

**Date:** **Monday, February 26, 2007**

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

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



## BOARD AGENDA

Orange County Transportation Authority Board Meeting  
OCTA Headquarters  
First Floor - Room 154, 600 South Main Street  
Orange, California  
***Monday, February 26, 2007, at 9:00 a.m.***

*ACTIONS*

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

### **Invocation**

Vice Chair Norby

### **Pledge of Allegiance**

Director Dixon

### **Agenda Descriptions**

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

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

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



## BOARD AGENDA

### ACTIONS

### Special Matters

1. **First Quarter Review of Chief Executive Officer Goals for 2007**
2. **Presentation of Resolutions of Appreciation for Employees of the Month for February 2007**

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-07, 2007-08, and 2007-09 to Gloria Novotny, Coach Operator; Israel Lopez, Maintenance; and Connie Raya, Administration, as Employees of the Month for February 2007.

### Consent Calendar (Items 3 through 18)

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

3. **Approval of Minutes**

Of the Orange County Transportation Authority and affiliated agencies' regular meeting of February 12, 2007.

4. **Approval of Board Member Travel Requests**

Approval of requests by Board Members Patricia Bates, Peter Buffa, and Paul Glaab for travel March 25-29, 2007, to attend the 2007 Orange County Business Council Trip to Washington, D.C.

5. **Approval of Resolutions of Appreciation for Employees of the Month for February 2007**

Adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-07, 2007-08, and 2007-09 to Gloria Novotny, Coach Operator; Israel Lopez, Maintenance; and Connie Raya, Administration, as Employees of the Month for February 2007.



## BOARD AGENDA

### ACTIONS

#### 6. State Legislative Status Report

Wendy Villa/P. Sue Zuhlke

##### *Overview*

To date, over 500 Assembly and Senate bills have been introduced in Sacramento. The last day for bill introduction in this legislative session is February 23, 2007.

##### *Recommendation*

Receive and file as an information item.

#### 7. Federal Legislative Status Report

Richard J. Bacigalupo

##### *Overview*

The Federal Legislative Status Report provides information on the progress of the federal fiscal year 2007 appropriations process, summarizes recent strategic directives to staff from the Chairman and Committee members and provides an update on the upcoming Section 1909 hearing.

##### *Committee Recommendation*

The Committee recommended taking to the Board a prioritization of fiscal year 2008 appropriations requests for Senator Feinstein's office. This prioritization is discussed and recommendation made as Item 19 in this agenda.

#### 8. Comments on 2007 Air Quality Management Plan

Michael Litschi/Paul C. Taylor

##### *Overview*

The South Coast Air Quality Management District has released its Draft 2007 Air Quality Management Plan. Staff has reviewed the plan and prepared a set of initial comments. With Board of Directors approval, staff will submit a formal list of comments to the South Coast Air Quality Management District.





## BOARD AGENDA

### ACTIONS

#### 8. (Continued)

##### *Recommendation*

Direct staff to submit comments to the South Coast Air Quality Management District regarding the Draft 2007 Air Quality Management Plan.

#### 9. **Cooperative Agreements with Cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin for the Go Local Program**

Jeanne Spinner LaMar/Paul C. Taylor

##### *Overview*

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin to establish roles and responsibilities and define proposed project concepts for Go Local step one.

##### *Recommendations*

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0050 between the Orange County Transportation Authority and the City of Buena Park, in an amount not to exceed \$100,000, to conduct a transit feeder needs assessment for the Buena Park Metrolink Station.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0821 between the Orange County Transportation Authority and the City of Dana Point, in an amount not to exceed \$100,000, to assess transit connections for residents, visitors, and employees between Dana Point and the San Juan Capistrano and San Clemente train stations.



## BOARD AGENDA

### ACTIONS

#### 9. (Continued)

- C. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0782 between the Orange County Transportation Authority and the City of Garden Grove, in an amount not to exceed \$100,000, to assess opportunities for a north/south transit connection to the Anaheim Regional Transportation Intermodal Center.
- D. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0801 between the Orange County Transportation Authority and the City of Huntington Beach, in an amount not to exceed \$100,000, to analyze new alternatives for regional connections to the Anaheim Regional Transportation Intermodal Center.
- E. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0723 between the Orange County Transportation Authority and the City of Irvine, in an amount not to exceed \$100,000, to initiate a shuttle system in the Irvine Business Center and integrate findings regarding feeder transit services from several City of Irvine studies into one report.
- F. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0754 between the Orange County Transportation Authority and the City of Laguna Niguel, in an amount not to exceed \$100,000, for studies to assure adequate vehicular, pedestrian, and bicycle access to the expanded Laguna Niguel train station.
- G. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0807 between the Orange County Transportation Authority and the City of Mission Viejo, in an amount not to exceed \$100,000, to apply the results of the Orange County Transportation Authority's South County Transit Study to assess a local circulation network tied to Metrolink.
- H. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0806 between the Orange County Transportation Authority and the City of Rancho Santa Margarita, in an amount not to exceed \$100,000, to identify and study potential transportation alternatives for service to the Irvine Metrolink Station.



## BOARD AGENDA

### ACTIONS

#### 9. (Continued)

- I. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0815 between the Orange County Transportation Authority and the City of San Juan Capistrano, in an amount not to exceed \$100,000, to assess ways to provide an easy-access link from the City of San Juan Capistrano's station to destinations within their tri-city area.
- J. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0692 between the Orange County Transportation Authority and the City of Santa Ana, in an amount not to exceed \$100,000, for the study of four transit feeder service alignments to connect to the Santa Ana Regional Transportation Center train station.
- K. Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0033 between the Orange County Transportation Authority and the City of Stanton, in an amount not to exceed \$100,000, to participate in a multi-city study of alternative connections to Metrolink with a focused study on how improve pedestrian facilities and local transit access to the City of Stanton's economic development area.
- L. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0799 between the Orange County Transportation Authority and the City of Tustin in an amount not to exceed \$100,000, to improve multi-modal access to the city's Metrolink station.

#### 10. Customer Relations Report for Second Quarter Fiscal Year 2006-07

Adam Raley/Ellen S. Burton

##### **Overview**

The Customer Relations Report is submitted to the Orange County Transportation Authority Board of Directors on a quarterly basis. The report provides an overview of customer communications received during the quarter. Customer Relations administers the Customer Information Center contract and an update of the contract status is provided.



## BOARD AGENDA

### ACTIONS

#### 10. (Continued)

##### ***Recommendation***

Receive information for discussion and possible action as deemed appropriate by the Board.

#### 11. **Measure M Oversight Committee Recruitment**

Alice T. Rogan/Ellen S. Burton

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

The Renewed Measure M Ordinance No. 3 calls for the transformation of the Citizens Oversight Committee into the Taxpayers Oversight Committee. The committee make-up essentially will remain the same except for the addition of two members to ensure equal representation of all supervisorial districts at all times. The annual recruitment process for the Measure M Citizens Oversight Committee typically takes place from April to June.

##### ***Recommendation***

Receive and file as an information item.

#### 12. **Renewed Measure M Election Costs**

Kenneth Phipps/James S. Kenan

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

On November 7, 2006, the citizens of the County of Orange passed the renewal of Measure M by a majority vote of 69.7 percent. The Orange County Registrar of Voters incurred costs for printing the sample ballot. Under Section 180203 of the Public Utilities Code, the Orange County Transportation Authority is to reimburse the County of Orange for its cost in conducting the election.



## BOARD AGENDA

### ACTIONS

#### 12. (Continued)

##### *Recommendations*

- A. Authorize the Chief Executive Officer to make payment to the County of Orange, in the amount of \$883,707.04, for the cost of printing Measure M in the November 7, 2006, general election sample ballot.
- B. Borrow funds from the Orange County Unified Transportation Trust to be repaid with interest soon after the collection of Renewed Measure M sales tax revenues commences in April 2011.

#### 13. Fiscal Year 2006-07 Mid-Year Budget Amendment

Rene I. Vega/James S. Kenan

##### *Overview*

Staff proposes a budget amendment to update the Orange County Transportation Authority's Fiscal Year 2006-07 Budget. The mid-year budget amendment provides a net increase to the budget of \$15,381,707 bringing the total amended budget to \$1,042,059,309. This amendment reflects changes in expenditure plans, scope of works, payment for election efforts, and the addition of one staff position. Conversely this amendment also includes the reduction of several State Transportation Improvement Program projects due to the deferral of funding.

##### *Recommendations*

- A. Amend the Orange County Transportation Authority's expenditure budget (Account 0001-7831-A4456-EBA) by \$3,600,000 to accommodate the revised expenditure plan for the Bristol Street Widening Project.
- B. Amend the Orange County Transportation Authority's expenditure budget (Account 0017-7629-M0001-F17) and authorize the payment of \$883,704 to the Orange County Registrar of Voters for expenses incurred related to the November 7, 2006, ballot measure to extend Measure M.



## BOARD AGENDA

### ACTIONS

#### 13. (Continued)

- C. Amend the Orange County Transportation Authority's expenditure budget (Account 1722-9011-G0028-L44) by \$803,003 to cover contract change orders related to the Santa Ana Bus Base.
- D. Amend the Orange County Transportation Authority's expenditure (Account 2928-9028-IX002-DD1) budget by \$450,000 to augment funding related to replacing equipment and software for the Orange County Transportation Authority's fixed route radio system.
- E. Amend the Orange County Transportation Authority's staffing plan from 1,947 full-time equivalents to 1,948 full-time equivalents to accommodate the addition of one new hire request to support the high demands for coach operator recruitments. Amend the salaries and benefits budget by \$30,000, to fund this position for the balance of the fiscal year.
- F. Reduce the Orange County Transportation Authority's expenditure budget by \$5,385,000 by deferring three State Transportation Improvement Program projects, Chokepoint Santa Ana Freeway at Camino Capistrano Design, (Account 0051-7519-A9225-DYB), Avenida Vaquero Soundwall Design (Account 0051-7519-A9215-DYQ), El Camino Real Soundwall Design (Account 0051-7519-A9220-DYR) and removing one federally-funded project, the Irvine-Corona Expressway Feasibility Studies (Account 1536-7519-A1012-BXK), since the funds will be received by another agency.
- G. Amend the Orange County Transportation Authority's expenditure budget (Account 0010-7831-A0001-DSM) by \$15,000,000, as a result of the Orange County Transportation Authority's staff efforts in assisting cities in finalizing previously completed projects and releasing final payments.



## BOARD AGENDA

### ACTIONS

#### 14. Insurance Coverage Procurement Process

Al Gorski/James S. Kenan

##### **Overview**

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 of Directors for review and approval of this process.

##### **Committee Recommendations**

- A. Direct staff to implement the five point insurance procurement process as directed by the Finance and Administration Committee on November 8, 2006.
- B. Establish an insurance ad hoc committee, which would be available to meet on an as-needed basis.

### Orange County Local Transportation Authority Consent Calendar Matters

#### 15. Euclid Street Traffic Signal Synchronization Goals

Anup Kulkarni/Paul C. Taylor

##### **Overview**

The Orange County Transportation Authority has been working with local agencies on the Euclid Street Traffic Signal Synchronization Demonstration Project. This report provides an overview of the synchronization goals for the project developed from collected traffic data and local agency discussion.

##### **Recommendation**

Receive and file as an information item.



## BOARD AGENDA

### ACTIONS

**16. Cooperative Agreement with the California Department of Transportation for Pavement Rehabilitation at the Garden Grove Boulevard and Goldenwest Street Intersection**

T. Rick Grebner/Paul C. Taylor

#### **Overview**

The Orange County Transportation Authority is currently constructing improvements to the Garden Grove Freeway (State Route 22) from the Costa Mesa Freeway (State Route 55) west to Valley View Street. The California Department of Transportation is requesting incorporation of pavement rehabilitation work at the Garden Grove Boulevard and Goldenwest Street intersection, in the City of Westminster, into the existing Garden Grove Freeway (State Route 22) widening project.

#### **Recommendations**

- A. Authorize the Chief Executive Officer to negotiate and execute a cooperative agreement with the California Department of Transportation for incorporation of pavement rehabilitation work at the intersection of Garden Grove Boulevard and Goldenwest Street, in the City of Westminster, into the existing Garden Grove Freeway (State Route 22) widening project.
- B. Amend the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, Revenue Account 0010-6061-F7100 by \$400,000.

**17. Consultant Selection for Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project**

Anup Kulkarni/Paul C. Taylor

#### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board of Directors approved funding for consultant services to conduct the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project. Offers were received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.





## **BOARD AGENDA**

### *ACTIONS*

#### **17. (Continued)**

##### ***Recommendation***

Authorize the Chief Executive Officer to execute Agreement C-6-0889 between the Orange County Transportation Authority and the top-ranked firm, RBF Consulting, in an amount not to exceed \$248,272, for consultant services to conduct the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project.

### **Orange County Transit District Consent Calendar Matters**

#### **18. Amendment to Agreement for Heating, Ventilation and Air Conditioning Repairs**

Al Pierce/John D. Byrd

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

On April 24, 2006, the Board of Directors approved an agreement with ACM Systems, Inc., to provide heating, ventilation, and air conditioning repairs and maintenance services for facility maintenance for a one-year period with four option years.

##### ***Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-3001 between the Orange County Transportation Authority and ACM Systems, Inc., in an amount not to exceed \$200,000, to exercise the first option year.



## BOARD AGENDA

ACTIONS

### Regular Calendar

#### Orange County Transportation Authority Regular Calendar Matters

19. **Federal Fiscal Year 2008 Appropriation Request for Senator Feinstein**  
Richard J. Bacigalupo

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

At the February 15 meeting of the Legislative and Government Affairs/ Public Communications Committee, the Committee recommended taking to the Board a prioritization of federal fiscal year 2008 appropriations requests for Senator Feinstein's office.

##### ***Recommendations***

- A. Establish the Riverside Freeway (State Route 91) Congestion Relief Projects at an increased amount of \$7.04 million and the San Diego (Interstate 405) Widening and Improvements at an increased amount of \$10 million as the top two fiscal year 2008 appropriation priorities for the Orange County Transportation Authority with Senator Feinstein's office.
- B. Support and work with the Cities of Anaheim, Santa Ana, and Placentia to establish the Anaheim Regional Intermodal Transportation Center, Bristol Street Widening and Orangethorpe Corridor Grade Separations as the top appropriation priorities of these cities with Senator Feinstein's office.
- C. Continue to advocate for all eight Board approved appropriations requests with Senator Feinstein's office.



## BOARD AGENDA

ACTIONS

### Orange County Transit District Regular Calendar Matters

20. **Cooperative Agreements with Senior Mobility Program Participants**  
Dana Wiemiller/John D. Byrd

#### *Overview*

The Orange County Transportation Authority's Senior Mobility Program provides operating assistance for the provision of local senior transportation services for 18 cities and three nonprofit agencies. Contracts with 17 of the participating cities/agencies are scheduled to expire June 30, 2007. New cooperative agreements are required to reestablish roles, responsibilities, and process for the provision of senior transportation services by each program participant.

#### *Recommendation*

Authorize the Chief Executive Officer to execute cooperative agreements between the Orange County Transportation Authority and 17 participating cities/agencies, in an amount not to exceed \$5,966,466, for continued funding and participation in the Senior Mobility Program through fiscal year 2010-11.

### Other Matters

21. **Chief Executive Officer's Report**
22. **Directors' Reports**
23. **Public Comments**

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



## BOARD AGENDA

### ACTIONS

#### 24. Closed Session

- A. Pursuant to Government Code Section 54956.9(a), to discuss the following:
- (i) Marlene Heyser v. OCTA, et al.; OCSC No. 06CC08665
  - (ii) Pamela Mathews Avery, et al. v. OCTA, et al.; OCSC No. 07CC00004
- B. Pursuant to Government Code Section 54956.8 to discuss the purchase of real property located at 550 S. Main Street, Orange, CA 92868, owned by UBS Partners. The OCTA negotiator is James S. Kenan and the negotiator for UBS Partners is Jon W. McClintock.

#### 25. Adjournment

The next regularly scheduled meeting of the OCTA/OCTD/OCLTA/OCSAFE/OCSAAV Board will be held at **9:00 a.m. on March 12, 2007**, at OCTA Headquarters at 600 South Main Street, First Floor - Room 154, Orange, California.



Chief Executive Officer  
2007 Goals

CEO Goal Reference Number	CEO's Goal	Date	Summary	Performance Measurement	Divisional Responsibility	Status
1	State bonds: Obtain funding for OC projects.	First Quarter	<ul style="list-style-type: none"> <li>• Passage of Proposition 1B makes \$19.9 billion available for statewide transportation infrastructure.</li> <li>• Approx \$100 million in STIP funds and \$210 million in Transit capital funds will flow directly to OCTA.</li> <li>• Additional funding will be allocated on a competitive basis for Corridor Mobility, Goods Movement, Transit Security and State and Local Partnerships</li> </ul>	<ul style="list-style-type: none"> <li>• Submission of CMIA projects to CTC by January 16, 2007</li> <li>• Submission of STIP augmentation projects in Spring 2007</li> <li>• Participation and submission of projects for Goods Movement, Transit Security, Transit Capital and State Local Partnership on a schedule TBD.</li> </ul>	Development	
2	Obtain Fair Share of Corridor Mobility Improvement Account (CMIA) Funding from Prop 1B	First Quarter	In cooperation with the Development Division and the Director of Special Projects, develop and implement strategy to receive an equitable share of CMIA funds	California Transportation Commission award of funding for SR-22 and SR-91 projects	Executive Office, Federal Relations	
3	Comprehensive Review of Disadvantaged Enterprise Business (DBE) program	First Quarter	<p>I-405 to I-605 HOV Connectors -- Begin preliminary design:</p> <p>Summary: Preliminary engineering is required to further refine the project scope and quantify the schedule of critical navy RW acquisitions.</p>	Execute design contract	Development	
4	Federal Legislative Goals & Advocacy Team	First Quarter	Conduct a comprehensive review of the DBE program including DBE certification program	Recommendations for conducting an efficient DBE program incorporated during annual budget preparation	Employee & Labor Relations and Civil Rights	Workshop with the Board of directors in early 2007.
5	Bus Rapid Transit	First Quarter	Participate in development of Bus Rapid Transit service	Complete by 2nd quarter of 2007.  Bus rapid transit branding recommendation provided March 2007	Executive Office, Federal Relations  External Affairs	

Chief Executive Officer  
2007 Goals

<u>CEO Goal Reference Number</u>	<u>CEO's Goal</u>	<u>Date</u>	<u>Summary</u>	<u>Performance Measurement</u>	<u>Divisional Responsibility</u>	<u>Status</u>
6	I-405 Project Development Study (PDS)	First Quarter	Initiate public participation for I-405 PDS	Convene I-405 Policy Advisory Committee	External Affairs	
7	Procurement Policy -- OCTA staff will conduct a workshop to review procurement process	First Quarter	The procurement workshop will provide the Board of Directors with a review of the current procurement process. Staff will seek Board direction to finalize any changes to the process.		Finance, Administration and Human Resources	
8	Bus Operations Strategic Plan	First Quarter	Develop a 5-year strategic plan from CBP that Considers fleet, facility and personnel needs		Transit	In Progress
9	Re-initiate Central County Corridor Study	Second Quarter	Present initial results of SR-57 extension discussion with Army Corp of Engineers. Seek policy direction on SR-57 Extension next steps.	Convene Central County MIS Policy Committee to provide direction on upcoming study efforts.	Development	
10	Measure M	Second Quarter	Establish priorities for implementation of renewed Measure M	Adopt five-year project delivery plan	Development	
11	SR-22 (Phase I) Completion - travel lanes open	Second Quarter	SR-55 to Valley View -- Open all lanes west of the Magnolia Street bridge:  The incorporation of the Garden Grove request to reconstruct the Magnolia bridge as part of the SR-22 design- build project delayed opening the HOV and auxiliary lanes west of Magnolia to the end of the project.	Open the HOV and auxiliary lanes west of Magnolia Street	Development	
12	Coach Operator Collective Bargaining Agreement	Second Quarter	Negotiations of the three-year Coach Operator Collective Bargaining Agreement that expires on April 30, 2007	Target for signed CBA on April 30, 2007	Employee & Labor Relations and Civil Rights	

Chief Executive Officer  
2007 Goals

<u>CEO Goal Reference Number</u>	<u>CEO's Goal</u>	<u>Date</u>	<u>Summary</u>	<u>Performance Measurement</u>	<u>Divisional Responsibility</u>	<u>Status</u>
13	Staff will secure Board approval of the 2007 Comprehensive Business Plan (CBP) and use the assumptions from the base year as the starting point for the FY 2007-08 budget.	Second Quarter Apr-07	The Comprehensive Business Plan is a financially constrained twenty-year plan that details service levels for Authority programs and sets the targets for the annual budget.		Finance, Administration and Human Resources	
14	2007-08 Annual Budget and 2007-08 Personnel & Salary Resolution	Second Quarter Jun-07	The 2007-08 Annual Budget balances sources and uses of funds, without an unplanned use of reserves, and is consistent with the CBP and Board-approved goals, policies, and procedures. Compensation policies and procedures adopted for administrative employees.	Staff will secure Board approval for the 2007-08 Annual Budget and 2007-08 Personnel & Salary Resolution in June.	Finance, Administration and Human Resources	
15	Staff will secure Board Audit Standards	Second Quarter	Compensation policies and procedures adopted. Internal Audit will review, evaluate and update the department's standards to ensure compliance with standards promulgated by the industry's professional organizations (AICPA, IIA, GAO, California State Board of Accountancy) and compliance with all state and federal legislation	Updated Internal Audit Policies and Procedures Manual	Internal Audit	
16	Internal Audit Policy	Second Quarter	Prepare and adopt Authority-wide policies and procedures for the conduct of Internal Audits	Updated Internal Audit Policy		
17	Grade Crossing Mitigation Policy funding	Third Quarter	Develop policy for Grade Separation project prioritization and develop project development schedule	Policy development and prioritization by July 1.	Development	



Chief Executive Officer  
2007 Goals

<u>CEO Goal Reference Number</u>	<u>CEO's Goal</u>	<u>Date</u>	<u>Summary</u>	<u>Performance Measurement</u>	<u>Divisional Responsibility</u>	<u>Status</u>
18	Quiet Zone Policy Development	Third Quarter	Development of OCTA policy for funding, (capital and operating), liability and prioritization for implementation of Railroad Quiet Zones in Orange County	Development of policy consistent with Federal Railroad Administration Rules, California Public Utilities Commission, and SCRRRA policy. Ensure integration with current OCTA grade crossing safety improvement program	Development	
19	Signal Synchronization Program - Euclid demo	Third Quarter	Initiate signal synchronization on Euclid Street from La Habra to Fountain Valley.	Submit initial benefits report to RP&H.	Development	
20	2008 STIP Priorities	Third Quarter	Development of 2008 STIP priorities and candidate projects consistent with STIP guidelines, CTC/Caltrans Fund Estimate and 2006 LRTP	Submission of 2008 STIP by Statutory deadline of December 15, 2007	Development	
21	SR-22 (Phase II)	Third Quarter	Construction method chosen:  Upon completion of preliminary engineering, schedule, cost and possible design-build authority will be quantified to allow a Board policy decision on the construction procurement method.	Board policy direction	Development	
22	Internal Audit Annual Plan	Third Quarter	Complete all audits on the 2006-07 Audit Plan excluding several periodically scheduled control reviews (inventory and payroll) which may be folded into the 2007-08 plan as "full scope" audits, and the Veolia audit which will be redesigned for greater efficiency and "continuous compliance" evaluations.	Completion of all 2006-07 audits, except as noted	Internal Audit	
23	Maintenance Collective Bargaining Agreement	Third Quarter	Negotiations of the three-year Maintenance Collective Bargaining Agreement that expires on September 30, 2007	Target for signed CBA on September 30, 2007		

Chief Executive Officer  
2007 Goals

CEO Goal Reference Number	CEO's Goal	Date	Summary	Performance Measurement	Divisional Responsibility	Status
24	Federal Legislative Goals & Advocacy Team	Fourth Quarter	Reprocure OCTAs federal advocacy team to ensure maximum representation in Washington DC.	Rebid in the 3rd quarter. Complete by 4th quarter.	<b>Executive Office, Federal Relations</b>	Workshop with the Board of directors in early 2007.
25	Maximize Annual Federal Appropriations	Fourth Quarter	Work with the Board to maximize annual federal appropriations for OCTA transportation projects.	Goal is to reach a minimum of \$10 million in earmarks for OCTA projects.	<b>Executive Office, Federal Relations</b>	Workshop with the Board of directors in early 2007.
26	Threat & Vulnerability Assessment	Fourth Quarter	This is a system-wide risk-based assessment which will objectively quantify bus, rail and facility assets within the County. This analysis is a critical component in developing budget strategies and competing for Homeland Security grant allocations.	Comprehensive assessment and debriefing with stakeholders. Complete by 4th quarter of 2007.	<b>Executive Office, Security</b>	Initiated December 2006 with effort underway.
27	Costa Mesa Freeway / SR-55 Access Study	Fourth Quarter	Integrate public participation into planning activities	Convene SR-55 Access Study policy advisory group / outline study process	<b>External Affairs</b>	
28	Internal Audit Risk Assessment & Administrative Software	Fourth Quarter	Evaluate and select audit software that will be used for performing annual risk assessment, monitoring audit findings and implementation of recommendations, producing timekeeping and productivity reports, standardizing workpaper templates and reports.	Selection of software and development of implementation plan	<b>Internal Audit</b>	
29	I-5 Gateway Project	Yearlong	Four-year project to widen I-5 freeway through Buena Park to Los Angeles county line - adding lanes, widening bridges, and enhancing freeway aesthetics.	<ul style="list-style-type: none"> <li>• Complete Western Bridge;</li> <li>• Attain 30% completion level</li> </ul>	<b>Development</b>	

Chief Executive Officer  
2007 Goals

CEO Goal Reference Number	CEO's Goal	Date	Summary	Performance Measurement	Divisional Responsibility	Status
30	Metrolink Expansion Program	Yearlong	Progress towards initiation of 30-minute service by end of 2009. Specifically focus on turning and support facilities at Fullerton, Laguna Niguel/Mission Viejo, Irvine	<ul style="list-style-type: none"> <li>Complete Project Definition packages</li> <li>Complete Environmental analysis for Fullerton and Laguna Niguel/Mission Viejo.</li> <li>Initiate right-of-way acquisition,</li> <li>Initiate design phase.</li> </ul>	Development	
31	Consolidating LOSSAN services	Yearlong	Lay groundwork for integration of Amtrak, Metrolink, and Coaster service through Orange County	Initiate short-term actions between Metrolink and Coaster	Development	
32	Goods Movement	Yearlong	OCTA becomes full partner with other counties in planning for goods movement to mitigate community impacts.  Develop goals and priorities for Board consideration.	Staff newly formed Goods Movement Committee. Participate in Multi-County Goods Movement Action Plan. (MCGMAP)	Development	Workshop with Board scheduled in January. MCGMAP scheduled for completion in March.
33	SR-91 Toll Extension - Riverside	Yearlong	Consult with Riverside County on proposed 91 Express Lanes extension to I-15.	Monitor progress and conduct follow-up analysis.	Development	
34	South County MIS	Yearlong	Continue South Orange County Major Investment Study	Conduct public outreach in Spring 2007.	Development	
35	MTA Coordination	Yearlong	Meet and confer with MTA on projects of mutual interest.	Continue meetings with MTA staff and Board.	Development	
36	Go Local Program	Yearlong	Continue Development of phase 1 of the Go Local Program.	<ul style="list-style-type: none"> <li>Complete MOU's with all Orange County Cities interested in participating in phase 1 of the Go Local Program.</li> <li>Develop schedule and scoring criteria for initiation of phase 2</li> </ul>	Development	

Chief Executive Officer  
2007 Goals

<u>CEO Goal Reference Number</u>	<u>CEO's Goal</u>	<u>Date</u>	<u>Summary</u>	<u>Performance Measurement</u>	<u>Divisional Responsibility</u>	<u>Status</u>
37	HOV Policy Changes	Yearlong	Pursue changes to HOV policies with Caltrans.	Cooperative Agreements with Caltrans regarding continuous access HOV policy.	Development	Report to the Board in February.
38	OCTA - Caltrans liaison	Yearlong	Partner with District 12 to improve productivity	Achieve measurable reductions in project approval time	Development	
39	OC - Intercounty Cooperation	Yearlong	Coordinate across county lines	Policy-level meetings with MTA, SANDAG & RCTC	Development	
40	ARTIC	Yearlong	Development of interim Metrolink station at newly acquired ARTIC site. Begin development of master site plan for ARTIC site.	<ul style="list-style-type: none"> <li>• Development of detailed schedule, plans, and cost estimate for interim Metrolink station.</li> <li>• Define roles and responsibilities for City, OCTA, and SCRRA for interim station development.</li> <li>• Complete report of public facilities.</li> <li>• Complete private stakeholder solicitations.</li> </ul>	Development	
41	Public Information	Yearlong	Provide public information about OCTA initiatives and services to the media, cities, customers, constituencies. Reach out to existing and potential users of services and program stakeholders i.e. commuters, students, seniors, city officials, business leaders, environmental groups, employees, etc.	Accurate information is provided in advance of changes for bus, Metrolink, ACCESS, 91 Express Lanes and for highway, streets & roads, transit & other projects and funding programs. Quarterly customer relations and weekly outreach reports are delivered.	External Affairs	
42	Public Participation: Advisory & Oversight Committees	Yearlong	Staff Citizen's Advisory, Special Needs in Transit, Measure M Citizens / Taxpayers Oversight Committees	Updates are provided in weekly and quarterly reports; key issues are identified for Board.	External Affairs	

Chief Executive Officer  
2007 Goals

CEO Goal Reference Number	CEO's Goal	Date	Summary	Performance Measurement	Divisional Responsibility	Status
43	OCTA will meet the following goals on the SR-91 Express Lanes: (a) 14,800,000 trips on the lanes (b) \$42,100,000 in toll revenue	Yearlong	To maintain consistency with bond indenture requirements, the SR-91 Express Lanes 2007 revenue and vehicle trip goals are derived from annualized estimates of Vollmer weekly traffic and revenue forecasts.		Finance, Administration and Human Resources	
44	State Legislative approach	Yearlong			State Relations	
45	Bus Revenue Projections	Yearlong	Provide <u>1.8 million</u> hours of revenue and non-revenue service		Transit	In Progress
46	Bus Operations	Yearlong	Reduce passenger complaint frequency by 10%		Transit	In Progress
47	Passenger Boardings	Yearlong	Provide <u>72.2</u> million passenger boardings		Transit	In Progress
48	Maintenance	Yearlong	Increase miles between road calls by 6%		Transit	In Progress
49	Maintenance	Yearlong	Control cost per vehicle hour and mile		Transit	In Progress
50	Maintenance	Yearlong	Maintain a fleet which is clean and graffiti free		Transit	In Progress
52	CNG Fueling Facilities at Santa Ana, Garden Grove, and Anaheim	Yearlong	Santa Ana Base CNG Fueling Station Installation of 4 CNG compressors, gas dryer, 4 buffer storage tanks, 3 CNG dispensers, methane gas detection system, and underground gas pipeline. Anaheim & Garden Grove CNG Fueling Stations Installation of CNG compressors, gas dryer, buffer storage tanks, 3 CNG dispensers, methane gas detection system, and underground gas pipeline	<ul style="list-style-type: none"> <li>SA - Complete construction by March 2007</li> <li>Anaheim &amp; Garden Grove - Board recommendation for award by May 2007</li> </ul>	Development	
51	Bus Rapid Transit	Yearlong	Complete Project Implementation Plan and move forward with vehicle procurement for BRT fleet (implement option)	Bring to Board for review and adoption	Transit	



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  
February 12, 2007

## **Call to Order**

The February 12, 2007, special meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Cavecche at 8:30 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## **Roll Call**

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

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

Directors Absent: Miguel Pulido

## **Public Comments on Agenda Items**

Chairman Cavecche 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 offered by members of the public.

