.

18 c. Allocation of Environmental Cleanup Revenues for
19 proposed projects and programs.

20 d. An annual reporting procedure and a method to assess
21 the water quality benefits provided by completed projects and programs.

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1 ATTACHMENT C

2 TAXPAYER OVERSIGHT COMMITTEE

3
4 I. PURPOSE AND ORGANIZATION. A Taxpayer Oversight Committee
5 ("Committee") is hereby established for the purpose of overseeing compliance with the
6 Ordinance as specified in Section IV hereof. The Committee shall be organized and
7 convened before any Revenues are collected or spent pursuant to the Ordinance.

8 II. COMMITTEE MEMBERSHIP. The Committee shall be governed by eleven
9 members ("Member"). The composition of the Committee membership shall be subject to
10 the following provisions.

11 A. Geographic Balance. The membership of the Committee shall be
12 geographically balanced at all times as follows:

13 1. There shall be two Members appointed from each of the
14 County's supervisorial districts (individually, "District"); and

15 2. The Auditor-Controller shall be a Member and chairman
16 ("Chair") of the Committee.

17 B. Member Term. Each Member, except the Auditor-Controller and
18 as provided in Section III B 2 below, shall be appointed for a term of three years; provided,
19 however, that any Member appointed to replace a Member who has resigned or been
20 removed shall serve only the balance of such Member's unexpired term, and no person
21 shall serve as a Member for a period in excess of six consecutive years.

22 C. Resignation. Any Member may, at any time, resign from the
23 Committee upon written notice delivered to the Auditor-Controller. Acceptance of any
24 public office, the filing of an intent to seek public office, including a filing under California
25 Government Code Section 85200, or change of residence to outside the District shall
26 constitute a Member's automatic resignation.

27 D. Removal. Any Member who has three consecutive unexcused
28 absences from meetings of the Committee shall be removed as a Member. An absence

1 from a Committee meeting shall be considered unexcused unless, prior to or after such
2 absence (i) the Member submits to each of the other Members a written request to excuse
3 such absence, which request shall state the reason for such absence and any special
4 circumstances existing with respect to such absence; and (ii) a majority of the other
5 Members agree to excuse such absence.

6 E. Reappointment. Any former Member may be reappointed.

7 III. APPOINTMENT OF MEMBERS.

8 A. Membership Recommendation Panel.

9 1. The Authority shall contract with the Orange County Grand
10 Jurors' Association for the formation of a committee membership recommendation panel
11 ("Panel") to perform the duties set forth in this subsection III A. If the Orange County Grand
12 Jurors' Association refuses or fails to act in such capacity, the Authority shall contract with
13 another independent organization selected by the Authority for the formation of the Panel.

14 2. The Panel shall have five members who shall screen and
15 recommend potential candidates for Committee membership.

16 3. The Panel shall solicit, collect and review applications from
17 potential candidates for membership on the Committee. No currently elected or appointed
18 officer of any public entity will be eligible to serve as a Member, except the Auditor-
19 Controller. A Member shall reside within the District the Member is appointed to represent.
20 Subject to the foregoing restrictions, the Panel shall evaluate each potential candidate on
21 the basis of the following criteria:

22 a. Commitment and ability to participate in Committee
23 meetings;

24 b. Demonstrated interest and history of participation in
25 community activities, with special emphasis on transportation-related activities; and

26 c. Lack of conflicts of interest with respect to the allocation
27 of Revenues.

28 4. For initial membership on the Committee, the Panel shall

1 recommend to the Authority at least five candidates from each of the two Districts that are
2 represented by one member on the Ordinance No. 2, Citizens Oversight Committee
3 ("COC") as of the date the Authority appoints the initial Members. Thereafter, the Panel
4 shall recommend to the Authority at least five candidates for filing each vacancy on the
5 Committee.

6 B. Initial Members.

7 1. The COC members, as of the date the Authority appoints the
8 initial Members of the Committee, shall be appointed as initial Members of the Committee.
9 These Members shall each serve until each of their respective terms as a member of the
10 COC expires.

11 2. Two additional initial Members shall be appointed. The
12 Authority shall place the names of the candidates recommended by the Panel on equally-
13 sized cards which shall be deposited randomly in a container. In public session, the
14 Chairman of the Authority will draw a sufficient number of names from said container to
15 allocate Committee membership in accordance with the membership requirements and
16 restrictions set forth in Section II hereof. The first person whose name is drawn shall be
17 appointed to serve a term of three years. Thereafter, the person whose name is drawn
18 who is not from the same District as the first person whose name is drawn shall be
19 appointed to serve a term of two years.

20 C. Member Vacancy. A member vacancy, however caused, shall be
21 filled by the Authority. A Member shall be appointed on or about July 1 to replace a
22 Member whose term has expired. A Member may be appointed at any time as necessary
23 to replace a Member who has resigned or been removed. The Authority shall place the
24 names of the candidates recommended by the Panel for the appointment on equally-sized
25 cards which shall be deposited randomly in a container. In a public session, the Chairman
26 of the Authority will draw one name from said container for each vacancy on the
27 Committee. The person whose name is so drawn shall be appointed by the Authority to fill
28 the vacancy.

1 IV. DUTIES AND RESPONSIBILITIES. The Committee is hereby charged
2 with the following duties and responsibilities:

3 A. The initial Members shall convene to adopt such procedural rules and
4 regulations as are necessary to govern the conduct of Committee meetings, including, but
5 not limited to, those governing the calling, noticing and location of Committee meetings, as
6 well as Committee quorum requirements and voting procedures. The Committee may
7 select its own officers, including, but not limited to, a Committee co-chair who will be the
8 primary spokesperson for the Committee.

9 B. The Committee shall approve, by a vote of not less than two thirds of
10 all Committee members, any amendment to the Plan proposed by the Authority which
11 changes the funding categories, programs or projects identified on page 31 of the Plan.

12 C. The Committee shall receive and review the following documents
13 submitted by each Eligible Jurisdiction:

- 14 1. Congestion Management Program;
- 15 2. Mitigation Fee Program;
- 16 3. Expenditure Report;
- 17 4. Local Traffic Signal Synchronization Plan; and
- 18 5. Pavement Management Plan.

19 D. The Committee shall review yearly audits and hold an annual public
20 hearing to determine whether the Authority is proceeding in accordance with the Plan. The
21 Chair shall annually certify whether the Revenues have been spent in compliance with the
22 Plan. In addition, the Committee may issue reports, from time to time, on the progress of
23 the transportation projects described in the Plan.

24 E. The Committee shall receive and review the performance assessment
25 conducted by the Authority at least once every three years to review the performance of the
26 Authority in carrying out the purposes of the Ordinance.

27 F. Except as otherwise provided by the Ordinance, the Committee may
28 contract, through the Authority, for independent analysis or examination of issues within the

1 Committee's purview or for other assistance as it determines to be necessary.

2 G. The Committee may submit a written request to the Authority to explain
3 any perceived deviations from the Plan. The Authority's Chair must respond to such
4 request, in writing, within sixty days after receipt of the same.

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BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Selection of Firms for On-Call Right-of-Way Service

Highways Committee Meeting of November 16, 2009

Present: Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, and Pringle
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$1,000,000:

- Agreement No. C-9-0822 between the Orange County Transportation Authority and California Property Specialists, Inc.
- Agreement No. C-9-0452 between the Orange County Transportation Authority and Epic Land Solutions, Inc.
- Agreement No. C-9-0747 between the Orange County Transportation Authority and HDR Engineering, Inc.
- Agreement No. C-9-0748 between the Orange County Transportation Authority and Overland, Pacific and Cutler, Inc.
- Agreement No. C-9-0749 between the Orange County Transportation Authority and Paragon Partners Ltd.



November 16, 2009

To: Highways Committee 
From: Will Kempton, Chief Executive Officer
Subject: Selection of Firms for On-Call Right-of-Way Services

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call right-of-way services. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$1,000,000:

- Agreement No. C-9-0822 between the Orange County Transportation Authority and California Property Specialists, Inc.
- Agreement No. C-9-0452 between the Orange County Transportation Authority and Epic Land Solutions, Inc.
- Agreement No. C-9-0747 between the Orange County Transportation Authority and HDR Engineering, Inc.
- Agreement No. C-9-0748 between the Orange County Transportation Authority and Overland, Pacific and Cutler, Inc.
- Agreement No. C-9-0749 between the Orange County Transportation Authority and Paragon Partners Ltd.

Discussion

The Orange County Transportation Authority (Authority) has a need for on-call consultants to perform various right-of-way (ROW) services for highway, transit, and railroad facilities in which the Authority is involved. Services will include acquisition and negotiation, including owner contact, informational and offer letters, preparation of documents, development and maintenance of acquisition schedules, expert witness testimony, relocation assistance, utility relocation assistance, curative construction and repair, appraisals and appraisal reviews, surveys and ROW engineering, and security and management of acquired properties.

The selection of firms for the on-call utility coordination and support was originally taken to the Highways Committee on October 19, 2009. At that time, members of the Board of Directors noted that the blended hourly rates for each firm shown in Attachment A did not seem to correlate with the relative scoring of cost and price shown in Attachment B. After the committee meeting, the Contracts Administration and Materials Management Department reviewed the ratings for cost and price and found that the ratings were not calculated in accordance with normal practices.

After re-rating the cost and price score for each firm, it was found that an additional firm now fell into the competitive range with a score over 70. The evaluation committee was re-convened; the fifth firm was interviewed; and a revised overall score was determined. Based on this additional review, a fifth firm was added to the list of most qualified firms to perform the work. A revised evaluation matrix (Attachment B) and recommendation for selection of five firms is included in this updated staff report.

Procurement Approach

This procurement was handled in accordance with the Authority's procedures for professional and technical services, and in accordance with both federal and state law. Award is recommended to the firms with the highest qualifications to perform the services, considering such factors as staffing, subcontractor team, prior experience with similar projects, approach to the work, technical expertise in the field, and competitive pricing.

The awarded contracts will have a three-year initial term with two one-year options. Specific work assignments will be awarded by contract task orders (CTOs). Technical and price proposals will be solicited competitively from the selected on-call firms, and CTOs will be awarded based upon a firm's technical capabilities, understanding of the work assignment, and price.

On June 12, 2009, Request for Proposals (RFP) 9-0452 was released and sent electronically to 661 firms registered on CAMM NET. The project was advertised on June 19 and June 26, 2009, in a newspaper of general circulation. A pre-proposal conference was held on June 23, 2009, with 23 attendees representing 17 firms. Addendum No. 1 was issued to transmit the pre-proposal conference attendee list. Addendum No. 2 was issued to transmit responses to questions and to clarify or correct the RFP instructions.

On July 14, 2009, 13 proposals were received. An evaluation committee consisting of staff from the Highway Project Delivery Department, Contracts Administration and Materials Management Department, Rail Programs, and Project Control Department met to review all proposals submitted. The proposals were evaluated based on the following evaluation criteria and weights:

- Qualifications of Firm 30 percent
- Staffing and Project Organization 30 percent
- Work Plan 20 percent
- Cost/Price 20 percent

The standard 25 percent weighting for each criterion was not used for this procurement. For on-call services, the qualifications of the firm and the staffing and project organization are the most important factors. Therefore, each was weighted at 30 percent. Qualifications of firm are important because an offeror's corporate experience in a broad range of ROW functions is essential to effective performance of the services. Staffing and project organization is also of significance for the following reasons: (1) key managerial and technical staff need to be very familiar and capable in a broad range of ROW functions; (2) staff must be available to perform CTOs in a timely and effective manner; and (3) the combination of prime consultant staff and subconsultants needs to make up a versatile and complete team that can perform the full range of on-call services.

The evaluation committee reviewed all proposals based on the evaluation criteria and determined five firms to be most qualified for the work. These most qualified firms are listed in alphabetical order as follows:

Firm and Location

California Property Specialists, Inc.
Santa Ana, California

Epic Land Solutions, Inc.
Torrance, California

HDR Engineering, Inc.
Irvine, California

Overland, Pacific and Cutler, Inc.
Irvine, California

Paragon Partners Ltd.
Huntington Beach, California

The evaluation committee interviewed the five short-listed firms. Questions were asked relative to the firms' proposed staffing and approach to the scope of work. Based on the written proposal evaluation and interviews, the following assessments were made:

Qualifications of Firm

All five firms have substantial and relevant experience in acquisition, relocation, appraisal management, and the other ROW functions described in the scope of work. This experience includes heavy infrastructure transit, highway, and railroad projects with public agencies, including local agencies. All firms have sufficient staff resources and logistical capabilities to support on-call services. All firms were responsive to the underutilized Disadvantaged Business Enterprise requirements.

Staffing and Project Organization

All recommended firms proposed key staff that are appropriately credentialed and have experience in acquisition, relocation, appraisal management, and the other ROW functions described in the scope of work. Staff is familiar with the requirements of public agencies. Key staff members would be committed to the Authority's work. The prime consultant staff members and respective subcontractors demonstrate versatile and capable teams. Interviews with all firms validated experience and ability to support the Authority on a variety of projects.

Work Plan

The work plan proposed by all the short-listed firms conformed to the written scope of work identified in the RFP. All selected firms presented a sound understanding of the work requirements and demonstrated that each has the ability to perform the various types of services. The firms noted familiarity with the technical issues and discussed potential solutions.

Cost and Price

Pricing scores were assigned based on a formula that assigns the highest weight to the lowest price and weights the other proposal prices based on its relation to the lowest price. The recommended firms' blended hourly rates are considered consistent with the market for these services. As these are CTO-based contracts, each CTO will be competed and awarded based on work plan, technical approach, and price.

Summary

All five firms have the required experience in acquisition, relocation, and appraisal management, and are capable of addressing the requirements of the RFP. The teams assembled by the firms represent staff that are well qualified and have prior experience with highway and transit projects, as well as worked with public agencies. The firms reflect a sound and thorough understanding of the work plan and are capable of supporting the Authority's needs over the next three to five years.

Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-10 Budget, Development Division, accounts 0010-7514-T0001-P4S, 0010-7514-F1110-KQS, 0017-7514-M0201-QDB, 0017-7514-M0201-QDC, and is funded through Measure M and Renewed Measure M funds.

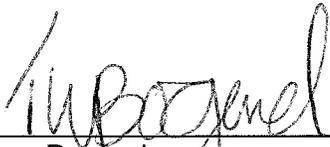
Summary

Staff recommends selection of California Property Specialists, Inc., Epic Land Solutions, Inc., HDR Engineering, Inc., Overland, Pacific and Cutler, Inc., and Paragon Partners Ltd. to provide on-call right-of-way services for transit and highway projects in an aggregate amount not to exceed \$1,000,000.

Attachments

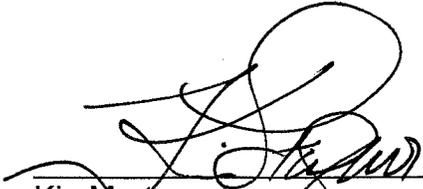
- A. RFP 9-0452, On-Call Right-of-Way Services for Transit and Highway Projects, Review of Proposals, Presented to Highways Committee – November 16, 2009
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 9-0452 On-Call Right-of-Way Services for Transit and Highway Projects
- C. Contract History for the Past Two Years, RFP 9-0452 On-Call Right-of-Way Services for Transit and Highway Projects

Prepared by:

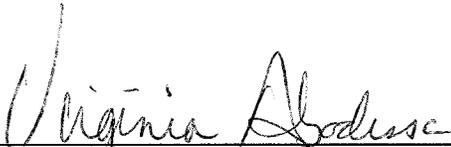


Tom Bogard
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RFP 9-0452, "On-Call Right-of-Way Services for Transit and Highway Projects"
REVIEW OF PROPOSALS
Presented to Highways Committee - November 16, 2009

13 proposals were received, 5 firms were interviewed, 5 firms were selected

Overall Ranking	Proposal Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments	Blended Hourly Rates
1	85	Overland, Pacific and Cutler, Inc. Irvine, California	Aztec Engineering Coast Surveying, Inc. Desmond, Marcello & Amster Donahue Appraisal Associates Gates Development Hennessey & Hennessey, LLC J&I Coastal Keith Settle and Company The Kiley Company Leighton Group, Inc. Lidgard and Associates Psomas RBF Consulting SCE Engineering Thomas Land Clearing	Extensive experience in right-of-way field Extensive public agency client list Key personnel very well qualified in field Key personnel familiar with local public agencies Approach to work well thought out Strong understanding of scope of work requirements	\$122.87
2	81	Paragon Partners Ltd. Huntington Beach, California	Del Richardson & Associates, Inc. Desmond, Marcello & Amster, LLC Eco & Associates, Inc. Emac Construction, Inc. Floor Plans Const. & Dev. Inc. GKC Engineering Corporation Hodges, Lacey & Associates, Inc. Lawyers Title Ins. Corporation Lidgard and Associates, Inc. Psomas S.O.S. Security SafeProbe, Inc. Simplex Const. Management, Inc. Stewart Title of California TEC Management Consultants, Inc. Towill, Inc. Von Klug and Associates, Inc.	Extensive experience in right-of-way field Extensive local public agency experience Key personnel highly experienced in field Key personnel experienced in public agencies Approach to work thorough Good understanding of scope of work requirements	\$106.64

RFP 9-0452, "On-Call Right-of-Way Services for Transit and Highway Projects"
REVIEW OF PROPOSALS
Presented to Highways Committee - November 16, 2009

13 proposals were received, 5 firms were interviewed, 5 firms were selected

3	75	Epic Land Solutions, Inc. Torrance, California	AFI Valuation, Inc. Apex Companies Building Analytics Corp. Construction Solutions, Inc. Crockett & Associates Donna Desmond Associates Hodges Lacey & Associates Integra Ellis Group J&G Industries Steward Title TKE Engineering Underground Solutions, Inc.	Experienced in right-of-way field Good local public agency experience Key personnel highly experienced Project manager experienced in transit and railroad Good approach to work	\$109.23
3	75	HDR Engineering, Inc. Irvine, California	Del Richardson & Associates, Inc. The Bernard Johnson Group, Inc. Kiley Company Riggs & Riggs, Inc. Coast Surveying, Inc. Simplex Const. Management, Inc. Lawyers Title Ins. Corporation	Sufficient experience in right-of-way functions Recent experience includes transit and railroads Well qualified project manager Other key personnel adequately qualified Approach to work well thought out Sound understanding of work requirements	\$126.77
5	71	California Property Specialists, Inc. Santa Ana, California	Wiggins Group, Inc. Lidgard & Associates R.P. Laurain & Associates Kiley Company Hennessey & Hennessey LLC Desmond, Marcello Amster Donna Desmond & Associates Leighton Consulting SCS Environmental West Coast Land Cleaning J & G Industries Reliable Board-Up Quality Services	Firm experienced in right-of-way acquisitions Familiar with Caltrans procedures Local agency work experience Proposed team is satisfactory Well rounded interview	\$115.25

Evaluation Panel

Contract Administration and Materials Management (1)
Highway Project Delivery (2)
Project Controls (1)
Transit Project Delivery (2)

Criteria

Qualifications of Firm
Staffing and Project Organization
Work Plan
Cost and Price

Weight Factor

30%
30%
20%
20%

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)									
RFP 9-0452 "On-Call Right-of Way Services for Transit and Highway Projects"									
FIRM: Overland, Pacific and Cutler, Inc.							Weights	Overall Score	
Evaluator Number	1	2	3	4	5	6			
Qualifications of Firm	4.00	4.50	5.00	5.00	4.00	5.00	6		27.50
Staffing/Project Organization	4.00	4.50	5.00	4.50	4.50	4.50	6		27.00
Work Plan	4.00	4.50	4.50	4.50	4.50	4.50	4		17.67
Cost and Price	3.10	3.10	3.10	3.10	3.10	3.10	4		12.40
Overall Score	76.40	84.40	90.40	87.40	81.40	87.40			85
FIRM: Paragon Partners Ltd.							Weights	Overall Score	
Evaluator Number	1	2	3	4	5	6			
Qualifications of Firm	4.50	4.00	4.50	4.00	4.00	4.00	6		25.00
Staffing/Project Organization	4.50	4.00	4.50	4.00	4.00	4.00	6		25.00
Work Plan	4.50	4.00	4.00	4.50	4.00	4.50	4		17.00
Cost and Price	3.60	3.60	3.60	3.60	3.60	3.60	4		14.40
Overall Score	86.40	78.40	84.40	80.40	78.40	80.40			81
FIRM: Epic Land Solutions, Inc.							Weights	Overall Score	
Evaluator Number	1	2	3	4	5	6			
Qualifications of Firm	3.50	4.00	3.50	4.00	4.00	4.00	6		23.00
Staffing/Project Organization	3.50	4.00	4.00	4.00	4.00	4.00	6		23.50
Work Plan	3.50	3.50	4.00	3.50	3.50	3.50	4		14.33
Cost and Price	3.50	3.50	3.50	3.50	3.50	3.50	4		14.00
Overall Score	70.00	76.00	75.00	76.00	76.00	76.00			75
FIRM: HDR Engineering, Inc.							Weights	Overall Score	
Evaluator Number	1	2	3	4	5	6			
Qualifications of Firm	4.00	4.00	4.00	3.50	4.00	4.00	6		23.50
Staffing/Project Organization	3.50	4.00	4.00	3.50	4.50	3.50	6		23.00
Work Plan	3.50	4.00	4.00	4.50	4.50	4.00	4		16.33
Cost and Price	3.00	3.00	3.00	3.00	3.00	3.00	4		12.00
Overall Score	71.00	76.00	76.00	72.00	81.00	73.00			75
FIRM: California Property Specialists, Inc.							Weights	Overall Score	
Evaluator Number	1	2	3	4	5	6			
Qualifications of Firm	3.50	4.00	4.00	3.50	4.00	4.00	6		23.00
Staffing/Project Organization	3.00	3.50	4.00	3.50	3.00	3.00	6		20.00
Work Plan	4.50	3.50	3.00	4.00	3.50	3.50	4		14.67
Cost and Price	3.30	3.30	3.30	3.30	3.30	3.30	4		13.20
Overall Score	70.20	72.20	73.20	71.20	69.20	69.20			71
Range of scores for non shortlisted firms was 39 - 64									

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 9- 0452 "On-Call Right-of-Way Services for Transit and Highway Projects"

Prime Firm (Alphabetical)	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
California Property Specialists, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
Epic Land Solutions, Inc.	C-8-1184	ROW services for railroad grade crossing safety improvements	12/10/2008	11/30/2010	\$50,000
	C-8-1292	ROW services for railroad grade separations (No CTO issued)	12/22/2008	12/31/2010	\$0
	C-8-0666	ROW utility support services	4/14/2008	12/31/2009	\$49,392
Sub Total					\$99,392
HDR Engineering, Inc.	C-8-1236	ROW support for Placentia property	10/22/2008	9/30/2009	\$5,000
	C-8-1185	ROW services for railroad grade crossing safety improvements (No CTO issued)	12/5/2008	11/30/2010	\$0
	C-8-1291	ROW services for railroad grade separations (No CTO issued)	1/23/2009	12/31/2010	\$0
	C-8-1088	Geographic Information System-related desktop application, website development, database development, maintenance, and administration	10/28/2008	7/31/2011	\$99,953
Sub Total					\$104,953
Overland, Pacific and Cutler, Inc.	C-8-0822	ROW services for West County Connector project (No CTO issued)	10/23/2008	8/31/2010	\$0
	C-8-1096	ROW services for railroad grade separations	12/22/2008	12/31/2010	\$150,000
	C-8-0994	ROW services for railroad grade crossing safety improvements	11/21/2008	11/30/2010	\$1,135,849
Sub Total					\$1,285,849
Paragon Partners Ltd.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board
Subject: Funding Agreements Between the Orange County Transportation Authority and the Cities of Fullerton and Santa Ana for Preliminary Planning and Environmental Work on Transportation Center Expansions

Transit Committee Meeting of November 12, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, Pulido, and Winterbottom
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0839, in the amount of \$875,000, with the City of Fullerton for funding of the preliminary planning and environmental work associated with the Fullerton Transportation Center expansion.
- B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0823, in the amount of \$3,000,000, with the City of Santa Ana for funding of the preliminary planning and environmental work associated with the expansion of the Santa Ana Regional Transportation Center and the Santa Ana Boulevard grade separation.
- C. Authorize staff to process all necessary amendments to the Regional Transportation Improvement Program, submit all necessary Federal Transit Administration grant applications, and execute all necessary agreements to facilitate the above actions.



November 12, 2009

To: Transit Committee

From: Will Kempton, Chief Executive Officer

Subject: Funding Agreements Between the Orange County Transportation Authority and the Cities of Fullerton and Santa Ana for Preliminary Planning and Environmental Work on Transportation Center Expansions

Overview

In April 2009, the Board of Directors approved funding for the preliminary planning and environmental work associated with the expansion of the transportation centers in the cities of Fullerton, Irvine, and Santa Ana. Staff was directed to return with funding cooperative agreements. Agreements with the cities of Fullerton and Santa Ana are presented for Board of Directors' review and approval.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0839, in the amount of \$875,000, with the City of Fullerton for funding of the preliminary planning and environmental work associated with the Fullerton Transportation Center expansion.
- B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-9-0823, in the amount of \$3,000,000, with the City of Santa Ana for funding of the preliminary planning and environmental work associated with the expansion of the Santa Ana Regional Transportation Center and the Santa Ana Boulevard grade separation.
- C. Authorize staff to process all necessary amendments to the Regional Transportation Improvement Program, submit all necessary Federal Transit Administration grant applications, and execute all necessary agreements to facilitate the above actions.

Funding Agreements Between the Orange County Transportation Authority and the Cities of Fullerton and Santa Ana for Preliminary Planning and Environmental Work on Transportation Center Expansions **Page 2**

Discussion

In November 2006, Orange County voters approved Renewed Measure M, providing revenue for countywide transit programs including conversion of Metrolink stations to regional gateways that connect Orange County with high-speed rail systems (Project T). A call for projects for Project T was issued in January 2009. As part of that call for projects, funding applications were received from the cities of Fullerton, Irvine, and Santa Ana. After review of the applications, the Board of Directors (Board) determined that there were regional benefits to these projects, although the projects did not fall within the intent of Project T. Staff was directed to find alternate funding sources for the projects submitted by Fullerton, Irvine, and Santa Ana.

On April 27, 2009, the Board approved a funding plan that would provide federal Regional Surface Transportation Program (RSTP) funds with the local match requirement coming from Measure M (M1) transit funds for planning and environmental work for the transportation center expansion in the cities of Fullerton, Irvine, and Santa Ana. The Board further directed staff to return with funding agreements for each local agency. At this time, staff is ready to proceed with agreements with the cities of Fullerton and Santa Ana.

The cooperative agreements with the cities of Fullerton and Santa Ana outline the roles and responsibilities of the parties including identification of the funding sources, amounts for each funding source, fiscal year (FY) availability of funds, and subsequent approvals required for use of the funds (Attachments A and B). The funding allocation plans for the cities of Fullerton and Santa Ana consist of two funding sources and each funding source must adhere to eligibility guidelines, programming requirements, Federal Transit Administration third party contracting laws, and timely use of funds provisions. The cooperative agreements include the following sources and funds availability schedule:

City of Fullerton			
Funding Source	Phase	FY Funding Availability	Funding Amount
M1 Transit Funds	Planning	FY 2009-10	\$100,300
RSTP Funds	Planning	FY 2009-10	\$774,700
Total			\$875,000

Funding Agreements Between the Orange County Transportation Authority and the Cities of Fullerton and Santa Ana for Preliminary Planning and Environmental Work on Transportation Center Expansions **Page 3**

City of Santa Ana			
Funding Source	Phase	FY Funding Availability	Funding Amount
M1 Transit Funds	Planning	FY 2009-10	\$344,100
RSTP Funds	Planning	FY 2009-10	\$2,655,900
Total			\$3,000,000

The agreements outline the roles and responsibilities of the Orange County Transportation Authority (OCTA) and the respective city. OCTA will provide \$3,430,600 in FY 2009-10 RSTP funds and \$444,400 in M1 transit funds. The M1 transit funds are being provided to fund the local match requirement that is part of the RSTP funding. These funds will be used to cover the expenses associated with the initial planning and environmental efforts to be undertaken by the cities of Fullerton and Santa Ana for the expansion of each city's respective transportation center. The cities will act as the lead agency on the transportation center expansion projects. As lead agency, the cities will be responsible for ensuring that all state and local laws as well as federal third-party contracting laws are adhered to. The cities will submit quarterly summary reports to OCTA to update progress on the projects.

Fiscal Impact

The funding associated with these agreements is included in OCTA's FY 2009-10 Budget, Transit Project Delivery Division, Local Initiatives, Account 0010 7831 T5420 P3Y.

Summary

Cooperative agreements to identify roles and responsibilities for the funding of the preliminary planning and environmental work associated with the expansion of the transportation centers in the cities of Fullerton and Santa Ana are presented for Board review and approval. The total project costs for the City of Fullerton shall not exceed \$875,000. The total project costs for the City of Santa Ana shall not exceed \$3,000,000. Both projects shall consist of RSTP and M1 transit funds.

Funding Agreements Between the Orange County Transportation Authority and the Cities of Fullerton and Santa Ana for Preliminary Planning and Environmental Work on Transportation Center Expansions **Page 4**

Attachments

- A. Draft Cooperative Agreement No. C-9-0839 Between Orange County Transportation Authority and City of Fullerton for Fullerton Transportation Center Expansion
- B. Draft Cooperative Agreement No. C-9-0823 Between Orange County Transportation Authority and City of Santa Ana for Santa Ana Regional Transportation Center Expansion

Prepared by:



Roger Lopez
Manager, Local Measure M Programs
(714) 560-5438

Approved by:



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



for Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

DRAFT

COOPERATIVE AGREEMENT NO. C-9-0839

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FULLERTON

FOR

FULLERTON TRANSPORTATION CENTER EXPANSION

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 the City of Fullerton, 303 West Commonwealth Avenue, Fullerton, California 92832, a municipal corporation (hereinafter referred to as "CITY").

RECITALS:

WHEREAS, the AUTHORITY's Board of Directors, on April 27, 2009, approved funding providing \$774,700 of Regional Transportation Surface Program (RSTP) funds and \$100,300 of M1 Transit Funds for a total of \$875,000; and

WHEREAS, AUTHORITY and the CITY desire to enter into a Cooperative Agreement to define the roles and responsibilities related to funding between the AUTHORITY and CITY for the planning, preliminary engineering and environmental clearance associated with the proposed expansion of the Fullerton Transportation Center; (hereinafter referred to as "PROJECT"); and

WHEREAS, CITY is an eligible recipient of Federal funding under the RSTP and the PROJECT is eligible for RSTP funding; and

WHEREAS, AUTHORITY and CITY agree that Caltrans and Federal Transit Administration (FTA) authorization is required following the AUTHORITY's amendment to the Regional Transportation Improvement Program (RTIP), and in order to proceed or commence each phase of PROJECT for performance under this Agreement; and

1 **WHEREAS**, AUTHORITY and CITY agree that the Federal Safe, Accountable, Flexible,
2 Efficient Transportation Equity Act - A Legacy for Users which provides the RSTP funding and was
3 passed by the federal government in 2005 will expire in September of 2009 and that RSTP funding
4 for the PROJECT is contingent on funding being available through this Act and the PROJECT
5 maintaining its eligibility for this funding; and

6 **WHEREAS**, CITY and AUTHORITY agree that the total full funding for this phase of the
7 PROJECT including planning, preliminary engineering and environmental clearance shall be Eight
8 Hundred Seventy Five Thousand dollars (\$875,000) in accordance with the funding schedule shown
9 as Exhibit 1, which is attached herein and incorporated by reference; and

10 **WHEREAS**, CITY agrees to act as lead CITY for planning, preliminary engineering and
11 environmental clearance of said PROJECT; and

12 **WHEREAS**, this Cooperative Agreement defines the specific terms and conditions and
13 funding responsibilities between AUTHORITY and CITY for completion of the PROJECT.

14 **WHEREAS**, the AUTHORITY's Board of Directors approved the Cooperative Agreement on
15 November XX, 2009; and

16 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
17 follows:

18 **ARTICLE 1. COMPLETE AGREEMENT**

19 A. This Agreement, including any exhibits and documents incorporated herein and made
20 applicable by reference, constitute the complete and exclusive statement of the terms and conditions
21 of this Agreement between AUTHORITY and CITY concerning funding of PROJECT. The above-
22 referenced Recitals are true and correct and are incorporated by reference herein.

23 B. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of any
24 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
25 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s),
26 and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any

1 portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed
2 in writing by an authorized representative of AUTHORITY by way of a written amendment to this
3 Agreement and issued in accordance with the provisions of this Agreement.

4 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

5 AUTHORITY agrees to the following responsibilities for PROJECT:

6 A. AUTHORITY shall formally request on behalf of the CITY that the Southern California
7 Association of Governments (SCAG) amend the Regional Transportation Improvement Program (RTIP)
8 to program Seven Hundred Seventy Four Thousand Seven Hundred dollars (\$774,700.00) in
9 accordance with the funding plan and schedule outlined in Exhibit 1, whereby AUTHORITY's
10 performance under this Agreement is contingent upon SCAG and FTA approval.

11 B. AUTHORITY agrees to remit to CITY Federal Funds in an amount not to exceed Seven
12 Hundred Seventy Four Thousand Seven Hundred dollars (\$774,700.00) and Measure M (M1) Transit
13 funds in an amount not to exceed One Hundred Thousand Three Hundred dollars (\$100,300.00) within
14 thirty (30) days of receipt of an acceptable invoice up to one hundred (100%) percent of eligible M1 and
15 RSTP costs in accordance with funding schedule Exhibit 1. Such costs shall not exceed the sum of
16 Eight Hundred Seventy Five Thousand dollars (\$875,000), subject to federal appropriations and grant
17 agreement executed between AUTHORITY and FTA. AUTHORITY shall not be obligated to pay for
18 any amount beyond what has been identified in this Article. Invoices submitted must comply with the
19 requirements of Article 4 below.

20 C. AUTHORITY shall not be obligated to program any amount beyond what has been
21 identified in this Article.

22 D. AUTHORITY shall process any required RTIP amendments.

23
24 **ARTICLE 3 RESPONSIBILITIES OF CITY**

25 CITY agrees to the following responsibilities for PROJECT:

26 A. CITY will act as the lead CITY for the planning, preliminary engineering and

1 environmental clearance of the PROJECT.

2 B. CITY is responsible for preparing and submitting a request for "Transfer of Federal
3 Funds" to the AUTHORITY no later than December 15, 2010 to facilitate the execution of FTA grant.

4 C. CITY is responsible for completing the PROJECT in accordance with the funding
5 schedule (Exhibit 1), timely use of funds requirements, and to abide by all FTA programming
6 guidelines and any and all other requirements of the FTA.

7 D. CITY is responsible for immediately notifying the AUTHORITY in writing of any
8 changes to the PROJECT schedule that would jeopardize funding of the PROJECT.

9 E. CITY agrees that the overall budget for this phase of the PROJECT is a not-to-
10 exceed amount of Eight Hundred Seventy Five Thousand Dollars (\$875,000); contingent on full
11 funding from reauthorization or extension of SAFETE-LU.

12 F. CITY agrees that any cost overruns shall be the responsibility of the CITY.

13 G. CITY will comply with all federal, state and local laws and regulations.

14 H. CITY agrees to provide AUTHORITY with quarterly summary reports of the CITY's
15 Project, due on the 15th of the month following the quarter. Annual quarters begin on January 1,
16 April 1, July 1, and October 1 of each year. The report is to contain at a minimum overall progress
17 of the project, a financial summary, and any delays expected for the project and reason for the
18 delay.

19 I. CITY agrees to comply with all FTA third party contracting laws and regulations
20 pursuant to FTA Circular 4220.1F, including but not limited to federal, state, and local regulations in
21 any PROJECT related contract entered into by the CITY.

22 **ARTICLE 4. REQUEST FOR REIMBURSEMENT**

23 A. Not more frequently than once a month, CITY shall prepare and submit to AUTHORITY
24 an invoice. CITY's Reimbursement Invoice shall include allowable Project costs incurred and paid for by
25 CITY consistent with the Project's Scope of Work. The Reimbursement Invoice submitted by CITY shall
26 be signed by an authorized agent who can duly certify the accuracy of the included information.

1 Advance payments by AUTHORITY are not allowed.

2 B. Each Reimbursement Invoice will report the total of Project expenditures and will specify
3 the percent and amount of Federal Funds to be reimbursed. The Reimbursement Invoice shall be
4 accompanied by a detailed invoice describing all invoiced work completed.

5 C. Eligible Project costs are described in the Federal Grant and in the FTA guidelines.

6 D. The Reimbursement Invoice must be submitted on CITY's letterhead.

7 E. CITY should consult with AUTHORITY's Project Manager for questions regarding non-
8 reimbursable expenses.

9 F. Total payments shall not exceed the Funding Amount specified in Article 2A above. No
10 Reimbursement Invoice will be processed by AUTHORITY after the Federal Grant termination date.

11 G. If any amounts paid to CITY are disallowed or not reimbursed by the FTA for any reason,
12 CITY shall remit to AUTHORITY the disallowed or non-reimbursed amount(s) within 30 days from
13 receipt of AUTHORITY's notice. All payments made by AUTHORITY hereunder are subject to the audit
14 provisions contained herein and within the Federal Grant.

15 H. CITY shall comply with and ensure that work performed under this Agreement is done in
16 compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules,
17 regulations and procedural requirements, including without limitation, Federal Acquisition Regulations
18 (FAR) and the applicable requirements and regulations of AUTHORITY. CITY acknowledges
19 responsibility for obtaining copies of and complying with the terms of the most recent federal, state or
20 local laws and regulations and AUTHORITY requirements, including any amendments thereto.

21 **ARTICLE 5. DELEGATED AUTHORITY**

22 The actions required to be taken by CITY in the implementation of this Agreement are
23 delegated to its Director of Public Works or his designee and the actions required to be taken by
24 AUTHORITY in the implementation of this Agreement are delegated to its Chief Executive Officer.

25 **ARTICLE 6. FUNDS AVAILABILITY**

26 This Agreement will allow AUTHORITY to pass along the Federal Funds from the Federal

1 Grant to CITY. The Federal Funds are subject to the terms and conditions of this Agreement, the
2 Federal Grant, and the applicable requirements of AUTHORITY and the FTA. This Agreement
3 neither implies nor obligates any funding commitment by AUTHORITY for the services as specified
4 in Exhibit A entitled "Scope of Work." All funds are contingent upon federal appropriation and the
5 FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, CITY shall
6 assume all the risk of spending the Local Match early on the Project.

7 **ARTICLE 7. ORDER OF PRECEDENCE**

8 Conflicting provisions hereof, if any, shall prevail in the following descending order of
9 precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if
10 any, cited herein or incorporated by reference.

11 **ARTICLE 8. INDEMNIFICATION**

12 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
13 employees and agents from and against any and all claims (including attorney's fees and
14 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
15 death, damage to or loss of use of property caused by the negligent acts, omissions, or willful
16 misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in
17 connection with or arising out of the performance of this Cooperative Agreement .

18 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full
19 indemnification of AUTHORITY.

20 **ARTICLE 9. CONFLICT OF INTEREST**

21 CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest
22 means that due to other activities, relationships or contracts, CITY is unable, or potentially unable to
23 render impartial assistance or advice to AUTHORITY; CITY's objectivity in performing the work
24 identified in the Scope of Work is or might be otherwise impaired; or CITY has an unfair competitive
25 advantage. CITY is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as
26 soon as they are known to CITY. All disclosures must be submitted in writing to AUTHORITY

1 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this
2 Agreement.

3 **ARTICLE 10. CODE OF CONDUCT**

4 CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party
5 contracts which is hereby referenced and by this reference is incorporated herein. CITY agrees to
6 include these requirements in all of its subcontracts.

7 **ARTICLE 11. FEDERAL, STATE AND LOCAL LAWS**

8 CITY warrants that in the performance of this Agreement, it shall comply with all applicable
9 federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations
10 promulgated thereunder.

11 **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY**

12 In connection with its performance under this Agreement, CITY shall not discriminate against
13 any employee or applicant for employment because of race, religion, color, sex, age or national
14 origin. CITY shall take affirmative action to ensure that applicants are employed, and that
15 employees are treated during their employment, without regard to their race, religion, color, sex, age
16 or national origin. Such actions shall include, but not be limited to, the following: employment,
17 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of
18 pay or other forms of compensation; and selection for training, including apprenticeship.