## **Special Matters**

### **1. Closed Session**

The Board met in Closed Session pursuant to Government Code Section 54956.9(b).

The Board reconvened following this meeting, and there was no report out of this Closed Session.

### **2. Adjournment**

The meeting adjourned at 9:38 a.m. Chairman Cavecche announced that the next regularly scheduled meeting of the OCTA/OCTD/OCLTA/OCSAFE/OCSSAAV Board will be held at **9:40 a.m. on February 12, 2007**, at OCTA Headquarters at 600 South Main Street, First Floor - Room 154, Orange, California.

ATTEST

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Wendy Knowles  
Clerk of the Board

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Carolyn V. Cavecche  
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  
February 12, 2007

## **Call to Order**

The February 12, 2007, regular meeting of the Orange County Transportation Authority and affiliated agencies was called to order by Chairman Cavecche at 9:42 a.m. at the Orange County Transportation Authority Headquarters, Orange, California.

## **Roll Call**

Directors Present: Carolyn Cavecche, Chairman  
Chris Norby, Vice Chair  
Jerry Amante  
Patricia Bates  
Arthur C. Brown  
Peter Buffa  
Bill Campbell  
Richard Dixon  
Paul Glaab  
Cathy Green  
Allan Mansoor  
John Moorlach  
Curt Pringle  
Mark Rosen  
Gregory T. Winterbottom  
Jim Beil, Caltrans Deputy Director, District 12, attending for  
Cindy Quon, Governor's Ex-Officio Member

Also Present: Arthur T. Leahy, Chief Executive Officer  
Richard J. Bacigalupo, Deputy Chief Executive Officer  
Wendy Knowles, Clerk of the Board  
Mary Burton, Deputy Clerk of the Board  
Kennard R. Smart, Jr., General Counsel  
Members of the Press and the General Public

Directors Absent: Miguel Pulido

## **Invocation**

Director Green gave the invocation.

## **Pledge of Allegiance**

Director Amante led the Board and audience in the Pledge of Allegiance to the Flag of the United States of America.

## **Public Comments on Agenda Items**

Chairman Cavecche 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. Administration of Oath of Office to New Board Member**

Chairman Cavecche announced this swearing-in will be deferred until the election for the First District Supervisor is certified.

### **1a. Presentation of Resolutions of Appreciation for Employees of the Year for 2006**

Chairman Cavecche presented Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-04, 2007-05, 2007-06 to Mary Blum, Coach Operator; Leo Diza, Maintenance; and Christina Byrne, Administration, as Employees of the Year for 2006.

## **Consent Calendar (Items 2 through 27)**

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

Chairman Cavecche pulled items 2 and 6 for correction; Director Moorlach pulled items 10 and 15; and Director Campbell pulled item 14.

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

### **2. Approval of Minutes**

Chairman Cavecche pulled this item and stated there had been an omission from her Chairman's Goals and wanted the record to show that one of her main goals is to work with Caltrans to pursue changes to the policies governing high-occupancy vehicle (HOV) lanes in Orange County.

**2. (Continued)**

A motion was made by Director Pringle, seconded by Director Campbell, and declared passed by those present, to approve the minutes of the Orange County Transportation Authority and affiliated agencies' regular meeting of January 22, 2007, as amended.

**3. Approval of Board Member Travel Requests**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to approve requests by Board Member Arthur C. Brown for travel February 27 - March 1, 2007, to attend the Southern California Association of Governments' Consensus Meeting in Washington, D.C., and Board Members Jerry Amante, Bill Campbell, Carolyn Cavecche, and Chris Norby to travel June 4-7, 2007, to New York to participate in the Annual Rating Agency trip.

**4. Approval of Resolutions of Appreciation for Employees of the Year for 2006**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to adopt Orange County Transportation Authority Resolutions of Appreciation Nos. 2007-04, 2007-05, 2007-06 to Mary Blum, Coach Operator; Leo Diza, Maintenance; and Christina Byrne, Administration, as Employees of the Year for 2006.

**5. Fiscal Year 2005-06 Annual Financial Reports**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to receive and file the fiscal year 2005-06 annual financial reports as information items.

**6. Selection of a Consultant to Conduct the Annual Financial Audits of the Orange County Transportation Authority**

Chairman Cavecche requested that it be noted that she was not present for the vote on this item at Committee.

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

- A. Recommend the selection of Mayer Hoffman McCann P.C. to conduct the Annual Financial Auditing Services set forth in the Request For Proposals 6-0667.
- B. Recommend to the Board of Directors to authorize the Chief Executive Officer to negotiate and execute an agreement with the selected consultant to perform the annual financial auditing services for the Orange County Transportation Authority.

**7. Investment Activities April 1 through September 30, 2006, Financial and Compliance Review**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to receive and file the Investment Activities April 1 through September 30, 2006, Financial and Compliance Review, Internal Audit Report No. 07-013.

**8. Fiscal Year 2006-07 Internal Audit Plan, Second Quarter Update**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to receive and file the Second Quarter Update to the Fiscal Year 2006-2007 Internal Audit Plan.

**9. Reports on the Annual Transportation Development Act Audits for Fiscal Year 2005-06**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to receive and file the Transportation Development Act audit reports for fiscal year 2005-06.

**10. State Legislative Status Report**

Director Moorlach pulled this item for comment and asked why high-speed rail is not included in the recommendations.

P. Sue Zuhlke, Chief of Staff, responded after discussion at the Legislative and Government Affairs Committee, there was a motion to stay neutral on that item. She further stated that the high-speed rail bond has been put off numerous times, and the Committee requested additional information be brought back.

Director Pringle stated that engineering design and feasibility studies have been funded by last year's budget, and one of those project studies is underway on the segment between Anaheim to Union Station in Los Angeles. He stated that at the end of that study, he would ask the Board to consider, if it is financially feasible, what other funding options may exist.

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

- A. Oppose any shift of transportation funding away from designated purposes to fulfill General Fund obligations.
- B. Reaffirm support for expanded design-build and public-private partnership opportunities.

**11. Federal Legislative Status Report**

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

**12. Fiscal Year 2008 Transportation Appropriations Project List**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to review and approve the recommended list of transportation projects to be submitted for the fiscal year 2008 federal appropriations process.

**13. Award of Construction Contract for Americans with Disabilities Act Bus Stop Modifications (Phase 3, Construction Package 8)**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-6-0780 between the Orange County Transportation Authority and LH Engineering Company, Inc., the lowest responsive, responsible bidder, in an amount not to exceed \$787,845, for Americans with Disabilities Act bus stop modifications in the cities of Tustin and Irvine.

**14. Rail Program Status Update**

Director Campbell pulled this item and referenced page two of the staff report, third bullet under Metrolink Commuter Rail Program, which discussed the Metrolink fare policy, and did not recall the Board previously making a decision on this issue. Darrell Johnson, Manager, Programming, responded and stated he believed it was in a rail status report in the second quarter of the fiscal year, but would provide that information to Director Campbell.

Director Brown stated that he recalled this item being covered in discussion, either at Committee, or by the full Board.

Chairman Cavecche stated that she feels more reports on Metrolink is needed by the Board as only a few Members attend the Metrolink Board meetings.

Chairman Cavecche requested further information on where OCTA is in the process of finalizing scopes of work and cost estimates for grade crossings. Mr. Johnson responded that cost estimating is in process currently, and is better than 90 percent complete.

Chairman Cavecche also inquired as to where OCTA is in the development of a quiet zone policy, and Mr. Johnson responded that will be available at the March 22 Transit Planning and Operations Committee meeting.

**14. (Continued)**

Director Dixon requested that after the Metrolink Board meeting has taken place, that a one-page summary of actions be provided to the OCTA Board.

Director Amante asked that staff provide a briefing on Metrolink quiet zones, rail crossings, etc., to provide background for new Members. Director Amante stated that personal briefings would be sufficient.

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

**15. 2007 Technical Steering Committee Membership**

Director Moorlach pulled this item and requested further information on this committee.

Kia Mortazavi, Director of Strategic Planning, responded with a brief explanation of this committee and the Technical Advisory Committee.

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

- A. Select and approve Option B of the 2007 Technical Steering Committee member roster.
- B. Approve the Policies and Procedures for the Technical Steering Committee membership with the revision of bullet point seven under TSC Membership Process.

Director Green voted in opposition of the recommendations.

**16. Development of a Countywide Pavement Management Program**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to approve the proposed consultant selection evaluation criteria.

**17. Chokepoint Program Status Report**

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

- A. Authorize the Chief Executive Officer to execute a cooperative agreement with the California Department of Transportation to perform oversight for the Project Report/Environmental Document phase of the Orange Freeway (State Route 57) northbound widening project between Orangethorpe Avenue and Lambert Road.

**17. (Continued)**

- B. Approve evaluation criteria and authorize staff to proceed with issuance of a Request for Proposals to procure services for the preparation of a Project Report/Environmental Document for the Riverside Freeway (State Route 91) westbound between the Orange Freeway (State Route 57) and the Santa Ana Freeway (Interstate 5).

**18. Agreement for a Replacement Phone System for the 91 Express Lanes Offices Located in Anaheim and Corona**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to issue Agreement C-6-0675 between the Orange County Transportation Authority and Integrated Technology, whose offer best meets the Orange County Transportation Authority's requirements, in an amount not to exceed \$631,491, for a replacement phone system to include hardware, software, and associated implementation services.

**19. Amendment to Agreement for Ellipse Software Implementation Services**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to execute Amendment 3 to Agreement C-3-0776 between the Orange County Transportation Authority and Mincom, in an amount not to exceed \$150,000, for additional training services.

**20. 91 Express Lanes Transponders**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-6-0802 between the Orange County Transportation Authority and Sirit Corporation, in an amount not to exceed \$2,241,147, for the purchase and two-year warranty of approximately 105,000 internal transponders and 200 external transponders. The \$2,241,147 includes sales tax.

**21. Purchase Order for 91 Express Lanes Property Insurance**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to issue Purchase Order C-7-0030 between the Orange County Transportation Authority and Marsh Risk & Insurance Services, in an amount not to exceed \$500,000, to purchase property insurance for the period of March 01, 2007, to February 29, 2008.

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

### **22. Consultant Selection for the 2007 Congestion Management Program Traffic Data Collection**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-6-0812 between the Orange County Transportation Authority and Fehr and Peers Associates, Incorporated, in an amount not to exceed \$349,500, for the collection of traffic data for the Measure M Growth Management Program and the Orange County Congestion Management Program.

### **23. Measure M Quarterly Progress Report**

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

## **Orange County Transit District Consent Calendar Matters**

### **24. Agreement for Radio Repair Service**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-6-0498 between the Orange County Transportation Authority and Advanced Electronics, in an amount not to exceed \$75,000, for radio repair services.

### **25. Agreement for the Purchase and Placement of Solar Lighting Units**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to execute Agreement C-6-0578 between the Orange County Transportation Authority and Carmanah Technologies, Inc., in an amount not to exceed \$500,000, for manufacturing and installing 700 solar lighting units.

### **26. Agreement to Lease Antenna Site on Santa Catalina Island**

A motion was made by Director Norby, seconded by Director Campbell, and declared passed by those present, to authorize the Chief Executive Officer to issue Purchase Order 06-77039 between the Orange County Transportation Authority and the Santa Catalina Island Conservancy, in an amount not to exceed \$24,240 for the first year, with automatic renewal at an increase of 5 percent per year for subsequent years, for the lease of equipment rack and tower space on Santa Catalina Island.



## **Orange County Service Authority for Abandoned Vehicles Consent Calendar Matters**

### **27. Service Authority for Abandoned Vehicles Audit Report Findings and Proposed Legislative Changes**

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

- A. Seek legislative change to broaden the allowable types of abatements that qualify for funding within the Abandoned Vehicle Program.
- B. Direct staff to return to the Finance and Administration committee with more information regarding the reimbursement of funds from member agencies.

## **Regular Calendar**

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

#### **28. Cooperative Agreement with the California Department of Transportation for the Garden Grove Freeway (State Route 22) High-Occupancy Vehicle Lane Access Pilot Study**

Paul Taylor, Executive Director of Development, provided background and update on this pilot study.

Director Campbell inquired as to the level of local support or opposition for this change to high occupancy vehicle (HOV) lanes, and Chief Executive Officer (CEO), Arthur T. Leahy, responded that he is only aware of positive feedback. He further commented that the only negative feedback has been that of traffic traveling too fast along the lanes.

Director Rosen requested that staff address air quality impacts of operating HOV lanes, and how special funds may relate. Mr. Taylor stated staff will address those questions of the Southern California Association of Governments (SCAG) and the other regulatory agencies.

Director Winterbottom requested that the California Highway Patrol be encouraged to provide added enforcement on the HOV lanes.

Chairman Cavecche requested that staff consider legislative changes regarding the buffer on HOV lanes on the State Route 55.

**28. (Continued)**

A motion was made by Vice Chairman Norby, seconded by Chairman Cavecche, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute a cooperative agreement with the California Department of Transportation for the Garden Grove Freeway (State Route 22) High-Occupancy Vehicle Lane Access Pilot Study.

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

**29. Garden Grove Freeway (State Route 22) Design-Build Project Update and Construction Contract Change Order No. 10**

CEO, Arthur T. Leahy, provided opening comments on this issue, and went through the various elements of the Change Order No. 10, provided for Board consideration at this time.

Director Rosen asked if Substantial Completion No. 2 includes the connector from the Interstate 5 north to the State Route 22 west. General Counsel, Kennard R. Smart, Jr., responded that it does. Rick Grebner, State Route 22 Project Manager, stated that would be part of Substantial Completion No. 2.

Discussion followed regarding the definitions of “ramps”, “connectors”, and “mainline lanes” and how different definitions may impact if the work on those items falls under Substantial Completion No. 1 or Substantial Completion No. 2.

General Counsel, Kennard R. Smart, Jr., stated that Substantial Completion No. 1 has always been only mainline lanes east of Magnolia. Mr. Smart referenced documents provided to the Board over the week-end, and stated that Number 2 (on page two of the staff report) indicates that Substantial Completion No. 1 is defined as opening all mainline lanes. Number 4 states (for Substantial Completion No. 2) “mainline lanes, ramps, and city streets”.

Chairman Cavecche suggested the Board enter into Closed Session to work out a negotiating position on this matter and allow staff to gather the necessary information to proceed with this discussion.

Director Campbell suggested that the Board hear Item 30 on today’s agenda and allow members of the public who wish to address the Board be allowed to do so prior to Closed Session, rather than requiring them to wait through that portion of the meeting.

## **Orange County Transit District Regular Calendar Matters**

### **30. Amendment to Agreement for the Purchase of 299 Compressed Natural Gas 40-Foot Buses**

Al Pierce, Manager of Maintenance, addressed the Board and provided a verbal report on this item, including reasons for needing to purchase these buses. Mr. Pierce stated that the design life has been exhausted on many of OCTA's current buses, stating that some are as old as 27 years old.

Dennis Elefante, Manager of Maintenance Support Services, provided additional information on these buses and invited Members to view one of these buses outside Headquarters today when they leave from the Board meeting.

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

- A. Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-0746 between the Orange County Transportation Authority and New Flyer of America, Incorporated, increasing the amendment by \$6,477,018, resulting in a total not-to-exceed \$130,227,018 for the agreement.
- B. Amend the fiscal year 2006-07 approved budget by \$2,371,202 to accommodate Amendment No. 2, resulting in a total not-to-exceed budget of \$130,227,018.

Charles Griffin, resident of Newport Beach, who suggested a presentation by General Automic on impacts to air quality be requested by the Board before a decision is made on the purchase of these buses.

General Counsel announced at 11:32 a.m. that the Board would enter into Closed Session pursuant to Government Code Section 54956.9(b).

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

### **29. Garden Grove Freeway (State Route 22) Design-Build Project Update and Construction Contract Change Order No. 10**

#### **(CONTINUED FROM THE EARLIER DISCUSSION)**

The Board re-convened open session at 12:02 p.m., and General Counsel advised there was no report out of Closed Session.

A motion was made by Director Rosen and seconded by Director Dixon to approve major elements of the Change Order No. 10, except numbers 3 and 5; item 3 will stay as it is, and item 5 will be amended to read, "liquidated damages in the amount of \$50,000 per day will apply for failure to meet Substantial Completion No. 2. He offered that for further clarification, with regard to Substantial Completion No. 1, it continues to be defined as "opening all State Route 22 mainline lanes east of Magnolia Street by November 30, 2006." (This would include Recommendations A and B of the staff report.)

A roll call vote was conducted with all Board Members voting in support of the motion with the exception of Director Moorlach, who voted in opposition. The following recommendations were declared passed by those present:

- A. Authorize the Chief Executive Officer to execute revised Contract Change Order No. 10 to Agreement C-3-0663 with Granite-Myers-Rados for full replacement of the Magnolia Street bridge, in the amount of \$5,307,424.
- B. Amend the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, Revenue Account 0010-6062-F7100 by \$5,307,424.

Director Rosen requested that this item come back to the Board at its first meeting in May as a Closed Session item with regard to the causes for this action. Chairman Cavecche requested that this matter come back through the Executive Committee first.

## **Other Matters**

### **31. ACCESS Service Update**

This item was deferred.

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

Chief Executive Officer, Arthur T. Leahy, advised that the Transportation 2020 Committee will meet following the Board meeting.

### **33. Directors' Reports**

Director Campbell reported that the Riverside Orange Corridor Authority met last week as did the State Route 91 Advisory Committee. At that meeting, the discussions began regarding working with OCTA's colleagues in Riverside on potential legislative changes which will allow Riverside to build toll roads in their county. Those discussions will continue. Director Campbell notified the Transportation Corridor Agencies of those discussions, and they responded that they do want to participate in discussions regarding any legislative changes that are proposed.

Director Buffa stated that he, along with Directors Glaab and Mansoor, took a tour of the ACCESS facilities and process, and he encouraged all who have not done so to take advantage of a tour when they are able.

Director Moorlach referenced freeway signage on the 60/405 interchange (coming into Orange County) and stated that it says "San Diego" and inquired if there has been a study in the past regarding wording on these signs.

Director Brown responded that the signage is based on the main destination (city) for the freeway.

Caltrans representative, Jim Beil, responded that there are what is called "control cities" – San Diego, Santa Ana, Los Angeles, to name a few.

Director Moorlach mentioned that he sits on the Transit Planning and Operations Committee, and those meetings conflict with the Coastal Commission Committee, on which he also sits. Director Bates commented that the meeting schedule for the Coastal Commission may change, so asked that some time be allowed to see if there is still a conflict.

Director Pringle requested OCTA discuss with Caltrans the verbiage for destination signage on freeways. Chairman Cavecche requested that this come back through the Regional Planning and Highways Committee.

### **34. Public Comments**

Chairman Cavecche 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.

**34. (Continued)**

Public comments were heard from:

Christie Rudder, representing Dayle McIntosh Center, who stated she has seen an improvement in Veolia's performance with clients who come to the Dayle McIntosh Center.

Frank Austin, representing the Multiple Sclerosis Society, stated that ACCESS service has improved in his opinion and encouraged the Board to continue to work with Veolia.

Mike Griffus, Chief Operating Officer, Veolia Transportation (Oak Brook, Illinois office), advised the Board that Veolia has made OCTA's service their number one priority, and feels there has been significant improvement over the past few weeks.

Charles Griffin, resident of Newport Beach, stated that he supports high-speed rail, and he feels the Board should concentrate on using that kind of system to get to Palmdale as an airport.

**35. Closed Session**

There was no need for an additional Closed Session.

**36. Adjournment**

The meeting adjourned at 12:17 p.m. Chairman Cavecche announced that the next regularly scheduled meeting of the OCTA/OCTD/OCLTA/OCSAFE/OCSSAAV Board will be held at **9:00 a.m. on February 26, 2007**, at OCTA Headquarters at 600 South Main Street, First Floor - Room 154, Orange, California.

ATTEST

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Wendy Knowles  
Clerk of the Board

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Carolyn V. Cavecche  
OCTA Chairman





# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

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

## CONFERENCE/SEMINAR INFORMATION

Name: Peter Buffa Job Title: Board Member

Department: Board of Directors Destination: Washington, D.C.

Program Name: 2007 Orange County Business Council Trip to Washington, D.C.

**Description/Justification:** Peter will participate in the Orange County Business Council's trip to Washington, D.C. The trip will provide an opportunity for OCTA Board Members to participate in advocacy meetings with federal representatives on important issues such as infrastructure, transportation, and goods movement.

## COMMENTS

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

Conference/Seminar Date: <u>3/26/07</u>	Departure Date: <u>3/25/07</u>	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Carry
Payment Due Date:	Return Date: <u>3/29/07</u>	Course Hours:

## ESTIMATED EXPENDITURES

Transportation	\$437.30
Meals	\$305.00
Lodging	\$756.00
Registration	\$975.00
Other	\$50.00
Total	\$2,523.30

## APPROVALS

Please Initial:

RV  
Finance\*

2/8/07  
Date

\* Funds are available for this travel request.

Please Sign:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

## ACCOUNTING CODES

Org. Key: <u>1120</u>	Object: <u>7655</u>	Job Key: <u>A0001</u>	JL: <u>EC6</u>
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Ref #: <u>Feb 2007</u>	Board Date: <u>February 26, 2007</u>	T/A #: <u>FY 06/07- 176</u>
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# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

Attach copy of the **Travel Worksheet, Registration Forms**, and other pertinent documentation for this claim.

Travel **will not** be processed until all information is received.

## CONFERENCE/SEMINAR INFORMATION

**Name:** Paul Glaab **Job Title:** Board Member

**Department:** Board of Directors **Destination:** Washington, D.C.

**Program Name:** 2007 Orange County Business Council Trip to Washington, D.C.

**Description/Justification:** To participate in the Orange County Business Council's trip to Washington, D.C. The trip will provide an opportunity for OCTA Board Members to participate in advocacy meetings with federal representatives on such important issues such as infrastructure, transportation, and goods movement.

## COMMENTS

Other: Airport parking and ground transportation

Meals: \$64 - \$3 = \$61 per day

**Conference/Seminar Date:** 3/26/07

**Departure Date:** 3/25/07

☐ Mail ☐ Hand Carry

**Payment Due Date:**

**Return Date:** 3/29/07

**Course Hours:**

## ESTIMATED EXPENDITURES

Transportation	\$437.30
Meals	\$305.00
Lodging	\$756.00
Registration	\$975.00
Other	\$50.00
Total	\$2,523.30

## APPROVALS

**Please Initial:**

Finance\*

Date

\* Funds are available for this travel request.

**Please Sign:**

Clerk of the Board

Date

## ACCOUNTING CODES

<b>Org. Key:</b> 1120	<b>Object:</b> 7655	<b>Job Key:</b> A0001	<b>JL:</b> EC6
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<b>Ref #:</b> Feb 2007	<b>Board Date:</b> February 26, 2007	<b>T/A #:</b> FY 06/07-205
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# OUT-OF-STATE TRAVEL

Board Member Only - Travel Authorization/Request For Payment

Attach copy of the Travel Worksheet, Registration Forms, and other pertinent documentation for this claim.

Travel will not be processed until all information is received.

## CONFERENCE/SEMINAR INFORMATION

**Name:** Patricia Bates **Job Title:** Board Member  
**Department:** Board of Directors **Destination:** Washington, D.C.  
**Program Name:** 2007 Orange County Business Council Trip to Washington, D.C.

**Description/Justification:** To participate in the Orange County Business Council's trip to Washington, D.C. The trip will provide an opportunity for OCTA Board Members to participate in advocacy meetings with federal representatives on such important issues such as infrastructure, transportation, and goods movement.

## COMMENTS

Other: Airport parking and ground transportation

Meals: \$64 - \$3 = \$61 per day

**Conference/Seminar Date:** 3/26/07

**Departure Date:** 3/25/07

☐ Mail ☐ Hand Carry

**Payment Due Date:**

**Return Date:** 3/29/07

**Course Hours:**

## ESTIMATED EXPENDITURES

<b>Transportation</b>	\$437.30
<b>Meals</b>	\$305.00
<b>Lodging</b>	\$756.00
<b>Registration</b>	\$975.00
<b>Other</b>	\$50.00
<b>Total</b>	\$2,523.30

## APPROVALS

**Please Initial:**

RV  
Finance\*

2/19/07  
Date

\* Funds are available for this travel request.

**Please Sign:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

## ACCOUNTING CODES

**Org. Key:** 1120 **Object:** 7655 **Job Key:** A0001 **JL:** EC6

**Ref #:** Feb 2007 **Board Date:** February 26, 2007 **T/A #:** FY 06/07-206





ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

GLORIA A. NOVOTNY

**WHEREAS,** the Orange County Transportation Authority recognizes and commends Gloria Novotny; and

**WHEREAS,** be it known that Gloria has been a principal player at the OCTA and has performed her responsibilities as a Coach Operator in a professional, safe, courteous, and reliable manner; and

**WHEREAS,** Gloria has demonstrated her integrity by maintaining a good attendance record, and her dedication exemplifies the high standards set forth for Orange County Transportation Authority employees; and

**WHEREAS,** Gloria has demonstrated that safety is paramount by achieving 31 years of safe driving; and

**WHEREAS,** Gloria went above and beyond her duties to report a criminal act, which ultimately resulted in the apprehension of three felony suspects who were in a stolen vehicle and in possession of a weapon. Gloria was able to give a play-by-play description to the police of what was happening so the suspects could be apprehended quickly. Without her attention to detail and invaluable assistance, the suspects would not have been apprehended and the handgun would not have been recovered.

**NOW, THEREFORE, BE IT RESOLVED** that the Authority does hereby declare Gloria Novotny as the Orange County Transportation Authority Coach Operator Employee of the Month for February 2007; and

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

**Dated:** February 26, 2007

Carolyn V. Cavecche, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2007-07





ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

**ISRAEL LOPEZ**

**WHEREAS,** *the Orange County Transportation Authority recognizes and commends Israel Lopez; and*

**WHEREAS,** *be it known that Israel is a valued member of the Facility Maintenance Section who continually strives to provide an efficient, clean and safe environment for Authority employees and customers; and*

**WHEREAS,** *Israel is a professional employee who endeavors to hone his technical skills to make sure he successfully completes the job. His work ethic enables him to constantly provide customer satisfaction; and*

**WHEREAS,** *Israel's commitment to teamwork, skill development and pride in his work makes him an outstanding employee and a valuable asset to both the Maintenance Department and the Authority.*

**NOW, THEREFORE, BE IT RESOLVED** *that the Authority does hereby declare Israel Lopez as the Orange County Transportation Authority Maintenance Employee of the Month for February 2007; and*

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

**Dated:** February 26, 2007

\_\_\_\_\_  
Carolyn V. Cavecche, Chairman  
Orange County Transportation Authority

\_\_\_\_\_  
Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2007-08





ORANGE COUNTY  
TRANSPORTATION AUTHORITY

RESOLUTION

CONNIE RAYA

WHEREAS, the Orange County Transportation Authority recognizes and commends Connie Raya; and

WHEREAS, be it known that Connie Raya is a valued member of the Maintenance Department and the Manager of Maintenance Resource Management Section who has performed her duties in an outstanding manner, demonstrating the highest level of integrity and professionalism in all her dealings with Authority staff and the public; and

WHEREAS, Connie has put in unbelievable efforts with regards to the MAPS/MINCOM transition. She has been the primary person within the entire Maintenance Department concerning this transition and the Maintenance Department has been extremely successful during this transition. She has been exemplary in her perseverance and performance on this transition and will be Maintenance's expert on the MINCOM system; and

WHEREAS, Connie's commitment to excellent performance in her pre-existing duties as the Manager of the Maintenance Resource Management (MRM) Section while her entire section is tasked with the above mentioned efforts.

NOW, THEREFORE, BE IT RESOLVED that the Authority does hereby declare Connie Raya as the Orange County Transportation Authority Administrative Employee of the Month for February 2007; and

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

Dated: February 26, 2007

Carolyn V. Cavecche, Chairman  
Orange County Transportation Authority

Arthur T. Leahy, Chief Executive Officer  
Orange County Transportation Authority

OCTA Resolution No. 2007-09









BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** State Legislative Status Report

Legislative and Government Affairs/Public Communications  
Committee

February 15, 2007

**Present:** Directors Buffa, Campbell, Glaab, Mansoor, and Rosen  
**Absent:** Director Bates

***Committee Vote***

This item was passed by all Committee Members present.

Director Rosen was not present to vote on this item.

***Committee Recommendation***

Receive and file as an information item.





**February 15, 2007**

**To:** Legislative and Government Affairs/Public Communications  
Committee

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

**Subject:** State Legislative Status Report

**Overview**

To date, over 500 Assembly and Senate bills have been introduced in Sacramento. The last day for bill introduction in this legislative session is February 23, 2007.

**Recommendation**

Receive and file as an information item.

**Discussion**

The legislative deadline to introduce a bill to be considered in the first year of this two-year session is February 23, 2007. Thus far, over 500 Assembly and Senate bills have been introduced. Within the transportation arena, there are a number of "spot bills" that will seek to implement Proposition 1B, the transportation infrastructure bond approved by voters in November 2006, and AB 32 (Chapter 488, Statutes of 2006), the bill seeking to lower greenhouse gas emissions in California. A "spot bill" is a bill that is introduced to assure that a germane vehicle will be available at a later date after the deadline has passed to introduce bills. At that future date, the bill can be amended to incorporate more substantive provisions.