19 **ARTICLE 13. FORCE MAJEURE**

20 Either party shall be excused from performing its obligations under this Agreement during the
21 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
22 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of
23 material, products, plants or facilities by the federal, state or local government; national fuel
24 shortage; or a material act or omission by the other party; when satisfactory evidence of such cause
25 is presented to the other party, and provided further that such nonperformance is unforeseeable,
26 beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 14. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CITY written notice thereof. Upon termination, AUTHORITY shall pay CITY its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CITY in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, CITY agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. AUTHORITY may terminate this Agreement for CITY's default if a federal or state proceeding for the relief of debtors is undertaken by or against CITY, or if CITY makes an assignment for the benefit of creditors, or if CITY breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CITY shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by CITY under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

ARTICLE 15. REMEDIES

A. In the event of a termination by default by CITY, AUTHORITY shall provide written notice of such default to CITY with a 30-day period to cure the default. In the event CITY fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of AUTHORITY, the following remedies shall be available to AUTHORITY:

- (1) AUTHORITY may terminate this Agreement;
- (2) AUTHORITY may make a determination to make no further disbursements of the Funding Amount to CITY;

1 (3) AUTHORITY may recover from CITY any funds paid to CITY after the default; and/or,

2 (4) Any remedies the FTA may have under the Federal Grant.

3 B. Effective upon receipt of written notice of termination from AUTHORITY, CITY shall
4 not undertake any new work or obligation with respect to this Agreement unless so approved by
5 AUTHORITY in writing.

6 C. Subject to AUTHORITY's agreement providing prior written notice with a 30-day
7 period to cure the default, the remedies described herein are non-exclusive. AUTHORITY shall
8 have the right to enforce any and all rights and remedies herein or which may be now or hereafter
9 available at law or in equity.

10 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

11 CITY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
12 Comptroller General of the United States, or other agents of AUTHORITY, such access to CITY's
13 accounting books, records, payroll documents and facilities of the CITY which are directly pertinent
14 to this Agreement for the purposes of examining, auditing and inspecting all accounting books,
15 records, work data, documents and activities related hereto. CITY shall maintain such books,
16 records, data and documents in accordance with generally accepted accounting principles and shall
17 clearly identify and make such items readily accessible to such parties during CITY's performance
18 hereunder and for a period of four (4) years from the date of final payment by AUTHORITY.
19 AUTHORITY's right to audit books and records directly related to this Agreement shall also extend
20 to all first-tier subcontractors identified in this Agreement. CITY shall permit any of the foregoing
21 parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as
22 reasonably necessary.

23 **ARTICLE 17. CIVIL RIGHTS ASSURANCE**

24 During the performance of this Agreement, CITY, for itself, its assignees and successors in
25 interest agree as follows:

26 A. Compliance with Regulations: CITY shall comply with the Regulations relative to

1 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,
2 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,
3 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a
4 part of this Agreement.

5 B. Nondiscrimination: CITY, with regard to the work performed by it during the
6 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection
7 and retention of subcontractors, including procurements of materials and leases of equipment. The
8 CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5
9 of the Regulations, including employment practices when the Agreement covers a program set forth
10 in Appendix B of the Regulations.

11 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In
12 all solicitations either by competitive bidding or negotiation made by the CITY for work to be
13 performed under a subcontract, including procurements of materials or leases of equipment, each
14 potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this
15 Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or
16 national origin.

17 D. Information and Reports: CITY shall provide all information and reports required by
18 the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
19 accounts, other sources of information, and its facilities as may be determined by the AUTHORITY
20 to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any
21 information required of a CITY is in the exclusive possession of another who fails or refuses to
22 furnish this information the CITY shall so certify to the AUTHORITY as appropriate, and shall set
23 forth what efforts it has made to obtain the information.

24 E. Sanctions for Noncompliance: In the event of the CITY's noncompliance with
25 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions
26 as it may determine to be appropriate, including, but not limited to:

1 1. Withholding of payments to the CITY under the Agreement until the CITY
2 complies; and/or

3 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

4 F. Incorporation of Provisions: CITY shall include the provisions of paragraphs (A)
5 through (F) in every subcontract, including procurements of materials and leases of equipment,
6 unless exempt by the Regulations, or directives issued pursuant thereto. The CITY shall take such
7 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
8 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the
9 event a CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as
10 a result of such direction, the CITY may request the AUTHORITY to enter into such litigation to
11 protect the interests of the AUTHORITY, and, in addition, the CITY may request the United States to
12 enter into such litigation to protect the interests of the United States.

13 **ARTICLE 18. PROHIBITED INTERESTS**

14 A. CITY covenants that, for the term of this Agreement, no director, member, officer or
15 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
16 interest, direct or indirect, in this Agreement or the proceeds thereof.

17 B. No member of or delegate to, the Congress of the United States shall have any
18 interest, direct or indirect, in this Agreement or to the benefits thereof.

19 **ARTICLE 19. ALCOHOL AND DRUG POLICY**

20 A. CITY agrees to establish and implement an alcohol and drug program that complies
21 with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this
22 Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its
23 compliance with sections 701-707.

24 B. Failure to comply with this Article may result in nonpayment or termination of this
25 Agreement.

26 **ARTICLE 20. PRIVACY ACT**

1 CITY shall comply with, and assures the compliance of its employees with, the information
 2 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among
 3 other things, CITY agrees to obtain the express consent of the Federal Government before the CITY
 4 or its employees operate a system of records on behalf of the Federal Government. CITY
 5 understands that the requirements of the Privacy Act, including the civil and criminal penalties for
 6 violation of that Act, apply to those individuals involved, and that failure to comply with the terms of
 7 the Privacy Act may result in termination of the underlying Agreement.

8 **ARTICLE 21. INCORPORATION OF FTA TERMS**

9 All contractual provisions required by Department of Transportation (DOT), whether or not
 10 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular
 11 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein
 12 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with
 13 other provisions contained in this Agreement. CITY shall not perform any act, fail to perform any
 14 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the
 15 FTA terms and conditions.

16 **ARTICLE 22. FEDERAL CHANGES**

17 CITY shall at all times comply with all applicable FTA regulations, policies, procedures and
 18 directives, including without limitation those listed directly or by reference in the agreement between
 19 the AUTHORITY and FTA , as they may be amended or promulgated from time to time during this
 20 Agreement. CITY's failure to comply shall constitute a material breach of contract.

21 **ARTICLE 23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

22 AUTHORITY and CITY acknowledge and agree that, notwithstanding any concurrence by
 23 the Federal Government in or approval of the solicitation or award of the underlying Agreement,
 24 absent the express written consent by the Federal Government, the Federal Government is not a
 25 party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
 26 CITY, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting

1 from the underlying Agreement. CITY agrees to include these requirements in all of its
 2 subcontracts.

3 **ARTICLE 24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
 4 **RELATED ACTs**

5 A. CITY acknowledges that the provisions of the Program Fraud Civil Remedies Act of
 6 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
 7 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing
 8 this Agreement, CITY certifies or affirms the truthfulness and accuracy of any statement it has made,
 9 it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
 10 assisted project for which this Agreement's work is being performed. CITY also acknowledges that if
 11 it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or
 12 certification, the Federal Government reserves the right to impose penalties of the Program Fraud
 13 Civil Remedies Act of 1986 on the CITY to the extent the Federal Government deems appropriate.

14 B. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or
 15 fraudulent claim, statement, submission, or certification to the Federal Government under an
 16 agreement connected with a project that is financed in whole or part with Federal assistance
 17 awarded by FTA under the authority of 49 U.S.C. §5316/5317 et seq., the Government reserves the
 18 right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5316/5317(n) (1) et seq. on the
 19 CITY, to the extent the Federal Government deems appropriate. CITY agrees to include this
 20 requirement in all of its subcontracts.

21 **ARTICLE 25. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

22 All parties agree to the following mutual responsibilities regarding PROJECT:

23 A. This Agreement shall continue in full force and effect through final acceptance of
 24 PROJECT by AUTHORITY or PROJECT close out date of December, 30 2011, or whichever is
 25 later. This Agreement may only be extended upon mutual agreement by both parties.

1 B. This Agreement may be terminated by either party after giving thirty (30) days written
 2 notice. This Agreement shall not be terminated without mutual agreement of both parties.

3 C. This Agreement may be amended in writing at any time by the mutual consent of both
 4 parties. No amendment shall have any force or effect unless executed in writing by both parties.

5 D. The persons executing this Agreement on behalf of the parties hereto warrant that
 6 they are duly authorized to execute this Agreement on behalf of said parties and that, by so
 7 executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

8 E. All notices hereunder and communications regarding the interpretation of the terms of
 9 this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by
 10 depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:	To AUTHORITY:
City of Fullerton	Orange County Transportation Authority
303 West Commonwealth Avenue Fullerton, CA 92832	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Robert M. Zur Schmiede Director of Redevelopment cc. Nicole Coats	Attention: Venita Todd Senior Contract Administrator cc: Roger Lopez, Manager, Local Measure M Programs.
Tel: (714) 738-6877	Tel: (714) 560-5427; Fax: (714) 560-5438
Email:	Email: vtodd@octa.net

23 F. The headings of all sections of this Agreement are inserted solely for the convenience
 24 of reference and are not part of and not intended to govern, limit or aid in the construction or
 25 interpretation of any terms or provision thereof.
 26

1 G. The provision of this Agreement shall bind and inure to the benefit of each of the
2 parties hereto and all successors or assigns of the parties hereto.

3 H. If any term, provision, covenant or condition of this Agreement is held to be invalid,
4 void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder
5 to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of
6 this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7 I. This Agreement may be executed and delivered in any number of counterparts, each
8 of which, when executed and delivered shall be deemed an original and all of which together shall
9 constitute the same agreement. Facsimile signatures will be permitted.

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.

17 This Agreement shall be effective upon execution by both parties.

18 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-0839 to be
19 executed on the date first above written.

20 **CITY OF FULLERTON**

ORANGE COUNTY TRANSPORTATION AUTHORITY

21 By: _____
22 Don Bankhead
23 Mayor

By: _____
Will Kempton
Chief Executive Officer

24 **ATTEST:**

APPROVED AS TO FORM:

25 By: _____
26 XXXXXXXX
City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

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APPROVED AS TO FORM:

XXXXXXXXXX,
City Attorney

By: _____

Deputy City Attorney

Dated: _____

APPROVAL RECOMMENDED:

By: _____

Kia Mortazavi
Executive Director, Development

Dated: _____

Funding Schedule

AGREEMENT NO. C-9-0839

Exhibit 1

Funding Source	Fiscal Year Funding Available	Funding Amount	Phase	State and Federal Funds Recipient
M1 Transit	09/10	\$ 100,300	Planning & Environmental	
RSTP ¹ (FTA)	09/10	\$ 774,700	Planning & Environmental	AUTHORITY direct recipient
Total		\$ 875,000		

¹ Subject to reauthorization or extension of SAFETLU.

DRAFT

1 COOPERATIVE AGREEMENT NO. C-9-0823

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITY OF SANTA ANA

6 FOR

7 SANTA ANA REGIONAL TRANSPORTATION CENTER EXPANSION

8 THIS AGREEMENT is effective this _____ day of _____ 2009, by and
9 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
10 Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to
11 as "AUTHORITY"), and the City of Santa Ana, 20 Civic Center Plaza, M-21, California 92702, a
12 municipal corporation (hereinafter referred to as "CITY").

13 RECITALS:

14 WHEREAS, the AUTHORITY's Board of Directors, on April 27, 2009, approved funding
15 providing \$2,655,900 of RSTP funds and \$344,100 of M1 Transit Funds for a total of \$3,000,000;
16 and

17 WHEREAS, AUTHORITY and the CITY desire to enter into a Cooperative Agreement to
18 define the roles and responsibilities related to funding between the AUTHORITY and CITY for the
19 planning, preliminary engineering and environmental clearance work associated with the proposed
20 expansion of the Santa Ana Regional Transportation Center and the Santa Ana Boulevard Grade
21 Separation; (hereinafter referred to as "PROJECT"); and

22 WHEREAS, CITY is an eligible recipient of Federal funding under the Regional
23 Transportation Surface Program (RSTP) and the PROJECT is eligible for RSTP funding; and

24 WHEREAS, AUTHORITY and CITY agree that 50% of the RSTP funding will be provided
25 through Caltrans and Federal Highway Administration (FHWA) authorization and is required
26 following the AUTHORITY's amendment to the Regional Transportation Improvement Program

1 (RTIP), and in order to proceed or commence each phase of PROJECT for performance under this
2 Agreement; and

3 **WHEREAS**, AUTHORITY and CITY agree that 50% of the RSTP funding will be provided
4 through the AUTHORITY and Federal Transit Administration (FTA) authorization and is required
5 following the AUTHORITY's amendment to the Regional Transportation Improvement Program
6 (RTIP), and in order to proceed or commence each phase of PROJECT for performance under this
7 Agreement; and

8 **WHEREAS**, AUTHORITY and CITY agree that the Federal Safe, Accountable, Flexible,
9 Efficient Transportation Equity Act - A Legacy for Users which provides the RSTP funding and was
10 passed by the federal government in 2005 will expire in September of 2009 and that RSTP funding
11 for the PROJECT is contingent on funding being available through this Act or through a continuing
12 resolution extending the terms of the Act and the PROJECT maintaining its eligibility for this funding;
13 and

14 **WHEREAS**, AUTHORITY and CITY agree that the CITY is the direct recipient for 50% of
15 RSTP funds through Caltrans and that the AUTHORITY is the direct recipient for 50% of RSTP
16 funds through the FTA ; and

17 **WHEREAS**, CITY and AUTHORITY agree that the total full funding for this phase of the
18 PROJECT including planning, preliminary engineering and environmental evaluation shall be Three
19 Million Dollars (\$3,000,000) in accordance with the funding schedule shown as Exhibit 1, which is
20 attached herein and incorporated by reference; and

21 **WHEREAS**, CITY agrees to act as lead agency for planning, preliminary engineering and
22 environmental evaluation of said PROJECT; and

23 **WHEREAS**, this Cooperative Agreement defines the specific terms and conditions and
24 funding responsibilities between AUTHORITY and CITY for completion of the PROJECT.

25 **WHEREAS**, the AUTHORITY's Board of Directors approved the Cooperative Agreement on
26 November XX, 2009; and

1 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as
2 follows:

3 **ARTICLE 1. COMPLETE AGREEMENT**

4 A. This Agreement, including any exhibits and documents incorporated herein and made
5 applicable by reference, constitute the complete and exclusive statement of the terms and conditions
6 of this Agreement between AUTHORITY and CITY concerning funding of PROJECT. The above-
7 referenced Recitals are true and correct and are incorporated by reference herein.

8 B. AUTHORITY'S failure to insist on any instance(s) of CITY's performance of any
9 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
10 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s),
11 and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any
12 portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed
13 in writing by an authorized representative of AUTHORITY by way of a written amendment to this
14 Agreement and issued in accordance with the provisions of this Agreement.

15 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

16 AUTHORITY agrees to the following responsibilities for PROJECT:

17 A. AUTHORITY shall formally request on behalf of the CITY that the Southern California
18 Association of Governments (SCAG) amend the Regional Transportation Improvement Program (RTIP)
19 to program Two Million Six Hundred Sixty Thousand dollars (\$2,660,000.00) dollars in accordance with
20 the funding plan and schedule outlined in Exhibit 1, whereby AUTHORITY's performance under this
21 Agreement is contingent upon SCAG, FHWA, and FTA approval.

22 B. AUTHORITY agrees to remit to CITY Federal Funds in an amount not to exceed Two
23 Million Six Hundred Sixty Thousand dollars (\$1,327,950.00) and Measure M (M1) Transit funds in an
24 amount not to exceed Three Hundred Forty Thousand dollars (\$344,100.00) within thirty (30) days of
25 receipt of an acceptable invoice up to one hundred (100%) percent of eligible M1 and RSTP costs in
26 accordance with funding schedule Exhibit 1. Such costs shall not exceed the sum of Three Million

1 dollars (\$1,672,050), subject to federal appropriations and grant agreement executed between
2 AUTHORITY and FTA. AUTHORITY shall not be obligated to pay for any amount beyond what has
3 been identified in this Article. Invoices submitted must comply with the requirements of Article 4 below.

4 C. AUTHORITY shall process any required RTIP amendments.

5 **ARTICLE 3 RESPONSIBILITIES OF CITY**

6 CITY agrees to the following responsibilities for PROJECT:

7 A. CITY will act as the lead in developing a Santa Ana Regional Transportation Center
8 (SARTC) Master Plan and processing a Project Study Report for the Santa Ana Grade Separation
9 Project. The scope of work for each project is as follows:

10 SARTC Master Plan: environmental evaluation, space needs study, on and off site parking
11 requirements, station area study for different transit modes, maintenance facility for fixed guideway,
12 circulation study for buses and vehicles, integration of land use and transportation (TOD
13 development), pedestrian access and circulation, Fly away destination and car rental facility studies.

14 Santa Ana Grade Separation: environmental evaluation, alignment study, preliminary
15 engineering, right-of -way impacts/ cost estimates, detour routing for vehicles and trains during
16 construction, access to SARTC, business and downtown during construction.

17 B. CITY is responsible for preparing and submitting all necessary Caltrans and/or FTA
18 required documentation.

19 C. CITY is responsible for submitting request for authorization to Caltrans for FHWA
20 administered RSTP funds no later than February 1, 2010.

21 D. City is responsible to ensure that the RSTP funding that is administered by FHWA is
22 obligated by April 30, 2010.

23 E. CITY is responsible for preparing and submitting a request for "Transfer of Federal
24 Funds" to the AUTHORITY no later than December 15, 2010 to facilitate the execution of FTA grant.

25 F. CITY is responsible for completing the PROJECT in accordance with the funding
26 schedule (Exhibit 1), timely use of funds requirements, and to abide by all RSTP programming

1 guidelines and any and all other requirements of the federal, state, and Caltrans related to the
2 RSTP.

3 F. CITY is responsible for immediately notifying the AUTHORITY in writing of any
4 changes to the PROJECT schedule that would jeopardize funding of the PROJECT.

5 G. CITY agrees that the overall budget for this phase of the PROJECT is a not-to-
6 exceed amount of Three Million Dollars (\$3,000,000); contingent on full funding from reauthorization
7 or extension of SAFETE-LU.

8 H. CITY agrees that any cost overruns shall be the responsibility of the CITY.

9 I. CITY agrees to provide AUTHORITY with quarterly summary reports of the CITY's
10 Project, due on the 15th of the month following the quarter. Annual quarters begin on January 1,
11 April 1, July 1, and October 1 of each year. The report is to contain at a minimum overall progress
12 of the project, a financial summary, and any delays expected for the project and reason for the
13 delay.

14 J. CITY will submit periodic invoices to the California Department of Transportation
15 for invoices related to the funding administered by FHWA. In addition, CITY shall submit final
16 invoices to the U.S. Department of Transportation within 180 days of PROJECT's completion and
17 request the due RSTP funds.

18 K. In addition to meeting the requirements of Article 3, paragraph D, City will submit
19 semi-annual report for the FHWA administered share of the project for the period of January 1
20 through June 30 due on July 31 of each year and for the period of July 1 through December 31 due
21 on January 31 of each year to AUTHORITY providing summary information that includes brief
22 summary of overall project progress, project schedule and adherence or deviations, project budget
23 by phase and by source, funds spent by source and RSTP funds reimbursed through Caltrans.

24 L. CITY will comply with all federal, state and local laws and regulations.

25 M. CITY agrees to comply with all FTA third party contracting laws and regulations
26 pursuant to FTA Circular 4220.1F, including but not limited to federal, state, and local regulations in

1 any PROJECT related contract entered into by the CITY.

2 **ARTICLE 4. REQUEST FOR REIMBURSEMENT**

3 A. Not more frequently than once a month, CITY shall prepare and submit to AUTHORITY
4 an invoice for funds administered by the AUTHORITY. CITY's Reimbursement Invoice shall include
5 allowable Project costs incurred and paid for by CITY consistent with the Project's Scope of Work. The
6 Reimbursement Invoice submitted by CITY shall be signed by an authorized agent who can duly certify
7 the accuracy of the included information. Advance payments by AUTHORITY are not allowed.

8 B. Each Reimbursement Invoice will report the total of Project expenditures and will specify
9 the percent and amount of Federal Funds to be reimbursed. The Reimbursement Invoice shall be
10 accompanied by a detailed invoice describing all invoiced work completed.

11 C. Eligible Project costs are described in the Federal Grant and in the FTA guidelines.

12 D. The Reimbursement Invoice must be submitted on CITY's letterhead.

13 E. CITY should consult with AUTHORITY's Project Manager for questions regarding non-
14 reimbursable expenses.

15 F. Total payments shall not exceed the Funding Amount specified in Article 2A above. No
16 Reimbursement Invoice will be processed by AUTHORITY after the Federal Grant termination date.

17 G. If any amounts paid to CITY are disallowed or not reimbursed by the FTA for any
18 reason, CITY shall remit to AUTHORITY the disallowed or non-reimbursed amount(s) within 30 days
19 from receipt of AUTHORITY's notice. All payments made by AUTHORITY hereunder are subject to the
20 audit provisions contained herein and within the Federal Grant.