It is not yet clear which of these spot bills will be the final vehicle for the implementation of various sections of Proposition 1B. Staff will continue to keep the Board apprised of any developments in this area. A list of relevant bills introduced to date is provided in the Orange County Transportation Authority (OCTA) Legislative Matrix (Attachment A).

---

**Legislative Platform Item Introduced**

Assembly Member Bob Huff (R-Diamond Bar) has introduced AB 256, which proposes to appropriate funds to the State Highway Operations and Protection Program (SHOPP) regardless of whether a state budget is annually passed on time. Current law requires the California Department of Transportation (Caltrans) to halt work until a budget is adopted, thereby increasing overall project costs.

Assembly Member Huff contacted OCTA after reviewing a copy of the adopted 2007 State Legislative Platform and informed staff that they would like to carry legislation this year to implement the item noted on Page 5, Section III, (h), stating that OCTA "supports exemption for the State Highway Operation and Protection Program (SHOPP) safety projects so that these projects can continue in the event the budget is not passed by the constitutional deadline."

We have been working closely with the author's staff on the language of the bill and anticipate bringing this back to the committee to recommend a support position once our analysis of the bill is complete.


**Summary**

Of the over 500 Assembly and Senate bills that have been introduced thus far in Sacramento, a number of "spot bills" addressing implementation language from passage of last November's infrastructure bonds and AB 32 have been introduced. Additionally, a bill related to SHOPP projects has been introduced.

**Attachment**

- A. Orange County Transportation Authority Legislative Matrix

**Prepared by:**

  
Alejandro Esparza  
Senior Government Relations  
Representative  
(714) 560-5393

**Approved by:**

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

## **Orange County Transportation Authority Legislative Matrix**

### **Bills Being Monitored**

#### **Infrastructure Bond Bills**

CA SB 9	<b>AUTHOR:</b>	Lowenthal (D)
	<b>TITLE:</b>	Trade Corridor Improvement: Transportation Project
	<b>INTRODUCED:</b>	12/04/2006
	<b>LOCATION:</b>	Senate Rules Committee
	<b>COMMENTARY:</b>	Amends existing law, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act. Requires a sum to be transferred to the Trade Corridors Improvement Fund. Provides for infrastructure improvements along federally designated Trade Corridors of National Significance. Sets forth the intent of the Legislature to enact legislation that establishes a process for the selection of transportation projects.
	<b>STATUS:</b>	
	01/18/2007	To SENATE Committee on RULES.
CA SB 19	<b>AUTHOR:</b>	Lowenthal (D)
	<b>TITLE:</b>	Trade Corridor: Projects to Reduce Emissions: Funding
	<b>INTRODUCED:</b>	12/04/2006
	<b>LOCATION:</b>	Senate Rules Committee
	<b>COMMENTARY:</b>	Declares the intent of the Legislature to enact legislation that establishes conditions and criteria for projects funded under provisions of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.
	<b>STATUS:</b>	
	01/18/2007	To SENATE Committee on RULES.
CA SB 45	<b>AUTHOR:</b>	Perata (D)
	<b>TITLE:</b>	Transportation Funds for Capital Projects
	<b>INTRODUCED:</b>	12/22/2006
	<b>LOCATION:</b>	Senate Rules Committee
	<b>COMMENTARY:</b>	States the intent of the Legislature to enact legislation that would establish the application process for allocations from the Transit System Safety, Security, and Disaster Response Account.
	<b>STATUS:</b>	
	01/18/2007	To SENATE Committee on RULES.

CA SB 47      **AUTHOR:** Perata (D)  
**TITLE:** Transportation Bonds  
**INTRODUCED:** 12/22/2006  
**LOCATION:** Senate Rules Committee  
**COMMENTARY:**  
States the intent of the Legislature to enact provisions governing project eligibility, matching fund requirements, and the application process relative to allocation of bond proceeds of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 to the State-Local Partnership Program.  
**STATUS:**  
01/18/2007      To SENATE Committee on RULES.

### **AB 32 (Greenhouse Gas Emissions) Implementation Bills**

CA AB 6      **AUTHOR:** Houston (R)  
**TITLE:** Greenhouse Gases: Market-Based Compliance Mechanisms  
**INTRODUCED:** 12/04/2006  
**LOCATION:** Assembly Natural Resources Committee  
**COMMENTARY:**  
Requires the State Air Resources Board to adopt market-based compliance mechanisms to reduce emissions of greenhouse gases.  
**STATUS:**  
02/01/2007      To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 109      **AUTHOR:** Nunez (D)  
**TITLE:** Global Warming Solutions Act of 2006: Annual Report  
**INTRODUCED:** 01/05/2007  
**LOCATION:** Assembly Natural Resources Committee  
**COMMENTARY:**  
Requires the State Air Resources Board to report to the Legislature annually the status and progress of implementing the Global Warming Solutions Act of 2006. Requires the state to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions levels in 1990 to be achieved by 2020.  
**STATUS:**  
02/01/2007      To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 242      **AUTHOR:** Blakeslee (R)  
**TITLE:** Energy Policy: Emissions of Greenhouse Gases  
**INTRODUCED:** 02/01/2007  
**LOCATION:** ASSEMBLY  
**COMMENTARY:**  
Makes legislative findings and declarations regarding the policy and intent of the state with regard to reductions in emissions of greenhouse gases.  
**STATUS:**  
02/01/2007      INTRODUCED.

## Other Bills

- CA AB 38      **AUTHOR:**                      Nava (D)  
                 **TITLE:**                              State Agencies: Office of Homeland Security  
                 **INTRODUCED:**                      12/04/2006  
                 **LOCATION:**                              Assembly Governmental Organization Committee  
                 **COMMENTARY:**  
                 Transfers the Office of Homeland Security to become a division of the Office of  
                 Emergency Services.  
                 **STATUS:**  
                 02/01/2007                              To ASSEMBLY Committee on GOVERNMENTAL  
                 ORGANIZATION.
- CA AB 49      **AUTHOR:**                      Arambula (D)  
                 **TITLE:**                              California Small Business Expansion Fund  
                 **INTRODUCED:**                      12/04/2006  
                 **LOCATION:**                              Assembly Jobs, Economic Development and The Economy  
                 Committee  
                 **COMMENTARY:**  
                 Existing law authorizes the Director of Finance to transfer moneys in the Special Fund  
                 for Economic Uncertainties to the California Small Business Expansion Fund to make  
                 loan guarantees in order to prevent business insolvencies and loss of employment in  
                 an area affected by a declared disaster. Extends the authorization for those transfers.  
                 It is important to note that this part of the PTA take from last year.  
                 **STATUS:**  
                 02/01/2007                              To ASSEMBLY Committee on JOBS, ECONOMIC  
                 DEVELOPMENT AND THE ECONOMY.
- CA AB 57      **AUTHOR:**                      Soto (D)  
                 **TITLE:**                              Highways: Safe Routes to School Construction Program  
                 **INTRODUCED:**                      12/04/2006  
                 **LOCATION:**                              Assembly Transportation Committee  
                 **COMMENTARY:**  
                 Deletes the January 1, 2008, repeal date of the Safe Routes to School construction  
                 program, thereby extending the provisions indefinitely. Deletes the January 1, 2008,  
                 repeal date of provisions authorizing state and local entities to secure and expend  
                 federal funds for programs related to bicycles and pedestrian safety and traffic-calming  
                 measures in high-hazard locations.  
                 **STATUS:**  
                 02/01/2007                              To ASSEMBLY Committee on TRANSPORTATION.



CA AB 169	<p><b>AUTHOR:</b> Levine (D)</p> <p><b>TITLE:</b> Joint Powers Authorities: Indian Tribes</p> <p><b>INTRODUCED:</b> 01/23/2007</p> <p><b>LOCATION:</b> ASSEMBLY</p> <p><b>COMMENTARY:</b> Provides that 16 federally recognized Indian tribal governments may participate in the Southern California Association of Governments, a joint powers authority, for specified purposes and subject to specified conditions in the six county region of the Southern California Association of Governments.</p> <p><b>STATUS:</b> 01/23/2007 INTRODUCED.</p>
CA AB 256	<p><b>AUTHOR:</b> Huff (R)</p> <p><b>TITLE:</b> State Highway Operation and Protection Programs</p> <p><b>INTRODUCED:</b> 02/05/2007</p> <p><b>LOCATION:</b> ASSEMBLY</p> <p><b>COMMENTARY:</b> Relates to the state highway operation and protection program. Appropriates to the department, from funds in the State Highway Account the amount identified for traffic safety projects.</p> <p><b>STATUS:</b> 02/05/2007 INTRODUCED.</p>
CA ACA 1	<p><b>AUTHOR:</b> Dymally (D)</p> <p><b>TITLE:</b> Elections: Redistricting</p> <p><b>INTRODUCED:</b> 12/04/2006</p> <p><b>LOCATION:</b> ASSEMBLY</p> <p><b>COMMENTARY:</b> Proposes an amendment to the Constitution to require the appointment of the Independent Redistricting Commission that would be charged with establishing, by February 28 of each year ending in the number one, congressional, Assembly, Senate, and State Board of Equalization districts of equal population in compliance with the United States Constitution, pursuant to a mapping process for each district in accordance with specified goals.</p> <p><b>STATUS:</b> 12/04/2006 INTRODUCED.</p>
CA ACA 2	<p><b>AUTHOR:</b> Walters (R)</p> <p><b>TITLE:</b> Eminent Domain</p> <p><b>INTRODUCED:</b> 12/04/2006</p> <p><b>LOCATION:</b> ASSEMBLY</p> <p><b>COMMENTARY:</b> Proposes an amendment to the Constitution of the State to permit private property to be taken or damaged only for a stated public use and only when just compensation has been paid to, or into court for, the owner of the property. Prohibits, with respect to both new and pending eminent domain projects that involve the exercise of the power of eminent domain, a community redevelopment agency, commission, or joint powers agency that has the power of eminent domain from exercising such power unjustly.</p> <p><b>STATUS:</b> 12/04/2006 INTRODUCED.</p>
CA ACA 3	<p><b>AUTHOR:</b> Gaines (R)</p> <p><b>TITLE:</b> Expenditure Limits</p> <p><b>INTRODUCED:</b> 12/04/2006</p>

**LOCATION:** ASSEMBLY

**COMMENTARY:**

Limits total state General Fund and special fund expenditures to an annual increase of no more than the increase in the cost of living, multiplied by the percentage increase in state population. Requires excess revenues to be allocated in prescribed amounts to a reserve account, to the State School Fund, and to personal income taxpayers.

**STATUS:**

12/04/2006 INTRODUCED.

CA ACA 4

**AUTHOR:** Villines (R)

**TITLE:** Reapportionment

**INTRODUCED:** 12/04/2006

**LOCATION:** ASSEMBLY

**COMMENTARY:**

Requires the Independent Citizens' Commission on Redistricting, on or before February 1 of the year following the year in which the national census is taken, to adjust the boundary lines of the Senate, Assembly, congressional, and State Board of Equalization districts in conformance with certain standards, prioritized in a certain order consistent with specified federal law.

**STATUS:**

12/04/2006 INTRODUCED.

CA SB 33

**AUTHOR:** Simitian (D)

**TITLE:** Vehicles: Wireless Telephones and Mobile Service

**INTRODUCED:** 12/04/2006

**LOCATION:** Senate Transportation and Housing Committee

**COMMENTARY:**

Prohibits a person possessing a valid instruction permit, student license, or provisional license, from driving a motor vehicle while using a wireless telephone or a mobile service device, including a handset equipped with a hands-free device.

**STATUS:**

01/18/2007 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 56

**AUTHOR:** Runner G (R)

**TITLE:** Highway Construction Contracts

**INTRODUCED:** 01/10/2007

**LOCATION:** Senate Transportation and Housing Committee

**COMMENTARY:**

Declares the intent of the Legislation to authorize a demonstration program that would allow a careful examination of the benefits and challenges of using a design-build method of procurement for transportation projects. Authorizes certain state and local transportation entities to use a design-build process for contracting on transportation projects. Requires a transportation entity to implement a labor compliance program for design-build projects. Establishes a procedure for submitting bids.

**STATUS:**

01/25/2007 To SENATE Committees on TRANSPORTATION AND HOUSING and RULES.

CA SB 61

**AUTHOR:** Runner G (R)

**TITLE:** Transportation: Public Private-Partnerships

**INTRODUCED:** 01/16/2007

**LOCATION:** Senate Transportation and Housing Committee

**COMMENTARY:**

Authorizes the Department of Transportation or regional transportation agency

nominating a project to pay a stipend to proposers of a project under certain conditions. Authorizes the department or regional transportation agencies to enter into agreement under which a private entity constructs a transportation project that is operated without the charging of a toll or user fee, but where the private entity receives compensation in the form of a shadow toll or other type of payment.

**STATUS:**

01/25/2007

To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 113

**AUTHOR:**

Calderon R (D)

**TITLE:**

Presidential Primary Election

**INTRODUCED:**

01/22/2007

**COMMITTEE:**

Senate Elections, Reapportionment and Constitutional Amendments Committee

**COMMENTARY:**

Requires that the presidential primary election be held on the first Tuesday in February in any year evenly divisible by the number 4.

**STATUS:**

02/01/2007

To SENATE Committee on ELECTIONS, REAPPORTIONMENT AND CONSTITUTIONAL AMENDMENTS.

CA SB 124

**AUTHOR:**

Ducheny (D)

**TITLE:**

Evasion of Tolls: Registered Owner

**INTRODUCED:**

01/23/2007

**LOCATION:**

Senate Transportation and Housing Committee

**COMMENTARY:**

Defines registered owner, for purposes of liability for a toll evasion violation, to include a person registered as the owner of the vehicle by the appropriate agency or authority of another state, the District of Columbia, or a territory or possession of the United States.

**STATUS:**

02/01/2007

To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SCA 1

**AUTHOR:**

McClintock (R)

**TITLE:**

Eminent Domain: Condemnation Proceedings

**LAST AMEND:**

02/05/2007

**LOCATION:**

Senate Judiciary Committee

**COMMENTARY:**

Relates to eminent domain proceedings. Provides that private property may be taken or damaged only for a stated public use, and not without the consent of the owner for purposes of economic development, increasing tax revenue, or any other private use, nor for maintaining the present use by a different owner. Requires that property acquired in eminent domain be owned and occupied by the condemnor.

**STATUS:**

02/05/2007

From SENATE Committee on JUDICIARY with author's amendments.

02/05/2007

In SENATE. Read second time and amended. Re-referred to Committee on JUDICIARY.

CA SCA 5

**AUTHOR:**

McClintock (R)

**TITLE:**

State and Local Government Finance: Voter Approval

**INTRODUCED:**

01/30/2007

**LOCATION:**

SENATE

**COMMENTARY:**

Proposes an amendment to the Constitution to establish, for purposes of both state and local taxation, a constitutional definition of a "tax" as any monetary exaction imposed by a governmental entity. Provides exclusions. Recasts the definition of a special tax as a tax whose revenues are required by law.

**STATUS:**

01/30/2007

INTRODUCED.





BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Federal Legislative Status Report

Legislative and Government Affairs/Public Communications  
Committee

February 15, 2007

**Present:** Directors Campbell, Rosen, Buffa, Glaab, Mansoor  
**Absent:** Director Bates

***Committee Vote***

This item was passed by all Committee Members present.

Director Rosen was not present to vote on this item.

***Committee Recommendation (reflects change from staff recommendation)***

The Committee recommended taking to the Board a prioritization of fiscal year 2008 appropriations requests for Senator Feinstein's office. This prioritization is discussed and recommendation made as Item 19 in this agenda.





**February 15, 2007**

**To:** Legislative and Government Affairs/Public Communications Committee

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

**Subject:** Federal Legislative Status Report

### **Overview**

The Federal Legislative Status Report provides information on the progress of the federal fiscal year 2007 appropriations process, summarizes recent strategic directives to staff from the Chairman and Committee members and provides an update on the upcoming Section 1909 hearing.

### **Recommendation**

Receive and file as an information item.

### **Background**

The 110<sup>th</sup> Congress is completing work on the federal fiscal year (FY) 2007 appropriations. Only two of the 13 appropriations bills for the current year were passed before the last congress adjourned. The remaining programs have been operating under a Continuing Resolution which funds them at last year's level. The Continuing Resolution is set to expire on February 15.

On January 31, 2007, the House passed its version of a joint funding resolution for the remainder of FY 2007 (H.J Res. 20) by a vote of 286-140. The House bill restored nearly \$4 billion to the highway and transit programs by remaining consistent with the guaranteed authorization levels for FY 2007 contained in the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Under the House bill, the federal highway program is funded at \$39.1 billion (a \$3.4 billion increase from FY 2006) and transit programs are funded at \$8.8 billion (a \$474 million increase from FY 2006). As promised, the joint resolution is free of earmarks.

On February 8, 2007, the Senate took up debate on H.J. Res. 20. The Senate debate could take a week or longer and it is not known at this time if



amendments will be permitted to the resolution. If there are amendments, either the House would need to adopt the Senate version or conference negotiations will be necessary. Either scenario could delay final passage until past February 15, requiring another short term Continuing Resolution.

If the final bill is free of earmarks as expected, the Department of Transportation (DOT) will determine how discretionary funds for FY 2007 will be distributed. Guidance is expected from the DOT which will accompany their funding apportionments made shortly after the Joint Resolution is signed into law.

Chairman Cavecche and the chair and members of the Legislative and Government Affairs/ Public Communications Committee have recently provided staff with their directions regarding providing a more strategic approach to the federal advocacy process. As a result of these discussions, the following action items have been developed which will be tracked in the upcoming weeks:

1. Define with the Orange County Business Council (OCBC) the impact of goods movement on Orange County and the need for mitigation as a requirement of any expansion.
2. Conduct a strategic planning session with OCBC before the upcoming joint trip to Washington.
3. Develop a strategy for re-procurement of our federal lobbyists to begin in second quarter of this year.
4. Provide for smaller more informal meetings with our federal lobbyists to discuss strategy.
5. Continue the Board-to-Board meetings with Los Angeles and other adjacent counties.
6. Advertise and fill the vacated Manager of Federal Affairs position.
7. Plan for a second trip to Washington after the March OCBC trip.

Finally, regarding reauthorization, the Section 1909 Commission established by SAFETEA-LU to study policy and revenue recommendations for the next reauthorization has set its schedule for the February 21 and 22 hearing to be held in Los Angeles. Art Leahy, Chief Executive Officer, will be presenting remarks on the second day of the hearing as part of a panel on: Partnership and Collaboration, with the particular topic of Private Sector Roles Opportunities and Limitations. His remarks will focus on the Orange County experience regarding design-build, the State Route 91 Express Lanes, and the need for federal and private cooperation to ensure that new funds outside of traditional local transportation funding are available for the mitigation of any

future freight capacity expansion. A copy of his written testimony is included as Attachment A.

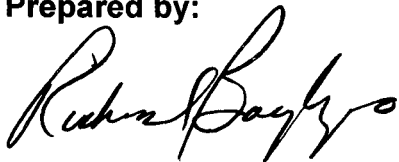
***Summary***

The federal fiscal year 2007 appropriations process is progressing towards completion before the February 15, 2007, expiration of the current Continuing Resolution. Staff is moving forward on directions to improve the strategic focus of the federal lobbying process. The agency has submitted testimony to the Section 1909 Commission which shares our experiences regarding private sector partnership and collaboration.

***Attachment***

- A. Testimony of Arthur T. Leahy Chief Executive Officer, Orange County Transportation Authority

**Prepared by:**

A handwritten signature in black ink, appearing to read "Richard Bacigalupo".

Richard J. Bacigalupo  
Deputy Chief Executive Officer  
(714) 560-5901



**Testimony of Arthur T. Leahy  
Chief Executive Officer  
Orange County Transportation Authority**

Thank you for the opportunity to address this Commission today and discuss our experience at the Orange County Transportation Authority (OCTA) in partnering with the private sector. While there have indeed been both opportunities and limitations in this experience, it has all been very instructive to us. I hope that by sharing some of the lessons we have learned, we can assist the Commissioners in making recommendations regarding the future direction of the federal transportation program.

Orange County is the fifth most populous county in the nation, with over three million residents. In 1991, the OCTA was formed by the consolidation of seven separate transportation agencies within the County, with the goal of increasing efficiency and eliminating duplication in the provision of transportation services. Today's OCTA is truly a multimodal agency like few others in the nation. We operate the nation's 12<sup>th</sup> largest bus system, providing in excess of 68 million rides in 2006. One third of our bus system is contracted out. We also fund and supervise Metrolink commuter rail service in Orange County and own the Los Angeles-San Diego rail right-of-way within the County. The three Metrolink lines operating in Orange County provide more than 3.2 million rides a year.

However, in addition to these core transit services, OCTA also assists with the planning and funding for all freeway improvements in the County, and has been directly responsible for managing the recently completed reconstruction of the State Route 22, California's largest design-build highway project. Through an unusual set of circumstances, which I will explain shortly, OCTA is also the owner and operator, by contract, of the State Route 91 Express Lanes. These toll lanes are located in the same corridor as two of our Metrolink lines, and provide the major east-west connection between Orange County and the Inland Empire of Riverside and San Bernardino counties.

Existing in a donor county located in a donor state, OCTA has been required to look for local revenues to help provide for its growing transportation needs. Our primary source of local funding is a one-half cent sales tax, called Measure M funding, which last November was extended for 30 years by nearly 70 percent of the County voters. The voters expect that, with this 30-year local commitment of \$12 billion, they will be able to match an even larger federal transportation program to alleviate congestion and meet the growing transportation needs of the County. The voters also expect that both OCTA and the federal government will look at the private sector experience wherever possible in order to provide the most efficient delivery of transportation projects and services.

I am going to discuss three areas where OCTA either has worked with or needs to work more closely in partnership with the private sector. Growing out of these experiences

are the public private partnership principles we would like to see incorporated into the next federal reauthorization bill.

The first area is that of facilities construction. In 2000, the OCTA began the process of evaluating the reconstruction and expansion of the Garden Grove Freeway (SR-22). The SR-22 improvement project covers 12 miles of freeway within Orange County, with 35 bridges, and 14 interchanges. The majority of the funding for this project came from our local Measure M funds. Because we were adding HOV lanes to this freeway, California law permitted OCTA to use a one-time-only design-build construction process on the project.

As you know, the design-build process permits a single contract with a single firm for the final design and construction of a project. It is the process used most prevalently in private sector construction projects. In contrast, the public sector model for most construction projects still requires that the public entity first enter into an extended design phase for each project, then complete the design and go out to bid for a construction contract, based upon the plans and specifications developed in the final design phase.

This design-bid-build process is required for California highway projects undertaken by the California Department of Transportation (Caltrans), and still remains the public way of doing business throughout many other parts of the Country. The design-bid-build construction process is rigorously enforced in California by the Professional Engineers in California Government (PECG), as a way to protect the work done by their in-house professional design engineers at Caltrans. Although several attempts have been made to change California law requiring design-bid-build for highway projects, none has yet met with success in Sacramento.

With this opportunity to become the first design-build construction contract on an active freeway in California, OCTA performed the analysis to determine if the design-build process was appropriate for the SR-22. The schedule estimates indicated that a design-bid-build reconstruction and expansion of the SR-22 would not be completed until 2009 or 2011 at a minimum. In contrast, the design-build schedule provided for a substantial completion date in November 2006, three years earlier. This represented a substantial savings in project costs alone and even more savings when the inflationary costs of construction are taken into account. But most importantly, it meant that the users of the SR-22 would experience the benefits of the project without three years of additional delay and inconvenience.

So the OCTA Board made the decision to proceed with a design-build process for final design and construction on an 800-day schedule. Today, the project is open and serving the growing mobility needs of thousand of motorists daily. I want to make it clear that the project was not free of difficulties. Few projects are. A change in the seismic standards shortly after the project was bid required an expansion of the scope of the project. Large amounts of rain during the first winter provided construction challenges. Likewise, receipt of federal funds for a bridge expansion some 200 days

into the contract required added construction to certain parts of the project. But through it all, the construction activity proceeded at a pace unlike any experienced in a traditional design-bid-build project in California, and the driving public could see this progress. They were willing to put up with exit and lane closures of a few weeks, knowing that they would not be inconvenienced for several more years.

OCTA has learned much from our first ever design-build project. But the greatest lessons involve the value of the process to move construction projects more quickly, with lower costs and fewer disruptions. From the national perspective, there is another policy benefit to government and the engineering community alike. If we can build projects faster and cheaper, we will be able to do more of them and stretch our limited engineering resources to accomplish more. This increase in productivity is a win-win for everyone.

So far, the federal government has encouraged design-build where appropriate, but has stopped short of saying that it must be available to use at the discretion of the local funding entities for federally assisted construction projects. We would like to see the next reauthorization take on this change in policy when federal dollars are used, to keep state and local procurement requirements from prohibiting the design-build construction process.

Next, I would like to turn to the Orange County experience with the State Route 91 Express Lanes. These toll lanes were born out of the inability of the public sector to bring the necessary financial resources to meet extraordinary population and job growth in the 1970's and 80's. While Orange County's population grew 70 percent and employment grew 148 percent between 1970 and 1990, state transportation funding brought only 244 new freeway lane miles during this time. With demand outstripping capacity, the County was near gridlock.

In order to respond to this crisis, the state and local agencies looked to the private capital markets to invest in highway expansion projects. On December 31, 1990, a Development Franchise Agreement was entered into between Caltrans and the California Private Transportation Company (CPTC) to construct and operate toll Lanes in the median of existing SR-91 through Orange County and to the I-15 in Riverside County. A project for toll lanes in 10 miles of the SR-91 between the SR-55 and the Riverside County line was constructed for \$139 million and opened in 1995. The franchise agreement was for 35 years from the date of opening, or 2030.

However, the SR-91 toll lanes soon generated substantial controversy. A clause in the lease agreement prohibited Caltrans from granting similar franchise rights to third parties or developing any public transportation facility within an "Absolute Protection Zone" comprised of the area one and one-half miles on either side of the centerline of the toll road. This restriction, commonly referred to as the "non-compete clause", was deemed necessary to protect the project's profitability and CPTC's investment. The non-compete clause was vigorously defended by the CPTC, even to the point of suing

Caltrans over proposed safety improvements to the SR-91 which the CPTC argued were designed to increase the capacity of the SR-91 free lanes.

Additionally, although usage of the toll lanes increased from 1995 to 1998, the toll lanes experienced only one profitable year, 1998. Meanwhile, congestion on the SR-91 continued to worsen and in 2002, a state statute (AB 1010) allowed the OCTA to purchase the franchise rights to the toll lanes from CPTC for \$207.5 million, \$72.5 million in cash and the assumption of debt service on \$135 million of taxable bonds. This purchase effectively repealed the non-compete clause and facilitated the initiation of improvements along the corridor.

So what started out as a private project for lack of public capital became a public asset because of lack of effective private cooperation with the public sector to address congestion. Beginning in January 2003, OCTA took over the 91 Toll Lanes with the goal of operating them as a separate entity according to a sound private business model. Under that model, which is required by AB 1010, toll revenues can only be used for direct operating and capital costs, debt service, and SR-91 improvement projects between the SR-55 in Orange County and the I-15 in Riverside County.

Operation of the toll lanes is accomplished today by the same contractor formerly used by the CPTC. Toll rates are regularly adjusted in conformance with an OCTA Board congestion pricing policy, which looks back at traffic volume each hour over the past rolling period of 12 weeks in each direction. If traffic volumes reach 92 percent of capacity six or more times during the 12-week period, then that particular hour is eligible for adjustment and based on the average of those volumes could be adjusted by \$.75 to \$1.00. Rates currently range from \$1.15 in the overnight hours to \$9.25 during three "super peak" hours eastbound on Thursday and Friday afternoon.

This congestion pricing policy encourages commuters to travel when there is less traffic. It also encourages carpooling and the use of public transit. OCTA's "Three Ride Free" program allows vehicles of three or more passengers to use the toll lanes for free during most hours and at a 50 percent discount during high demand times. During fiscal year 2006, OCTA's HOV3+ trips on the toll lanes reached more than 2.876 million, a 13.8 percent increase over fiscal year 2005. Metrolink commuter rail usage on the Inland Empire Orange County line is essentially at capacity, with a 16 percent increase from last year. Ridership on the Los Angeles to San Bernardino line has also increased significantly. In addition, OCTA has recently instituted a successful Express Bus service between Riverside and Orange counties, which uses the SR-91 Toll Lanes and other HOV Lanes for 35 of its 39 mile route.

The SR-91 Toll Lanes have also been an ongoing financial success since coming under OCTA ownership in 2003. The policy of congestion pricing continues to demonstrate positive results. Vehicle volume increased in all categories during fiscal year 2006. Full toll trips increased by 10.7 percent and carpools of three or more rose 13.8 percent over the previous year. Total toll revenues reached \$46 million in FY 2006, which is more than double the \$21.2 million collected in 2000.

The next federal reauthorization could take many lessons from the SR-91 Toll Lane experience. One is that there may be times when private capital is needed in addition to federal financial assistance, particularly to initiate large construction projects. By allowing this to happen with minimal intrusion, the federal government leverages their constrained financial resources and allows a faster construction process. Another lesson is that private monopolistic practices, such as the SR-91 non-compete clause, may not be in the public interest of reducing congestion. The federal government should be prepared to assist state and local governments to eliminate such practices when they occur. A third lesson is that the business model approach to operations can work successfully, whether the public or the private sector uses it. It should be part of the federal government's procedures for operation and maintenance of transportation facilities. Finally, congestion pricing is a powerful tool to bring efficiencies and increased productivity to highway corridors. Largely due to congestion pricing, the SR-91 toll lanes are now carrying more traffic than ever and trains and buses in the same corridor are also experiencing large ridership gains. This multimodal benefit should be encouraged in the next reauthorization.

The third area in which I think would be of interest to the Commission is the need for improved and innovative relations between transportation agencies and their local governments on the one hand, and private railroads on the other.

In Southern California, we are investigating the issue of providing greater freight movement capacity between our ports of Los Angeles/Long Beach and points to the east. This need for expanding goods movement through Southern California is an outcome of increasing international trade and of U.S. trade policies and practices. The benefit of this growing trade is national. There is also great benefit to the ports and shippers who handle this trade. Although the benefits of this trade are national, there are severe negative impacts on local communities in Southern California because of the increased use of road and rail capacity. While the need to expand capacity is recognized, this expansion must be linked to mitigating the impacts to local communities and transit systems.

Because the national and state governments benefit from this trade, they have a duty to share both the costs of expansion and the cost of necessary mitigation of this expansion on local communities. Ports and shippers have an equal duty to share the costs of both expansion and local mitigation of this expansion.

This freight movement discussion will involve contentious issues, which the public and private sector must negotiate. Yet in the past, such negotiations have been difficult to conduct. It would clearly be in the federal interest to ensure that all parties have a fair and open agreement about the costs and responsibilities regarding mitigation as a condition to the receipt of any federal funding in the freight movement area. Moreover, transportation funding (whether federal, state or local) which is available to address local transportation programs and projects should not be used to address national and international transportation issues.



And while there may be points of disagreement between the public and private sector in the freight movement area, local governments share with the railroads a desire to limit liability to third parties for train operations, in order to permit the increased shared use of rights-of-way. For example, railroads are unwilling to construct or operate within new Federal Railroad Administration permitted quiet zones unless local governments are willing to accept third party liability for incidents which might occur within these quiet zones. Most local governments do not have the financial resources to take on this potential liability. Moreover, railroads are requesting greater financial assurances from transit systems in order to permit new or increased services on their rights-of-way. In addition, with the expiration of the Terrorist Risk Insurance Act in December of 2007, the insurance industry will be left without the back up pooling protection that it needs in the event of another major terrorist event, which could easily be directed towards rail in America. The federal government should consider liability caps that would protect public and private entities in all of these areas. A group is being formed within the American Public Transportation Association to address this issue in detail and seek appropriate federal legislation if necessary.

In closing let me say that the next reauthorization will test our abilities to provide the most efficient and effective use of our scarce financial resources for transportation. There are many good experiences from the private sector to incorporate into this effort. However, as I have pointed out, there are also limitations on the private sector model, which can best be managed and mitigated at the local level. Whatever federal policies are put forward, they should provide for continued oversight by both the federal and local governments.





*BOARD COMMITTEE TRANSMITTAL*

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WV</sup>Wendy Knowles, Clerk of the Board  
**Subject:** Comments on 2007 Air Quality Management Plan

Regional Planning and Highways Committee

February 19, 2007

**Present:** Directors Amante, Dixon, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** Directors Cavecche and Glaab

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendations***

Direct staff to submit comments to the South Coast Air Quality Management District regarding the Draft 2007 Air Quality Management Plan.

***Committee Comments***

Staff's draft letter to the South Coast Air Quality Management District regarding the Air Quality Management Plan is provided to the full Board for review, which incorporates the February 19, 2007, Regional Planning and Highways Committee comments (Transmittal Attachment A).

The Committee requested that the letter from the City of Lake Forest regarding opposition to the San Joaquin Valley Rule 9510 be provided to the full Board (Transmittal Attachment B).



February 26, 2007

Dr. Barry Wallerstein  
Executive Officer  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765

Dear Dr. Wallerstein:

The Orange County Transportation Authority (OCTA) appreciates the opportunity to comment on the Draft 2007 Air Quality Management Plan (AQMP). OCTA understands that the control measures proposed in the Draft AQMP remain concepts at this point in time. With that in mind, OCTA offers the following comments and recommendations to help refine these concepts in the Final 2007 AQMP.

**EGM-01, Emission Reductions from New Development/Redevelopment Projects**

EGM-01 proposes increased emissions mitigation for new development and redevelopment projects, which could take the form of a new emission mitigation fee. Transportation projects are not explicitly excluded from the concept discussion. By inference, the control concept suggests that transportation construction emissions would be targeted by the rule because they are included in the scope of the San Joaquin Valley's similar indirect source rule, which is referenced in EGM-01. OCTA strongly believes that the San Joaquin Rule 9510 is an inappropriate model and opposes any imposition of a SCAQMD mitigation fee.

OCTA is concerned that this control measure, as written, could have counterproductive effects on transportation projects, including Transportation Control Measures, needed to reduce emissions from mobile sources in the South Coast Air Basin for the following reasons:

- 1) Regionally significant transportation projects and associated emissions are already included in the AQMP as part of the Regional Transportation Plan component. They are already accounted for as part of the on-road mobile source budget.
- 2) Construction emissions for regionally significant projects also are already accounted for in the AQMP as a line item in the on-road mobile source emissions budget.
- 3) If regionally significant transportation projects are also subject to EGM-01, emission benefits from such projects would be double-counted in the AQMP attainment demonstration.

- 4) Under recent California Environmental Quality Act (CEQA) case law, individual transportation project air quality analyses would probably show an adverse emission impact, even if the project was beneficial for emissions overall (e.g., adding high-occupancy vehicle lanes or new commuter rail service). System impacts of transportation projects are generally positive, even though narrow project analyses may not reveal this benefit.
- 5) Transportation on-road emissions have been and are expected to continue to decrease, even accounting for future population and vehicle growth, due to adopted controls in force now and in the future. There are transportation sectors such as pleasure craft where this is not true and where more effort should be devoted.
- 6) All OCTA projects subject to CEQA or National Environmental Protection Act quantify emissions and incorporate all reasonable and feasible mitigation measures. OCTA incorporates the latest cost-effective mitigation measures as they are identified and become commercially available. The latest version of this measure discussed with OCTA as part of the South Coast Air Quality Management District's (SCAQMD) EGM-01 stakeholder group would result in SCAQMD approval or disapproval of a project's emission mitigation package, which is currently the responsibility of the lead agency. OCTA is concerned about the potential for conflict between SCAQMD's proposed mitigation approval role and the lead agency responsibility to determine all reasonable and feasible project mitigations under CEQA.
- 7) Local transportation projects not included in the Regional Transportation Plan and Regional Transportation Improvement Program but subject to CEQA may fall within the scope of EGM-01. Again, an individual project may show emission increases under CEQA, yet contribute to system-wide emission reductions that offset their individual impact. If subjected to EGM-01, local transportation projects could be impacted by the increased cost of mitigation to levels below the CEQA standard of all reasonable and feasible measures, resulting in project delays that lead to increased congestion and associated emissions.
- 8) SCAQMD emission mitigation fees could substantially increase the cost and delay the implementation of regionally significant, voter-approved transportation projects.

OCTA strongly recommends that SCAQMD revise EGM-01 to reflect the important role that transportation projects already play in reducing emissions, remove them from the scope of this measure, and eliminate the potential for double-counting emission reductions provided by these projects.

### **FUG-03, Cutback Asphalt**

FUG-03 proposes to reduce emissions from asphalt paving applications by limiting the use of cutback asphalt and/or replacing it with emulsified asphalt. OCTA supports using cleaner emulsified asphalt as long as its durability and maintenance characteristics are cost-effective. OCTA recommends that the SCAQMD ensure that its regulatory concept is consistent with Caltrans' specifications for paving materials.

However, OCTA remains concerned with any asphalt control strategy that would prohibit or delay road construction or repairs during the smog season. Such a policy could result in safety and performance compromises that could lead to unintended increases in mobile source emissions. OCTA urges the SCAQMD to avoid seasonal limitations on asphalt use, and focus instead on widespread availability and use of cleaner emulsified asphalts year-round.

### **OFFRD-01, Construction and Industrial Fleet Modernization**

OFFRD-01 calls for an accelerated retrofit program for construction and industrial equipment operating on diesel fuel. The SCAQMD and the California Air Resources Board (CARB) are proposing different versions of a construction equipment rule that would mandate replacement or re-powering of current Tier 0, 1, and 2 equipment with Tier 3 equipment at the earliest practicable date. OCTA supports control measures that would increase the availability and use of clean construction equipment. However, OCTA cautions SCAQMD and CARB that the schedule for construction equipment clean-up must be realistic and within identifiable public and private financial resources. OCTA wishes to avoid the situation where stringent regulations prohibit the use of older construction equipment, when enough clean equipment is not yet in the marketplace, to allow timely construction of regionally significant transportation projects and Transportation Control Measures needed to reduce emissions.

### **MCS-02, Urban Heat Island**

This proposed measure seeks to provide incentives to voluntarily reduce volatile organic compounds or nitrogen oxide by lowering the ambient temperature through the use of lighter colored roofing and paving materials. The environmental and economic benefits of using light colored concrete, asphalt or ceramics over more traditional paving materials need to be quantified before transportation agencies can make educated decisions on the best materials for a given project. Before rules or guidance are adopted, OCTA recommends that this measure provide for further research and pilot testing of innovative paving materials that offer the reflective properties encouraged by this concept. OCTA also recommends that the final control measure concept emphasize identification of a range of appropriate materials commercially available for project sponsors to consider for each unique project.

OCTA also notes that reflective paving decisions are linked to other environmental choices that transportation agencies must make in designing projects. For example, asphalt used in transportation projects is made with recycled materials and can be recycled again when removed or replaced. To help in efforts to be environmentally responsible across all media impacted by transportation projects, OCTA would need to know whether the addition of reflective elements in our paving materials will affect other media such as water quality or the ability to recycle paving materials in the future.

#### **LTM-04, Global Warming**

This control measure concept proposes to capture criteria pollutant benefits of the State's new global warming initiative set forth in Assembly Bill 32. Governor Schwarzenegger's recent directive calls for a 10 percent reduction in mobile source greenhouse gases by 2020. OCTA recommends that the text of this control concept be updated to reflect this goal. The measures ultimately employed to reduce greenhouse gases will also reduce other regulated emissions. OCTA recommends the AQMP consider the related consequences of reducing greenhouses gases on other regulated emissions.

Thank you again for the opportunity to comment on the Draft AQMP. OCTA requests that the District address these concerns and recommendations in the Final 2007 AQMP. Please contact Michael Litschi at (714) 560-5581 to further discuss these comments.

Sincerely,

Arthur T. Leahy  
Chief Executive Officer

ATL:ml





January 10, 2007

Mr. Joseph Cassmassi  
Planning and Rules Manager  
Planning, Rule Development and Area Sources  
SCAQMD  
21865 Copley Drive  
Diamond Bar, CA 91765

Mayor  
Richard T. Dixon

Mayor Pro Tem  
Mark Tettemer

Council Members  
Peter Herzog  
Kathryn McCullough  
Marcia Rudolph

City Manager  
Robert C. Dunek

Subject: Draft 2007 Air Quality Management Plan

Dear Mr. Cassmassi:

It is our understanding that the Draft 2007 AQMP incorporates emissions growth management as one of the District's control strategies for stationary sources. Specifically, measure EGM-01 seeks emission reductions from new and redevelopment projects. Potential methods of control under this measure include the San Joaquin Valley Unified Air Control District's approach, which allows payment into a mitigation fund for PM10 and NOx reductions, or a California Environmental Quality Act (CEQA) mitigation fee program. These programs would apply to new development, including new housing projects.

On behalf of the Lake Forest City Council, I must express our opposition to any new fees that would apply to housing. Imposing fees on development would only serve to exacerbate the housing crisis in Southern California, and CEQA is already in place to address the environmental impacts of new development and redevelopment projects. New fees on housing to address environmental impacts are not warranted.

We are aware of alternative solutions to EGM-01 offered by other stakeholder groups, and we would support a proposal that would provide a viable and cost-effective approach to reduce construction, building component and mobile source emissions related to new development and redevelopment. Furthermore, I strongly urge the AQMD to eliminate from further consideration the EGM-01 options that call for residual fees based on the San Joaquin Valley Rule 9510 or other unspecified thresholds of significance to be determined by the AQMD. A residual AQMD fee, whether mandatory or voluntary, will force project sponsors to pay for future mobile source emissions that they cannot control and cannot feasibly mitigate through project changes.

The Lake Forest City Council appreciates your continual efforts to explore meaningful measures to reduce emissions in order to provide the quality of life we all enjoy in Southern California. However, any approach to emission reductions must also consider and balance the need for



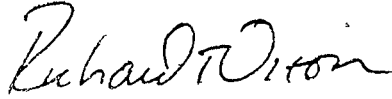
Mr. Joseph Cassmassi  
January 10, 2007

housing and growth within our community. To that end, it is vital that land use planning remain within the purview of cities and counties.

We look forward to working with you to revise EGM-01.

Sincerely,

CITY OF LAKE FOREST

A handwritten signature in black ink, appearing to read "Richard T. Dixon". The signature is written in a cursive, flowing style with a large initial "R".

Richard T. Dixon  
Mayor



**February 19, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Comments on 2007 Air Quality Management Plan

### **Overview**

The South Coast Air Quality Management District has released its Draft 2007 Air Quality Management Plan. Staff has reviewed the plan and prepared a set of initial comments. With Board of Directors approval, staff will submit a formal list of comments to the South Coast Air Quality Management District.

### **Recommendation**

Direct staff to submit comments to the South Coast Air Quality Management District regarding the Draft 2007 Air Quality Management Plan.

### **Background**

Every three years, the South Coast Air Quality Management District (SCAQMD) prepares an Air Quality Management Plan (AQMP), which outlines a multi-year strategy for reducing air pollution in Orange County and portions of Los Angeles, Riverside, and San Bernardino counties. The Draft 2007 AQMP proposes policies and control measures to help the South Coast Basin meet federal air quality standards, including stiff new guidelines for reducing levels of ground-level ozone and fine particulate matter. Orange County Transportation Authority (OCTA) Directors Bill Campbell and Miguel Pulido currently represent Orange County on the SCAQMD Governing Board.

### **Discussion**

The Draft 2007 AQMP contains a number of control-measure concepts that could impact OCTA by affecting project delivery, project costs, and the long-term maintenance of Orange County's streets and roads. OCTA staff has analyzed these proposed control measures in readiness to comment on the Final Draft 2007 AQMP and Draft Environmental Impact Report (DEIR), which

is scheduled to be released in late February. Detailed comments are included in Attachment A and summarized below.

The control measure of most concern relates to proposed emission reductions from new development and redevelopment projects. This mitigation could take the form of a new construction mitigation fee. Staff is seeking clarification from SCAQMD because transportation projects are not explicitly included in the measure, nor are they specifically excluded. If applied to transportation, this measure could impact all new transportation projects, including transit projects, that produce construction emissions above a threshold set by SCAQMD. A similar measure currently applies to transportation projects in the San Joaquin Valley Air District. Staff believes this measure could have counterproductive effects on air quality by potentially delaying transportation improvement projects, thus leading to increased traffic congestion and associated emissions.

The Draft 2007 AQMP also proposes reducing emissions from asphalt paving operations by limiting or prohibiting the use of certain types of asphalt during the smog season. Staff is concerned with any asphalt control strategy that could delay road construction and rehabilitation, or compromise the long-term quality of the pavement.

Other issues identified in the Draft 2007 AQMP include new rules that call for the accelerated replacement of diesel engines in older construction and industrial equipment with cleaner engines. While OCTA has demonstrated an ongoing commitment to clean-fuel technology, staff is concerned that transportation projects could be delayed if sufficient clean-air construction equipment cannot be obtained. The Draft 2007 AQMP also proposes providing incentives for using lighter colored roofing and paving materials. Staff believes further research must first be done to quantify the environmental and economic benefits of using such materials. Finally, staff proposes updating the language in a control measure regarding global warming to reflect Governor Arnold Schwarzenegger's recent directive calling for a 10 percent reduction in mobile source greenhouse gases by 2020.

#### Next Steps

The Final Draft 2007 AQMP and DEIR are scheduled to be released for public review in late February 2007. The SCAQMD plans to host a public workshop on the plan in Orange County in March 2007.

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***Summary***

Staff has reviewed the Draft 2007 AQMP and identified several proposed policies and control measures that could impact OCTA's ability to deliver local transportation projects. A list of initial comments on the Draft 2007 AQMP is included for Board of Directors review.

***Attachment***

A. Proposed Comments on Draft 2007 Air Quality Management Plan

**Prepared by:**



Michael A. Litschi  
Section Manager, Long-Range Strategies  
(714) 560-5581

**Approved by:**



Paul C. Taylor, P.E.  
Executive Director, Development  
(714) 560-5431



**Proposed Comments on Draft 2007 Air Quality Management Plan**

**EGM-01, Emission Reductions from New Development/Redevelopment Projects**

EGM-01 proposes increased emissions mitigation for new development and redevelopment projects. This mitigation could take the form of a new construction mitigation fee. Transportation projects are not explicitly included in the concept discussion, nor are they excluded. By inference, the control concept suggests that transportation construction emissions would be targeted by the rule because they are already included in the scope of the San Joaquin Valley's similar indirect source rule.

The Orange County Transportation Authority (OCTA) is concerned that this control measure, as written, could have counterproductive effects on transportation projects, including Transportation Control Measures, needed to reduce emissions from mobile sources in the South Coast Air Basin for the following reasons:

- 1) Regionally significant transportation projects and associated emissions are already included in the Air Quality Management Plan (AQMP) as part of the Regional Transportation Plan component. They are already accounted for and part of the on-road mobile source budget.
- 2) Construction emissions for regionally significant projects also are already accounted for in the AQMP as a line item in the on-road mobile source emissions budget.
- 3) If regionally significant transportation projects are also subject to EGM-01, emission benefits from such projects would be double-counted in the AQMP attainment demonstration.
- 4) Under recent California Environmental Quality Act (CEQA) case law, individual transportation project air quality analyses would probably show an adverse emission impact, even if the project was beneficial for emissions overall (e.g., adding high-occupancy vehicle lanes or new commuter rail service). System impacts of transportation projects are generally positive, even though narrow project analyses may not reveal this benefit.
- 5) Transportation on-road emissions have been and are expected to continue to decrease, even accounting for future population and vehicle growth, due to adopted controls in force now and in the future. There are transportation sectors such as pleasure craft where this is not true and where more effort should be devoted.
- 6) All OCTA projects subject to CEQA or National Environmental Protection Act quantify emissions and incorporate all reasonable and feasible mitigation

measures. OCTA incorporates the latest cost-effective mitigation measures as they are identified and become commercially available. The latest version of this measure discussed with OCTA as part of the South Coast Air Quality Management District's (SCAQMD) EGM-01 stakeholder group would result in SCAQMD approval or disapproval of a project's emission mitigation package, which is currently the responsibility of the lead agency. OCTA is concerned about the potential for conflict between SCAQMD's proposed mitigation approval role and the lead agency responsibility to determine all reasonable and feasible project mitigations under CEQA.

- 7) Local transportation projects not included in the Regional Transportation Plan and Regional Transportation Improvement Program but subject to CEQA may fall within the scope of EGM-01. Again, an individual project may show emission increases under CEQA, yet contribute to system-wide emission reductions that offset their individual impact. If subjected to EGM-01, local transportation projects could be impacted by the increased cost of mitigation to levels below the CEQA standard of all reasonable and feasible measures, resulting in project delays that lead to increased congestion and associated emissions.

OCTA strongly recommends that SCAQMD revise this EGM-01 to reflect the important role that transportation projects already play in reducing emissions, remove them from the scope of this measure, and eliminate the potential for double-counting emission reductions provided by these projects.

### **FUG-03, Cutback Asphalt**

FUG-03 proposes to reduce emissions from asphalt paving applications by limiting the use of cutback asphalt and/or replacing it with emulsified asphalt. OCTA supports using cleaner emulsified asphalt as long as its durability and maintenance characteristics are cost-effective. OCTA recommends that the SCAQMD ensure that its regulatory concept is consistent with Caltrans' specifications for paving materials.

However, OCTA remains concerned with any asphalt control strategy that would prohibit or delay road construction or repairs during the smog season, which would result in safety and performance compromises that could lead to unintended increases in mobile source emissions. OCTA urges the SCAQMD to avoid seasonal limitations on asphalt use, and focus instead on widespread availability and use of cleaner emulsified asphalts year-round.

### **OFFRD-01, Construction and Industrial Fleet Modernization**

OFFRD-01 calls for an accelerated retrofit program for construction and industrial equipment operating on diesel fuel. The SCAQMD and the California Air Resources Board (CARB) are proposing different versions of a construction equipment rule that would mandate replacement or re-powering of current Tier 0, 1, and 2 equipment with Tier 3 equipment at the earliest practicable date. OCTA supports control measures



that would increase the availability and use of clean construction equipment. However, OCTA cautions SCAQMD and CARB that the schedule for construction equipment clean-up must be realistic and within identifiable public and private financial resources. OCTA wishes to avoid the situation where stringent regulations prohibit the use of older construction equipment, when enough clean equipment is not yet in the marketplace, to allow timely construction of regionally significant transportation projects and Transportation Control Measures needed to reduce emissions.

### **MCS-02, Urban Heat Island**

This proposed measure seeks to provide incentives to voluntarily reduce volatile organic compounds or nitrogen oxide by lowering the ambient temperature through the use of lighter colored roofing and paving materials. The environmental and economic benefits of using light colored concrete, asphalt or ceramics over more traditional paving materials need to be quantified before transportation agencies can make educated decisions on the best materials for a given project. Before rules or guidance are adopted, OCTA recommends that this measure provide for further research and pilot testing of innovative paving materials that offer the reflective properties encouraged by this concept. OCTA also recommends that the final control measure concept emphasize identification of a range of appropriate materials commercially available for project sponsors to consider for each unique project.

OCTA also notes that reflective paving decisions are linked to other environmental choices that transportation agencies must make in designing projects. For example, asphalt used in transportation projects is made with recycled materials and can be recycled again when removed or replaced. To help in efforts to be environmentally responsible across all media impacted by transportation projects, OCTA would need to know whether the addition of reflective elements in our paving materials will affect other media such as water quality or the ability to recycle paving materials in the future.

### **LTM-04, Global Warming**

This control measure concept proposes to capture criteria pollutant benefits of the state's new global warming initiative set forth in Assembly Bill 32. Governor Schwarzenegger's recent directive calls for a 10 percent reduction in mobile source greenhouse gases by 2020. OCTA recommends that the text of this control concept be updated to reflect this goal and the approximate mobile source criteria pollutant reduction benefits associated with it.





BOARD COMMITTEE TRANSMITTAL

**February 20, 2007**

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

**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board

**Subject:** Cooperative Agreements with the Cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin for Go Local Program

This item will be considered by the Transit Planning and Operations Committee on February 22, 2007. Following Committee consideration of this matter, staff will provide you with a summary of the discussion and action taken by the Committee.

Please call me if you have any comments or questions concerning this correspondence. I can be reached at (714) 560-5676.





**February 22, 2007**

**To:** Transit Planning and Operations Committee

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

**Subject:** Cooperative Agreements with Cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin for the Go Local Program

**Overview**

The Orange County Transportation Authority proposes to enter into cooperative agreements with the cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin to establish roles and responsibilities and define proposed project concepts for Go Local step one.

**Recommendations**

- A. Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0050 between the Orange County Transportation Authority and the City of Buena Park, in an amount not to exceed \$100,000, to conduct a transit feeder needs assessment for the Buena Park Metrolink Station.
- B. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0821 between the Orange County Transportation Authority and the City of Dana Point, in an amount not to exceed \$100,000, to assess transit connections for residents, visitors, and employees between Dana Point and the San Juan Capistrano and San Clemente train stations.
- C. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0782 between the Orange County Transportation Authority and the City of Garden Grove, in an amount not to exceed \$100,000, to assess opportunities for a north/south transit connection to the Anaheim Regional Transportation Intermodal Center.

**Cooperative Agreements with Cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin for the Go Local Program**

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**Page 2**

- D. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0801 between the Orange County Transportation Authority and the City of Huntington Beach, in an amount not to exceed \$100,000, to analyze new alternatives for regional connections to the Anaheim Regional Transportation Intermodal Center.
- E. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0723 between the Orange County Transportation Authority and the City of Irvine, in an amount not to exceed \$100,000, to initiate a shuttle system in the Irvine Business Center and integrate findings regarding feeder transit services from several City of Irvine studies into one report.
- F. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0754 between the Orange County Transportation Authority and the City of Laguna Niguel, in an amount not to exceed \$100,000, for studies to assure adequate vehicular, pedestrian, and bicycle access to the expanded Laguna Niguel train station.
- G. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0807 between the Orange County Transportation Authority and the City of Mission Viejo, in an amount not to exceed \$100,000, to apply the results of the Orange County Transportation Authority's South County Transit Study to assess a local circulation network tied to Metrolink.
- H. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0806 between the Orange County Transportation Authority and the City of Rancho Santa Margarita, in an amount not to exceed \$100,000, to identify and study potential transportation alternatives for service to the Irvine Metrolink Station.
- I. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0815 between the Orange County Transportation Authority and the City of San Juan Capistrano, in an amount not to exceed \$100,000, to assess ways to provide an easy-access link from the City of San Juan Capistrano's station to destinations within their tri-city area.

- J. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0692 between the Orange County Transportation Authority and the City of Santa Ana, in an amount not to exceed \$100,000, for the study of four transit feeder service alignments to connect to the Santa Ana Regional Transportation Center train station.
- K. Authorize the Chief Executive Officer to execute Cooperative Agreement C-7-0033 between the Orange County Transportation Authority and the City of Stanton, in an amount not to exceed \$100,000, to participate in a multi-city study of alternative connections to Metrolink with a focused study on how improve pedestrian facilities and local transit access to the City of Stanton's economic development area.
- L. Authorize the Chief Executive Officer to execute Cooperative Agreement C-6-0799 between the Orange County Transportation Authority and the City of Tustin in an amount not to exceed \$100,000, to improve multi-modal access to the city's Metrolink station.

***Background***

On February 27, 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the Go Local program, a four-step process for city-initiated rapid transit planning using both Measure M and Renewed Measure M funds. At the January 25, 2007, meeting of the Transit Planning and Operations Committee, there were many questions about the criteria for eligibility for Go Local funding. Steps one and two, funded by Measure M, encourage broad local creativity and planning to identify locally acceptable options to implement the High Technology Advanced Rail Transit Project of Measure M. Step one Go Local projects must comply with that transit project description, which states:

"This 20 Year Plan element will also provide matching funds to encourage local development of extensions to major activity centers. The primary improvements will be along the Los Angeles to San Diego (LOSSAN) rail corridor, with nine stops at San Juan Capistrano, San Clemente, Mission Viejo, Irvine, North Irvine, Santa Ana, Anaheim, Fullerton, and Buena Park. The extension will provide access between the primary rail system and employment centers."

In step one, local agencies formulate and study their own project concepts with minimal direction from OCTA. Collaboration is encouraged but not required. Cities submit a project concept and request up to \$100,000 in 1990 Measure M funds. After an 8 to 12 month study, a city submits its results and may compete for step two funding to further develop their concept and test its viability. Step two projects must also comply with 1990 Measure M and any other subsequently Board-adopted policy guidance. Steps three and four are funded by Renewed Measure M and emphasize implementing the most viable projects.

Since the Go Local program's inception, the cities have worked to develop concepts and investigate partnering with adjacent cities, and OCTA staff have worked closely with them. Attachment A summarizes these project concepts and the additional 12 project concepts presented for OCTA approval in this report. Attachments B and C provide a status report.

### ***Discussion***

The Board has already approved project concepts and cooperative agreements with six cities. Twelve cities have presented the project concepts described below. The Board is being asked to approve a cooperative agreement along with each project concept.

#### **Buena Park**

The City of Buena Park proposes to conduct a transit feeder feasibility and needs assessment study, which they hope to do in conjunction with the cities of La Palma and Cypress. The City of Buena Park intends to serve as lead city in this effort, which will focus on such activity centers as Buena Park's entertainment center, Knott's Berry Farm, Cypress College, Cypress Senior Center, La Palma's Centerpointe, and the racetrack (Attachment D).

#### **Dana Point**

The City of Dana Point proposes to add to the planning work currently underway in San Clemente, in which an operating Downtown Trolley Committee, previously chaired by former OCTA Director Ritschel, is using Go Local funding to help launch a circulator service connecting San Clemente's downtown, the beach, and the Metrolink station. The



cities of Dana Point, San Clemente, and San Juan Capistrano will pursue a sub-regional planning effort with focused studies for each of the cities' specific interests (Attachment E).

#### **Garden Grove**

The City of Garden Grove intends to participate in a consortium to pursue a study of transit utilizing existing rail rights-of-way wherever possible to serve west Orange County and Garden Grove, in particular between Huntington Beach and the Anaheim Metrolink train station (Attachment F).

#### **Huntington Beach**

The City of Huntington Beach will participate in a consortium to pursue a study of transit opportunities utilizing existing rail rights-of-way wherever possible to serve west Orange County between Huntington Beach and the Anaheim Metrolink train station. Huntington Beach will lead this multiple city effort. City of Huntington Beach staff members have prepared partnering agreements and begun drafting a request for consultant assistance to conduct the study (Attachment G).

#### **Irvine**

The City of Irvine will apply Go Local funds to: (a) finalize planning and launch a shuttle connecting the Irvine Business Complex to the Tustin Metrolink station and (b) prepare a report on how the transit options in the City of Irvine's Guideway Demonstration Project report, the Irvine Station Master Plan, the Spectrum Area Transit Plan, the Great Park Shuttle System report, and the Long-Range Transportation Plan will enhance access to the Irvine Station (Attachment H)

#### **Laguna Niguel**

The City of Laguna Niguel will combine Go Local funds with general funds and a \$169,000 federal grant to ensure that the City of Laguna Niguel station site will function well as the southern terminus of the expanded Metrolink service and will integrate with the surrounding area. Go Local funds will assess vehicular circulation improvements, access to the Metrolink station, the need for new pedestrian or bicycle connections to surrounding businesses and

parking facilities, street widenings and connections, and space for bus turnarounds, taxi queuing, and/or kiss and ride, etc. (Attachment I).

#### **Mission Viejo**

The City of Mission Viejo will assess opportunities to link the Laguna Niguel/Mission Viejo Metrolink station to destinations in and around Mission Viejo. Their project concept proposes to start with the South County Transit study, conduct a community survey, and then add the necessary technical work to assess local feeder system options to connect to Metrolink (Attachment J).

#### **Rancho Santa Margarita**

The City of Rancho Santa Margarita proposes to assess the need to foster better transit connections to Metrolink and then develop a proposal to deliver those improvements. The assessment will start by defining opportunities and constraints through focus group meetings with stakeholders, followed by assessing the city's taxi voucher program and existing OCTA bus routes connecting the city to the Irvine train station, and concluding with a discussion of other transit options and possible applications for this situation (Attachment K).

#### **San Juan Capistrano**

The City of San Juan Capistrano will work with the cities of Dana Point and San Clemente to help launch a circulator service connecting the three cities to the two train stations and provide a sub-regional planning effort to increase access to Metrolink, making bus and rail transit more useful for visitors and residents (Attachment L).