21 H. CITY shall comply with and ensure that work performed under this Agreement is done
22 in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules,
23 regulations and procedural requirements, including without limitation, Federal Acquisition Regulations
24 (FAR) and the applicable requirements and regulations of AUTHORITY. CITY acknowledges
25 responsibility for obtaining copies of and complying with the terms of the most recent federal, state or
26 local laws and regulations and AUTHORITY requirements, including any amendments thereto.

1 **ARTICLE 5. DELEGATED AUTHORITY**

2 The actions required to be taken by CITY in the implementation of this Agreement are
3 delegated to its Director of Public Works or his designee and the actions required to be taken by
4 AUTHORITY in the implementation of this Agreement are delegated to its Chief Executive Officer.

5 **ARTICLE 6. FUNDS AVAILABILITY**

6 This Agreement will allow AUTHORITY to pass along the Federal Funds from the Federal
7 Grant to CITY. The Federal Funds are subject to the terms and conditions of this Agreement, the
8 Federal Grant, and the applicable requirements of AUTHORITY and the FTA. This Agreement
9 neither implies nor obligates any funding commitment by AUTHORITY for the services as specified
10 in Exhibit A entitled "Scope of Work." All funds are contingent upon federal appropriation and the
11 FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, CITY shall
12 assume all the risk of spending the Local Match early on the Project.

13 **ARTICLE 7. ORDER OF PRECEDENCE**

14 Conflicting provisions hereof, if any, shall prevail in the following descending order of
15 precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if
16 any, cited herein or incorporated by reference.

17 **ARTICLE 8. INDEMNIFICATION**

18 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
19 employees and agents from and against any and all claims (including attorney's fees and
20 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
21 death, damage to or loss of use of property caused by the negligent acts, omissions, or willful
22 misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in
23 connection with or arising out of the performance of this Cooperative Agreement .

24 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full
25 indemnification of AUTHORITY.

26 **ARTICLE 9. CONFLICT OF INTEREST**

1 CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest
2 means that due to other activities, relationships or contracts, CITY is unable, or potentially unable to
3 render impartial assistance or advice to AUTHORITY; CITY's objectivity in performing the work
4 identified in the Scope of Work is or might be otherwise impaired; or CITY has an unfair competitive
5 advantage. CITY is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as
6 soon as they are known to CITY. All disclosures must be submitted in writing to AUTHORITY
7 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this
8 Agreement.

9 **ARTICLE 10. CODE OF CONDUCT**

10 CITY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party
11 contracts which is hereby referenced and by this reference is incorporated herein. CITY agrees to
12 include these requirements in all of its subcontracts.

13 **ARTICLE 11. FEDERAL, STATE AND LOCAL LAWS**

14 CITY warrants that in the performance of this Agreement, it shall comply with all applicable
15 federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations
16 promulgated thereunder.

17 **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY**

18 In connection with its performance under this Agreement, CITY shall not discriminate against
19 any employee or applicant for employment because of race, religion, color, sex, age or national
20 origin. CITY shall take affirmative action to ensure that applicants are employed, and that
21 employees are treated during their employment, without regard to their race, religion, color, sex, age
22 or national origin. Such actions shall include, but not be limited to, the following: employment,
23 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of
24 pay or other forms of compensation; and selection for training, including apprenticeship.

25 **ARTICLE 13. FORCE MAJEURE**

26 Either party shall be excused from performing its obligations under this Agreement during the

1 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
2 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of
3 material, products, plants or facilities by the federal, state or local government; national fuel
4 shortage; or a material act or omission by the other party; when satisfactory evidence of such cause
5 is presented to the other party, and provided further that such nonperformance is unforeseeable,
6 beyond the control and is not due to the fault or negligence of the party not performing.

7 **ARTICLE 14. TERMINATION**

8 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole
9 or part, by giving CITY written notice thereof. Upon termination, AUTHORITY shall pay CITY its
10 allowable costs incurred to date of that portion terminated. Said termination shall be construed in
11 accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition
12 Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for
13 convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall
14 be given to CITY in accordance with the provisions of the FAR referenced above. Upon receipt of
15 said notification, CITY agrees to comply with all applicable provisions of the FAR pertaining to
16 termination for convenience.

17 B. AUTHORITY may terminate this Agreement for CITY's default if a federal or state
18 proceeding for the relief of debtors is undertaken by or against CITY, or if CITY makes an
19 assignment for the benefit of creditors, or if CITY breaches any term(s) or violates any provision(s)
20 of this Agreement and does not cure such breach or violation within ten (10) calendar days after
21 written notice thereof by AUTHORITY. CITY shall be liable for any and all reasonable costs incurred
22 by AUTHORITY as a result of such default including, but not limited to, reprocurement costs of the
23 same or similar services defaulted by CITY under this Agreement. Such termination shall comply
24 with CFR Title 48, Chapter 1, Part 49, of the FAR.

25 **ARTICLE 15. REMEDIES**

26 A. In the event of a termination by default by CITY, AUTHORITY shall provide written

1 notice of such default to CITY with a 30-day period to cure the default. In the event CITY fails to
2 cure the default, or commit to cure the default and commence the same within such 30-day period to
3 the satisfaction of AUTHORITY, the following remedies shall be available to AUTHORITY:

- 4 (1) AUTHORITY may terminate this Agreement;
- 5 (2) AUTHORITY may make a determination to make no further disbursements of the
6 Funding Amount to CITY;
- 7 (3) AUTHORITY may recover from CITY any funds paid to CITY after the default; and/or,
- 8 (4) Any remedies the FTA may have under the Federal Grant.

9 B. Effective upon receipt of written notice of termination from AUTHORITY, CITY shall
10 not undertake any new work or obligation with respect to this Agreement unless so approved by
11 AUTHORITY in writing.

12 C. Subject to AUTHORITY's agreement providing prior written notice with a 30-day
13 period to cure the default, the remedies described herein are non-exclusive. AUTHORITY shall
14 have the right to enforce any and all rights and remedies herein or which may be now or hereafter
15 available at law or in equity.

16 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

17 CITY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
18 Comptroller General of the United States, or other agents of AUTHORITY, such access to CITY's
19 accounting books, records, payroll documents and facilities of the CITY which are directly pertinent
20 to this Agreement for the purposes of examining, auditing and inspecting all accounting books,
21 records, work data, documents and activities related hereto. CITY shall maintain such books,
22 records, data and documents in accordance with generally accepted accounting principles and shall
23 clearly identify and make such items readily accessible to such parties during CITY's performance
24 hereunder and for a period of four (4) years from the date of final payment by AUTHORITY.
25 AUTHORITY's right to audit books and records directly related to this Agreement shall also extend
26 to all first-tier subcontractors identified in this Agreement. CITY shall permit any of the foregoing

1 parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as
2 reasonably necessary.

3 **ARTICLE 17. CIVIL RIGHTS ASSURANCE**

4 During the performance of this Agreement, CITY, for itself, its assignees and successors in
5 interest agree as follows:

6 A. Compliance with Regulations: CITY shall comply with the Regulations relative to
7 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,
8 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,
9 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a
10 part of this Agreement.

11 B. Nondiscrimination: CITY, with regard to the work performed by it during the
12 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection
13 and retention of subcontractors, including procurements of materials and leases of equipment. The
14 CITY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5
15 of the Regulations, including employment practices when the Agreement covers a program set forth
16 in Appendix B of the Regulations.

17 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In
18 all solicitations either by competitive bidding or negotiation made by the CITY for work to be
19 performed under a subcontract, including procurements of materials or leases of equipment, each
20 potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this
21 Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or
22 national origin.

23 D. Information and Reports: CITY shall provide all information and reports required by
24 the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
25 accounts, other sources of information, and its facilities as may be determined by the AUTHORITY
26 to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any

1 information required of a CITY is in the exclusive possession of another who fails or refuses to
2 furnish this information the CITY shall so certify to the AUTHORITY as appropriate, and shall set
3 forth what efforts it has made to obtain the information.

4 E. Sanctions for Noncompliance: In the event of the CITY's noncompliance with
5 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions
6 as it may determine to be appropriate, including, but not limited to:

7 1. Withholding of payments to the CITY under the Agreement until the CITY
8 complies; and/or

9 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

10 F. Incorporation of Provisions: CITY shall include the provisions of paragraphs (A)
11 through (F) in every subcontract, including procurements of materials and leases of equipment,
12 unless exempt by the Regulations, or directives issued pursuant thereto. The CITY shall take such
13 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
14 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the
15 event a CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as
16 a result of such direction, the CITY may request the AUTHORITY to enter into such litigation to
17 protect the interests of the AUTHORITY, and, in addition, the CITY may request the United States to
18 enter into such litigation to protect the interests of the United States.

19 **ARTICLE 18. PROHIBITED INTERESTS**

20 A. CITY covenants that, for the term of this Agreement, no director, member, officer or
21 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
22 interest, direct or indirect, in this Agreement or the proceeds thereof.

23 B. No member of or delegate to, the Congress of the United States shall have any
24 interest, direct or indirect, in this Agreement or to the benefits thereof.

25 **ARTICLE 19. ALCOHOL AND DRUG POLICY**

26 A. CITY agrees to establish and implement an alcohol and drug program that complies

1 with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this
2 Agreement as Exhibit D. CITY agrees to produce any documentation necessary to establish its
3 compliance with sections 701-707.

4 B. Failure to comply with this Article may result in nonpayment or termination of this
5 Agreement.

6 **ARTICLE 20. PRIVACY ACT**

7 CITY shall comply with, and assures the compliance of its employees with, the information
8 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among
9 other things, CITY agrees to obtain the express consent of the Federal Government before the CITY
10 or its employees operate a system of records on behalf of the Federal Government. CITY
11 understands that the requirements of the Privacy Act, including the civil and criminal penalties for
12 violation of that Act, apply to those individuals involved, and that failure to comply with the terms of
13 the Privacy Act may result in termination of the underlying Agreement.

14 **ARTICLE 21. INCORPORATION OF FTA TERMS**

15 All contractual provisions required by Department of Transportation (DOT), whether or not
16 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular
17 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein
18 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with
19 other provisions contained in this Agreement. CITY shall not perform any act, fail to perform any
20 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the
21 FTA terms and conditions.

22 **ARTICLE 22. FEDERAL CHANGES**

23 CITY shall at all times comply with all applicable FTA regulations, policies, procedures and
24 directives, including without limitation those listed directly or by reference in the agreement between
25 the AUTHORITY and FTA , as they may be amended or promulgated from time to time during this
26 Agreement. CITY's failure to comply shall constitute a material breach of contract.

ARTICLE 23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CITY, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTs

A. CITY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CITY to the extent the Federal Government deems appropriate.

B. CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5316/5317 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5316/5317(n) (1) et seq. on the CITY, to the extent the Federal Government deems appropriate. CITY agrees to include this requirement in all of its subcontracts.

ARTICLE 25. IT IS MUTUALLY UNDERSTOOD AND AGREED:

All parties agree to the following mutual responsibilities regarding PROJECT:

A. This Agreement shall continue in full force and effect through final acceptance of PROJECT by AUTHORITY or PROJECT close out date of December, 30 2011, or whichever is later. This Agreement may only be extended upon mutual agreement by both parties.

B. This Agreement may be terminated by either party after giving thirty (30) days written notice. This Agreement shall not be terminated without mutual agreement of both parties.

C. This Agreement may be amended in writing at any time by the mutual consent of both parties. No amendment shall have any force or effect unless executed in writing by both parties.

D. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

E. All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:	To AUTHORITY:
City of Santa Ana	Orange County Transportation Authority
P.O. Box 1988	550 South Main Street
	P. O. Box 14184
Santa Ana, CA 92702	Orange, CA 92863-1584
Attention: Raul Godinez	Attention: Venita Todd
Executive Director, Public Works Agency	Senior Contract Administrator
cc. Cindy Krebs, Project Manager	cc: Roger M Lopez Manager, Local Measure M Programs
Tel: (949) 212-2461	Tel: (714) 560-5427; Fax: (714) 560-5734

Email: cindy@cindykrebsconsulting.net

Email: vtodd@octa.net

F. 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.

G. The provision of this Agreement shall bind and inure to the benefit of each of the parties hereto and all successors or assigns of the parties hereto.

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, 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.

I. 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.

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 effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0823 to be executed on the date first above written.

CITY OF SANTA ANA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Miguel Pulido
Mayor

By: _____
Will Kempton
Chief Executive Officer

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ATTEST:

APPROVED AS TO FORM:

By: _____
xxxxxxxxxxx
City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

xxxxxxxxxxxx,
City Attorney

By: _____
Deputy City Attorney

By: _____
Kia Mortazavi
Executive Director, Development

Dated: _____

Dated: _____

Funding Schedule

AGREEMENT NO. C-9-0823
Exhibit 1

Funding Source	Fiscal Year Funding Available	Funding Amount	Phase	State and Federal Funds Recipient
M1 Transit	09/10	\$ 172,050	Grade Separation Planning & Environmental	
RSTP ¹ (FHWA)	09/10	\$ 1,327,950	Grade Separation Planning & Environmental	City direct recipient
M1 Transit	09/10	\$ 172,050	Transit Center Planning & Environmental	
RSTP ¹ (FTA)	09/10	\$ 1,327,950	Transit Center Planning & Environmental	AUTHORITY direct recipient
Total		\$ 3,000,000		

¹ Subject to reauthorization or extension of SAFETLU.



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Selection of Firms for On-Call Utility Coordination and Support Services

Highways Committee Meeting of November 16, 2009

Present: Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, and Pringle
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Director Pringle recused himself from participating in the discussion and vote on this item.

Committee Recommendations

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$900,000:

- Agreement No. C-9-0453 between the Orange County Transportation Authority and Stantec Consulting, Inc.
- Agreement No. C-9-0750 between the Orange County Transportation Authority and Spec Services
- Agreement No. C-9-0751 between the Orange County Transportation Authority and Utility Specialists California, Inc.
- Agreement No. C-9-0752 between the Orange County Transportation Authority and APA Engineering, Inc.
- Agreement No. C-9-0753 between the Orange County Transportation Authority and Berg & Associates, Inc.



November 16, 2009

To: Highways Committee
From:  Will Kempton, Chief Executive Officer
Subject: Selection of Firms for On-Call Utility Coordination and Support Services

Overview

As part of the Orange County Transportation Authority's Fiscal Year 2009-10 Budget, the Board of Directors approved the procurement of on-call utility coordination and support services for highway, transit, and railroad capital projects. Proposals were solicited in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

Recommendation

Authorize the Chief Executive Officer to execute the following on-call agreements, in an aggregate amount not to exceed \$900,000:

- Agreement No. C-9-0453 between the Orange County Transportation Authority and Stantec Consulting, Inc.
- Agreement No. C-9-0750 between the Orange County Transportation Authority and Spec Services
- Agreement No. C-9-0751 between the Orange County Transportation Authority and Utility Specialists California, Inc.
- Agreement No. C-9-0752 between the Orange County Transportation Authority and APA Engineering, Inc.
- Agreement No. C-9-0753 between the Orange County Transportation Authority and Berg & Associates, Inc.

Discussion

The Orange County Transportation Authority (Authority) has a need for on-call consultants to perform various utility coordination and support services for highway, transit, and railroad facilities in which the Authority is involved. Services will include research, surveys, evaluation of relocation alternatives, acquisition and relocation assistance, coordination among owners and stakeholders, general project/program management, and other related services as required.

The selection of firms for the on-call utility coordination and support was originally taken to the Highways Committee (Committee) on October 19, 2009. During the meeting, the Committee questioned the blended hourly rates for another similar procurement that was on the same agenda. After the Committee meeting, the Contracts Administration and Materials Management Department reviewed the ratings for cost and price and found that the ratings were not calculated in accordance with normal practices. After re-rating the cost and price score for each firm, a new proposal evaluation matrix was developed. Although the corrected scoring did not change the relative ranking of the firms or the recommendation for selection of firms, a revised evaluation matrix (Attachment B) is included in this updated staff report and the item is being presented to the Committee for approval.

Procurement Approach

This procurement was handled in accordance with the Authority's procedures for professional and technical services, and in accordance with both federal and state law. Award is recommended to the firms with the highest qualifications to perform the services, considering factors such as staffing, subcontractor team, prior experience with similar projects, approach to the work, technical expertise in the field, and a fair and reasonable pricing structure.

The awarded contracts will have a three-year initial term with two one-year options. Specific work assignments will be carried out under contract task orders (CTOs). Technical and price proposals will be solicited competitively from the selected on-call firms, and CTOs will be awarded based upon a firm's technical capabilities, understanding of the work assignment, and price.

On July 1, 2009, Request for Proposals (RFP) 9-0453 was released and sent electronically to 1,285 firms registered on CAMM NET. The project was advertised on July 7 and July 14, 2009, in a newspaper of general circulation.

Selection of Firms for On-Call Utility Coordination and Support Services Page 3

A pre-proposal conference was held on July 14, 2009, with 36 attendees representing 26 firms. Addendum No. 1 was issued to transmit the pre-proposal conference attendee list. Addendum No. 2 was issued to transmit responses to questions. Addendum No. 3 was issued to clarify and correct the RFP documents.

On August 4, 2009, 19 proposals were received. An evaluation committee consisting of staff from the Authority's Highway Project Delivery Department, Contracts Administration and Materials Management Department, Rail Programs Division, and an external member from the Los Angeles County Metropolitan Transportation Authority's Third Party Administration Department met to review all proposals submitted. The proposals were evaluated based on the following evaluation criteria and weights:

- Qualifications of Firm 30 percent
- Staffing and Project Organization 30 percent
- Work Plan 20 percent
- Cost/Price 20 percent

The standard 25 percent weighting for each criterion was not used for this procurement. For on-call services, the qualifications of the firm and the staffing and project organization are the most important factors. Therefore, each was weighted at 30 percent. Qualifications of the firm is important because an offeror's past corporate experience in specific types of heavy infrastructure utility coordination and relocation is essential to effective performance of the services. Staffing and project organization is also of significance for the following reasons: (1) key managerial and technical staff need to be very familiar and capable in heavy infrastructure utility coordination and relocation; (2) such staff must be available to perform task orders in a timely and effective manner; and (3) the combination of prime consultant staff and sub-consultants needs to make up a versatile and complete team to perform the full range of on-call services.

The evaluation committee reviewed all proposals based on the evaluation criteria and determined seven firms to be most qualified for the work. The most qualified firms are listed in alphabetical order:

Firm and Location

APA Engineering, Inc.
Laguna Hills, California

Berg & Associates, Inc.
San Pedro, California

Epic Land Solutions, Inc.
Torrance, California

Spec Services
Fountain Valley, California

Stantec Consulting, Inc.
Irvine, California

Utility Specialists California, Inc.
Lake Forest, California

W. G. Zimmerman Engineering, Inc.
Seal Beach, California

On September 15, 2009, the evaluation committee interviewed the seven firms. Questions were asked relative to the firms proposed staffing and approach to the scope of work. Based on the combined appraisal of written proposals and the interview, Epic Land Solutions, Inc., and W. G. Zimmerman Engineering, Inc., were determined to be less qualified to perform the services than the other short-listed firms and were not carried forward for recommendation. For the recommended firms, the following assessments were made:

Qualifications of Firm

The five recommended firms have the most relevant experience with utility coordination and relocation for heavy infrastructure-type projects, including transit, highway, and railroad projects, particularly grade separations, which is highly advantageous to the work on the program. All firms identified adequate staff resources and logistical capabilities to support on-call services effectively. All firms were responsive to the underutilized Disadvantaged Business Enterprise requirements.

Staffing and Project Organization

Key staff of the five recommended firms has the highest qualifications and experience with heavy infrastructure utility coordination and relocation. The firms have demonstrated experience working with public agencies and understand the requirements for timely work. Prime consultants retain a logical core of the work and are sufficiently knowledgeable in the field to manage the scope of work effectively. The subcontractors strengthen the various teams by bringing specialized skills and knowledge. Interviews with the firms further validated each firm's experience.

Work Plan

The work plan proposed by the five short-listed firms conformed to the written scope of work identified in the RFP. All five firms presented a sound understanding of the work requirements and demonstrated the ability to perform the various types of services. The firms noted familiarity with the technical issues and discussed potential strategies to mitigate the same.

Cost and Price

Pricing scores were assigned based on a formula which assigns the highest weight to the lowest price and weights the other proposal prices based on relation to the lowest price. The recommended firms' blended hourly rates are considered to be consistent with the market for these services. As these are CTO-based contracts, each CTO will be competed and awarded based on work plan, technical approach, and price.

Summary

All five firms have the experience with utility coordination and relocation for heavy infrastructure projects, especially grade separations. The firms have assembled teams that are highly qualified and experienced in the relevant field. All firms have shown complete understanding for the requirements of the RFP and are fully capable of supporting the Authority's needs over the next three to five years.

Based on the proposal evaluation and interviews, staff recommends the following five firms, as the highest ranked firms, to provide on-call utility coordination and support services to the Authority: Stantec Consulting, Inc., Spec Services, Utility Specialists California, Inc., APA Engineering, Inc., and Berg & Associates, Inc.

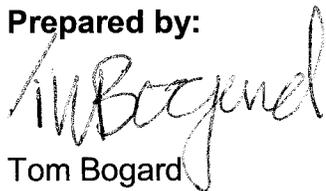
Fiscal Impact

The project was approved in the Authority's Fiscal Year 2009-10 Budget, Development Division, accounts 0010-7514-T0001-P4S, 0010-7514-F1110-KQS, 0017-7514-M0201-QDB, 0017-7514-M0201-QDC, and is funded through Measure M and Renewed Measure M funds.

Attachments

- A. RFP 9-0453, On-Call Utility Coordination and Support Services - Review of Proposals, Presented to Highways Committee - November 16, 2009
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 9-0453 - On-Call Utility Coordination and Support Services
- C. Contract History for the Past Two Years, RFP 9-0453 - On-Call Utility Coordination and Support Services

Prepared by:



Tom Bogard
Director, Highway Project Delivery
(714) 560-5918

Approved by:



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



Virginia Abadessa
Director, Contracts Administration and
Materials Management
(714) 560-5623

RFP 9-0453, "On-Call Utility Coordination and Support Services"
REVIEW OF PROPOSALS
Presented to Highways Committee - November 16, 2009

19 proposals were received, 7 firms were interviewed, 5 firms were selected

Overall Ranking	Proposal Score	Firm and Location	Sub-Contractors	Evaluation Committee Comments	Blended Hourly Rates
1	79	Stantec Consulting, Inc. Irvine, California	RGI Consulting, Inc. Safe-r-Dig Utility Services, Inc. KDM Meridian	Extensive background in utility coordination and relocation Experience includes highways and rail grade separations Key staff experienced in both wet and dry utilities Very good understanding of scope of work requirements	\$135.78
1	79	Spec Services Fountain Valley, California	Southwest Geophysics, Inc. Cal Pacific Land Services, Inc. Underground Solutions, Inc.	Utility experience includes major highway projects Extensive utility coordination with rail grade separations Key staff well qualified Good understanding of scope of work requirements	\$129.69
3	77	Utility Specialists California, Inc. Lake Forest, California	RMC, Inc. Overland, Pacific & Cutler, Inc. TDKA Underground Solutions, Inc.	Background in utility coordination and relocation Experience includes highways and railroads Key staff experience is sound Good understanding of scope of work requirements	\$136.21
4	75	APA Engineering, Inc. Laguna Hills, California	RGI Consulting, Inc. Safe-r-Dig Utility Services, Inc.	Public agency and heavy infrastructure utility experience Strongest in design and management, less in coordination Staff appropriately experienced with public agencies Very good comprehension of scope of work requirements	\$111.97
5	74	Berg & Associates, Inc. San Pedro, California	Spectrum Land Services, Inc.	Heavy infrastructure utility experience includes rail Key staff has good utility heavy infrastructure experience Good comprehension of scope of work requirements	\$105.06
6	69	Epic Land Solutions, Inc. Torrance, California	TKE Engineering Stewart Title Underground Solutions, Inc.	Experienced with utilities in infrastructure Staff stronger with acquisition rights Less experience with in-field utilities Understanding of scope of work not clear	\$89.44
7	68	W.G. Zimmerman Engineering, Inc. Seal Beach, California	Coast Surveying Land Consulting and Management Moran Utility Services, Inc. Athayle Consulting Eng. Svcs., Inc. Kantex Industries	Strong experience in traffic engineering Utility experience with municipalities Good understanding of scope of work requirements Heavy reliance on subcontractors	\$130.05

Evaluation Panel

Contracts Administration and Materials Management (1)
Highway Project Delivery (2)
Rail Programs (1)
External (1)

Criteria

Qualifications of Firm
Staffing and Project Organization
Work Plan
Cost and Price

Weight Factor

30%
30%
20%
20%

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)							
RFP 9-0453 -"On-Call Utility Coordination and Support Services "							
FIRM: Stantec Consulting, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	4.00	4.00	4.00	4.50	6	24.60
Staffing/Project Organization	4.50	4.50	4.00	4.00	4.00	6	25.20
Work Plan	4.50	4.50	4.00	4.00	4.00	4	16.80
Cost and Price	3.10	3.10	3.10	3.10	3.10	4	12.40
Overall Score	81.40	81.40	76.40	76.40	79.40		79
FIRM: Spec Services						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	5.00	3.50	4.50	4.00	6	25.20
Staffing/Project Organization	4.00	5.00	4.00	4.50	4.00	6	25.80
Work Plan	3.50	4.50	3.50	3.50	4.00	4	15.20
Cost and Price	3.20	3.20	3.20	3.20	3.20	4	12.80
Overall Score	74.80	90.80	71.80	80.80	76.80		79
FIRM: Utility Specialists California, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	4.00	4.00	4.00	4.50	6	24.60
Staffing/Project Organization	4.50	4.00	4.00	3.50	4.00	6	24.00
Work Plan	4.50	4.50	3.50	4.50	4.00	4	16.80
Cost and Price	3.00	3.00	3.00	3.00	3.00	4	12.00
Overall Score	81.00	78.00	74.00	75.00	79.00		77
FIRM: APA Engineering, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.50	4.00	3.50	3.00	3.50	6	21.00
Staffing/Project Organization	4.50	4.50	3.50	3.00	3.50	6	22.80
Work Plan	4.50	4.50	4.00	3.50	4.00	4	16.40
Cost and Price	3.70	3.70	3.70	3.70	3.70	4	14.80
Overall Score	80.80	83.80	72.80	64.80	72.80		75
FIRM: Berg & Associates, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	4.00	3.50	3.00	3.00	6	21.00
Staffing/Project Organization	4.00	4.00	3.50	3.50	3.50	6	22.20
Work Plan	4.00	3.50	4.00	3.50	3.50	4	14.80
Cost and Price	3.90	3.90	3.90	3.90	3.90	4	15.60
Overall Score	79.60	77.60	73.60	68.60	68.60		74

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)							
RFP 9-0453 -"On-Call Utility Coordination and Support Services "							
FIRM: Epic Land Solutions, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.00	3.00	3.50	3.00	3.00	6	18.60
Staffing/Project Organization	3.00	3.00	3.50	2.50	3.00	6	18.00
Work Plan	4.00	4.00	3.50	3.00	3.50	4	14.40
Cost and Price	4.60	4.60	4.60	4.60	4.60	4	18.40
Overall Score	70.40	70.40	74.40	63.40	68.40		69
FIRM: W.G. Zimmerman Engineering, Inc.						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	3.00	3.50	3.50	3.00	3.50	6	19.80
Staffing/Project Organization	3.50	3.00	3.50	3.00	3.50	6	19.80
Work Plan	4.00	4.00	4.00	3.00	4.00	4	15.20
Cost and Price	3.20	3.20	3.20	3.20	3.20	4	12.80
Overall Score	67.80	67.80	70.80	60.80	70.80		68
Range of scores for non-short listed firms was 48-67							

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 9-0453 - "On-Call Utility Coordination and Support Services"

Prime Firm (Alphabetical)	Contract No.	Description	Contract Start Date	Contract Completion Date	Contract Amount
APA Engineering, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
Berg & Associates, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
Epic Land Solutions, Inc.	C-8-1184	Right-of-way services for railroad grade crossing safety improvements	12/10/2008	11/30/2010	\$50,000
	C-8-1292	Right-of-way services for railroad grade seperations (No CTO issued)	12/22/2008	12/31/2010	\$0
	C-8-0666	Right-of-way utility support services	4/14/2008	12/31/2009	\$49,392
Sub Total					\$99,392
Stantec Consulting, Inc.	C-7-0630	Traffic and revenue forecasting services	5/9/2007	6/30/2010	\$150,000
Sub Total					\$150,000
Spec Services	C-7-0661	Preliminary utility investigation report	7/25/2007	3/31/2008	\$70,710
Sub Total					\$70,710
Utility Specialists California, Inc.	None	No contracts awarded	N/A	N/A	\$0
Sub Total					\$0
W.G. Zimmerman Engineering, Inc.	C-6-0796	Measure M - Management oversight for the Euclid Street and Oso Parkway signal synchronization	1/8/2007	12/31/2007	\$100,000
	C-7-0025	Measure M on-call technical support	3/1/2007	2/28/2008	\$100,000
Sub Total					\$200,000



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: Wendy Knowles^{WK}, Clerk of the Board
Subject: Renewed Measure M Progress Report for July 2009 through September 2009

Transportation 2020 Committee Meeting of November 16, 2009

Present: Directors Amante, Brown, Buffa, Cavecche, Dixon, and Pringle
Absent: Director Campbell

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendation

Receive and file as an information item.



November 16, 2009

To: Transportation 2020 Committee
From: Will Kempton, Chief Executive Officer
Subject: Renewed Measure M Progress Report for July 2009 through September 2009

Overview

Staff has prepared a Renewed Measure M progress report for July 2009 through September 2009 for review by the Orange County Transportation Authority Board of Directors. Despite current 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 (M2) Transportation Investment Plan be filed with Orange County Transportation Authority (OCTA) Board of Directors (Board). All Renewed Measure M progress reports are posted online for public review. To avoid any possible confusion with the original Measure M program, this quarterly status report and all subsequent reports will refer to Renewed Measure M with the designation M2.

Discussion

Voter safeguards are a critical factor for public acceptance of 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:

- Freeway projects were progressing for the Santa Ana Freeway (Interstate 5), the Orange Freeway (State Route 57), the Riverside Freeway (State Route 91), and the San Diego Freeway (Interstate 405).
- The Master Plan for the Regional Traffic Signal Synchronization program is under development and the draft will be completed by the end of 2009.
- The Southern California Regional Rail Authority (SCRRA) awarded Herzog Contracting Corporation a contract to construct the civil portions of the Metrolink Service Expansion Program (MSEP) and grade crossing safety enhancements.
- Two Board-approved Go Local fixed-guideway projects are in Step Two, completing alternatives analysis and environmental clearance.
- Additional cooperative agreements were executed with the lead agencies of Buena Park, Laguna Beach, and Tustin to define the roles and responsibilities for Step Two service planning of the Board-approved Go Local bus/shuttle concepts.
- The Environmental Cleanup Allocation/Water Quality Committee continued to refine the draft funding guidelines and framework for the allocation of water quality funding.

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. Since the public may view both the original Measure M

Summary

As required by Measure M Ordinance No. 3, a quarterly report covering activities from July 2009 through September 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 July – September 2009

Prepared by:



Robert Nathan
Senior Public Information Specialist
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Approved by:



Andrew Oftelie
Acting Director, Program Management
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**M2 Quarterly Progress Report
*July–September 2009***

The following is a summary of the progress made on the Renewed Measure M (M2) Early Action Plan (EAP) covering the third quarter (July – September) of 2009.

Highway Projects

Tom Bogard (714) 560-5918

Interstate 5 Projects

The Orange County Transportation Authority (OCTA) has begun preparation of an environmental document for improvements along San Diego Freeway (Interstate 5) between Avenida Pico and Pacific Coast Highway, through the communities of San Clemente and Dana Point. The environmental study will evaluate the benefits of extending the current high-occupancy vehicle (HOV) lanes on (Interstate 5) I-5, that presently end at the Pacific Coast Highway interchange, down to Avenida Pico in San Clemente. Environmental approval is expected in mid 2011. (Part of Project C)

OCTA is also preparing a project study report to evaluate options to improve the Avenida Pico interchange on I-5. The study will look at ways to improve local traffic flow entering and leaving the freeway in this area. This study will be coordinated with the environmental study being done for the I-5 HOV lane project in the same vicinity. The study is expected to be completed in late 2010. (Part of Project D)

The California Department of Transportation (Caltrans) is preparing final design for the reconstruction of the I-5/Ortega Highway (State Route 74) interchange. The project will reconstruct the State Route 74 (SR-74) bridge over the freeway and improve local traffic flow along Ortega Highway and the adjacent streets leading to the freeway. Design is expected to be completed in late 2011. (Part of Project D)

OCTA is preparing a project study report to look at ways to improve traffic flow along I-5 between the San Joaquin Toll Road (State Route 73) and San Diego Freeway (Interstate 405) through the communities of Lake Forest, Laguna Hills, 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. (Part of Project C)

Caltrans is preparing a project study report to identify ways to relieve freeway congestion along I-5 between the Costa Mesa Freeway (State Route 55) and the Orange Freeway (State Route 57) in Santa Ana. The study is looking at ways to increase capacity and improve traffic flow through this section of I-5 that connects four major freeways in central Orange County. The study is expected to be completed in late 2009. (Part of Project A)

State Route 57 Projects

OCTA is preparing an environmental analysis to add a new northbound lane on the State Route 57 (SR-57) between Katella Street 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. Environmental approval is expected in late 2009. (Part of Project G)

OCTA is also preparing the final design for a new northbound lane on SR-57 from Orangethorpe Avenue to Lambert Avenue through the communities of Brea and Fullerton. The widening of the freeway in the northbound direction will be generally accommodated within the existing right of way. Construction is expected to begin in late 2010. (Part of Project G)

State Route 91 Projects

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 examining 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. Environmental approval is expected in early 2010. (Part of Project H)

Caltrans is preparing an environmental document to improve traffic flow through the State Route 55 (SR-55) and State Route 91 (SR-91) interchange. The improvements to the interchange will focus on the northbound to westbound connector along SR-91 between SR-55 and Tustin Avenue. Environmental approval is expected in early 2011. (Part of Project I)

Caltrans is preparing final design to add one new lane each way along SR-91 from SR-55 to Eastern Toll Road (State Route 241). This project will add significant new capacity along SR-91, generally within the existing right of way, through the cities of Anaheim and Placentia. Final design is expected to be completed in late 2010. (Part of Project J)

Caltrans has awarded a contract to begin construction of a new eastbound lane on SR-91 between the State Route 241 (SR-241) and the Corona Expressway (State Route 71) in Riverside County. The project will extend the existing eastbound auxiliary lane that currently terminates within Santa Ana Canyon to the State Route 71 (SR-71) interchange. Construction of the project is funded under the federal economic stimulus program. Construction is expected to begin in late 2009. (Part of Project J)

The Riverside County Transportation Commission (RCTC) is planning to extend the express lanes eastward along SR-91 from their current terminus in Anaheim all the way to the Corona Freeway (Interstate 15). This project will also add one general-purpose lane in each direction from Interstate 15 (I-15) to SR-241 in Orange County. RCTC is

currently preparing an environmental analysis for the proposed improvements, which is expected to be completed in 2011. (Part of Project J)

Interstate 405 Projects

OCTA is preparing an environmental study to add one or two new lanes each way on the Interstate 405 (I-405) between 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 to help fund the project is to add express lanes in each direction in the median of the freeway to provide a free-flowing toll facility similar to that currently operating on SR-91 in Anaheim. The environmental document is expected to be completed in 2012. (Part of Project K)

Signal Synchronization

Anup Kulkarni (714) 560-5867

In January 2008, OCTA completed the Euclid Street signal synchronization project that implemented optimized signal timing along a 16-mile segment of Euclid Street. Travel times along Euclid Street were improved an average of 20 percent or a savings of 10 minutes and stops for red lights were reduced by 40 percent.

In April 2008, the California Transportation Commission awarded OCTA \$4 million as part of the Proposition 1B traffic signal synchronization program for signal synchronization. When combined with \$4 million from the original Measure M (M1), \$8 million will be provided to fund signal synchronization along 10 significant street corridors comprised of 533 signalized intersections on 158 miles of roadway over the next three years. OCTA has started work on the three corridors that make up the first phase of the project: Alicia Parkway with 41 signalized intersections along 11 miles, Beach Boulevard with 71 signalized intersections along 20 miles, and Chapman Avenue with 47 signalized intersections along 13 miles.

In December 2008, a second synchronization project along an 8-mile segment of Oso Parkway/Pacific Park Drive was completed. Optimized timing has been implemented in conjunction with strategic signal system upgrades and a monitoring effort. Travel times along Oso Parkway/Pacific Park Drive were improved an average 20 percent or six minutes and reduction in stops for red lights was reduced by average by of 52 percent.

Lastly, OCTA has been working on a Master Plan for the Regional Traffic Signal Synchronization Program that will be 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 2,200 intersections. OCTA will be seeking Board of Directors' guidance on the elements of the Master Plan in fall 2009. The Master Plan effort will be complete by the end of 2009. The Master Plan builds on all of the work OCTA has

accomplished with the Demonstration Projects and the Traffic Light Synchronization Program projects.

Metrolink

Mary Toutouchi (714) 560-5833

Sarah Swensson (714) 560-5376

Due to the 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 approved the implementation strategy for the Grade Crossing Safety Enhancement Program and Quiet Zone improvements at 52 grade crossings in Orange County.

Final design for the grade crossing safety enhancements was completed, but there was a delay in advancing this project of approximately 90 days in order to accommodate use of Proposition 116 funds on this project. While the delay affected the construction schedule, this effort allowed the region to keep Proposition 116 funds within Orange County, which was a critical issue in light of current revenue forecasts and future funding opportunities.

Southern California Regional Rail Authority (SCRRA) awarded Herzog Contracting Corporation (Herzog) a contract to construct the civil portions of the Metrolink Service Expansion Program and Grade Crossing Safety Enhancements. In addition to the civil construction contract, contracts for special track work, signal construction, signal maintenance, and signal and rail material procurement also have been awarded.

OCTA staff and the SCRRA construction team continue to meet with cities to discuss pre-construction requirements and traffic detour plan reviews. This effort is intended to resolve issues early and avoid delays once construction begins. Construction of both programs will be undertaken at the same time. SCRRA issued the Notice to Proceed to Herzog to begin construction in August 2009. Construction has started in the cities of Orange and Anaheim and it is expected to take slightly over two years to complete all 52 crossings.

Once the construction is completed, cities may apply to the Federal Railroad Administration for the establishment of a quiet zone.

A comprehensive public outreach program was also developed to notify communities of construction impacts such as road detours, nighttime work, and dust impacts throughout the two-year program. The goal of the public outreach program is to inform and engage the public throughout the development of construction, raise awareness of increased

train service, and partner with participating cities to create a quiet zone outreach program. Prior to construction, a project information postcard was mailed to nearly 17,000 residents countywide living within a quarter-mile radius of all 52 railroad crossings. The postcard encouraged residents to sign up on OCTA's website to be included in the project database. Since the postcard was mailed, the database has grown to more than 600 residents living in Orange County.

In addition, a public education program, "Be Rail Safe," was developed to educate youths and adults about rail safety and to help reduce the number of trespassing incidents on or around the train tracks. An interactive web site and speakers bureau has been developed for both outreach programs. Since the education outreach program launched, 20 presentations have been given to various community groups in Anaheim, Fullerton, Orange, Santa Ana, San Clemente and Tustin. Based on evaluations from the presentations, 83 percent rate the rail safety information as excellent, 91 percent are very supportive of an education awareness program, and 74 percent are more likely to use caution around train tracks after receiving the rail safety tips.

Go Local

Kelly Long (714) 560-5725

Go Local Fixed-Guideway

Project development continued with the two Board-approved Go Local fixed-guideway project concepts, from the City of Anaheim and the cities of Santa Ana and Garden Grove. Both teams are under way with step two efforts to complete detailed planning, including alternatives analysis (AA), selection of a locally preferred alternative and environmental clearance.

In July, the City of Anaheim hosted an early scoping meeting to further refine a set of alternatives that would provide a transit connection from the Anaheim Regional Transportation Intermodal Center (ARTIC) to the Anaheim Resort. Approximately 60 members of the public attended the workshop sessions to provide input on potential alignments and technologies. In September, the City of Anaheim submitted a Notice of Intent to the Federal Transit Administration that included the refined set of alternatives that would be further studied as part of the environmental clearance process. An additional scoping meeting is scheduled for November 12.

In September, the City of Santa Ana hosted a kick-off meeting with the project team to initiate planning efforts for a transit connection from the Santa Ana Regional Transportation Center (SARTC) to Harbor Boulevard. The City presented an initial schedule, project goals and key milestones. OCTA also participated in Santa Ana's city council workshop where the council had an opportunity to provide input on the fixed-guideway project, as well as other elements of the city's transit vision.