#### **Santa Ana**

The City of Santa Ana proposes to study in more detail the transit feeder alignment concepts recently developed in the Santa Ana Transit Master Plan, which are proposed to connect the Santa Ana Regional Transportation Center (train station) to Civic Center Drive/downtown, Main Place, Bowers Museum district, and the South Coast Metro area. Other options to be

considered include access to the train station from bus rapid transit, 17th Street, and Edinger Avenue (Attachment M ).

#### **Stanton**

The City of Stanton will participate in the multiple city consortium study led by the City Huntington Beach to assess utilizing existing rail rights-of-way wherever possible to serve west Orange County (Attachment N).

#### **Tustin**

The City of Tustin will pursue a broad-based study, attempting to address its short- and long-term Metrolink passenger parking shortfall, identify demand for transit feeder service to the Tustin station from existing Tustin destinations and major generators outside city boundaries (such as the Irvine Business Complex), and from future generators such as Tustin Legacy (Attachment O).

#### **Upcoming Project Concepts**

Staff will continue to work with the remaining 16 cities on developing their project concepts. Staff will bring each project concept and cooperative agreement to the Board for review and approval.

#### ***Summary***

Staff recommends Board approval for the Chief Executive Officer to execute cooperative agreements, in an amount not to exceed \$100,000 each, with the cities of Buena Park, Dana Point, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Stanton, and Tustin.

***Attachments***

- A. City Projects Concepts Summary Table
- B. Go Local Status Report
- C. Go Local Program Status
- D. Cooperative Agreement No. C-7-0050 between Orange County Transportation Authority and City of Buena Park for City-Initiated Transit Extensions to Metrolink
- E. Cooperative Agreement No. C-6-0821 between Orange County Transportation Authority and City of Dana Point for City-Initiated Transit Extensions to Metrolink
- F. Cooperative Agreement No. C-6-0782 between Orange County Transportation Authority and City of Garden Grove for City-Initiated Transit Extensions to Metrolink
- G. Cooperative Agreement No. C-6-0801 between Orange County Transportation Authority and City of Huntington Beach for City-Initiated Transit Extensions to Metrolink
- H. Cooperative Agreement No. C-6-0723 between Orange County Transportation Authority and City of Irvine for City-Initiated Transit Extensions to Metrolink
- I. Cooperative Agreement No. C-6-0754 between Orange County Transportation Authority and City of Laguna Niguel for City-Initiated Transit Extensions to Metrolink
- J. Cooperative Agreement No. C-6-0807 between Orange County Transportation Authority and City of Mission Viejo for City-Initiated Transit Extensions to Metrolink
- K. Cooperative Agreement No. C-6-0806 between Orange County Transportation Authority and City of Rancho Santa Margarita for City-Initiated Transit Extensions to Metrolink
- L. Cooperative Agreement No. C-6-0815 between Orange County Transportation Authority and City of San Juan Capistrano for City-Initiated Transit Extensions to Metrolink
- M. Cooperative Agreement No. C-6-0692 between Orange County Transportation Authority and City of Santa Ana for City-Initiated Transit Extensions to Metrolink
- N. Cooperative Agreement No. C-7-0033 between Orange County Transportation Authority and City of Stanton for City-Initiated Transit Extensions to Metrolink

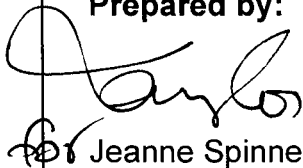
**Cooperative Agreements with Cities of Buena Park,  
Dana Point, Garden Grove, Huntington Beach, Irvine,  
Laguna Niguel, Mission Viejo, Rancho Santa Margarita,  
San Juan Capistrano, Santa Ana, Stanton, and Tustin for the  
Go Local Program**

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- O. Cooperative Agreement No. C-6-0799 between Orange County Transportation Authority and City of Tustin for City-Initiated Transit Extensions to Metrolink

**Prepared by:**



JSL  
Jeanne Spinner LaMar  
Manager, Local Initiatives  
714-560-5663

**Approved by:**



Paul C. Taylor, P.E.  
Executive Director, Development  
714-560-5431



# City Project Concepts Summary Table

City	Go Local Funds	Submitted to TP&O* (T) or Board (B)	Concept
Buena Park	\$100,000	2/22/2007 (T)	As lead City in a tri-city partnership, conduct a transit feeder feasibility, planning and needs assessment related to the implementation of local circulators to improve local mobility and regional connectivity from key districts throughout these partnering cities to the Buena Park Metrolink Station.
Dana Point	\$100,000	2/22/2007 (T)	As part of a three-city collaboration of Dana Point, San Juan Capistrano (SJC) and San Clemente (SC), provide a Dana Point-link from the SJC and SC train stations to Dana Point and various destinations throughout the tri-city area for residents and especially visitors.
Garden Grove	\$100,000	2/22/2007 (T)	In collaboration with a Huntington Beach-led consortium, assess opportunities for a North/South transit connection, giving priority to a rail system along the Union Pacific Railroad right of way.
Huntington Beach	\$100,000	2/22/2007 (T)	Lead city in a multi-city collaboration of Huntington Beach, Stanton, Garden Grove and Anaheim to-date, analyze the possibility to provide a new alternative to regional travel which would help alleviate freeway and arterial congestion, improve air quality and improve the mobility and quality of life for residents, businesses and visitors of West/Central Orange County.
Irvine	\$100,000	2/22/2007 (T)	To improve Traffic circulation in the Irvine Business Center (IBC) by providing a shuttle system that will serve as a direct connection from the IBC to the Tustin Metrolink Station.
Laguna Niguel	\$100,000 (augmenting \$169,000 in federal grants)	01/25/2007 (T) 2/22/2007 (T)	Using Laguna Niguel as a terminus station for expanded Metrolink Service, accommodate rail expansion in conjunction with new development in the nearby area by providing safe, convenient and better pedestrian, vehicular, bus and bicycle access to the station.

## City Project Concepts Summary Table

City		Go Local Funds		Submitted to TP&O* (T) or Board (B)	Concept
Mission Viejo	\$100,000			01/25/2007 (T) 2/22/2007 (T)	Improve local mobility and regional connectivity through continuing and augmenting the work begun as a result of OCTA's South County Transit Study by developing a local fixed-route local circulation network offering direct connections to Metrolink stations and other OCTA routes.
Rancho Santa Margarita	\$100,000			2/22/2007 (T)	Identify and study potential transportation alternatives which will serve the city and the Laguna Niguel/Mission Viejo station to improve the mobility of residents and commuters and reduce traffic congestion throughout the community.
San Juan Capistrano	\$100,000			01/25/2007 (T) 2/22/2007 (T)	As part of a three-city collaboration of San Juan Capistrano, Dana Point and San Clemente, assess ways to provide an easy-access link from the SJC train station, in particular, to various destinations throughout the tri-city area for residents, visitors and commuters.
Santa Ana	\$100,000			2/22/2007 (T)	Study four transit feeder service alignments which will connect the downtown area, key points of interest and the Santa Ana Metrolink Station to provide improved regional connectivity for visitors, commuters and residents.
Stanton	\$100,000 \$50,000 to local transit access improvement assessment \$50,000 to multi-city alternative transit study			01/25/2007 (T) 2/22/2007 (T)	Improve pedestrian facilities and local transit access to Stanton's economic development areas including the major activity center at Katella and Beach. In city collaboration, interested in the transit alternatives and possible route opportunities for Stanton residents, visitors and business travelers.
Tustin	\$100,000			01/25/2007 (T) 2/22/2007 (T)	Improve multi-modal access (transit, trolley, pedestrian and bicycle) to the train station through the evaluation and identification of feasible short term and long term transportation improvement measures.



## City Project Concepts Summary Table

City		Go Local Funds		Submitted to TP&O* (T) or Board (B)	Concept
Anaheim		\$100,000 (augmenting \$300,000 in city funds)		11/13/2006 (B)	Lead city in a three city collaboration of Anaheim, Orange, and Villa Park to devise better transit access to Anaheim Canyon Station and to/from key employment areas and both Orange and ARTIC stations.
Orange		\$100,000 60,000 to Orange station pedestrian access study; \$40,000 three city transit access/planning		11/13/2006 (B)	Improve pedestrian access by planning more accessible, pedestrian friendly continuous pedestrian access between downtown and Orange station. In city collaboration, particularly interested in identifying feeder service opportunities to both stations for those with Orange destinations.
Villa Park		\$100,000		11/13/2006 (B)	Assess community interest in having service to station, and if warranted prepare initial route plans.
Aliso Viejo		\$100,000		11/13/2006 (B)	Develop multidisciplinary transit plan maximizing appeal of transit service between Aliso Viejo Town Center and Laguna Niguel Station through wide range of employer, developer, transit and route planning amenities.
Laguna Beach		\$100,000		11/13/2006 (B)	In conjunction with tourism interests and adjacent station cities develop a plan to connect city's fixed route system to Metrolink to serve key markets.
San Clemente		\$100,000		11/13/2006 (B)	Address implementation issues of city's plan to operate a trolley service connecting the Metrolink station, beach area, and downtown San Clemente. Consider opportunities for coordination with adjacent communities.

Previously approved by  
OCTA Board



## Go Local Status Report

City	Workshop	TAC Brief	Initial Mtg w/ OCTA	Follow up Mtg/Call	Project Concept in Progress	Partnering in Progress	Project Concept Complete	Partnering Complete	Council Approved	OCTA Approval in Progress	OCTA Approved	RFP Prepared/Circulated	RFP Awarded/Work Started	Comments
Aliso Viejo	X		X	X	X		X		X	N/A	X			Approved 11/13/06
Anaheim	X	X	X	X	X	X	X		X	N/A	X	X	X	Approved 11/13/06
Brea	X		X	X	X	X								Discussions with partnering cities ongoing
Buena Park	X	X	X	X	X	X	X		X	X				Approved by Council 1/23/07; TP&O* 2/22/07
Costa Mesa	X		X	X			X							Council rejected staff proposed concept
Cypress			X	X	X									Concept development in conjunction w/ Buena Park (lead city); Presentatio made to city council
Dana Point		X	X	X	X	X	X		X	X				TP&O* 2/22/07
Fountain Valley	X	X	X	X	X	X								Discussions with city staff ongoing
Fullerton		X	X	X	X									
Garden Grove		X	X	X	X	X	X		X	X				TP&O* 2/22/07
Huntington Beach	X	X	X	X	X	X	X		X	X				TP&O* 2/22/07
Irvine	X	X	X	X	X	X	X		X	X				Approved by Council 1/23/07; TP&O* 2/22/07
La Habra	X		X	X	X	X								Brea to be lead
La Palma			X	X	X	X								Concept development in conjunction w/ Buena Park (lead city)
Laguna Beach	X	X	X	X	X	X	X		X	N/A	X		X	Approved 11/13/06
Laguna Hills		X	X	X	X	X								
Laguna Niguel	X	X	X	X	X	X	X		X	X				TP&O* 2/22/07
Laguna Woods	X	X	X	X	X	X								
Lake Forest	X		X	X	X									
Los Alamitos			X	X										
Mission Viejo	X	X	X	X	X	X	X		X	X				TP&O* 2/22/07
Newport Beach		X												
Orange	X	X	X	X	X	X	X		X	N/A	X			Approved 11/13/06
Placentia	X		X	X	X									Brea to be lead
Rancho Santa Margarita		X	X	X	X	X	X		X	X		X		Council approved 1/10; TP&O* 2/22/07
San Clemente	X	X	X	X	X	X	X		X	N/A	X			Approved 11/13/06; lead with DP** & SJC***
San Juan Capistrano	X	X	X	X	X	X	X		X	X				TP&O* 2/22/07; partnering w/ DP** & SC****
Santa Ana	X	X	X	X	X	X	X			X				Approved by Council 2/2/07; TP&O* 2/22/07
Seal Beach			X	X	X									
Stanton	X	X	X	X	X	X	X		X	X				TP&O* 2/22/07
Tustin	X	X	X	X	X	X	X		X	X				TP&O* 2/22/07
Villa Park		X	X	X	X	X	X		X	N/A	X			Approved 11/13/06
Westminster		X	X	X	X	X	X							Council deferred project concept pending further discussion
Yorba Linda	X		X	X	X	X								Brea to be lead

\*TP&amp;O = Transit Planning and Operations Committee

\*\*DP = Dana Point

\*\*\*SJC = San Juan Capistrano

\*\*\*\*SC = San Clemente

Approved 6

Scheduled (Council/OCTA)

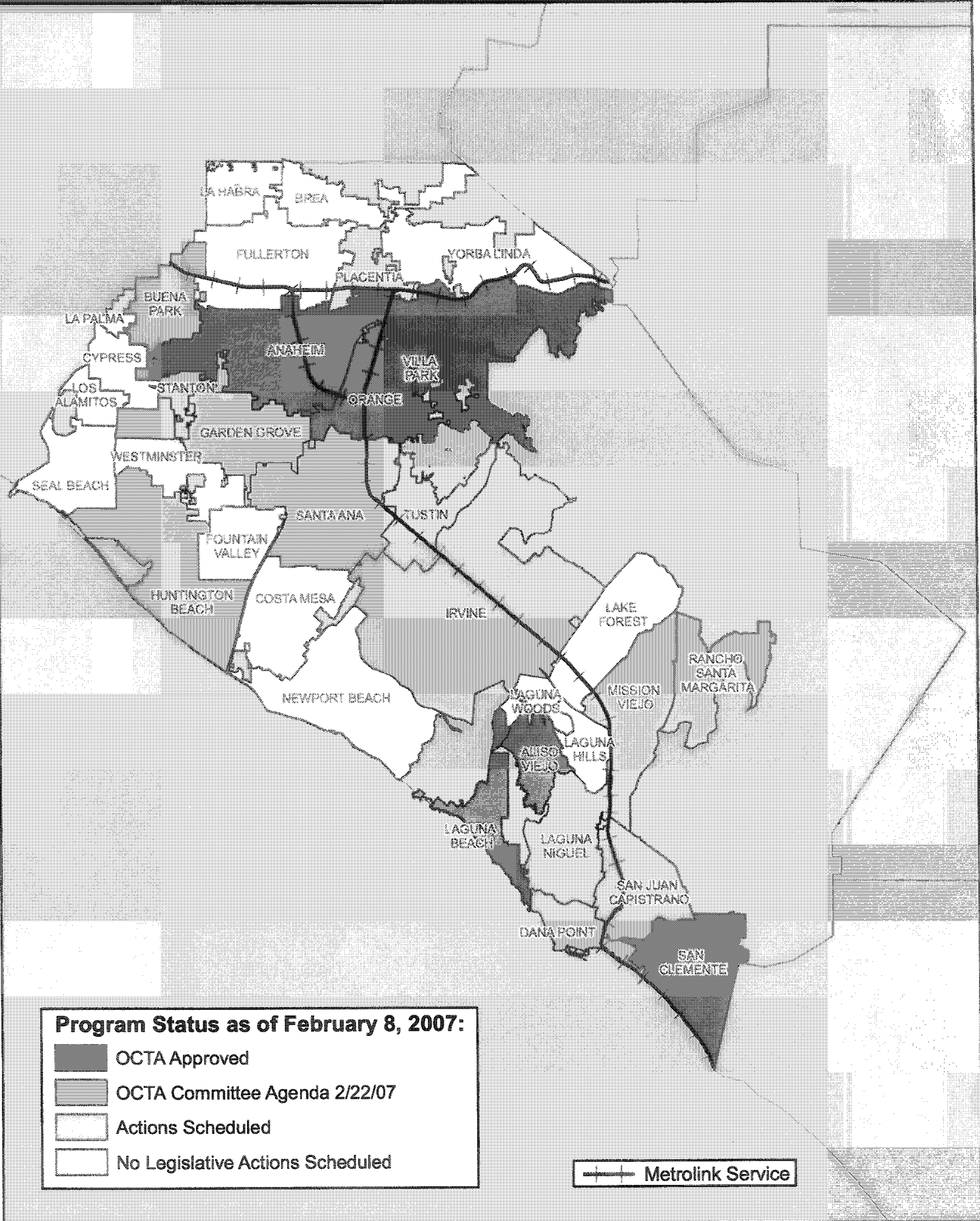
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Pending

16



## Go Local Program Status



**COOPERATIVE AGREEMENT NO. C- 7-0050**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF BUENA PARK**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this 23rd day of January

2007, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Buena Park, 6650 Beach Blvd., Buena Park, CA 90622, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Buena Park residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

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**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

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1 C. Additional Funding- Funding beyond what has been identified in Article 5.  
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 3 date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to  
 4 the any future step in the GO LOCAL process.

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6 CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

7 A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work.  
 8 However, CITY may designate pursuant to a written partnership letter of agreement that another city  
 9 participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a  
 10 copy of this letter within ten (10) days after the agreement has been executed.

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 12 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
 13 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

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 16 Progress Report," attached to and, by this reference, incorporated in and made part of this  
 17 Agreement. CITY shall be required to produce a final written report of its findings,  
 18 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
 19 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
 20 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
 21 reference, incorporated in and made part of this Agreement.

22 D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
 23 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
 24 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
 25 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
 26 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

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E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

#### ARTICLE 5. PAYMENT

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of Buena Park

6650 Beach Blvd.

Buena Park, CA 90622

Attention: Dennis D. Barnes

Traffic and Transportation Manager

(714/562-3696); dbarnes@buenapark.com

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.


J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.


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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-0050 to be executed on the date first above written.

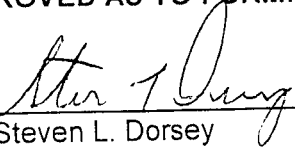
**CITY OF BUENA PARK**

By:   
Rick Warsinski  
City Manager

**ATTEST:**

By:   
Shalice Reynoso  
City Clerk

**APPROVED AS TO FORM:**

By:   
Steven L. Dorsey  
City Attorney

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kennard Smart, Jr.  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



## **STEP ONE: PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

### **A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

- ☒ **Needs Assessments**  
What are the transit needs? Identify populations, congestion areas, etc.
- ☒ **Coordinating Transit and Land Use**  
How can a transit project support your city's land use planning policies/projects and vice versa?
- ☒ **Route Planning**  
Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?
- ☒ **Public policy /public support**  
Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

#### **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

#### **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

### **B. Project Overview**

The City of Buena Park proposes to use GO LOCAL funding allocated by the Orange County Transportation Authority (OCTA) to conduct a needs analysis and feeder service transit connection study related to the implementation of local circulation routes to improve local mobility and regional connectivity. The City of Buena Park connection study will include public outreach to both transit and non-transit users, focus group



meetings, identifying possible transit alternatives such as the use of shuttle buses, a trolley system, or express/business shuttles.

The proposed transit feeder could link key districts and amenities in Buena Park, Cypress and La Palma by connecting the train station and designated bus stops in each city. Buena Park will be an active transportation hub with Metrolink beginning service in April, 2007. Potential stops may include destinations along Buena Park's entertainment zone (E-Zone) including Knott's Berry Farm, Buena Park Mall, Cypress College, Los Alamitos Race Track, La Palma's CenterPointe, as well as business parks, medical facilities, and senior/community centers in these three cities.

The transit feeder service could also provide transportation for commuters and for visitors who utilize the train. The cities see the transit feeder as an integral component of the local transportation network as it would expand the opportunities for mobility, alleviate traffic congestion, and enhance the overall quality of life for residents and visitors.

The City of Buena Park will secure the services of a professional transit consulting firm(s) to conduct the necessary studies and analysis. It is anticipated that the study will take up to 12 months to complete and will result in the development of a master plan for local transit service consistent with OCTA and the City of Buena Park's objectives to provide local connections to the new Buena Park Metrolink Station and to improve access and availability of transportation to residents.

### **C. Partners**

The City of Buena Park agrees to lead the effort required to research, analyze and produce a final report based on the above concept. Such efforts include coordinating the performance of work; day-to-day management; hiring, managing and reimbursing any outside consultants to conduct the required studies; and facilitating team meetings. Buena Park's partnering cities will include the Cities of Cypress and La Palma.

The two participating Cities agree to allocate the following portion of their OCTA Go Local Funding to the City of Buena Park, as Lead Agency, for use in completing the necessary reports and studies as follows:

Cypress	\$85,000.00
La Palma	\$90,000.00

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ♦ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
- ♦ We've been doing some or all  
of the work in-house
- ♦ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in attachment:

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives**  
**550 South Main Street**  
**P.O. Box 14184**  
**Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15



**COOPERATIVE AGREEMENT NO. C-6-0821**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF DANA POINT**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Dana Point, 33282 Golden Lantern, Dana Point, California, 92629, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Dana Point residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and to provide access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and



1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       **ARTICLE 2. SCOPE**

23       A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed by CITY. CITY agrees to provide all  
25 services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both  
26 AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities

covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

### **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

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4     AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been  
5     executed.

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11    Progress Report," attached to and, by this reference, incorporated in and made part of this  
12    Agreement. CITY shall be required to produce a final written report (Final Report) of its findings,  
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14    completion date of this Agreement. The Final Report will include the elements described in Exhibit  
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19    Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
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22    through eminent domain or as matching funds to implement land development, all monies funded to  
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25    developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
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F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. The AUTHORITY shall make a good faith effort to make existing modeling results available to CITY within 2 business days of the CITY's written request.

#### **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

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B. Termination For Cause - AUTHORITY may terminate this Agreement any time for cause, in whole or part, by giving CITY written notice thereof.

C. Termination For Convenience - AUTHORITY may request to terminate this Agreement for convenience by giving, at a minimum, thirty (30) days written notice to the other party specifying the effective date of termination.

D. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

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To CITY:

City of Dana Point

33282 Golden Lantern

Dana Point, CA 92629

ATTENTION: Christy Teague

Economic Development Manager

(949/248-3519); cteague@danapoint.org

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

H. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

I. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

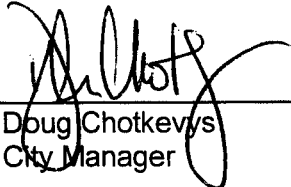
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L. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

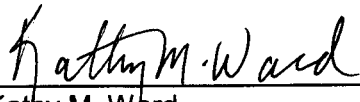
This Agreement shall be made effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0821 to be executed on the date first above written.

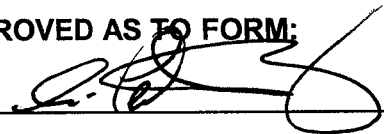
**CITY OF DANA POINT**

By:   
Doug Chotkevys  
City Manager

**ATTEST:**

By:   
Kathy M. Ward  
City Clerk

**APPROVED AS TO FORM:**

By:   
Rutan & Tucker  
City Attorney

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_





**AGREEMENT C-6-0821  
EXHIBIT A**

**GO LOCAL**

**STEP ONE PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

**A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

☒ **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

☐ **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

☒ **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

☐ **Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

☒ **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

☐ **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

**B. Project Overview**

The City of Dana Point (City) is interested in exploring opportunities for a multipurpose trolley system that will service the Metrolink stations in San Juan Capistrano, San Clemente and beyond. The City will evaluate partnership for this effort for a mutually beneficial transit service with the Cities of San Juan Capistrano and San Clemente.

The study will target the tourism community, commuters (both existing and future), and residents within the Cities of Dana Point, San Juan Capistrano, and San Clemente. A trolley system could lessen the parking demands in the Dana Point Harbor and Town Center areas. The study will identify destinations and activity centers for potential trolley stops and service through the community (e.g., Dana Point Harbor, Town Center, beaches, and the Headlands) as well as provide a linkage with the neighboring cities of San Juan Capistrano and San Clemente. These neighboring cities have downtowns, historic districts, as well as a Metrolink train station. The analysis will evaluate the transit needs of residents, visitors, and employees within the tri-city area with respect to access to/from the Metrolink system.

A trolley service would be beneficial in increasing tourism in the community by providing an easy-access link from the train station to destinations and activity centers throughout the City and beyond. It would benefit the existing commuters and encourage new commuters by providing alternative means of

transportation to the train station. A trolley service could potentially reduce vehicle demand on City streets, thereby reducing emissions and improving air quality.

The city is looking for a safe, cost-effective way of achieving this goal. The City of Dana Point, in conjunction with the partner cities, intends to hire a consultant to perform the study who will be given community-wide objectives by each city relating to its individual needs, with direction to find appropriate synergies to be used in the future.

### **C. Partners**

The City of Dana Point plans to investigate partnerships with the cities of San Juan Capistrano and San Clemente. Study costs would be shared equally among the three cities.

San Clemente (Lead Agency)	\$100,000
Dana Point	\$100,000
San Juan Capistrano	\$100,000

**GO LOCAL**

**INITIAL PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative**  
**550 South Main Street**  
**P.O. Box 14184**  
**Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584





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**COOPERATIVE AGREEMENT NO. C-6-0782**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF GARDEN GROVE**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Garden Grove, 13802 Newhope Street, Garden Grove, California, 92843, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Garden Grove residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and to provide access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       **ARTICLE 2. SCOPE**

23       A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed by CITY. CITY agrees to provide all  
25 services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both  
26 AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities

covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

### **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

### **ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city

1 participating in the GO LOCAL program is serving as lead agency for a joint Project Concept.  
2 AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been  
3 executed.

4 B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
5 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
6 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

7 C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
8 AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
9 Progress Report," attached to and, by this reference, incorporated in and made part of this  
10 Agreement. CITY shall be required to produce a final written report (Final Report) of its findings,  
11 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
12 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
13 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
14 reference, incorporated in and made part of this Agreement.

15 D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
16 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
17 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
18 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
19 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
20 through eminent domain or as matching funds to implement land development, all monies funded to  
21 the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
22 AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
23 developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
24 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
25 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
26 determination and written request, CITY shall return all monies in accordance with this Article.

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. The AUTHORITY shall make a good faith effort to make existing modeling results available to CITY within 2 business days of the CITY's written request.

#### **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

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**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

**ARTICLE 8. INDEMNIFICATION**

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

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**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination For Cause - AUTHORITY may terminate this Agreement any time for cause, in whole or part, by giving CITY written notice thereof.

C. Termination For Convenience - AUTHORITY may request to terminate this Agreement for convenience by giving, at a minimum, thirty (30) days written notice to the other party specifying the effective date of termination.

D. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

F. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

To CITY:	To AUTHORITY:
City of Garden Grove	Orange County Transportation Authority
13802 Newhope Street	550 South Main Street
	P. O. Box 14184
Garden Grove, CA 92843	Orange, CA 92863-1584
ATTENTION: Keith G. Jones	Attention: Kathleen Murphy-Perez,
Public Works Director	Section Manager, Capital Projects
(714/741-5375); keithj@ci.garden-grove.ca.us	(714/560-5743); kperez@octa.net



c: Paul Taylor, Executive Director,  
Development Division

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

H. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

I. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

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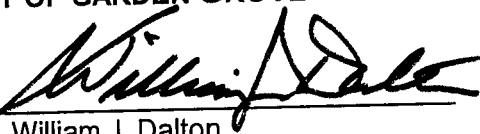
L. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0782 to be executed on the date first above written.

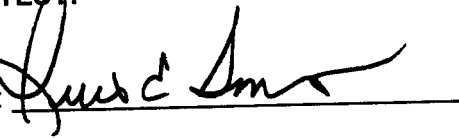
**CITY OF GARDEN GROVE**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By:   
William J. Dalton  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

By:   
City Clerk

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



## GO LOCAL

### STEP ONE PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

☒ **XX Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

☐ **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

☒ **XX Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

☐ **Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

☒ **XX Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

☐ **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

#### B. Project Overview

The City of Garden Grove in cooperation with the cities of Huntington Beach (serving as the lead agency) Westminster, Stanton and Anaheim desire to conduct, manage, and oversee a study to analyze potential development of a transit system extending from the Anaheim Metrolink Station, through the cities of Anaheim, Stanton, Garden Grove,

Westminster and Huntington Beach. We believe this corridor offers significant potential to provide a new alternative for regional travel and will help alleviate freeway and arterial congestion, improve air quality and, in general, improve the mobility and quality of life for residents and visitors of West/Central Orange County.

More specifically, the study will include a Needs Assessment and Route Study to identify ridership potential (commuter, daily business, tourist, leisure, other) for new transit service that utilizes an approximately 18-mile length of existing, active railroad right-of-way corridor through the western-central portions of Orange County. It is anticipated that the Needs Assessment and Route Study elements will evaluate many factors that influence ridership projections including demographics, employment and destination centers, potential station locations, vehicle travel times as well as other potential transit extensions to key destinations for future study. The existing rail line begins just west of the intersection of State College Blvd. and the Metrolink line, extending westerly and then southerly to approximately the intersection of Ellis Avenue and Gothard Street in the City of Huntington Beach. The rail line and right-of-way is currently owned and operated by the Union Pacific Railroad. In Anaheim, in addition to the existing active railroad right-of-way, the study will analyze and review a couple of other possible routes yet to be determined that would continue the line from the Disneyland Hotel area to the Anaheim Metrolink Station. In Huntington Beach the study will analyze and review several possible routes and modes to continue the line from the Ellis Avenue and Gothard Street intersection area to the Huntington City Beach area. The study will also consider the current and future potential for the use of one existing spur off of the same rail line. This is a semi-active US Navy line that branches off the mainline near the I-405 Freeway and travels westerly approximately 4 miles to the Boeing Industrial Center off Bolsa Chica Street.

In addition to looking at the possibility of running transit service on the existing tracks, the study will also review alternative modes that could operate within the same general corridor, but not using the existing freight tracks.

The proposed corridor offers substantial ridership opportunities due to potential to draw from the large numbers of residential units close to the route as well as a wide range of key destinations along the route. Some of the destination links include the existing Metrolink services in Orange County, the Disneyland Resort area, Anaheim Convention Center, Anaheim Stadium, many high-rise office buildings and employment concentrations, shopping centers and regional malls, a regional bus center and several major bus routes, Golden West College, three freeway crossings, several major hotels, and beach recreational opportunities. There are also several existing potential line extensions, should a backbone system be developed in this corridor. Additionally, this corridor offers substantial opportunities for development/redevelopment of transit-oriented properties along the corridor within each of the participating agencies. The variety of destinations and source populations along this route may equate to an exceptionally successful Metrolink connection, with substantial ridership even during non-peak commuter periods.