OCTA staff, with assistance from the project management consultant, continues to participate, review and comment on development activities related to both fixed-guideway projects.

Go Local--Bus/Shuttle

During the reporting period, additional cooperative agreements were executed with the lead agencies of Buena Park, Laguna Beach and Tustin to define the roles and responsibilities for step two service planning of the lead agencies' Board-approved bus/shuttle concepts. Three remaining lead agency cooperative agreements are expected to be presented to the Board for consideration in October. Work is under way to develop the ridership methodology that will be used to assess the viability and feasibility of all step two bus/shuttle concepts. Consultants were selected to perform detailed service planning work in each of the six bus/shuttle sub-regions.

Letters were mailed in July to all cities inviting participation in Project V, community-based transit circulators. Cities were provided service planning request forms to outline local shuttle/trolley concepts that they would like to advance and incorporate into the Go Local Step Two detailed service planning effort. Thirteen cities/teams submitted concepts by the September 11 deadline. These concepts were submitted for Board review and approval in October.

All planning work done as part of steps one and two of the Go Local program is funded by Measure M (M1) in preparation for the implementation of project S (transit extensions to Metrolink), funded by M2. Staff continues to develop guidelines for the evaluation of Go Local projects that will compete for M2, Project S funds. Staff expects to bring draft guidelines for the Board's consideration in spring 2010.

Environmental Committees

Marissa Espino (714) 560-5607

The Environmental Cleanup Allocation/Water Quality Committee and the Environmental Oversight Committee both began meeting on a monthly basis starting in January 2008.

Water Quality Program

The M2 Environmental Cleanup Allocation Committee (Allocation Committee) is designed to make recommendations to the Board of Directors on the allocation of funds for water quality improvements. These funds will be allocated on a countywide competitive basis to assist jurisdictions in meeting the Clean Water Act standards for controlling transportation-generated pollution.

During the third quarter of 2009, the Allocation Committee continued to refine the draft funding guidelines and framework for the allocation of water quality funding, which is expected to be presented for approval to the OCTA Board of Directors by December 2009.

Funds will be allocated in phases with the first grant program focusing on a catch basin improvement program that will offer funding for equipment purchases and upgrades to existing catch basin screens, filters and inserts.

A second grant program also is in development that will focus on funding for multi-jurisdictional, multi-year capital intensive projects. In September 2009, the Allocation Committee began drafting the objectives for a planning study that will identify the most strategically effective areas, opportunities and types of investments to reduce road and freeway runoff impacts to waterways in Orange County.

Freeway Mitigation Program

The purpose of the M2 Freeway Mitigation Program 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.

Over the past year, OCTA has engaged in an outreach process to inform the Orange County community at large and owners of prospective conservation properties about the freeway mitigation program. As part of this outreach, property owners, local government agencies and community groups have had the opportunity to make presentations to the EOC and provide information regarding potential conservation properties and restoration projects that could be funded under the freeway mitigation program.

During the third quarter of 2009, the EOC, OCTA Transportation 2020 Committee and OCTA Board of Directors approved an early acquisition and restoration prioritization process. This five-step, scientific-based screening process identifies the necessary steps needed to ultimately prioritize the property submittals for early restoration and acquisition funding.

OCTA staff also continued to work with the Conservation Biology Institute to complete an independent Conservation Assessment of conservation/mitigation opportunities within Orange County. This analysis will then overlay properties that may be available for early acquisition and/or restoration funding. The conservation assessment is scheduled to be presented to the EOC and public in November 2009.

Property acquisition, restoration and management criteria matrices were also developed and reviewed by the EOC in the third quarter. These matrices list various eligibility criteria and serve as a tool during the property selection process. The matrices are anticipated to be presented to the Transportation 2020 Committee in November 2009.

Financing

Ken Phipps (714) 560-5637

In early June, staff received a revised projection of taxable sales growth rate from the State Board of Equalization. The revised projections are sharply lower than what was forecasted last January. Staff has applied the revised State Board of Equalization sales tax forecast for the balance of the 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 more than \$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 \$14.7 billion for the 30-year period.



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
WK
From: Wendy Knowles, Clerk of the Board
Subject: Customer Relations First Quarter Report Fiscal Year 2009-10

Transit Committee Meeting of November 12, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, Pulido, and Winterbottom
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendation

Receive and file as an information item.



November 12, 2009

To: Transit Committee

From: ^{per: WDK} Will Kempton, Chief Executive Officer

Subject: Customer Relations First Quarter Report Fiscal Year 2009-10

Overview

The Customer Relations report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the period of July 2009 through September 2009, as well as a review of the performance of Alta Resources, the contracted provider of the Customer Information Center.

Recommendation

Receive and file as an information item.

Background

The Customer Relations Department (Customer Relations) is responsible for identifying and resolving service issues through the use of proactive and responsive methods. Customer Relations disseminates information about the Orange County Transportation Authority's (OCTA) services and policies and serves as a channel through which customers' opinions about those services and policies are transmitted to OCTA.

Discussion

Responsibilities within Customer Relations are varied. As its primary function, Customer Relations takes written, verbal, and e-mailed comments and complaints and facilitates OCTA responses. Staff interacts closely with numerous departments to obtain resolution to customers' concerns. Customer Relations participates in monthly meetings with members of OCTA's Transit Division, as well as with the contractor responsible for providing ACCESS and contracted fixed-route services to ensure customer concerns are heard and problems are resolved. Staff also interacts closely with the bus Service

Planning and Customer Advocacy staff to ensure there is a forum to listen to the needs of riders.

The department also oversees the Customer Information Center (CIC) which provides trip routing information to bus riders; the issuance of Reduced Fare Identification (RFID) cards to seniors and persons with disabilities; and the sale of bus passes and ACCESS coupons to the public via mail, phone, and online through the OCTA website. The RFID and Pass Sales functions were brought in-house beginning July 1, 2009. Customer Relations is also responsible for coordinating responses to inquiries about the 91 Express Lanes toll road (91 Express Lanes); administration of the OCTA Store; production of Riders' Alerts to notify customers of changes to bus routes and schedules; and oversight of the Special Needs in Transit Advisory Committee. Below are highlights of Customer Relations activities during the period of July 1 through September 30, 2009.

Customer Communications

Customer Relations receives and processes communications from customers on a variety of topics including local bus service, intracounty and intercounty express routes, rail feeder routes, and ACCESS service. Listed below is a breakdown of the communications that Customer Relations received during the quarter.

Total Communications

Fiscal Year 2008-09	Phone Calls	E-mails	Letters	Totals
4 th Quarter (April – June)	10,555	768	98	11,421
Fiscal Year 2009-10	Phone Calls	E-mails	Letters	Totals
1 st Quarter (July – September)	15,059	799	75	15,933

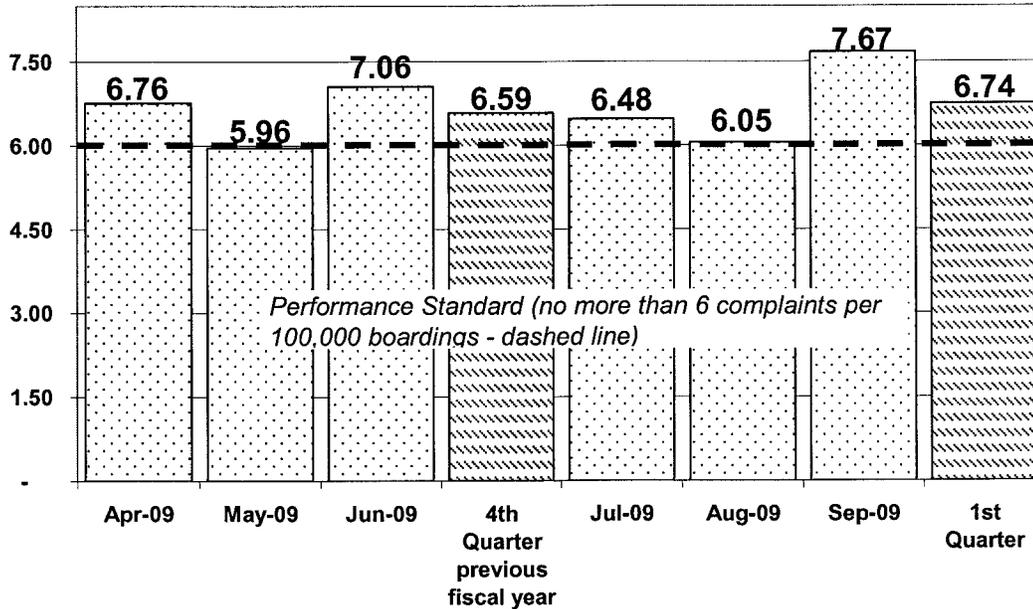
Fixed-Route Bus Operations

During this quarter, there were 14,057,958 fixed-route boardings. This represents a decrease of 2.05 percent compared to the 14,351,855 boardings in the previous quarter. Based on the customer communications received, there were 232 compliments for the quarter compared to 289 in the previous quarter, representing a 25 percent decrease in coach operator compliments.

There were a total of 948 complaints were received, equaling 6.74 complaints per 100,000 boardings, which exceeds the Transit Division's goal of no more than six complaints per 100,000 boardings. Attachment A delineates the total

number of fixed-route complaints received this quarter compared to previous fiscal years. The following chart provides a monthly breakdown of the complaints per 100,000 boardings. Although there was a decrease in ridership, there was a slight increase in complaint ratio.

Directly Operated Fixed-Route Complaints per 100,000 Boardings



The concern most often expressed by customers of OCTA’s fixed-route service during the first quarter was being passed by while waiting for a bus. Of the 948 complaints received, the following complaints were the three most frequently reported during this quarter:

1. Pass-Bys

A total of 210 complaints were received from passengers who reported being passed by OCTA buses compared to 217 complaints received last quarter. This represents a 3 percent decrease for the quarter.

2. Coach Operator Discourtesy

There were 117 complaints from riders about the behavior exhibited by coach operators compared to the 90 complaints reported in the previous quarter. This is a 30 percent increase in the number of complaints about coach operator discourtesy as compared to the previous quarter.

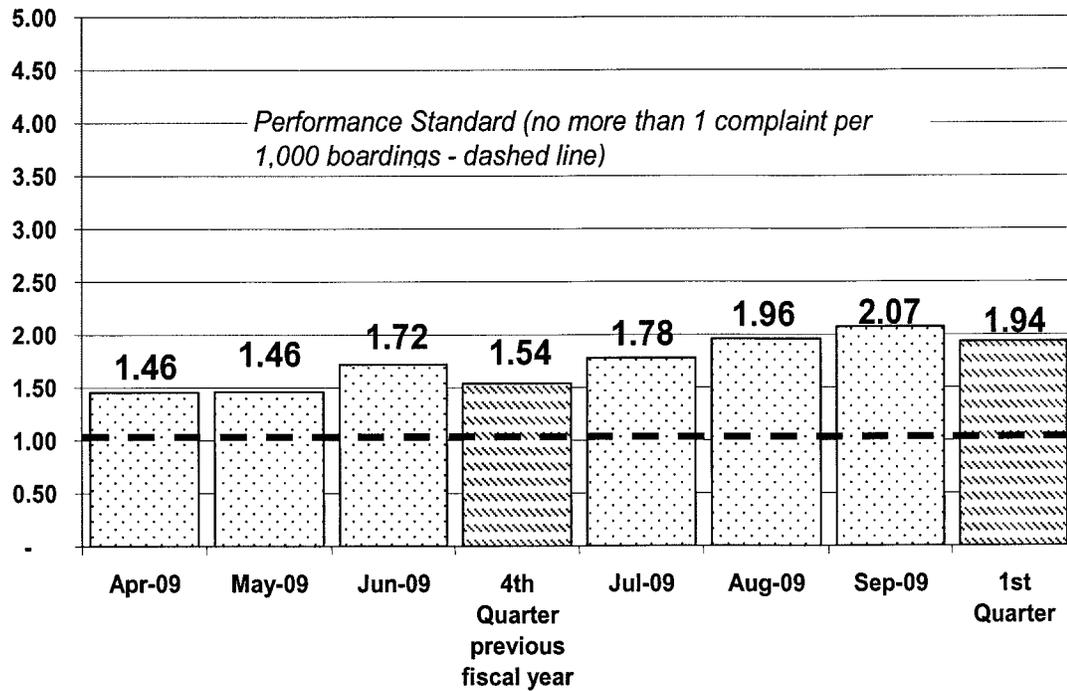
3. Behind Schedule

There were 106 complaints received about buses being behind schedule versus 185 complaints received last quarter, a 40 percent decrease.

ACCESS Service

Veolia Transportation, Inc. (Veolia) operates ACCESS service. During this quarter, there were 317,722 ACCESS boardings compared to 362,850 in the previous quarter. The complaint standard for ACCESS service is no more than one complaint for every 1,000 boardings. There were 615 complaints received about ACCESS representing 1.94 complaints per 1,000 boardings in the first quarter of fiscal year 2010. During the previous quarter, a total of 559 complaints were received equaling 1.54 complaints per 1,000 boardings.

ACCESS Complaints per 1,000 Boardings



Attachment B and the previous chart depict the ACCESS complaints received this quarter. Identified in the following section are the most frequently occurring ACCESS complaints for the fourth quarter:

1. Vehicles Not Arriving on Time

From July 1, 2009 to September 30, 2009, there were 120 complaints about ACCESS vehicles not arriving on time to pick up passengers versus 72 in the previous quarter. This is a 67 percent increase in complaints about ACCESS vehicles not arriving on time. However, this represents an 11 percent decrease in complaints when compared to the 135 ACCESS complaints about vehicles not arriving on time reported the first quarter of the previous fiscal year.

2. Vehicles Not Arriving

Customer Relations received 99 complaints about ACCESS vehicles not arriving to pick up passengers versus 112 in the previous quarter. This is a 12 percent decrease in complaints about ACCESS vehicles not arriving. This represents a 43 percent decrease when compared to the 174 complaints reported the first quarter of the previous fiscal year.

3. Driver Judgment (any questionable decision, action, or omission on the part of the ACCESS driver)

Examples of judgment complaints include, but are not limited to, loading/unloading customers under unsafe conditions, conducting personal business while in service, failure to call medical or security assistance when warranted by circumstances, etc. A total of 93 complaints were received from riders about the judgment displayed by contracted ACCESS drivers compared to 88 received last quarter. This represents a 6 percent increase in complaints about driver judgment. However, this represents a 20 percent decrease in complaints when compared to the 116 ACCESS complaints about Driver Judgment reported the first quarter of the previous fiscal year.

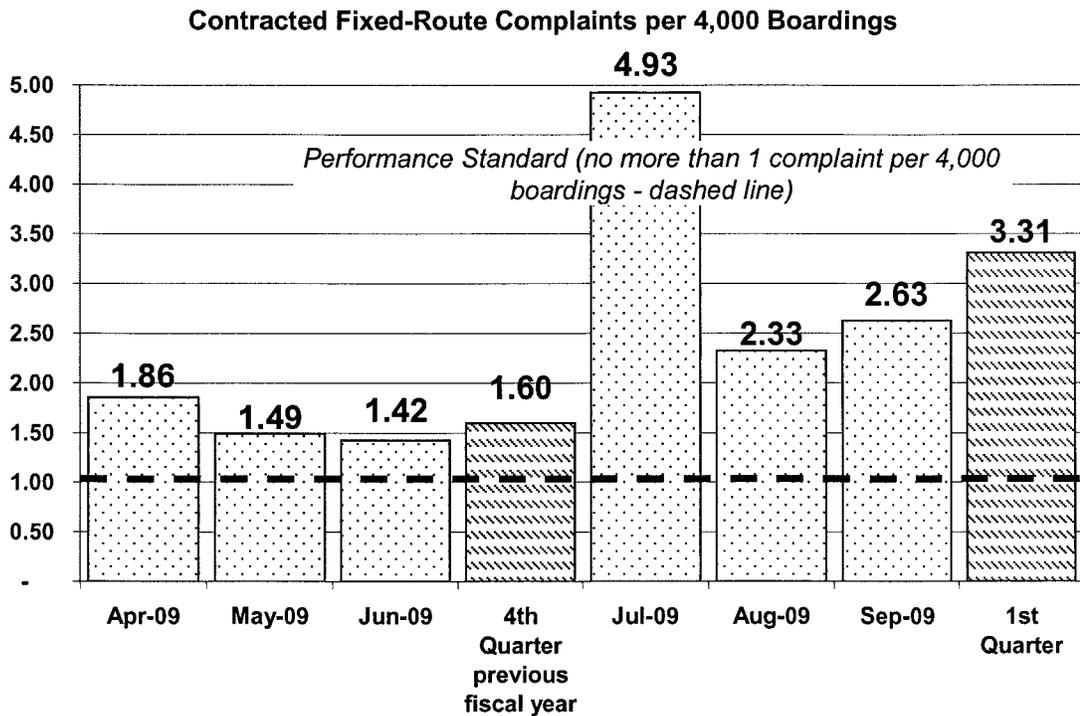
Contracted Fixed-Route Service

MV Transit, Inc. (MV) started operating OCTA contracted fixed-route service during this quarter, effective July 1, 2009, which includes OCTA's community fixed routes, approximately half of the StationLink routes, and the OC Express routes 757, 758, and 794. During the quarter, there were 238,226 boardings compared to 227,872 boardings in the previous quarter, a 4.5 percent increase.

The contractual complaint standard for contracted fixed route is no more than one complaint per 4,000 boardings. MV finished the quarter with 197 complaints representing 3.3 complaints per 4,000 boardings. There were

1.6 complaints per 4,000 boardings in the previous quarter. Attachment C and the following chart lay out the contracted fixed-route complaints for this quarter.

The spike in complaints is attributed to the startup of service in July with the new contractor, MV, and its new drivers were gaining experience. Also, new larger 40 foot coaches were deployed requiring route changes and schedule adjustments.



The most frequently occurring contracted fixed-route complaints for this quarter are listed below:

1. Vehicles Running Behind Schedule

There were 69 complaints about contracted drivers running late versus 12 complaints in the previous quarter, a 475 percent increase. This represents a 123 percent increase when compared to the 31 complaints reported the first quarter of the previous fiscal year.

2. Pass-Bys

A total of 38 complaints were received from riders about pass-bys compared to 12 received last quarter. This is a 217 percent increase in complaints about pass bys. However, this represents a 27 percent

increase in complaints when compared to the 30 ACCESS complaints about Pass-Bys reported the first quarter of the previous fiscal year.

3. Vehicles Not Arriving

Customer Relations received 34 complaints from riders about contracted vehicles not arriving to pick them up compared to the 12 complaints reported in the previous quarter, representing a 183 percent increase. However, this represents a 55 percent increase in complaints when compared to the 22 ACCESS complaints about not arriving reported the first quarter of the previous fiscal year.

Customer Information Center

The CIC is operated by Alta Resources (Alta). The CIC handled 247,814 calls during the quarter, compared to 208,270 in the previous quarter, representing a 19 percent increase in call volume. The average monthly call volume for this quarter was 82,605 versus 69,423 in the previous quarter. A detailed report on the CIC will be forthcoming later in the month.

During the first quarter of the fiscal year, a total of six complaints and 32 compliments were received about Alta compared to eight complaints and 28 compliments during the previous quarter.

Fiscal Year 2009-10			
	Phone Calls	Compliments	Complaints
July 2009	81,248	9	3
August 2009	83,150	12	1
September 2009	83,416	11	2

The increase in phone calls since June is partially attributable to the service reductions.

Customer Relations Activities

- Coach Operator Training

Customer Relations conducted two customer relations training sessions during the quarter. The purpose of these classes is to improve and enhance the customer service that is provided to passengers by coach operators. All of the training sessions included a presentation on the customer comment process, interactive discussions, and a question and answer session with coach operators.

- 91 Express Lanes

The OCTA Store established 131 new accounts for the 91 Express Lanes compared to 125 in the previous quarter.

- OCTA Store Sales and Pass Sales

The OCTA Store had total sales of \$329,402 during the quarter compared to \$394,917 in the previous quarter (a 17 percent decrease) and \$323,024 in the first quarter of the previous fiscal year. These sales figures include the sale of passes, merchandise, and Employee Recreation Association tickets.

In addition to the OCTA Store sales, there was a total of \$508,423 in passes sold online, by mail, and by phone compared to \$625,346 in the previous quarter (a 19 percent decrease). In fiscal year 2008-09 sales totaled \$484,761 for the first quarter.

The combined sales between the OCTA Store and the Pass Sales Section totaled \$837,825 for the first quarter compared to \$1,020,263 in the previous quarter (an 18 percent decrease) and \$807,785 in the first quarter of the previous fiscal year.