## C. Partners

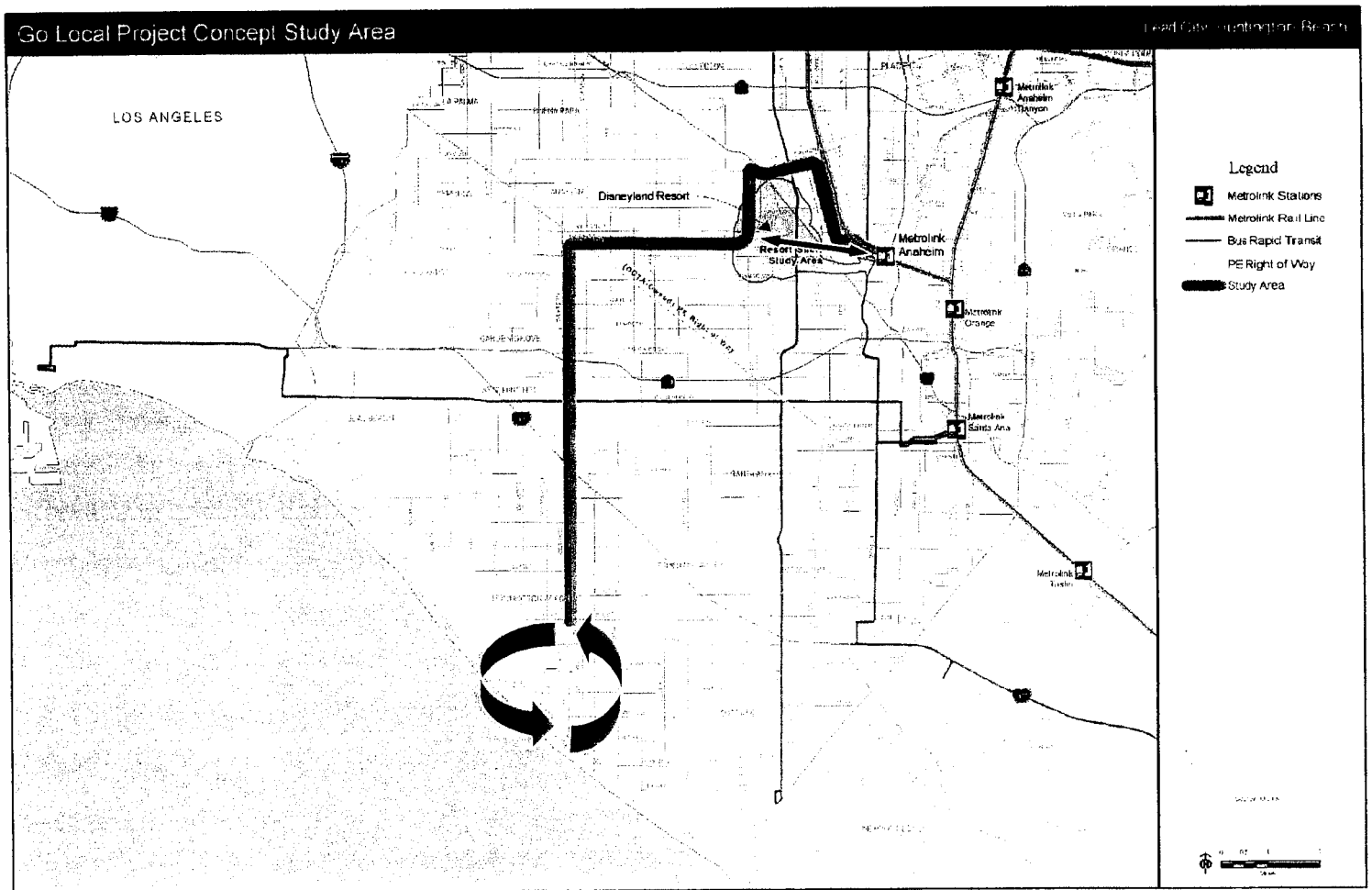
In summary, the City of Huntington Beach agrees to lead this study based on the above project concept, including coordinating the work effort, day-to-day management, hiring and managing any outside design consultants to conduct the required studies, invoicing, and hosting team meetings. Garden Grove and the other partnering cities, to the degree possible, agree to work together with Huntington Beach in order to participate in reviewing proposal scope, consultant selection, attending team meetings and reviewing reports and/or studies produced as a result of this effort.

Additionally, the five participating cities agree to allocate the following portion of their OCTA Go Local Funding to the City of Huntington Beach, as Lead Agency, for use in completing the necessary reports and studies as follows:

Huntington Beach (Lead Agency)	\$100,000
Anaheim	\$0
Stanton	\$100,000
Garden Grove	\$100,000
Westminster	\$100,000

Please find attached, a signed letter of participation from the City of Garden Grove.

## Corridor Exhibit





## GO LOCAL

### INITIAL PROGRESS REPORT

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

#### A. Project Overview Progress Report

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

#### B. Project Resources

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
- ◆ We've been doing some or all  
of the work in-house
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

#### C. Financial Report

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to: Jeanne Spinner LaMar, Manager, Local Initiative**  
**550 South Main Street**  
**P.O. Box 14184**  
**Orange, CA 92863-1584**





**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost <i>Column A</i>	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost <i>Column B</i>	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



## 1 COOPERATIVE AGREEMENT NO. C- 6-0801

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5 CITY OF HUNTINGTON BEACH

6 FOR

7 CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK

8 THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
9 2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O.  
10 Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
11 (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local  
12 Transportation Authority, and the City of Huntington Beach, 2000 Main Street, Huntington Beach,  
13 California, 92648, a municipal corporation and charter city duly organized and existing under the  
14 constitution and laws of the State of California (hereinafter referred to as "CITY").

15 **RECITALS:**

16 **WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego  
17 Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

18 **WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based  
19 transit vision that increases use of Metrolink by Huntington Beach residents, visitors, and/or  
20 employees; and

21 **WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M  
22 ordinance which states in part that the intent is to provide matching funds to encourage development  
23 of extensions to major activity centers and providing access between the primary rail system and  
24 employment centers; and

25 **WHEREAS**, CITY is encouraged to enter into written agreements with other cities to  
26 collaborate in some or all facets of a planning and needs assessment to support this vision; and

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       /

23       /

24       /

25       /

26       /

**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

/

/

/



C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

**ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial Progress Report," attached to and, by this reference, incorporated in and made part of this Agreement. CITY shall be required to produce a final written report of its findings, recommendations, and next steps according to a mutually agreed upon date, but no later than the completion date of this Agreement. The Final Report will include the elements described in Exhibit C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this reference, incorporated in and made part of this Agreement.

D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's determination and written request, CITY shall return all monies in accordance with this Article.

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

#### **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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/

/

/

To CITY:

City of Huntington Beach

2000 Main Street

P.O. Box 190

Huntington Beach, CA 92648

ATTENTION: Bob Stachelski,

Transportation Manager

(714/536-5523)

dstachelski@surfcity-hb.org

c: David Webb, Deputy Director of

Public Works

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0801 to be executed on the date first above written.

**CITY HUNTINGTON BEACH**

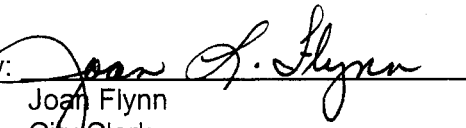
**ORANGE COUNTY TRANSPORTATION AUTHORITY**

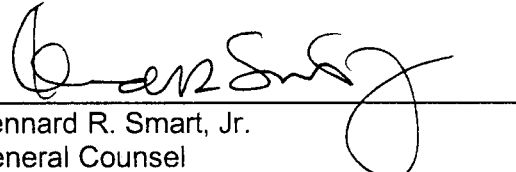
By:   
Penelope Culbreth Grath  
City Administrator

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

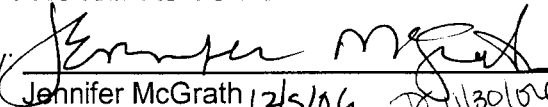
**ATTEST:**

**APPROVED AS TO FORM:**

By:   
Joan Flynn  
City Clerk

By:   
Kennard R. Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

By:   
Jennifer McGrath 12/5/06 11/30/06  
City Attorney

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



## GO LOCAL

### STEP ONE PROJECT CONCEPT

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

#### A. Study Type

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

☒ **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

☐ **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

☒ **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

☐ **Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

☒ **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

☐ **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

#### B. Project Overview

The City of Huntington Beach (serving as the lead agency) in cooperation with the cities of Westminster, Stanton, Garden Grove and Anaheim desire to conduct, manage, and oversee a study to analyze potential development of a transit system extending from the Anaheim Metrolink Station, through the cities of Anaheim, Stanton, Garden Grove,



Westminster and Huntington Beach. We believe this corridor offers significant potential to provide a new alternative for regional travel and will help alleviate freeway and arterial congestion, improve air quality and, in general, improve the mobility and quality of life for residents and visitors of West/Central Orange County.

More specifically, we propose to study a potential route and ridership demand for new transit service that utilizes an approximately 18-mile length of existing, active railroad right-of-way through the western-central portions of Orange County. The existing rail line begins just west of the intersection of State College Blvd. and the Metrolink line, extending westerly and then southerly to approximately the intersection of Ellis Avenue and Gothard Street in the City of Huntington Beach. The rail line and right-of-way is currently owned and operated by the Union Pacific Railroad. In Anaheim, in addition to the existing active railroad right-of-way, the study will analyze and review a couple of other possible routes yet to be determined that would continue the line from the Disneyland Hotel area to the Anaheim Metrolink Station. In Huntington Beach the study will analyze and review several possible routes and modes to continue the line from the Ellis Avenue and Gothard Street intersection area to the Huntington City Beach area. The study will also consider the current and future potential for the use of one existing spur off of the same rail line. This is a semi-active US Navy line that branches off the mainline near the I-405 Freeway and travels westerly approximately 4 miles to the Boeing Industrial Center off Bolsa Chica Street.

In addition to looking at the possibility of running transit service on the existing tracks, the study will also review alternative modes that could operate within the same general corridor, but not using the existing freight tracks.

The proposed corridor offers substantial ridership opportunities due to potential to draw from the large numbers of residential units close to the route as well as a wide range of key destinations along the route. Some of the destination links include the existing Metrolink services in Orange County, the Disneyland Resort area, Anaheim Convention Center, Anaheim Stadium, many high-rise office buildings and employment concentrations, shopping centers and regional malls, a regional bus center and several major bus routes, Golden West College, three freeway crossings, several major hotels, and beach recreational opportunities. There are also several existing potential line extensions, should a backbone system be developed in this corridor. Additionally, this corridor offers substantial opportunities for development/redevelopment of transit-oriented properties along the corridor within each of the participating agencies. The variety of destinations and source populations along this route may equate to an exceptionally successful Metrolink connection, with substantial ridership even during non-peak commuter periods.

### **C. Partners**

Please find attached, signed letters of participation from the cities of Anaheim, Stanton, Garden Grove and Westminster. In summary, the City of Huntington Beach agrees to lead this study based on the above project concept, including coordinating the work

effort, day-to-day management, hiring and managing any outside design consultants to conduct the required studies, invoicing, and hosting team meetings. Our partnering cities, to the degree possible, agree to participate in reviewing proposal scope, consultant selection, attending team meetings and reviewing reports and/or studies produced as a result of this effort.

Additionally, the five participating cities agree to allocate the following portion of their OCTA Go Local Funding to the City of Huntington Beach, as Lead Agency, for use in completing the necessary reports and studies as follows:

Huntington Beach (Lead Agency)	\$100,000
Anaheim	\$0
Stanton	\$100,000
Garden Grove	\$100,000
Westminster	\$100,000



**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
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*Identify:*
  - *what you wish to do next,*
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  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15





**COOPERATIVE AGREEMENT NO. C- 6-0723**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF IRVINE**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Irvine, 1 Civic Center Plaza, Irvine, California, 92606, a municipal corporation (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Orange residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and to provide access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

**WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish this; and

1       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
2 will factor in, among other elements, community interests and desires; and

3       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
4 M funds to a program designed to enable cities that wish to develop a local transit vision including  
5 defined enhancements and transit extensions to Metrolink that work best with their local  
6 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

7       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
8 AUTHORITY has found such concept acceptable; and

9       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
10 Concept; and

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

13       **ARTICLE 1. COMPLETE AGREEMENT**

14       This Agreement, including all exhibits and documents incorporated herein and made  
15 applicable by reference, constitutes the complete and exclusive statement of the terms and  
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17 work and supersedes all prior representations, understandings and communications between the  
18 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
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21       A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
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24 AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities  
25 covered by this Agreement and any other supplemental agreements.

26       /

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

### **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

### **ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency for a joint Project Concept.

1 AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been  
2 executed.

3 B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
4 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
5 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

6 C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
7 AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
8 Progress Report," attached to and, by this reference, incorporated in and made part of this  
9 Agreement. CITY shall be required to produce a final written report (Final Report) of its findings,  
10 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
11 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
12 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
13 reference, incorporated in and made part of this Agreement.

14 D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
15 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
16 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
17 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
18 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
19 through eminent domain or as matching funds to implement land development, all monies funded to  
20 the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
21 AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
22 developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
23 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
24 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
25 determination and written request, CITY shall return all monies in accordance with this Article.  
26 /

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. The AUTHORITY shall make a good faith effort to make existing modeling results available to CITY within 2 business days of the CITY's written request.

#### **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

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**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

**ARTICLE 8. INDEMNIFICATION**

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

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**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination For Cause - AUTHORITY may terminate this Agreement any time for cause, in whole or part, by giving CITY written notice thereof.

C. Termination For Convenience - AUTHORITY may request to terminate this Agreement for convenience by giving, at a minimum, thirty (30) days written notice to the other party specifying the effective date of termination.

D. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

E. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

F. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

To CITY:

City of Irvine  
1 Civic Center Plaza

Irvine, CA 92606

ATTENTION: Teri Beach

City Clerk

(949/724-6205); tbeach@ci.irvine.ca.us.org

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net



c: Paul Taylor, Executive Director,  
Development Division

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

H. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

I. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

/

L. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0723 to be executed on the date first above written.

**CITY OF IRVINE**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: Sean Joyce  
Sean Joyce  
City Manager

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

**APPROVED AS TO FORM:**

By: Donna S. Velin, Deputy  
for Teri Beach  
City Clerk

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By: Phil Kohn  
Phil Kohn  
City Attorney

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



**GO LOCAL  
PROJECT CONCEPT**

**A. Study Type**

- a.   X   Needs Assessments: Identify transit needs of populations.
- b.   X   Coordinating transit and land use: Update policy documents to encourage transit-oriented development at key locations
- c.   X   Route Planning: Identify possible transit routes.
- d.   X   Public Policy/Public Support: Update policy documents to reflect/support transit-oriented development and transit service options
- e.   X   Project Concepts: Technical analysis of transit concepts.
- f.   X   Make Your Own Case: Assessment of transit service tiering to extend the reach of the Metrolink

**B. Project Overview:** The City intends to expend the Go Local \$100,000 in 2007 to complete the following tasks:

- 1. Finalize the planning elements and initiate implementation of a shuttle system within the City of Irvine's Business Complex (IBC). The shuttle would provide a direct connection to Metrolink service at the Tustin Station and improve traffic circulation in the IBC area.
- 2. Prepare a transit planning report that combines and summarizes the findings of various transportation planning studies currently underway in the City, including but not limited to the Guideway Demonstration Project, the Irvine Station Master Plan, the Spectrum area transit plan, the Long Range Transportation Plan, and the Great Park shuttle system. The report will include an analysis of the options being considered to enhance transit service within the City and provide recommendations for their implementation.

**C. Partners:** N/A



## GO LOCAL

### INITIAL PROGRESS REPORT

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

#### A. Project Overview Progress Report

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

#### B. Project Resources

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
- ◆ We've been doing some or all  
of the work in-house
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

#### C. Financial Report

Percentage of funding committed \_\_\_\_\_ expended \_\_\_\_\_

We foresee obstacles to completing the Project Concept scope with the funds available.

No \_\_\_\_\_ Yes \_\_\_\_\_

If yes, please explain in an attachment.

**Return to:** Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



## GO LOCAL

### **PROJECT CONCEPT FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584





**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



## COOPERATIVE AGREEMENT NO. C- 6-0754

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LAGUNA NIGUEL

FOR

CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Laguna Niguel, 27781 La Paz Road, Laguna Niguel, California, 92677, a municipal corporation and <sup>GENETAL LAW</sup> ~~charter city~~ duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Laguna Niguel residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       /

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24       /

25       /

26       /

**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

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C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

**ARTICLE 4. RESPONSIBILITIES OF CITY**

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D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's determination and written request, CITY shall return all monies in accordance with this Article.

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

## **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

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CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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**ARTICLE 8. INDEMNIFICATION**

Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by the Parties, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of Laguna Niguel

27781 La Paz Road

/

Laguna Niguel, CA 92677

ATTENTION: Larry Longenecker, AICP

Senior Planner

(949/362-4321)

*longenecker@ci.laguna-niguel.ca.us*

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

ATTENTION: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); *kperez@octa.net*

c: Paul Taylor, Executive Director,

Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0754 to be executed on the date first above written.

**CITY LAGUNA NIGUEL**

By: Tim Casey 12/18/06  
Tim Casey  
City Manager

**ATTEST:**

By: Pam Lawrence  
---Debbie Lee--- Pam Lawrence  
City Clerk

**APPROVED AS TO FORM:**

By: Terry E. Dixon  
By: Terry Dixon  
City Attorney

Dated: 12-18-06

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**APPROVED AS TO FORM:**

By: Kennard R. Smart, Jr.  
Kennard R. Smart, Jr.  
General Counsel

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



**CITY of LAGUNA NIGUEL**

Community Development Department  
27781 La Paz Road • Laguna Niguel, California 92677  
Phone/949 • 362 • 4360 Fax/949 • 362 • 4369

**CITY COUNCIL**

Joe Brow  
Gary G. Capat  
Cathryn DeYoun  
Paul G. Glaa  
Mike Whippl

## **Go Local Project Concept**

The City of Laguna Niguel recognized the growing popularity of rail service when it directed staff to begin a comprehensive study of the area surrounding the Metrolink station, including an assessment of both vehicular and pedestrian circulation improvements within the study area to improve access to the Metrolink station for surrounding business and residences.

In recent meetings with OCTA staff, we have learned that the Laguna Niguel/Mission Viejo Metrolink Station is planned to be the major terminus for expanded Metrolink service, and that expanded service implementation is anticipated in 2009. While we support this expansion, the City of Laguna Niguel wishes to ensure that appropriate planning occurs to:

1. Ensure provision of adequate parking facilities;
2. Ensure safe and convenient access to the Metrolink station for cars, buses, bicycles and pedestrians; and
3. Ensure a safe and convenient path of travel from station parking facilities to station ticketing and passenger boarding areas.

The city proposes to apply \$100,000 in Go Local funds to assess improvements needed for the Metrolink Station, including new parking facilities required to accommodate forecasted rider demand and safe and convenient access to the new parking facilities and the Metrolink Station, for both individual commuters and mass transit systems. Access improvements could include street widening, new street connections, new pedestrian connections, a bus turnaround area, a taxi queuing area, etc. The study will also look at safe and convenient pedestrian circulation from the parking facilities to the station ticketing and passenger boarding areas.

We believe access and parking for the Metrolink station are vital components to the future success of the station, and are station design components best studied and designed by the City, with OCTA input and oversight, to ensure the improvements are consistent with the vision for the overall area surrounding the Metrolink Station.

We understand that Laguna Beach, Aliso Viejo, and Mission Viejo expect to evaluate transit feeder systems to the Laguna Niguel/Mission Viejo station in their Go Local efforts. As part of our Go Local planning efforts, we will consult with these cities regarding their Go Local Program strategies and plans for connecting to the Laguna Niguel/Mission Viejo station. However, we hope that these Step One consultations will evolve into a more formal collaboration in the later planning stages as a first step to interjurisdictional route and service planning. We look forward to beginning our Go Local planning process.



**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_  
By \_\_\_\_\_

Prepared

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
- ◆ We've been doing some or all  
of the work in-house
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**





**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to:** Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184 Orange, CA 92863-15



**COOPERATIVE AGREEMENT NO. C- 6-0807****BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND****CITY OF MISSION VIEJO****FOR****CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Mission Viejo, 200 Civic Center, Mission Viejo, California, 92691, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Mission Viejo residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       /

23       /

24       /

25       /

26       /

**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

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C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

**ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial Progress Report," attached to and, by this reference, incorporated in and made part of this Agreement. CITY shall be required to produce a final written report of its findings, recommendations, and next steps according to a mutually agreed upon date, but no later than the completion date of this Agreement. The Final Report will include the elements described in Exhibit C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this reference, incorporated in and made part of this Agreement.

D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's determination and written request, CITY shall return all monies in accordance with this Article.

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

## **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of Mission Viejo

200 Civic Center

Mission Viejo, CA 92691

ATTENTION: Shirley Land

Transportation Manager

(949/470-3069);

sland@cityofmissionviejo.org

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

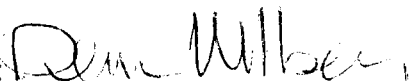
K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0807 to be executed on the date first above written.

**CITY OF MISSION VIEJO**

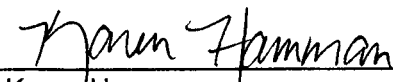
**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By:   
Dennis R. Wilberg  
City Manager

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

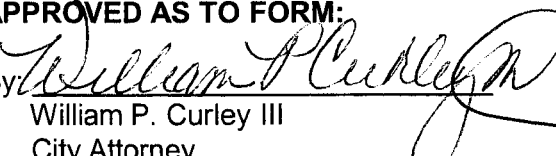
**ATTEST:**

**APPROVED AS TO FORM:**

By:   
Karen Hamman  
City Clerk

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

By:   
William P. Curley III  
City Attorney

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



## GO LOCAL

### ***PROJECT CONCEPT***

The City of Mission Viejo's project concept reflects four study types/planning areas identified by Orange County Transportation Authority (OCTA), as follows:

#### **A. Study Type**

☒ **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

**Coordinating Transit *and* Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

☒ **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

☒ **Public policy/public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

☒ **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

#### **B. Project Overview**

The City of Mission Viejo proposes to use GO LOCAL funding allocated by the Orange County Transportation Authority (OCTA) to conduct a transit feasibility and planning study for the purpose of continuing and augmenting the work begun as a result of the OCTA's South County Transit Study specifically related to the implementation of local circulators to improve local mobility and regional connectivity.

Although a number of OCTA bus routes traverse the city via major arterials (e.g., Routes 82, 82A, 85 and 86, and 89) the topography of the city makes access to these services difficult.



Therefore, the city plans to assess the feasibility of developing a local fixed-route local circulation network for the City's residents that would offer direct connections to Metrolink stations and other OCTA routes as well as provide some level of local circulation to city residents. In conjunction with this effort, the City would identify how the local circulators could complement or supplement existing OCTA transit routes, and how the local circulators could address existing gaps in service routes.

Conceivably, a coordinated system of local circulator(s) would serve major trip generators and activity centers and provide residents with direct linkages to the Mission Viejo/Laguna Niguel and Irvine Metrolink stations, employment centers, colleges, medical facilities, shopping centers and other destinations to be identified over the course of the study. At a minimum, the study design would incorporate the following quantitative and qualitative components:

- Refinement of the study's scope of work relating to market groups and service areas.
- Administration and analysis of a household survey of residents to gain information on the needs and preferences of Mission Viejo residents relative to Metrolink use and desired transit options;
- Interviews of businesses and/or employees to determine the needs and preferences relative to Metrolink use and transit options relating to work trips
- Outreach/Stakeholder Involvement process to include interviews with decision-makers, and community-based organizations relating to the Metrolink use and the desired transit options;
- Development of service alternatives and recommendations; and
- Financial plan for service implementation and continued operation

The City of Mission Viejo will secure the services of a professional transit consulting firm(s) to conduct the necessary studies and analysis. It is anticipated that the study will take up to nine months to complete and will result in the development of a plan for local transit service consistent with OCTA and the City of Mission Viejo's objectives to provide local connections to Metrolink stations and to improve access and availability of transportation to residents.

### **C. Partners**

The City of Mission Viejo recognizes the potential coordination of transit service planning efforts with the adjacent cities of Laguna Niguel, Rancho Santa Margarita, Lake Forest, Laguna Hills, and Irvine. It is anticipated that during the outreach effort, discussions with these neighboring jurisdictions will be conducted. No formal cooperative agreement is proposed.

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



## GO LOCAL

### **PROJECT CONCEPT FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost <i>Column A</i>	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost <i>Column B</i>	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15



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**COOPERATIVE AGREEMENT NO. C- 6-0806**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF RANCHO SANTA MARGARITA**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2007, by and between the Orange County Transportation Authority, 550 South Main Street, P.O.  
Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
(hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local  
Transportation Authority, and the City of Rancho Santa Margarita, 22112 El Paseo, Rancho Santa  
Margarita, California, 92688-2824, a municipal corporation and charter city duly organized and  
existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego  
Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based  
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**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M  
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**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to  
collaborate in some or all facets of a planning and needs assessment to support this vision; and



1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
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3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       /

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26       /

**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

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C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

#### **ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial Progress Report," attached to and, by this reference, incorporated in and made part of this Agreement. CITY shall be required to produce a final written report of its findings, recommendations, and next steps according to a mutually agreed upon date, but no later than the completion date of this Agreement. The Final Report will include the elements described in Exhibit C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this reference, incorporated in and made part of this Agreement.

D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's determination and written request, CITY shall return all monies in accordance with this Article.

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

## **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of Rancho Santa Margarita  
22112 El Paseo

Rancho Santa Margarita, CA 92688-2824  
Attention: Thomas E. Wheeler  
Director of Public Works/City Engineer

To AUTHORITY:

Orange County Transportation Authority  
550 South Main Street  
P. O. Box 14184

Orange, CA 92863-1584  
Attention: Kathleen Murphy-Perez,  
Section Manager, Capital Projects  
(714/560-5743); kperez@octa.net  
c: Paul Taylor, Executive Director,  
Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0806 to be executed on the date first above written.

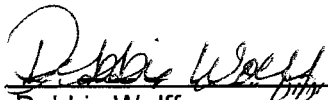
**CITY OF RANCHO SANTA MARGARITA ORANGE COUNTY TRANSPORTATION AUTHORITY**

By:   
L. Anthony Beall  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

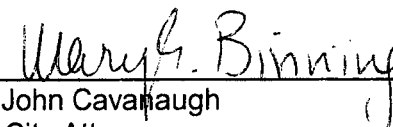
**APPROVED AS TO FORM:**

By:   
Debbie Wolff  
City Clerk

By: \_\_\_\_\_  
Kennard Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

By:   
John Cavanaugh  
City Attorney

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_





**GO LOCAL****PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with the Cooperative Agreement.

**A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

☒**Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

☒**Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

☒**Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

☒**Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

☒**Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

☒**Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

**B. Project Overview**

Please include a 250 to 300 word overview of your Project Concept.

**C. Partners**

Please attach any letters of agreements, which identify other jurisdictions participating in this Project Concept, and your respective roles (see Checklist on Website).



## **Project Overview for Rancho Santa Margarita**

The Project will consist of three phases performed by the City's Consultant, IBI Group of Irvine. Phase I will consist of defining the opportunities and constraints that exist for the City. Phase II will consist of identifying potential transit alternatives serving the City and Metrolink. Phase III consists of the Final Report and Funding Application.

Phase I will consist of meeting with the City and its Stakeholders. The gathering of information from the City's website and other sources will occur in this phase. The City's Taxi Voucher program will be reviewed as well as obtaining and studying OCTA bus stop inventory and ridership information. Three focus group meetings will also be held with community leaders; business interests and elected and appointed officials. A phase one report will be prepared which will include all gathered information.

Phase II of the project will consist of identifying potential transit alternatives serving the City and Metrolink. The first task of this phase will study the existing OCTA bus routes and their connection to the Irvine Transportation Center/Metrolink. Gathered data will be imported into a GIS database for presentation purposes. The Consultant will then identify other transit options such as shuttle bus service. Other analysis will include: Mobility Improvements, Traffic Impacts, Environmental Benefits/Impacts, Cost Effectiveness, Policy Support, Connectivity with other systems, Relationship to Neighboring Transportation Programs and Transit Supportive Land Use Characteristics. A community survey including "rider" and "non-riders" will be performed.

The Phase III of the project will consist of the Final Report and Funding Application and will summarize the Phase I and Phase II reports and present study recommendations. The effectiveness, economy and efficiency will be discussed for each candidate improvement.

This concludes the project scope for the City of Rancho Santa Margarita.



**COOPERATIVE AGREEMENT NO. C- 6-0815**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF SAN JUAN CAPISTRANO**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of San Juan Capistrano, 32400 Paseo Adelanto, San Juan Capistrano, California, 92675, a municipal corporation and charter city duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by San Juan Capistrano residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

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**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

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B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

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C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

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D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

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G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

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CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

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C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of San Juan Capistrano

32400 Paseo Adelanto

San Juan Capistrano, CA 92675

Attention: William Huber,

Assistant City Manager

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

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H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

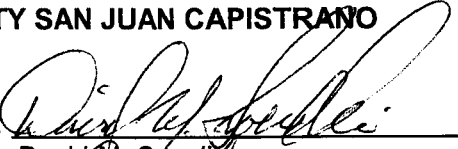
K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0815 to be executed on the date first above written.

**CITY SAN JUAN CAPISTRANO**

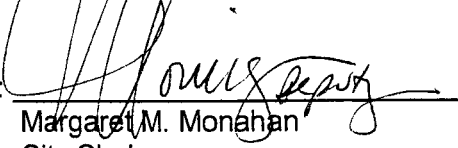
**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By:   
David M. Swerlin  
Mayor

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer


**ATTEST:**

**APPROVED AS TO FORM:**

By:   
Margaret M. Monahan  
City Clerk

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

By:   
John R. Shaw  
City Attorney

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_





## **Go Local Project Concept Report City of San Juan Capistrano Tri-City Trolley System**

The City of San Juan Capistrano (City) is interested in exploring opportunities for a multi-purpose trolley system that will service the San Juan Capistrano Metrolink station and beyond. The City will evaluate partnership for this effort for a mutually beneficial transit service with the Cities of San Clemente and Dana Point.

The study will target the tourism community, commuters (both existing and future), and residents within the cities of San Juan Capistrano, San Clemente, and Dana Point. A trolley system could lessen the parking demands in the downtown/train depot area, which is currently a challenge. The study will identify destinations and activity centers for potential trolley stops and service through the community (e.g., The Capistrano Depot, downtown, historic districts, library, and park-and-ride lots) as well as provide a linkage with the neighboring cities of Dana Point and San Clemente. These neighboring cities have downtowns, State beaches, harbors, and resort destinations, as well as a Metrolink train station in San Clemente. The analysis will evaluate the transit needs of residents, visitors, and employees within the tri-city area with respect to access to/from the Metrolink system.