- Special Needs in Transit Advisory Committee

During this quarter, the committee met and provided OCTA with valuable feedback regarding the proposed March 2010 bus service reduction program. Collectively, the committee members' preferences, based on the list of approaches to reduce service presented to the committee on October 6, 2009, by OCTA staff, are in order as follows:

1. Ensure there is some level of countywide geographic coverage/equity for bus service that would have the least impact on ACCESS service.
2. Implement short-turns on lowest ridership trips.
3. Reduce service during off-peak periods including early morning, midday, late night and weekends, but maintain span or hours of operation.

The least favored approaches were:

1. Eliminating the least productive routes

2. Reducing service during peak ridership periods (weekday rush hours)
3. Eliminating certain service altogether such as weekend service where ridership is lower than peak hours

- Customer Relations Roundtables

On July 28, 2009, the Customer Relations department hosted a Coach Operators Roundtable to discuss the public outreach plan for the March 2010 Bus Service change. The goal of this meeting was to gather coach operators' feedback and learn their perspective on how effectively OCTA is communicating with its customers regarding the service changes.

Information sessions at the bases, ambassadors on the buses and bus stops, attention grabbing interior cards, a dedicated service reduction hotline with pre-recorded information were among the top suggestions we received from the group. The External Affairs Division followed up implementing some of these suggestions including sending ambassadors on buses and at major transportation centers, creating bright interior cards, and establishing a dedicated hotline for the March 2010 service reductions.

Customer Relations staff also assisted the marketing department in recruiting customers to participate in a Customer Roundtable held on August 12, 2009. Riders provided feedback about the resources they used to obtain schedule and route information. The bus book, calling the CIC and using the OCTA website were the most popular.

- Transit Ambassadors

Customer Relations and CIC staff participated in a Transit Ambassador Program with several OCTA staff members volunteering to represent OCTA in various locations throughout the County. The focus was to inform customers and the general public of upcoming changes to the bus service. Thirteen site locations and more than ten selected routes were identified as a priority based on ridership and important transfer points. Locations served by the ambassadors were The Depot at Santa Ana, Fullerton Transportation Center, Fullerton Park and Ride, Laguna Hills Transportation Center, Newport Transportation Center, Golden West Transportation Center, Westminster Mall, Larkin Square in Tustin, The Village at Orange, Orange Transportation Center, Brea Mall, and multiple stops at 6th and Flower streets in Santa Ana.

This effort augmented marketing outreach targeted at employer sites, schools and transportation centers.

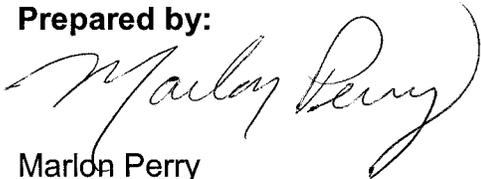
Summary

Throughout the quarter, Customer Relations continued to address customer service issues, process RFID cards and process requests for pass sales. Customer comments for OCTA-operated fixed-route bus service, as well as ACCESS, operated by Veolia and contracted fixed route service, operated by MV, continued to fall below the established performance standards during the first quarter. This is largely due to the bus service reduction and the decrease in ridership, as well as the startup of the new contracted fixed-route service provider. Alta, the contractor responsible for the CIC, continued to operate within the performance standards established in the contract.

Attachments

- A. OCTA Operated Fixed-Route Complaints First Quarter Fiscal Years 2008-2010
- B. ACCESS Complaints First Quarter Fiscal Years 2008-2010
- C. Contracted Fixed-Route Complaints First Quarter Fiscal Years 2008-2010

Prepared by:

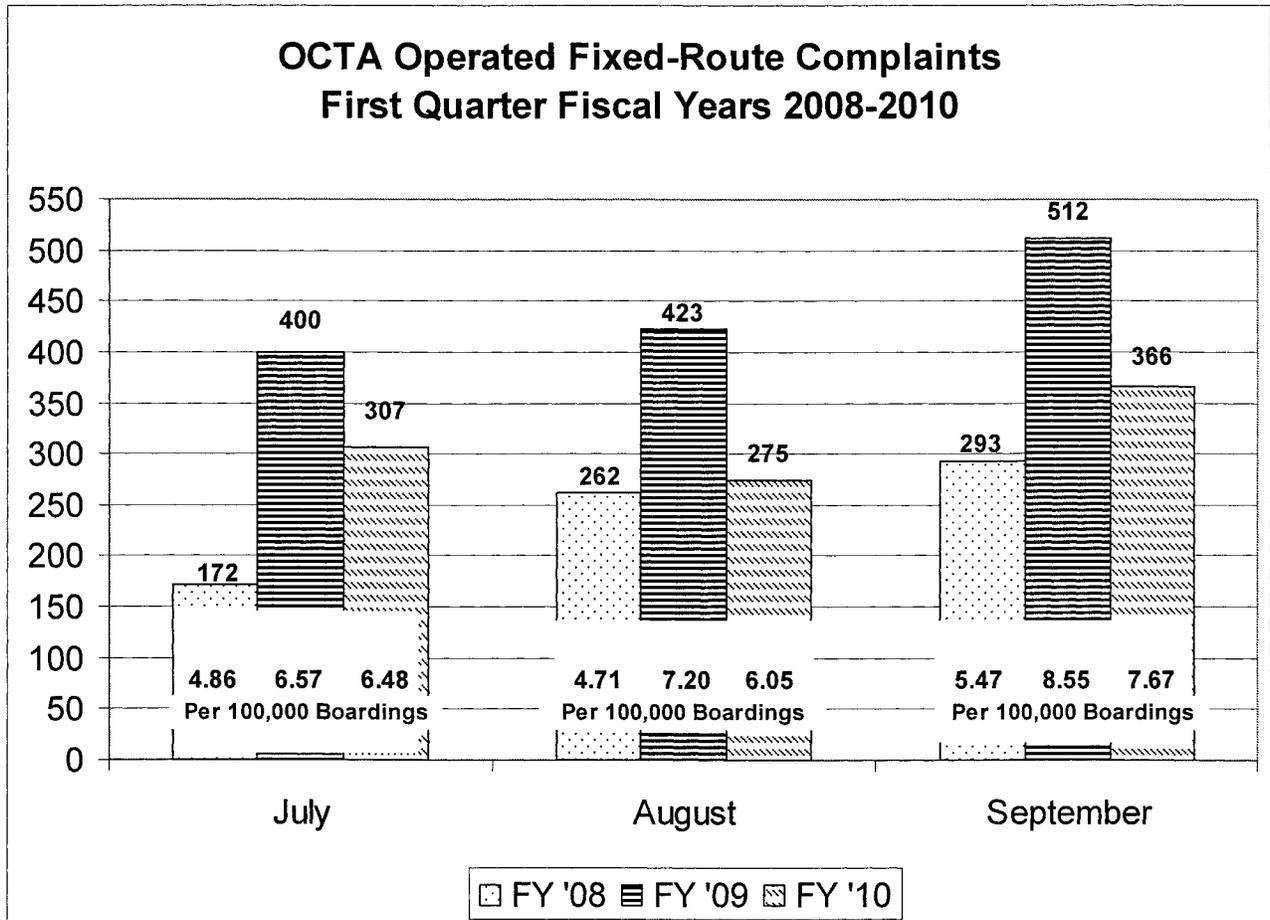


Marlon Perry
Manager, Customer Relations Department
(714) 560-5566

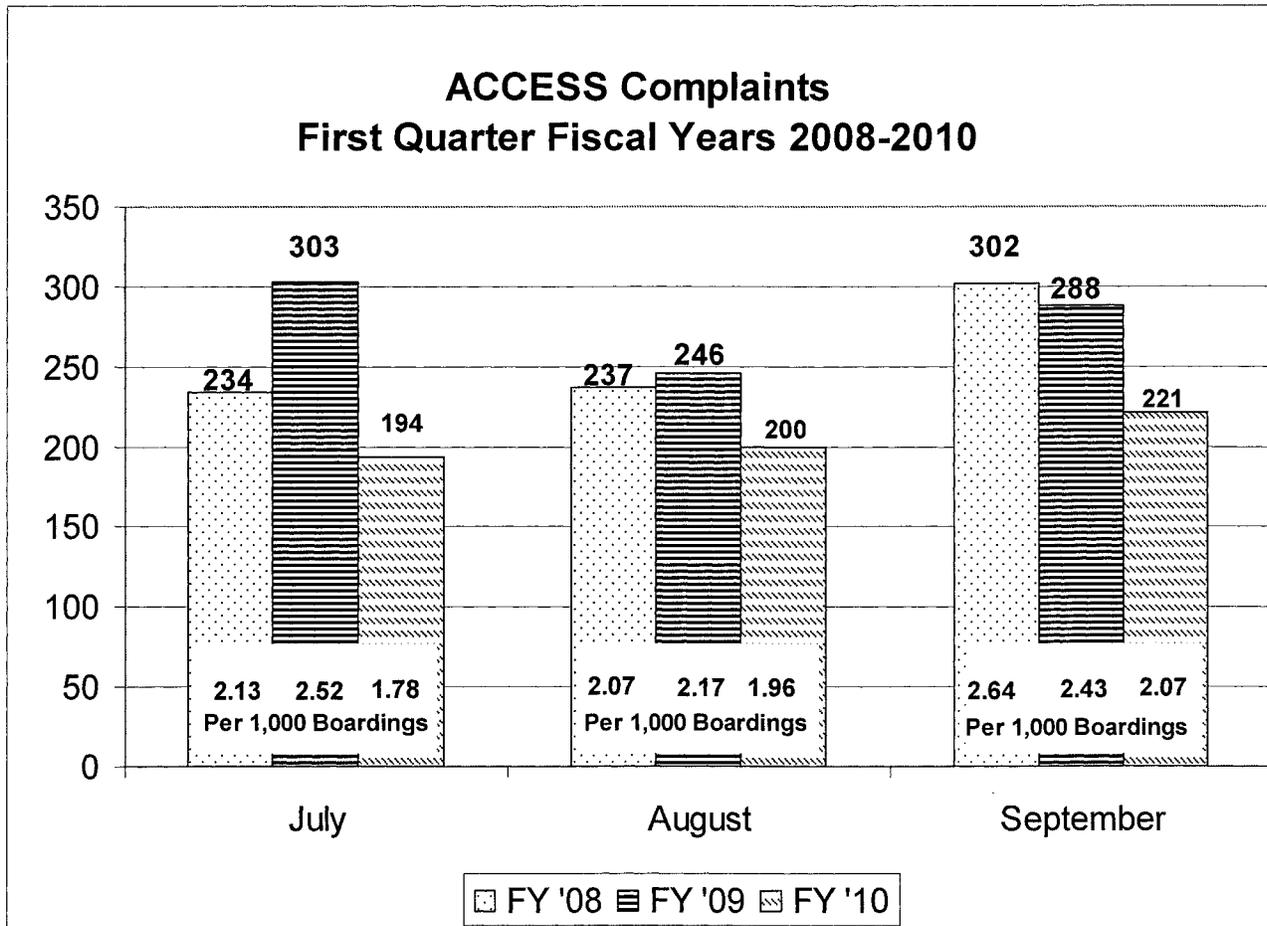
Approved by:



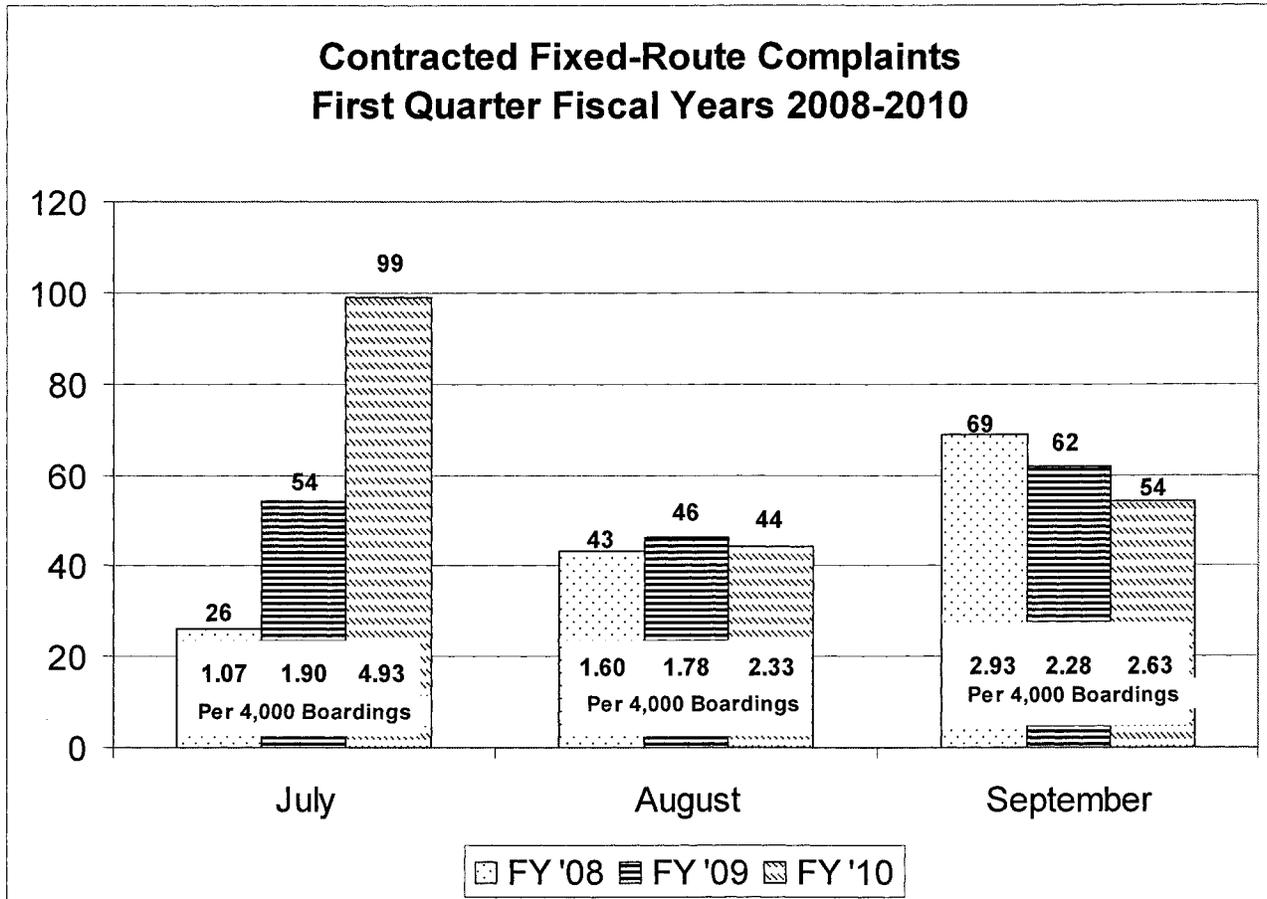
Ellen S. Burton
Executive Director, External Affairs
(714) 560-5923



*The complaint standard for fixed-route service is no more than six complaints for every 100,000 boardings.



* The contractual complaint standard for ACCESS service is no more than one complaint for every 1,000 boardings.



* The complaint standard for contracted fixed-route service is no more than one complaint for every 4,000 boardings.



November 23, 2009

To: Members of the Board of Directors
From: Will Kempton, Chief Executive Officer
Subject: Approval to Release an Invitation for Bids for Lease and Full Service of Bus Tires

Overview

Orange County Transportation Authority staff has developed an invitation for bids to initiate the competitive procurement process to select a firm to provide lease and full service of bus tires. Board of Directors' approval is requested to issue this invitation for bids.

Recommendation

Approve the release of Invitation for Bids 9-0766 for lease and full service of bus tires.

Discussion

The Orange County Transportation Authority (Authority) has contracted the leasing of bus tires and full service for its revenue vehicles since 1973. This has proven to be cost effective in terms of material and manpower. Since May 1, 2004, the contract has been with Bridgestone/Firestone North American Tire, LLC.

The current agreement provides tire leasing and full service for all Authority-owned vehicles, which consists of 626 40-foot buses, 50 60-foot buses, and 307 paratransit buses.

The Authority uses a contractor for tire leasing and tire service at all of its operating bases, including the two contractor-operated bases. This is a common industry practice. The current agreement for these services will expire on April 30, 2010. Authorization is requested to release an invitation for bids to begin the process to select a contractor to continue to provide these services in support of bus operations.

Procurement Approach

The Authority's procurement policies and procedures require that the Board of Directors (Board) approve all invitations for bids (IFB) over \$1,000,000. Staff is requesting approval from the Board authorizing the release of the IFB (Attachment A) for a period of five years for lease and full service of bus tires.

Bidders will be asked to submit pricing for the leasing of tires and full service tire maintenance for transit buses. The technical specifications identify tires of high quality, radial tire design suitable for transit operations. Bidders shall provide tires meeting all laws and regulations of the State of California and the federal government. Bidders shall maintain tires in a condition that meets or exceeds these laws and regulations at all times. Award will be based upon lowest responsive, responsible bid.

In an effort to encourage more competition, staff has notified tire manufacturers about this pending procurement for the lease and maintenance of these tires.

Summary

The existing contract for lease and full service of bus tires with Bridgestone/Firestone North American Tire, LLC., will expire on April 30, 2010. Staff requests Board approval to issue IFB 9-0766 for the lease and full service of bus tires necessary to maintain ongoing bus operations.

Attachment

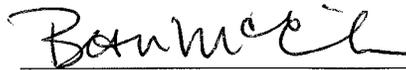
A. Invitation for Bids (IFB) 9-0766 Lease and Full Service of Bus Tires

Prepared by:



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Management
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Approved by:



Beth McCormick
General Manager, Transit
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Virginia Abadessa
Director, Contracts Administration and
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ATTACHMENT A

**THE INVITATION FOR BIDS (IFB) 9-0766 FOR THE LEASE AND FULL SERVICE OF
BUS TIRES IS AVAILABLE ON THE OCTA WEBSITE (www.OCTA.net)
AND AVAILABLE UPON REQUEST FROM THE CLERK OF THE BOARD'S OFFICE**



BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: Wendy Knowles, Clerk of the Board ^{WK}
Subject: Replacement of Bus Rapid Transit Transportation Control Measure

Transit Committee Meeting of November 12, 2009

Present: Directors Brown, Dalton, Dixon, Green, Nguyen, Pulido, and Winterbottom
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Direct staff to work with the Southern California Association of Governments to remove bus rapid transit service on Harbor Boulevard, Westminster Boulevard/17th Street, and the 28-mile line from the Regional Transportation Improvement Program.
- B. Direct staff to include the three bus rapid transit lines in the upcoming 2010 Long-Range Transportation Plan, and return with phasing recommendations as part of that plan.
- C. Direct staff to work with the Southern California Association of Governments to add traffic signal synchronization on Harbor Boulevard, Westminster Boulevard, and Bristol Street/State College Boulevard Signal Synchronization as substitute Transportation Control Measure projects.
- D. Direct staff to return with an implementation plan for the traffic signal synchronization projects by February 2010.
- E. Authorize staff to amend the Regional Transportation Improvement Program.



November 12, 2009

To: Transit Committee

From: Will Kempton, Chief Executive Officer

Subject: Replacement of Bus Rapid Transit Transportation Control Measure

Overview

The Orange County Transportation Authority previously committed funding to implement bus rapid transit on three corridors starting in June 2010. Due to the current restructuring of the bus system and financial pressures, the implementation of this service is recommended for deferral to a future point in time. A set of replacement projects is submitted for Board of Directors' approval in order to meet federal air quality mandates.

Recommendations

- A. Direct staff to work with the Southern California Association of Governments to remove bus rapid transit service on Harbor Boulevard, Westminster Boulevard/17th Street, and the 28-mile line from the Regional Transportation Improvement Program.
- B. Direct staff to include the three bus rapid transit lines in the upcoming 2010 Long-Range Transportation Plan, and return with phasing recommendations as part of that plan.
- C. Direct staff to work with the Southern California Association of Governments to add traffic signal synchronization on Harbor Boulevard, Westminster Boulevard, and Bristol Street/State College Boulevard Signal Synchronization as substitute Transportation Control Measure projects.
- D. Direct staff to return with an implementation plan for the traffic signal synchronization projects by February 2010.
- E. Authorize staff to amend the Regional Transportation Improvement Program.

Background

Transportation Control Measures (TCMs) are specific transportation projects and programs committed to help improve air quality. TCMs are required by the federal Clean Air Act (CAA) in areas that must meet specific air quality standards. The South Coast Air Basin including Orange County is one of those areas. In the Southern California Association of Government (SCAG) region, TCMs are considered committed when funds have been programmed for implementation in an approved SCAG Regional Transportation Improvement Program (RTIP). When a committed TCM cannot be delivered or will be significantly delayed, the substitution of the TCM follows a process specified in the federal CAA §176(c). In that event, the implementing agency and SCAG work together to overcome the delay or identify a substitute project with similar air quality benefits serving the same geographic area (among other criteria discussed below).

The Orange County Transportation Authority (OCTA) currently has three TCMs in the RTIP that are difficult to implement given current economic conditions and recent state actions related to the diversion of State Transit Assistance funds. The three projects are bus rapid transit (BRT) services on Harbor Boulevard, Westminster Avenue/17th Street, and the "28-mile" route that will travel between north, central, and south Orange County on various streets. Gross operating costs are estimated at \$12 million annually. The first line, Harbor Boulevard, is scheduled to start in June 2010, and all three lines must be in service by June 2011 based on committed RTIP implementation dates.

Discussion

OCTA staff is recommending deferral of the three BRT lines until transit funding is stabilized. For air quality conformity purposes, OCTA is proposing three replacement projects for the BRT service on Harbor Boulevard, Westminster Avenue/17th Street, and the 28-mile line. Project descriptions and air quality modeling results are discussed below.

SCAG, in implementing the federal CAA, requires that TCM replacement projects meet the substitution criteria spelled out in the Air Quality Management Plan, prepared and adopted by the South Coast Air Quality Management District (AQMD). The criteria require substitute TCM projects to

provide an equivalent emissions reduction, serve a similar geographic area, have a similar implementation schedule, and include a demonstrated financial commitment to complete the project on time. The criteria offer limited discretion given that the first replacement project must be in place by June 2010.

As a result, OCTA staff is recommending that the three replacement projects focus on signal synchronization on major portions of the BRT corridors. The proposed replacement projects are listed below.

- Harbor Boulevard Signal Synchronization
(Chapman Avenue to Newport Boulevard)
- Westminster Boulevard Signal Synchronization
(Seal Beach Boulevard to the Costa Mesa Freeway {State Route 55})
- Bristol Street/State College Boulevard Signal Synchronization
(Imperial Highway {Highway 90} to Sunflower Avenue)

Staff believes these projects can be implemented on the same schedule as the BRT service and will have equivalent air quality benefits to the region. Current Federal Transportation Administration, Section 5309 funds planned for BRT can be used for traffic signal synchronization. Staff recommends that the Board of Directors (Board) direct staff to return by February 2010, with an implementation plan for traffic signal synchronization on these corridors. The implementation plan will define the scope, cost, funding, and schedule for each project consistent with the committed BRT schedule included in the RTIP.

Staff also recommends that the Board consider including the three deferred BRT lines in the upcoming 2010 Long-Range Transportation Plan (LRTP). Development of the LRTP is starting now and early direction from the Board on how to treat BRT in the plan would prove beneficial. As part of the LRTP, phasing recommendations will also be developed and BRT would be included in the phasing plan. A status report on the LRTP will be provided to the Board in early 2010.

Air Quality Analysis

The air quality forecasts with the three BRT TCMs were compared with those of the proposed projects above using a stepwise method built on SCAG's emissions methodology, the Orange County Transportation Analysis Model, and the California Air Resources Board Emission FACTors (EMFAC) model. EMFAC is used throughout California to calculate emission rates from

motor vehicles, such as passenger cars and heavy-duty trucks, operating on freeways and local roads. The results of this process provide a summary of emissions reductions for reactive organic gases (ROG), nitrogen oxides (NOx), carbon monoxide (CO), and particulate matter with a diameter measuring 10 micrometers or less (PM-10). Outputs, provided below, are measured in daily metric tons. OCTA compared the results to all the projects in the approved RTIP (with BRT and without BRT and including the replacement projects) using 2035 demographics.

2035 Comparison of BRT TCM and
Traffic Signal Synchronization Replacement TCM
(in daily U.S. tons)

	BRT TCM	Traffic Signal Synchronization Replacement TCM
ROG	15.35	15.35
CO	109.57	109.53
NOx	20.16	20.15
PM-10	4.48	4.48

The results indicate that the proposed replacement projects will have equivalent air quality benefit in Orange County and the region.

Next Steps

With Board approval, staff will start the TCM replacement process with SCAG. This process includes obtaining formal approval of SCAG's Transportation Conformity Working Group and related committees in early 2010. This process also includes concurrence with the federal Environmental Protection Agency to rescind the BRT TCM with the new program of replacement projects that provide equivalent air quality benefits.

Summary

A replacement program of TCM projects is recommended for Board approval in order to meet federal air quality mandates. The replacement program offers equivalent emissions reduction, serves a similar geographic area, and meets other criteria required by SCAG and AQMD. With Board approval, staff will start working with SCAG on the TCM replacement process. Staff will also

return with an implementation plan defining the scope, cost, funding, and schedule for the replacement program by February 2010.

Attachment

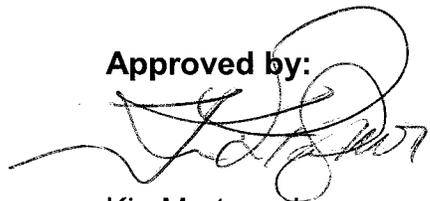
None.

Prepared by:



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Approved by:



Kia Mortazavi
Executive Director, Development
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BOARD COMMITTEE TRANSMITTAL

November 23, 2009

To: Members of the Board of Directors
From: ^{WK} Wendy Knowles, Clerk of the Board
Subject: Combined Transportation Funding Program Project Delivery and Close Out

Highways Committee Meeting of November 16, 2009

Present: Directors Amante, Cavecche, Dixon, Glaab, Green, Mansoor, Norby, and Pringle
Absent: None

Committee Vote

This item was passed by all Committee Members present.

Committee Recommendations

- A. Authorize staff to implement a change to the Combined Transportation Funding Program delay request policy to allow no further delay requests, effective with the March 2010 semi-annual review.
- B. Direct staff to include Measure M Combined Transportation Funding Program project cancellation cost savings in the Renewed Measure M call for projects and return with specific guidelines to implement these changes if approved.



November 16, 2009

To: Highways Committee
From:  Will Kempton, Chief Executive Officer
Subject: Combined Transportation Funding Program Project Delivery and Close Out

Overview

In response to the Measure M Combined Transportation Funding Program project delay issues, staff has prepared options for ensuring close out of the program as the sunset of Measure M approaches in 2011. Recommendations are presented for Board of Directors' review and input.

Recommendations

- A. Authorize staff to implement a change to the Combined Transportation Funding Program delay request policy to allow no further delay requests, effective with the March 2010 semi-annual review.
- B. Direct staff to include Measure M Combined Transportation Funding Program project cancellation cost savings in the Renewed Measure M call for projects and return with specific guidelines to implement these changes if approved.

Background

The Combined Transportation Funding Program (CTFP) provides local agencies with a common set of guidelines for the Measure M (M1) streets and roads components. The program has successfully delivered hundreds of projects across Orange County; however, 91 percent of the program time has elapsed, but only 81 percent of the total project allocations have been completed or obligated to date. This imbalance is the result of project time extensions requested by local agencies. These requests have been made per the current "delay request" policy (Attachment A). The current guidelines for the CTFP, approved by the Board of Directors (Board) in 2007, require that all programmed funds be obligated (under contract) by the local agencies when M1 sunsets in March 2011.

Agencies may request project delays through the Orange County Transportation Authority's (OCTA) semi-annual review (SAR) process. These funds remain programmed to the delayed projects and the programmed year shifts to correspond to the new obligation year requested by the local agency. The table below summarizes the dollar amount of the delay requests for the last three fiscal years (FY).

CTFP Project Delays (x \$1,000)

FY	Amount
2007	\$ 30,661
2008	\$ 66,364
2009	\$ 23,521

Multiple factors are typically involved in project delays and these may include right-of-way acquisition problems, utility relocation issues, construction phasing with an adjacent project, as well as funding shortfalls. OCTA is not in a position to determine which specific local agencies will request further project delays (in this case, moving a project from FY 2009-10 to FY 2010-11). Currently, there is approximately \$104 million in project allocations planned for FY 2009-10, with another approximately \$30 million planned for FY 2010-11. The September 2009 SAR is currently being completed; followed by another review process scheduled for March 2010. March 2010 is the last SAR in which local agencies can request a delay from FY 2009-10 to FY 2010-11. Projects programmed in FY 2010-11 must be obligated by March 2011 based on the Board-approved policy.

Discussion

Staff has explored a variety of specific options with the OCTA Technical Advisory Committee (TAC) to address project delivery issues. Since the factors leading to delays primarily deal with either funding or schedule issues, staff explored various solutions to deal with these issues. As the various options were vetted through the TAC, the focus became primarily the addressing of the funding shortfalls that have delayed projects. At the September 21, 2009, Highways Committee (Committee) meeting, staff discussed an option that would permit local agencies to cancel a CTFP project and move the M1 and local matching funds to another approved CTFP project.

At the Committee's direction, this was discussed with the TAC on September 23, 2009. Staff requested a complete listing of all projects that could make use of the "cancel-and-transfer" concept. Staff also asked TAC

members if any projects could make use of a one-year extension past the March 2011 obligation deadline.

For the cancel-and-transfer concept, only four agencies indicated an interest in nominating projects for this option. The specific agencies and projects involved are presented in Attachment B. For the one-year extension concept, no agencies indicated an interest in pursuing this option. The majority of responses from the local agencies indicated that projects would continue to be delivered as planned. Based on this, it is apparent that the changes originally proposed to the program, the one-year extension, and the cancel-and-transfer concept are not necessary. Therefore, staff is recommending no change to the current CTFP guidelines; however, staff is recommending a change to the current delay policy.

The change currently being recommended for Board approval is to accept no further delay requests effective with the March 2010 SAR. This action would prevent any additional projects from being moved from FY 2009-10 to the final programming year of FY 2010-11. The change to the delay policy is likely to result in some project cancellations when the March 2010 SAR occurs. The amount of these cancellations cannot currently be estimated; however, these funds could still be programmed in FY 2010-11 as part of the first Renewed Measure M (M2) call for projects. Limitations could be placed on these funds to ensure that they are obligated by March 31, 2011. Staff is seeking direction on this approach. If endorsed, staff will return to the Board with specific guidelines to implement this change.

Staff will continue to monitor the project delivery trend of the CTFP. Regular updates are now being brought forward as part of the Measure M Quarterly Report. As FY 2009-10 draws to a close, staff will perform a detailed analysis of the program and bring an updated status of the current CTFP to the Board for consideration.

Summary

Staff is seeking approval on a change to the CTFP delay policy to allow no further delay requests effective with the March 2010 SAR. This action could result in additional programming capacity being made available through project cancellations. Staff is seeking direction on the inclusion of this potential funding in the M2 call for projects.

Attachments

- A. Delay Policy
- B. Option One - Self-Directed Reallocation Project Transfer Details

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Approved by:



Kia Mortazavi
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Delay Policy

Time Extensions

Time extensions may be granted for special circumstances that are beyond the control of the implementing agency. A formal request for a time extension should be presented to the Orange County Transportation Authority (OCTA) at the earliest possible moment or at a semi-annual review but no later than June 30 of the fiscal year in which the project is programmed.

The cities/County may request a one-time delay of up to 24 months. Jurisdictions will be required to justify this request and seek approval of the OCTA staff, the Technical Steering Committee (TSC), and the Technical Advisory Committee (TAC) as part of the semi-annual review process. A second delay request may only be awarded by obtaining the council-approved, revised Capital Improvement Program that indicates the project revised program year. The second delay request requires review by staff, the TSC, and TAC approval.

Any further delay beyond the second delay request would require a direct request for approval from the OCTA Board of Directors (Board). This request will be reviewed by staff and presented to the TAC for recommendation. The OCTA Board will have the final approval of the request.

Again, local agencies are reminded that Measure M funds must be encumbered by March, 31, 2011.

Option One - Self-Directed Reallocation Project Transfer Details

Agency	Projects	Allocation Amount	Description
Brea	<i>To Be Cancelled</i>		The final phases of the Imperial Highway (State Route 90) Smart Street Project in the City of Brea are currently experiencing an estimated \$505,000 shortfall in the construction phase. City proposes to cancel the Rose Drive widening project and transfer these funds to the Imperial Highway (State Route 90) Smart Street Project.
	03-BREA-GMA-1029 - Rose Drive Widening (<i>preliminary engineering</i>)	\$ 30,000	
	08-BREA-GMA-3053 - Rose Drive Widening (<i>design</i>)	\$ 300,000	
		\$ 330,000	
	<i>Receiving Transfer</i>		
	08-BREA-MPAH-3076 - Imperial Highway (State Route 90) Smart Street, Orange Freeway (State Route 57) to Rose Drive (<i>construction</i>)	\$ 200,000	
Garden Grove	<i>To Be Cancelled</i>		The Brookhurst Street corridor in the City of Garden Grove will be included in the countywide traffic signal synchronization effort. The Traffic Management Center Upgrade Project is currently being developed. The city feels this project would benefit from the additional funds from an allocation that would partially be a duplicative effort. The city proposes to cancel the Brookhurst Street/Magnolia Avenue/ Garden Grove Boulevard Traffic Signal Coordination Project and transfer the funds to the Traffic Management Center Upgrade Project.
	08-GGRV-SIP-2870 - Brookhurst Street/Magnolia Avenue/Garden Grove Boulevard Traffic Signal Coordination (<i>design</i>)	\$ 100,000	
	<i>Receiving Transfer</i>		
	08-GGRV-GMA-2873 - Traffic Management Center Upgrade (<i>construction</i>)	\$ 170,000*	
La Palma	<i>To Be Cancelled</i>		Complications with the Walker Street/Marquardt Avenue bridge make its delivery before the program sunset impossible. The La Palma Avenue/Del Amo Boulevard bridge project is proceeding as planned and the preliminary estimates indicate there could be a shortfall. The city proposes to cancel the Walker Street/Marquardt Avenue bridge and transfer the funds to the La Palma Avenue/Del Amo Boulevard bridge project.
	03-LPMA-MPH-1148 - Walker Street/Marquardt Avenue Bridge over Coyote Creek (<i>engineering</i>)	\$ 89,285	
	03-LPMA-MPH-1148 - Walker Street/Marquardt Avenue Bridge over Coyote Creek (<i>construction</i>)	\$ 469,486	
		\$ 558,771	
	<i>Receiving Transfer</i>		
	03-LPMA-MPH-1149 - La Palma Avenue/Del Amo Boulevard Bridge over Coyote Creek (<i>engineering</i>)	\$ 131,350*	
	03-LPMA-MPH-1149 - La Palma Avenue/Del Amo Boulevard Bridge over Coyote Creek (<i>construction</i>)	\$ 667,959	
		\$ 799,309	
Santa Ana	<i>To Be Cancelled</i>		The Traffic Signal System Upgrade Project is experiencing significant funding shortfalls. Currently, the City of Santa Ana has allocations for eight phases of signal upgrades around the city. The city proposes to cancel Phases I and VIII and evenly distribute the allocations amongst the other six phases of the construction effort.
	05-SNTA-SIP-2641 - Traffic Signal System Upgrade Phase I (<i>engineering</i>)	\$ 12,000	
	05-SNTA-SIP-2641 - Traffic Signal System Upgrade Phase I (<i>construction</i>)	\$ 238,000	
	05-SNTA-SIP-2649 - Traffic Signal System Upgrade Phase VIII (<i>engineering</i>)	\$ 12,000	
	05-SNTA-SIP-2641 - Traffic Signal System Upgrade Phase VIII (<i>construction</i>)	\$ 238,000	
		\$ 500,000	
	<i>Receiving Transfer</i>		
	05-SNTA-SIP-2642 - Traffic Signal System Upgrade Phase II (<i>construction</i>)	\$ 238,000*	
	05-SNTA-SIP-2643 - Traffic Signal System Upgrade Phase III (<i>construction</i>)	\$ 238,000*	
	05-SNTA-SIP-2644 - Traffic Signal System Upgrade Phase IV (<i>construction</i>)	\$ 238,000*	
	05-SNTA-SIP-2646 - Traffic Signal System Upgrade Phase V (<i>construction</i>)	\$ 238,000*	
	05-SNTA-SIP-2647 - Traffic Signal System Upgrade Phase VI (<i>construction</i>)	\$ 238,000*	
	05-SNTA-SIP-2648 - Traffic Signal System Upgrade Phase VII (<i>construction</i>)	\$ 238,000	
		\$ 1,428,000	

*Indicates the amount of the original allocation



November 23, 2009

To: Members of the Board of Directors

From: Will Kempton, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Construction Management Services for the Orange Freeway (State Route 57) Northbound Widening Project

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain construction management consultants for the Orange Freeway (State Route 57) Northbound Widening Project.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-0592 for selection of consultant services.
- B. Approve the release of Request for Proposals 9-0592 for construction management services for the Orange Freeway (State Route 57) Northbound Widening Project.

Discussion

The Orange Freeway (State Route 57) Northbound Widening Project will provide increased capacity by adding one additional mixed-flow lane and auxiliary lanes at various locations on northbound State Route 57 from Orangethorpe Avenue to Lambert Road. The construction of these improvements will be in accordance with the California Department of Transportation (Caltrans) and all other applicable standards.

The project is being developed as two separate construction segments due to the large size of the overall project and to enhance construction industry bidding and competition. The two northbound State Route 57 widening project segments are as follows:

Approval to Release Request for Proposals for Construction Management Services for the Orange Freeway (State Route 57) Northbound Widening Project

Page 2

- Orangethorpe Avenue to Yorba Linda Boulevard
(Post Mile 16.4 to Post Mile 18.8)
- Yorba Linda Boulevard to Lambert Road
(Post Mile 18.8 to Post Mile 21.1)

At this time, the pre-final design submittal is complete for each project segment and design firms are working towards the final design submittal. The projects are expected to start construction in June 2010. The advertisement for construction for the two projects and management of the construction contract will be done by Caltrans. In addition, the Orange County Transportation Authority (OCTA) is providing support to complement Caltrans staffing in the area of construction management services.

Procurement Approach

OCTA's procurement procedures and policies require that the Board of Directors (Board) approve all request for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the RFP and the evaluation criteria and weights which will be used to evaluate proposals received in response to the RFP.

It is the intent of OCTA to award two contracts for construction management services, one contract for each of the two project segments. The following evaluation criteria and weights will be used to evaluate the construction management services proposals received:

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 40 percent
- Work Plan 35 percent

The evaluation criteria are consistent with weightings developed for similar architectural and engineering procurements. In developing the criteria weights, several factors were considered. Staff is proposing giving the greatest importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are critical to the successful performance of the project. Likewise, staff is assigning a high level of importance to the work plan, as the technical approach and understanding of the project is critical to developing realistic schedules and work approaches. As this is an architectural and engineering procurement, price is not an evaluation criteria pursuant to state and federal law.

Approval to Release Request for Proposals for Construction Management Services for the Orange Freeway (State Route 57) Northbound Widening Project

Page 3

The RFP will be released upon Board approval of these recommendations.

Fiscal Impact

Funding for both contracts is included in OCTA's Fiscal Year 2009-10 Budget, Development Division, accounts 0017-9085-FG103-HGU and 0017-9085-FG102-HGU.

Summary

Board approval is requested to release an RFP for professional services to provide construction management services for the State Route 57 Northbound Widening Project.

Attachment

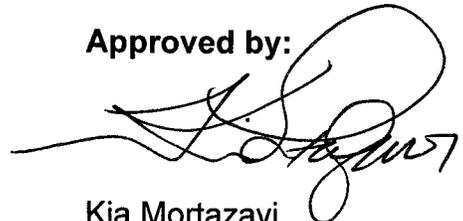
- A. Draft Request for Proposals (RFP) 9-0592, Construction Management Support Services for the Orange Freeway (State Route 57) Northbound Widening Project

Prepared by:

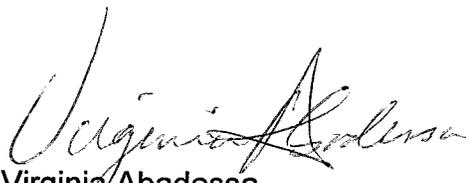


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Project Manager, Development
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Approved by:



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



Virginia Abadessa
Director, Contracts Administration &
Materials Management
(714) 560-5623

REQUEST FOR PROPOSALS (RFP) 9-0592 FOR

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE
ORANGE FREEWAY (STATE ROUTE 57) NORTHBOUND WIDENING PROJECT**

IS AVAILABLE ON THE OCTA WEBSITE (www.OCTA.net)

AND AVAILABLE UPON REQUEST

FROM THE CLERK OF THE BOARD'S OFFICE