A trolley service would be beneficial in increasing tourism in the community by providing an easy-access link from the train station to destinations and activity centers throughout the City and beyond. It would benefit the existing commuters and encourage new commuters by providing alternative means of transportation to the train station. A trolley service could potentially reduce vehicle demand on City streets, thereby reducing emissions and improving air quality.

The city is looking for a safe, cost-effective way of achieving this goal. The City of San Juan Capistrano, in conjunction with the partner cities, intends to hire a consultant to perform the study who will be given community-wide objectives by each city relating to its individual needs, with direction to find appropriate synergies to be used in the future. Study costs would be shared equally among the three cities.





**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
- ◆ We've been doing some or all  
of the work in-house
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to:** Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	22,000	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	22,000	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15



**COOPERATIVE AGREEMENT NO. C- 6-0692**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF SANTA ANA**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
200~~6~~<sup>7</sup>, by and between the Orange County Transportation Authority, 550 South Main Street, P.O.  
Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
(hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local  
Transportation Authority, and the City of Santa Ana, 20 Civic Center Plaza, Santa Ana , California,  
92701, a municipal corporation and charter city duly organized and existing under the constitution  
and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego  
Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based  
transit vision that increases use of Metrolink by Santa Ana residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M  
ordinance which states in part that the intent is to provide matching funds to encourage development  
of extensions to major activity centers and providing access between the primary rail system and  
employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to  
collaborate in some or all facets of a planning and needs assessment to support this vision; and



1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

22       **ARTICLE 2. SCOPE**

23       A.     This Agreement specifies the procedures that AUTHORITY and CITY will follow in  
24 connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services  
25 identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY  
26 and CITY agree that each will cooperate and coordinate with the other in all activities covered by this

Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

### **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

### **ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city

1 participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a  
2 copy of this letter within ten (10) days after the agreement has been executed.

3 B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written  
4 agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall  
5 deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

6 C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to  
7 AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial  
8 Progress Report," attached to and, by this reference, incorporated in and made part of this  
9 Agreement. CITY shall be required to produce a final written report of its findings,  
10 recommendations, and next steps according to a mutually agreed upon date, but no later than the  
11 completion date of this Agreement. The Final Report will include the elements described in Exhibit  
12 C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this  
13 reference, incorporated in and made part of this Agreement.

14 D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the  
15 services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local  
16 Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth  
17 Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance  
18 with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property  
19 through eminent domain or as matching funds to implement land development, all monies funded to  
20 the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand.  
21 AUTHORITY shall have sole discretion in determining whether the Project Concept has been  
22 developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this  
23 Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has  
24 utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's  
25 determination and written request, CITY shall return all monies in accordance with this Article.

26 /

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

#### **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

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**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

**ARTICLE 8. INDEMNIFICATION**

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

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**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

To CITY:

City of Santa Ana

20 Civic Center Plaza (M-21)

Santa Ana, CA 92701

ATTENTION: James Ross,

Public Works Agency Executive Director

(714/647-6954), jross@ci.santa-ana.ca.us

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

/

1 F. Severability- If any term, provision, covenant or condition of this Agreement is held to  
2 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
3 remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or  
4 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5 G. Counterparts of Agreement- This Agreement may be executed and delivered in any  
6 number of counterparts, each of which, when executed and delivered shall be deemed an original  
7 and all of which together shall constitute the same agreement. Facsimile signatures will be  
8 permitted.

9 H. Force Majeure- Either Party shall be excused from performing its obligations under this  
10 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
11 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
12 commandeering of material, products, plants or facilities by the federal, state or local government;  
13 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
14 such cause is presented to the other Party, and provided further that such nonperformance is  
15 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

16 I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or  
17 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
18 of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect.  
19 Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the  
20 waiver of any right to consent to such subsequent assignment.

21 J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to  
22 authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in  
23 amounts, or for purposes other than as authorized by local, State or Federal law.

24 K. Governing Law- The laws of the State of California and applicable Federal, State, local  
25 laws, regulations and guidelines shall govern hereunder.

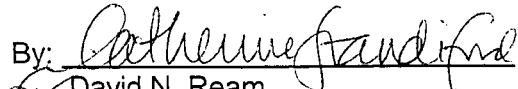
26 /

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-6-0692 to be executed on the date first above written.

**CITY SANTA ANA**


**ORANGE COUNTY TRANSPORTATION AUTHORITY**

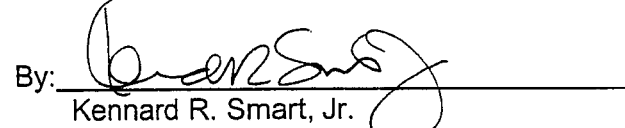
By:   
David N. Ream  
City Manager

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

**APPROVED AS TO FORM:**

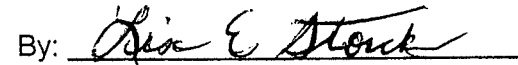
By:   
Patricia E. Healy  
Clerk of the Council

By:   
Kennard R. Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

Joseph W. Fletcher  
City Attorney

**APPROVAL RECOMMENDED:**

By:   
By: Lisa E. Storck  
Assistant City Attorney

By: \_\_\_\_\_  
Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_





## **Go Local Program – Project Concept Project Overview**

The Project Concept proposed by the City of Santa Ana includes providing a local transit system that would serve as an extension of Metrolink service at the Santa Ana Regional Transportation Center (SARTC) to major activity centers such as the Santa Ana Civic Center and downtown area, North Main Street corridor, and South Coast Metro Area, with possible connections to the proposed OCTA Bus Rapid Transit (BRT) system, to improve regional access and mobility.



**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ♦ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ♦ We've been doing some or all  
of the work in-house
  
- ♦ We have partnerships with:  
(Include if not listed in A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT  
FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
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  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

Prepared 4/30/06



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

Prepared 4/30/06





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**COOPERATIVE AGREEMENT NO. C- 7-0033**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF STANTON**

**FOR**

**CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2007, by and between the Orange County Transportation Authority, 550 South Main Street, P.O.  
Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
(hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local  
Transportation Authority, and the City of Stanton, 7800 Katella Avenue, Stanton, California, 90680, a  
municipal corporation and charter city duly organized and existing under the constitution and laws of  
the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego  
Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based  
transit vision that increases use of Metrolink by Stanton residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M  
ordinance which states in part that the intent is to provide matching funds to encourage development  
of extensions to major activity centers and providing access between the primary rail system and  
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**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to  
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1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
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4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

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16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

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**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

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C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

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CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

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G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

## **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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1 B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project  
2 Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and  
3 incorporated by reference, for work performed under this Agreement. The Certification shall include,  
4 but not be limited to, period of performance, actual expenses; classification, hours and rates of in-  
5 house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1  
6 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time  
7 during the performance of this Agreement. CITY will be required to submit to AUTHORITY all  
8 information requested within thirty (30) days from AUTHORITY's request.

9 **ARTICLE 6. MAXIMUM OBLIGATION**

10 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY  
11 agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's  
12 direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include  
13 all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

14 **ARTICLE 7. AUDIT AND INSPECTION**

15 CITY shall maintain a complete set of records in accordance with generally accepted  
16 accounting principles and in accordance with Local Transportation Ordinance Number 2: The  
17 Revised Traffic Improvement and Growth Management Ordinance. The original records shall be  
18 maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized  
19 representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts  
20 and other data and records of CITY for a period of not less than four (4) years after final payment, or  
21 until any on-going audit is completed whichever is longer. For purposes of audit, the date of  
22 completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so  
23 noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any  
24 documents related to this Agreement by whatever means necessary.

25 /

26 /

**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Termination- The AUTHORITY may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof.

C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of Stanton

7800 Katella Avenue

Stanton, CA 90680

Attention: Bob Doss

City Engineer

(714/379-9222); bdoss@ci.stanton.ca.us

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

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I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-7-0033 to be executed on the date first above written.

**CITY OF STANTON**

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

John F. Wager, Jr.  
City Manager

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

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

Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

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

Kennard Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:**

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

Ralph D. Hanson  
City Attorney

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

Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_



**AGREEMENT C-7-0033**  
**EXHIBIT A**

**GO LOCAL**

**STEP ONE PROJECT CONCEPT**

To qualify for funds your city project must focus on assessing ways to provide transit connections to Metrolink. Complete the Project Concept, and return with a signed Cooperative Agreement.

**A. Study Type**

Project Concept assessments can cover or study any of the following topics. Please review the descriptions below and indicate the type of analysis you expect to perform by placing an (x) next to one (or more) of the following:

☒ **Needs Assessments**

What are the transit needs? Identify populations, congestion areas, etc.

☐ **Coordinating Transit and Land Use**

How can a transit project support your city's land use planning policies/projects and vice versa?

☒ **Route Planning**

Existing data has identified activity centers, populations or congestion hot spots which warrant transit service. What are possible routes and types of transit?

☐ **Public policy /public support**

Does the community support transit as evidenced by land use designations and the commitment of local stakeholders?

☒ **Project Concepts**

Does the city have one or more general transit concepts which it would like to explore more fully in a detailed technical analysis?

☐ **Make your own case**

Is there a concept that addresses a need in your city that you would like the Board of Directors to consider? Is this need consistent with the Measure M requirements that funds be spent on transit-related purposes to extend the reach of Metrolink?

**B. Project Overview**

The City of Stanton will use it's Go Local funds for two (2) related projects which will be pursued independently.

In cooperation with the cities of Huntington Beach, Westminster, Garden Grove and Anaheim, desires to participate in a study to analyze potential development of a transit system extending from the Anaheim Metrolink Station, through the cities of Anaheim, Stanton, Garden Grove, Westminster and Huntington Beach. We believe this corridor offers significant potential to provide a new alternative for regional travel and will help alleviate freeway and arterial congestion, improve air quality and, in general, improve the mobility and quality of life for residents and visitors of West/Central Orange County. In addition, Stanton intends to utilize one-half of it's Go Local funding to assess ways to improve transit access to the city's major activity center at Katella and Beach (known as Stanton Plaza).

The multi-city study will be led by Huntington Beach. It will assess a potential route and ridership demand for new transit service that utilizes an approximately 18-mile length of existing, active railroad right-of-way through the western central portions of Orange County. The existing rail line begins just west of the intersection of State College Blvd. and the Metrolink line, extending westerly and then southerly to approximately the intersection of Ellis Avenue and Gothard Street in the City of Huntington Beach. The rail line and right-of-way is currently owned and operated by the Union Pacific Railroad. In Anaheim, in

addition to the existing active railroad right-of-way, the study will analyze and review a couple of other possible routes yet to be determined that would continue the line from the Disneyland Hotel area to the Anaheim Metrolink Station. In Huntington Beach the study will analyze and review several possible routes and modes to continue the line from the Ellis Avenue and Gothard Street intersection area to the Huntington City Beach area. The study will also consider the current and future potential for the use of one existing spur off of the same rail line. This is a semi-active US Navy line that branches off the mainline near the I-405 Freeway and travels westerly approximately 4 miles to the Boeing Industrial Center off Bolsa Chica Street.

In addition to looking at the possibility of running transit service on the existing tracks, the study will also review alternative modes that could operate within the same general corridor, but not using the existing freight tracks.

The proposed corridor offers substantial ridership opportunities due to potential to draw from the large numbers of residential units close to the route as well as a wide range of key destinations along the route.

The City will retain \$50,000 for a focused study to explore pedestrian facilities and transit services and to support facility planning to connect the economic development areas in or around the vicinity of Beach Blvd. and Katella Blvd.

### **C. Partnering Agreement**

Representatives of Stanton will participate in reviewing proposal scope, consultant selection, attending project meetings and reviewing reports and/or studies produced as a result of the multi-city effort. To that end, Stanton agrees to allocate \$50,000 of their OCTA Go Local Funding to the City of Huntington Beach, as Lead Agency, for use in completing the study.

**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



## GO LOCAL

### **PROJECT CONCEPT FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**





**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost <i>Column A</i>	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost <i>Column B</i>	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15



## COOPERATIVE AGREEMENT NO. C- 6-0799

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TUSTIN

FOR

CITY-INITIATED TRANSIT EXTENSIONS TO METROLINK

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

2006, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Local Transportation Authority, and the City of Tustin, 300 Centennial Way, Tustin, California, 92780-3715, a municipal corporation duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as "CITY").

**RECITALS:**

**WHEREAS**, AUTHORITY considers its railroad lines linking Los Angeles and San Diego Counties and the Inland Empire to be the core of Orange County's future rail transit system; and

**WHEREAS**, CITY and AUTHORITY wish to work as partners to develop a community-based transit vision that increases use of Metrolink by Tustin residents, visitors, and/or employees; and

**WHEREAS**, the funds allocated through this program must comply with the 1990 Measure M ordinance which states in part that the intent is to provide matching funds to encourage development of extensions to major activity centers and providing access between the primary rail system and employment centers; and

**WHEREAS**, CITY is encouraged to enter into written agreements with other cities to collaborate in some or all facets of a planning and needs assessment to support this vision; and

/

1       **WHEREAS**, Measure M funds have been designated for cities to study ways to accomplish  
2 this; and

3       **WHEREAS**, CITY will develop a proposed Project Concept (further defined hereunder) which  
4 will factor in, among other elements, community interests and desires; and

5       **WHEREAS**, the AUTHORITY's Board of Directors on February 27, 2006, allocated Measure  
6 M funds to a program designed to enable cities that wish to develop a local transit vision including  
7 defined enhancements and transit extensions to Metrolink that work best with their local  
8 community's short and long-term priorities (hereinafter referred to as "GO LOCAL Step 1"); and

9       **WHEREAS**, CITY has completed the GO LOCAL Step 1 Project Concept form, and  
10 AUTHORITY has found such concept acceptable; and

11       **WHEREAS**, CITY, upon AUTHORITY's execution of this Agreement, will pursue the Project  
12 Concept; and

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

15       **ARTICLE 1. COMPLETE AGREEMENT**

16       This Agreement, including all exhibits and documents incorporated herein and made  
17 applicable by reference, constitutes the complete and exclusive statement of the terms and  
18 conditions of the agreement between AUTHORITY and CITY concerning the GO LOCAL Step 1  
19 work and supersedes all prior representations, understandings and communications between the  
20 parties. The invalidity in whole or part of any term or condition of this Agreement shall not affect the  
21 validity of the other terms or conditions.

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26       /

**ARTICLE 2. SCOPE**

A. This Agreement specifies the procedures that AUTHORITY and CITY will follow in connection with the GO LOCAL Step 1 work to be performed. CITY agrees to provide all services identified in Project Concept, identified herein as Exhibit A to this Agreement. Both AUTHORITY and CITY agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements.

B. AUTHORITY's failure to insist upon CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CITY's obligation in respect to performance shall continue in full force and effect.

C. Changes to any portion of this Agreement shall not be binding upon AUTHORITY unless confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

AUTHORITY agrees to the following responsibilities for the GO LOCAL Step 1 work:

A. Payment- AUTHORITY shall pay CITY the amount identified in Article 5. PAYMENT, for the GO LOCAL Step 1 work within 30 days of receipt of acceptable invoice. Funds will not be distributed to CITY if AUTHORITY has not accepted CITY's Project Concept. CITY may resubmit an amended Project Concept for review by AUTHORITY. AUTHORITY has the sole and exclusive right to accept or reject any Project Concept.

B. Should CITY not complete the services identified in Exhibit A, or does not meet the terms and conditions of this Agreement, the CITY will return to AUTHORITY all monies funded to the CITY within sixty (60) days of AUTHORITY's written demand.

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C. Additional Funding- Funding beyond what has been identified in Article 5. PAYMENT, shall be pursuant to a competitive process for projects initiated by AUTHORITY at a date to be determined. AUTHORITY does not guarantee that CITY will be selected to advance to the any future step in the GO LOCAL process.

#### **ARTICLE 4. RESPONSIBILITIES OF CITY**

CITY agrees to the following responsibilities for GO LOCAL Step 1 work:

A. Lead Agency- CITY will act as the lead agency for the GO LOCAL Step 1 work. However, CITY may designate pursuant to a written partnership letter of agreement that another city participating in the GO LOCAL program is serving as lead agency. AUTHORITY shall be provided a copy of this letter within ten (10) days after the agreement has been executed.

B. Third Party Partnerships- CITY is encouraged to collaborate with and enter into written agreements with adjacent cities to advance the project consistent with the Project Concept. CITY shall deliver to AUTHORITY a copy of each executed agreement within ten (10) days of execution.

C. Project Reporting- Within six months from the receipt of funds, CITY shall submit to AUTHORITY a progress report similar to that detailed in Exhibit B, entitled "GO LOCAL Initial Progress Report," attached to and, by this reference, incorporated in and made part of this Agreement. CITY shall be required to produce a final written report of its findings, recommendations, and next steps according to a mutually agreed upon date, but no later than the completion date of this Agreement. The Final Report will include the elements described in Exhibit C, entitled "GO LOCAL Project Concept Final Report Outline." Exhibit C is attached to and, by this reference, incorporated in and made part of this Agreement.

D. Use Of Funding- CITY shall use funding provided by AUTHORITY exclusively for the services identified in Exhibit A. All funding released to CITY shall be spent in accordance with Local Transportation Ordinance Number 2: The Revised Orange County Traffic Improvement and Growth Management Ordinance. If CITY fails to develop and/or pursue the Project Concept in accordance with said Ordinance, or the CITY uses the Funds to support or facilitate acquisition of property

through eminent domain or as matching funds to implement land development, all monies funded to the CITY shall be returned to AUTHORITY within sixty (60) days of AUTHORITY's written demand. AUTHORITY shall have sole discretion in determining whether the Project Concept has been developed and/or pursued in accordance with said Ordinance. AUTHORITY may terminate this Agreement, in whole or part, if the AUTHORITY determines in its sole discretion that CITY has utilized funds in a manner leading to use of eminent domain powers. Upon AUTHORITY's determination and written request, CITY shall return all monies in accordance with this Article.

E. Third Party Work- CITY shall deliver to AUTHORITY a copy of each executed agreement and scope of work for services to be performed by third parties in fulfillment of the Project Concept within thirty (30) days after the agreement has been executed.

F. Conduct- CITY shall conduct all of its activities in association with GO LOCAL Step 1 in a good and competent and professional manner and in compliance with all applicable federal, state and local rules and regulations.

G. Modeling—CITY shall utilize existing AUTHORITY modeling results to ensure that project results are compatible with AUTHORITY planning efforts. AUTHORITY shall make modeling available.

#### **ARTICLE 5. PAYMENT**

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in this Agreement, AUTHORITY shall pay CITY the not to exceed lump sum amount of One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after execution of this Agreement and upon receipt of acceptable invoice.

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B. As a supplement to the Final Report, CITY shall submit to AUTHORITY a Project Expenditures Certification, as detailed in Exhibit D, which is attached to this Agreement, and incorporated by reference, for work performed under this Agreement. The Certification shall include, but not be limited to, period of performance, actual expenses; classification, hours and rates of in-house personnel, vendors, contractors, for work performed exclusively for the GO LOCAL Step 1 phase. Additionally, CITY may be required to submit this information to the AUTHORITY at any time during the performance of this Agreement. CITY will be required to submit to AUTHORITY all information requested within thirty (30) days from AUTHORITY's request.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY agree that AUTHORITY's maximum cumulative payment obligation hereunder (including CITY's direct and indirect costs) shall be One Hundred Thousand Dollars (\$100,000.00) which shall include all amounts payable incurred solely for the purposes of the GO LOCAL Step 1 work.

**ARTICLE 7. AUDIT AND INSPECTION**

CITY shall maintain a complete set of records in accordance with generally accepted accounting principles and in accordance with Local Transportation Ordinance Number 2: The Revised Traffic Improvement and Growth Management Ordinance. The original records shall be maintained within the CITY limits. Upon reasonable notice, CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts and other data and records of CITY for a period of not less than four (4) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment for CITY's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall also have the right to reproduce any documents related to this Agreement by whatever means necessary.

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**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. ADDITIONAL PROVISIONS:**

The AUTHORITY and CITY agree to the following mutual responsibilities:

A. Term of Agreement- This Agreement shall continue in full force and effect through December 31, 2007, unless terminated by mutual written consent by both Parties. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

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C. Modifications- This Agreement may be amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by both AUTHORITY and CITY.

D. Legal Authority- AUTHORITY and CITY hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

E. Notices- Any notices, requests or demands made between the parties pursuant to this Agreement are to be directed as followed:

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To CITY:

City of Tustin

300 Centennial Way

Tustin, CA 92780-3715

ATTENTION: Tim D. Serlet

Director of Public Works/City Engineer

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

Attention: Kathleen Murphy-Perez,

Section Manager, Capital Projects

(714/560-5743); kperez@octa.net

c: Paul Taylor, Executive Director,

Development Division

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

G. Counterparts of Agreement- This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

H. Force Majeure- Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

/

I. Assignment- Neither this Agreement, nor any of a Party's rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under terms, in amounts, or for purposes other than as authorized by local, State or Federal law.

K. Governing Law- The laws of the State of California and applicable Federal, State, local laws, regulations and guidelines shall govern hereunder.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-6-0799 to be executed on the date first above written.

**CITY TUSTIN**

By: 

Doug Davenport  
Mayor

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

Arthur T. Leahy  
Chief Executive Officer

**ATTEST:**

By: 

Pamela Stoker  
City Clerk

**APPROVAL RECOMMENDED:**

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

Paul Taylor, Executive Director  
Development Division

Dated: \_\_\_\_\_

 **APPROVED AS TO FORM:**

By: 

Title: 





Public Works / Engineering

## City of Tustin

300 Centennial Way  
Tustin, CA 92780-3715  
(714) 573-3150  
FAX (714) 734-8991

### EXHIBIT A

#### **GO LOCAL STEP 1 CITY OF TUSTIN PROJECT OVERVIEW**

The City of Tustin Project Overview for the proposed City-Initiated Transit Extensions to Metrolink, known as Go Local Step 1, involves evaluation and identification of feasible short term and longer term transportation improvement measures that can be implemented to improve access to Tustin's Metrolink Station. The measures would include, but not necessarily be limited to, transit, pedestrian, and bicycle opportunities. The following are some study scope items that are anticipated to be included in the program:

- Transit operations that would serve Metrolink commuter needs in various areas in the City of Tustin including, but not limited to, the existing employment areas north of the Tustin Station, the Tustin Legacy, the Tustin Civic Center and Library, The Market Place, Old Town Tustin, and existing/proposed residential areas.
- Transit operations that would serve Metrolink commuter needs in areas beyond the City of Tustin, such as the Irvine Business Complex (IBC) and the John Wayne Airport.
- Transit connections to retail, restaurant and entertainment areas in Tustin and other cities, such as Old Town Tustin, The District at Tustin Legacy, The Irvine/Tustin Market Place, and South Coast Plaza. A "trolley" service will be included in this portion of the study. This could increase demand for weekend and evening Metrolink stops at the Tustin Station.
- Feasibility for development of direct pedestrian access for the business area immediately north of the Tustin Station.
- Improved bicycle access to the Tustin Station.
- Expanded Metrolink parking supply through use of existing or proposed off-site parking facilities in combination with transit access to/from the Tustin Station.
- Identification of added strategies whereby transit service would be an integral part of short-term and longer-term solutions to existing and future parking shortfalls at the Tustin Station. The strategies would include addressing current parking capacity issues and potential impacts during construction of a planned parking structure at the Tustin Station.



**GO LOCAL**

**PROJECT CONCEPT  
SIX-MONTH PROGRESS REPORT**

City/Date: \_\_\_\_\_

Prepared By \_\_\_\_\_

**A. Project Overview Progress Report**

Please include a 200-300 word description of progress to date. *To the extent possible*, you should describe what you are working on, your methodology, key staff and/or stakeholders, and any preliminary results.

**B. Project Resources**

Please indicate all that apply:

- ◆ We've been utilizing consultants  
(Name(s): \_\_\_\_\_)
  
- ◆ We've been doing some or all  
of the work in-house
  
- ◆ We have partnerships with:  
(Include if not listed in Exhibit A)

**C. Financial Report**

Percentage of funding Committed \_\_\_\_\_ Expended \_\_\_\_\_

We foresee obstacles to completion with funding. No \_\_\_\_\_ Yes \_\_\_\_\_  
If yes, please explain in attachment:

**Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**





## GO LOCAL

### **PROJECT CONCEPT FINAL REPORT OUTLINE**

At the conclusion of Project Concept work, all cities will submit a Final Report within \_\_\_\_\_ days utilizing the outline below. Sections Five and Six below will constitute your proposal for the next phase of work.

1. **Summary of Project** (1 page)
2. **Study Questions** (1 page)
3. **Methodology Used** (1 page)
4. **Results** (3-5 pages)  
*Report against the Evaluation Criteria, i.e. financial considerations, community factors, transportation benefit.*
5. **Findings** (4-5 pages)  
*Your analysis of the results*
6. **Next Steps** (5-7 pages)  
*Identify:*
  - *what you wish to do next,*
  - *the methods you would use,*
  - *the staff, resources, and time you would need;*
  - *what you would expect to determine, and*
  - *the budget, your agency contribution, any partnerships and their contributions.*

**Return to: Jeanne Spinner-La Mar, Manager, Local Initiatives  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584**



**GO LOCAL**

**PROJECT CONCEPT**  
**Project Expenditures Certification**

**SAMPLE**

Consultant	Contract Number	Cost Column A	In-house Labor	Total hours charged to project x fully burdened hourly rate	Cost Column B	TOTAL add A & B
ABC	001	25,000	Sr. Planner	500 hours x \$85/hr	42,500	
XYZ	002	30,000	Admin Asst.	100 x \$25/hr	2,500	
		55,000			45,000	100,000

I hereby certify that the above is a true and correct statement of the work performed and costs incurred on the Project Concept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Return to: Jeanne Spinner-LaMar, Manager, Local Initiative  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-15







BOARD COMMITTEE TRANSMITTAL

**February 20, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup>Wendy Knowles, Clerk of the Board  
**Subject:** Customer Relations Report for Second Quarter Fiscal Year 2006-07

This item will be considered by the Transit Planning and Operations Committee on February 22, 2007. Following Committee consideration of this matter, staff will provide you with a summary of the discussion and action taken by the Committee.

Please call me if you have any comments or questions concerning this correspondence. I can be reached at (714) 560-5676.







**February 22, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Customer Relations Report for Second Quarter  
Fiscal Year 2006-07

### **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 quarter. Customer Relations administers the Customer Information Center contract and an update of the contract status is provided.

### **Recommendation**

Receive information for discussion and possible action as deemed appropriate by the Board.

### **Background**

The Customer Relations Department is responsible for identifying and resolving service issues through the use of proactive and responsive methods. Customer Relations disseminates information about Orange County Transportation Authority (OCTA) services and policies and serves as a channel through which customers' opinions about those services and policies are transmitted to OCTA.

### **Discussion**

Responsibilities within the Customer Relations Department are varied. As its primary function, Customer Relations takes written, verbal, and e-mailed comments and complaints and facilitates OCTA responses. Staff interacts closely with numerous departments to obtain resolution to customers' concerns. Customer Relations participates in monthly meetings with both Transit and Community Transportation Services (CTS), as well as with the contractor responsible for providing ACCESS service and contracted fixed route service, to ensure customer concerns are heard and problems are resolved. Staff also interacts closely with the bus Service Planning and Customer Advocacy staff to ensure there is a forum to listen to the needs of riders.

The department also oversees the Customer Information Center (CIC) which provides routing information to bus riders; the issuance of Reduced Fare Identification (RFID) cards to seniors and persons with disabilities; and the sale of bus passes and ACCESS coupons to the public via mail, phone, and online. Customer Relations is also responsible for addressing escalated customer service issues about Metrolink and the 91 Express Lanes; administration of the OCTA Store; production of Riders' Alerts to notify customers of changes to bus routes and schedules; visiting new vendors selling OCTA fare media; and oversight of the Special Needs in Transit Advisory Committee. Below are highlights of Customer Relations activity during the period of October 1 through December 31, 2006.

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, ACCESS special needs service, and Metrolink train service. Listed below is a breakdown of the total communications that Customer Relations received during the quarter.

Total Communications

Fiscal Year 2006-07	Phone Calls	E-mails	Letters	Totals
1 <sup>st</sup> Quarter (July – September)	11,397	935	77	12,409
2 <sup>nd</sup> Quarter (October – December)	11,291	847	97	12,235
Variance	(-0.9%)	(-9.4%)	26.0%	(- 1.4%)

ACCESS Service

Veolia Transportation, Inc. (Veolia) operates ACCESS service. During this quarter, there were 335,771 ACCESS boardings. Complaints about the service continued to be the primary issue during the quarter. Complaints about ACCESS accounted for the majority of total complaints received during the second quarter. The problems identified included changes to subscription ride times without notification to the riders, vehicles running behind schedule and driver no-shows. The complaint standard for ACCESS service is no more than one (1) for every one thousand boardings. There were 4.55 complaints per one thousand boardings in the second quarter of fiscal year 2007, as compared to the first quarter, which had 4.1 complaints per one thousand boardings. There were 243 compliments for the quarter compared to 150 for the previous quarter, which is a 62 percent improvement.

**Continuing Key Issues for ACCESS**

**1. Vehicles Not Arriving**

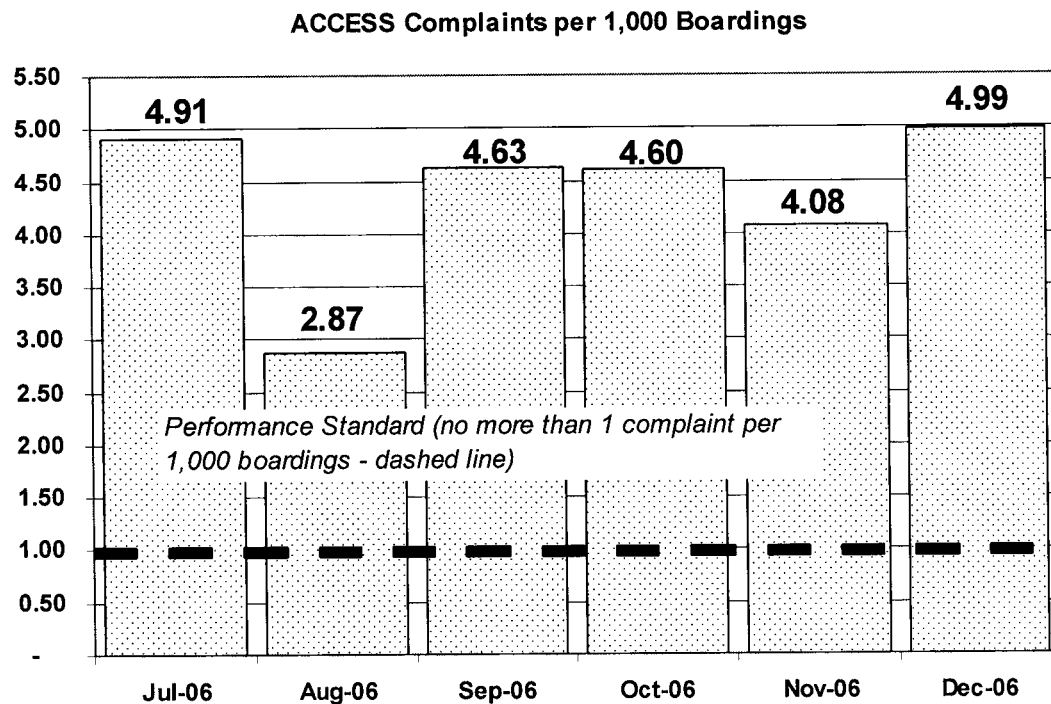
From October 1, 2006 to December 31, 2006, Customer Relations received 418 complaints from riders about ACCESS vehicles not arriving to pick them up, compared to the 375 complaints reported in the previous quarter. This is a 12 percent increase in complaints about vehicles not arriving.

**2. Vehicles Running Behind Schedule**

There were 430 complaints about ACCESS drivers running late, versus 362 in the previous quarter. This is a 19 percent increase in complaints about vehicles running behind schedule.

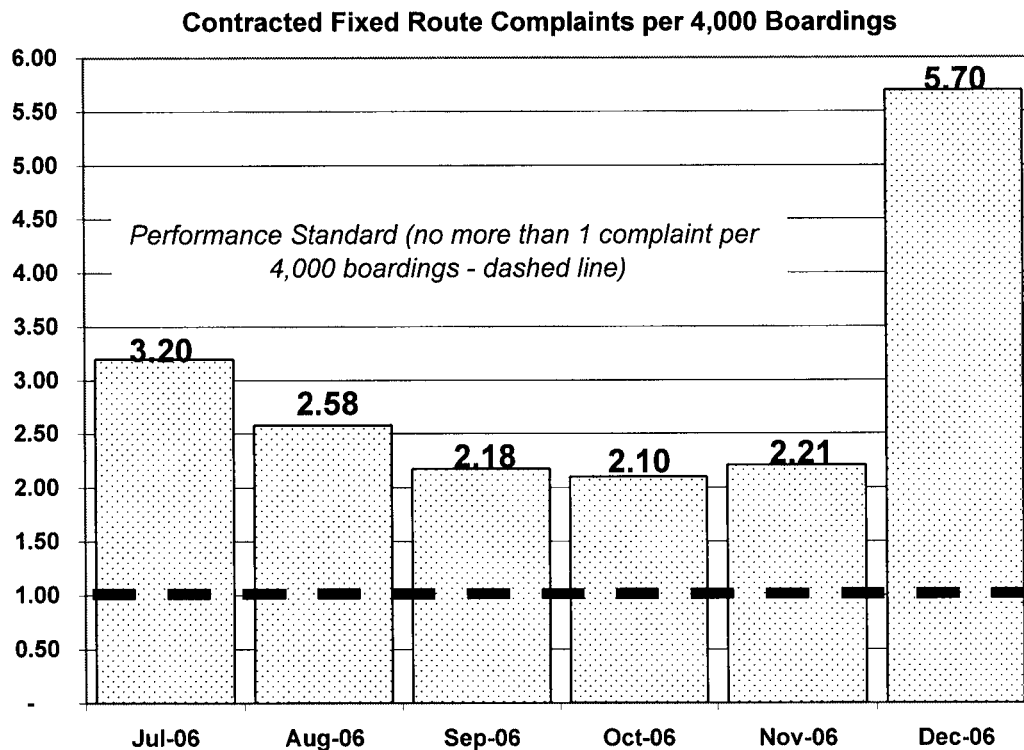
**3. Driver Judgment (any questionable decision, action, or omission on the part of the ACCESS driver)**

A total of 148 complaints were received from riders about the judgment displayed by contracted drivers, compared to 100 received last quarter.



**Contracted Fixed Route Service**

In addition to ACCESS service, Veolia operates contracted fixed route service, which includes OCTA's community fixed routes, all StationLink routes, and OC Express routes 757, 758, and 794. During this quarter, there were 298,627 boardings. There were 40 compliments for the quarter compared to eight in the previous quarter, which is a 400 percent improvement. The contractual complaint standard for contracted fixed route is no more than one (1) complaint per four thousand boardings. Veolia finished the quarter at 3.2 complaints per four thousand boardings. In the previous quarter there were 2.63 complaints per four thousand boardings. In December of 2006, Veolia conducted a driver rebid, changing driver assignments to new routes. This caused a disruption in service, increasing complaints per four thousand boardings from 2.21 in November to 5.7 in December (see following graph.)



Continuing key issues for contracted fixed route:

1. **Vehicles Not Arriving**

From October 1, 2006 to December 31, 2006, Customer Relations received 72 complaints from riders about contracted vehicles not arriving to pick them up, compared to the 53 complaints reported in the previous quarter. This is a 36 percent increase in complaints about vehicles not arriving.

**2. Vehicles Running Behind Schedule**

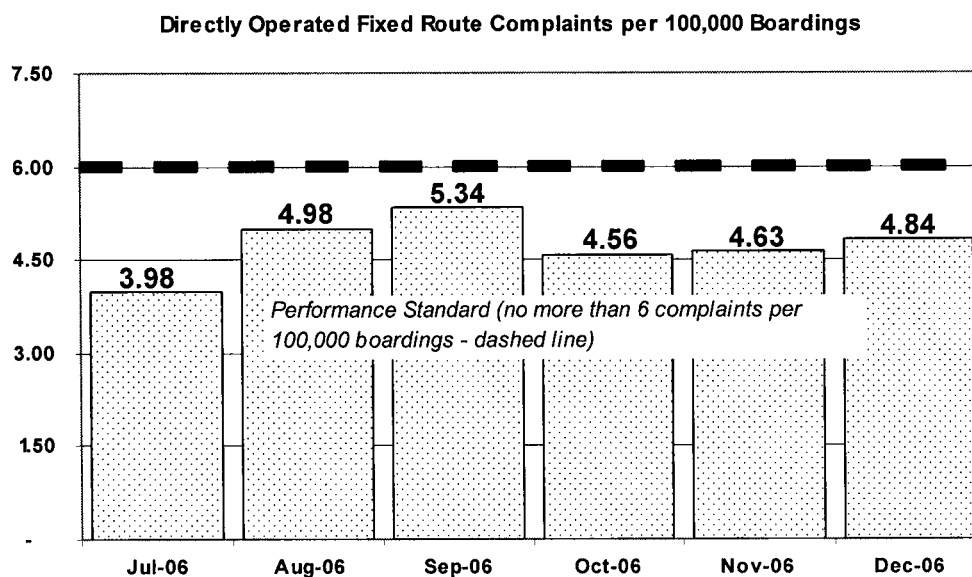
There were 48 complaints about contracted drivers running late, versus 57 in the previous quarter. This is a 16 percent decrease in complaints about vehicles running behind schedule.

- 3. Driver Judgment** (any questionable decision, action, or omission on the part of the contracted service driver) Examples of judgment complaints include, but are not limited to, loading/unloading customers under unsafe conditions, conducting personal business while in service, failure to call medical or security assistance when warranted by circumstances, etc.

A total of 13 complaints were received from riders about the judgment displayed by contracted drivers, compared to 11 received last quarter.

**Fixed Route Bus Operations**

During this quarter, there were 16,827,757 fixed route boardings. Based on the customer communications received, there were 4.67 complaints per 100,000 boardings, which is well within the Transit Division's goal of six complaints per 100,000 boardings. The concern most often expressed by customers of OCTA's fixed route during the second quarter was being passed by while waiting for a bus. There were 204 compliments for the quarter compared to 199 for the previous quarter, which is a three percent improvement.



**Feedback for Fixed Route Bus Service**

**1. Pass-bys**

A total of 199 complaints were received from passengers who reported being passed by OCTA buses, compared to 193 complaints received last quarter. This is a three percent increase in the number of complaints about pass-bys.

**2. Driver Judgment (any questionable decision, action, or omission on the part of a coach operator)**

There were 121 complaints received about the judgment displayed by OCTA coach operators. This is four less than the 125 complaints received last quarter and a three percent decrease in the number of complaints about driver judgment.

**3. Driving Techniques**

There were 97 complaints about the driving techniques displayed by coach operators, compared to 105 complaints received in the previous quarter. This is an eight percent decrease in the number of complaints about driving techniques.

**Customer Information Center**

The Customer Information Center (CIC) is operated by Alta Resources. Alta Resources handled 162,047 calls for the quarter compared to 174,941 in the first quarter, which reflects a decrease of 7 percent. The average speed to answer a call in December was 25 seconds. The service rate standard for CIC is for the contractor to answer 90 percent of the calls within 120 seconds or less. Alta Resources' service rate was at 94 percent, well above standards. For the second quarter of the fiscal year, Alta Resources received two complaints compared to five during the first quarter of the fiscal year. The contract C-1-1853 with Alta Resources expired on 12/31/06. The Board awarded Alta Resources a new contract, which began on 1/2/07.

**Customer Information Center Contract Closeout C-1-1853**

**Alta Resource, Inc. C-1-1853**

Initial Contract Term - Two Years	1/1/02 – 12/31/03
Three, One-Year Options	1/1/04 – 12/31/06
Maximum Cumulative Obligation	\$ 5,978,000.00
Actual Billed	\$ 5,971,051.93
Contract Balance @ Closeout	\$ 6,948.07

Customer Relations Activities

- **ACCESS Contract Transition**

The CTS Department established a dedicated phone line between Customer Relations and Veolia operations. The dedicated phone line allows Customer Relations to provide immediate assistance to ACCESS riders who are experiencing real-time service issues. Customer Relations has helped advocate for the riders to resolve immediate service needs such as assisting with the scheduling of backup rides.

- **Transit Focus Groups**

During the quarter, the Transit Division hired an independent facilitator to conduct a series of focus groups with coach operators. The purpose of the focus groups was to obtain feedback from coach operators regarding the customer comment process.

As part of the focus groups, Customer Relations staff were asked to detail the customer handling process from the time of initial contact with the customer to final processing at the base level. After each presentation, the coach operators were provided the opportunity to give feedback to the consultant privately so all comments remained anonymous and confidential.

- **91 Express Lanes**

The OCTA Store established one hundred and ninety-five (195) new accounts for the 91 Express Lanes during the quarter, compared to 152 in the previous quarter.

- **Pass Sales**

There was a total of \$432,378 in passes sold within the Pass Sales Section, compared to \$399,483 sold in the previous quarter. The regular pre-paid day passes generate the largest number of sales for fixed route. The ACCESS fare coupon books generate the most sales dollars.

- **Coach Operators with Ten or More Complaints**

Customer Relations continued to meet with base management staff, as well as with senior managers from the Transit Division, regarding coach operators who have ten or more customer complaints. These meetings have been highly successful in improving communication between Customer Relations and base management staff. As a result of these meetings and other service quality programs, the number of coach operators with 10 or more complaints remains at less than one percent. The

number of coach operators with 10 or more complaints was nine for the first quarter of the fiscal year and 11 for the second quarter.

***Summary***

During the quarter, Customer Relations continued to address customer service issues. Customer comments for OCTA-operated fixed route bus service remained within the established performance standards. ACCESS and contracted fixed route service, operated by Veolia, continued to experience customer service issues and did not meet the performance standards for the second consecutive quarter. Alta Resources, the contractor responsible for the CIC, continued to operate within the performance standards established in their contract.

***Attachments***

- A. ACCESS Complaints and Contracted Fixed Route Complaints
- B. OCTA Operated Fixed Route Complaints and Coach Operators With 10+ Complaints

**Prepared by**



Adam D. Raley  
Senior Customer Relations  
Specialist  
(714) 560-5510

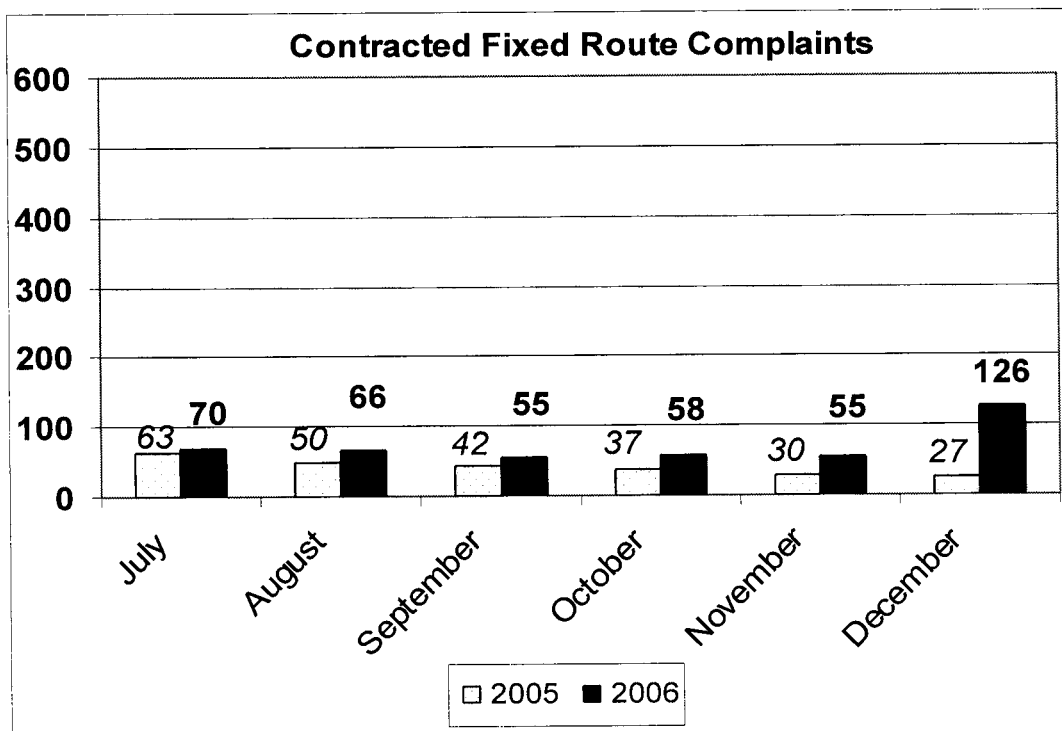
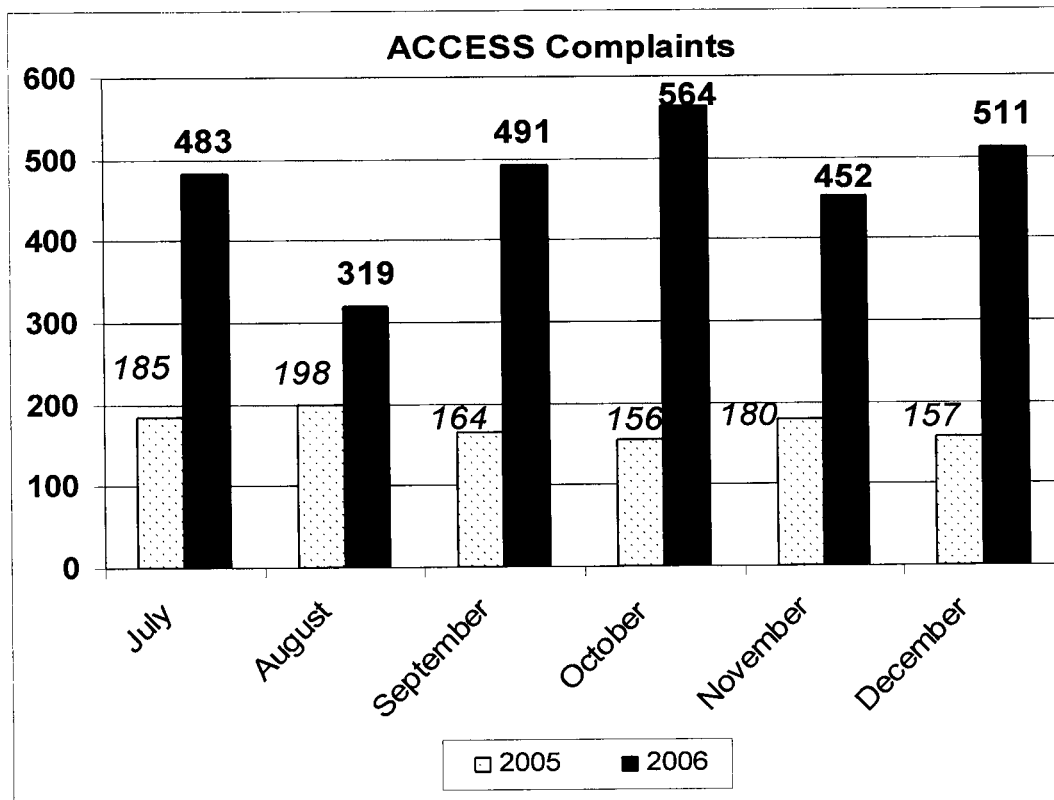
**Approved by:**



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

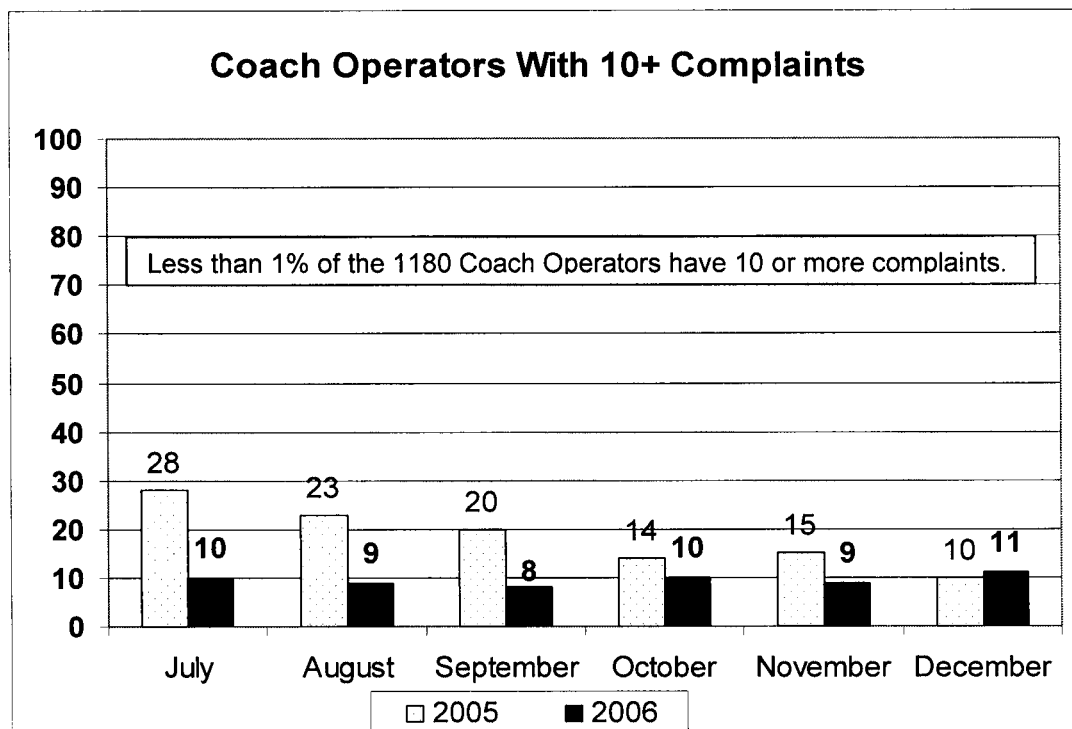
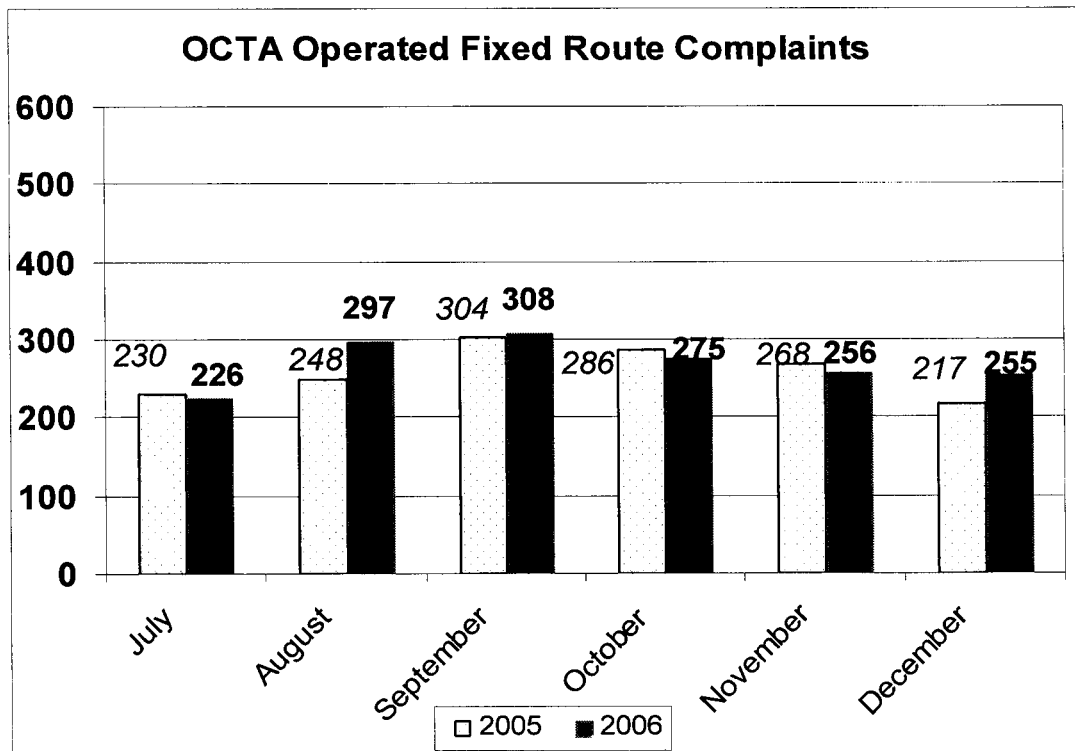


## ATTACHMENT A





## ATTACHMENT B









*BOARD COMMITTEE TRANSMITTAL*

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Measure M Oversight Committee Recruitment

Transportation 2020 Committee

February 12, 2007

**Present:** Directors Amante, Brown, Buffa, Campbell, Cavecche, Dixon, and Pringle  
**Absent:** None

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Receive and file as an information item.





**February 12, 2007**

**To:** Transportation 2020 Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Measure M Oversight Committee Recruitment

### **Overview**

The Renewed Measure M Ordinance No. 3 calls for the transformation of the Citizens Oversight Committee into the Taxpayers Oversight Committee. The committee make-up essentially will remain the same except for the addition of two members to ensure equal representation of all supervisorial districts at all times. The annual recruitment process for the Measure M Citizens Oversight Committee typically takes place from April to June.

### **Recommendation**

Receive and file as an information item.

### **Background**

The nine-member Measure M Citizens Oversight Committee (COC) has been meeting for 16 years and includes eight citizens representing the five supervisorial districts, plus the Orange County Auditor-Controller. As outlined in the Measure M Ordinance No. 2, a recruitment process is conducted annually by the Grand Jurors Association of Orange County (GJAOC). This organization acts as an independent body serving in the interest of the Orange County citizens. In its role, the GJAOC appoints a five-member Citizens Oversight Committee Membership Selection Panel (Selection Panel).

The Orange County Transportation Authority (OCTA) currently has a contract with the GJAOC, in an amount not to exceed \$37,500, for five years for the Selection Panel to manage the new member recruitment process which consists of reviewing and screening applications, and interviewing the semi-finalists. At the end of the process, the Selection Panel provides a list of up to five finalists for each district to the OCTA Board of Directors which then conducts a lottery process where the OCTA Chairman draws names randomly to select the new members.



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

***Discussion***

The Renewed Measure M Ordinance No. 3 (Ordinance No. 3) calls for the COC to be transformed into the Taxpayers Oversight Committee (TOC). The TOC will take on the role of the current COC and have essentially the same make-up and basic responsibilities, except with two additional members. In order to ensure balanced representation of all supervisorial districts, Ordinance No. 3 calls for an 11-member committee with 10 citizens plus the Orange County Auditor-Controller. Each supervisorial district will then have two members at all times. Currently, each supervisorial district occasionally has just one member based on a 20-year rotation schedule (Attachment A).

The COC new member recruitment time period begins in April and concludes with a lottery taking place at the final OCTA Board Meeting in June. The current rotation schedule calls for the recruitment to fill vacancies in the First and Fourth Supervisorial Districts. In addition, the positions of the two TOC members needs to be filled for the First and Fifth Supervisorial Districts.

Ordinance No. 3 has a provision for the COC to take on the role of the TOC whenever necessary. Since the committee may be considering Renewed Measure M items within the next year, the recruitment process which begins in April will seek to fill a total of four vacancies. The first official meeting of the TOC will take place after the recruitment of the new members concludes in June. The attached schedule outlines the process (Attachment B).

The Selection Panel will use a fact sheet/application form for recruitment purposes. Applications will be distributed by utilizing direct mail to listings in the OCTA database in the specific zip codes for the First, Fourth and Fifth Supervisorial Districts. The database includes area chambers, public libraries, ethnic organizations, and other special interest groups. Advertisements are also placed in the *Los Angeles Times/Orange County Edition*, the *Orange County Register*, *Excelsior*, and local newspapers.

In May, the members of the Selection Panel will screen applications from interested citizens. The Selection Panel looks closely at each applicant's

community service record as well as experience in community and transportation issues. The Selection Panel will consider each individual's ability to assess and analyze facts, desire to make the COC a priority, involvement in community organizations, special skills or experience, and degree of knowledge of government. In addition, elected or appointed officials are prohibited from serving on the committee. Finalists with potential conflicts have agreed to resign from their elected positions if selected.

Personal interviews are conducted by the Selection Panel, following an initial screening process, in an effort to gain as much insight as possible into the most qualified candidates.

The criteria listed in Policy Resolution No. 1, Section III, No. 3 of Ordinance No. 2, mandates a minimum of three, and no more than five candidates to be recommended for each supervisorial district. The criteria in Ordinance No. 3 calls for five candidates to be recommended.

During the lottery process, the first name drawn from each supervisorial district will be the selected committee member. The remaining names will be drawn from each supervisorial district to establish a contingency list. Should a vacancy occur, finalists would be called upon to serve on the committee in the order in which their names were drawn. For the First Supervisorial District, the first name drawn will serve a three-year term and the second name drawn will serve a two-year term in order to ensure continuity on the committee. The four new members will begin serving their terms in July 2007 as part of the TOC.

### ***Summary***

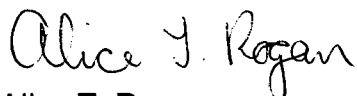
The new member recruitment process for the nine-member Measure M COC is set to begin in April. With the passage of Ordinance No. 3, the committee will be transformed into the 11-member TOC as soon as four vacancies are filled in June.

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***Attachments***

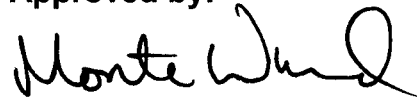
- A. Measure M Citizens Oversight Committee Member Recruitment Rotation/Rotation Schedule
- B. Measure M Oversight Committee 2007 Recruitment Schedule Supervisorial Districts One, Four and Five

**Prepared by:**



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

**Approved by:**



Monte Ward  
Director, Special Projects  
(714) 560-5582

# Measure M

## Citizens Oversight Committee

### Member Recruitment/Rotation Schedule

#### Recruitment Schedule

	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
District 1	1		2			1	1		1		1		1				1		1	1
District 2	2			2			1	1		1			1		1	1		1		
District 3	2	1			1	1			1	1		1			2			1	1	
District 4	2	1			1	1			1	1		1	1			1	1			1
District 5	1		1	1			1	1			1	1		1		1		1	1	

Breakdown of the number of citizens recruited from each Supervisorial District during the life of Measure M:

District 1    12                      District 3    12                      District 5    11

District 2    11                      District 4    12

#### Representation Rotation

	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
District 1	1	1	2	2	2	1	2	2	2	1	2	1	2	2	2	1	1	1	2	2
District 2	2	2	1	2	2	2	1	2	2	2	1	1	1	1	2	2	2	2	1	1
District 3	2	2	1	1	1	2	2	1	1	2	2	2	1	1	2	2	2	1	2	2
District 4	2	2	2	1	1	2	2	1	1	2	2	2	2	2	1	1	2	2	1	1
District 5	1	1	2	2	2	1	1	2	2	1	1	2	2	2	1	2	1	2	2	2

Each Supervisorial District has two representatives on the committee 12 times during the life of Measure M.



**MEASURE M OVERSIGHT COMMITTEE  
2007 RECRUITMENT SCHEDULE  
SUPERVISORIAL DISTRICTS ONE, FOUR AND FIVE**

Jan. 24	Planning meeting with Selection Panel Chair
April 2	Mail applications to the OCTA database
w/o 1	Advertisement appears in local papers within the First, Fourth and Fifth Supervisorial Districts
w/o 1	Press release distributed
1 & 5	Advertisement appears in the Orange County L.A. Times and the Orange County Register, Metro Section
17	Optional advertisement
25	First reading of applications by Selection Panel
May 1	Applications due
3	Second reading
7-18	Selection Panel interviews candidates
21	Selection panel submits list of finalists to OCTA
22-29	Legal review for conflict of interest
June 25	OCTA Chairman draws names









BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Renewed Measure M Election Costs

Transportation 2020 Committee

February 12, 2007

**Present:** Directors Amante, Brown, Buffa, Campbell, Cavecche, Dixon, and Pringle  
**Absent:** None

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Authorize the Chief Executive Officer to make payment to the County of Orange, in the amount of \$883,707.04, for the cost of printing Measure M in the November 7, 2006, general election sample ballot.
- B. Borrow funds from the Orange County Unified Transportation Trust to be repaid with interest soon after the collection of Renewed Measure M sales tax revenues commences in April 2011.





**February 12, 2007**

**To:** Transportation 2020 Committee  
**From:** Arthur T. Leahy<sup>M</sup>, Chief Executive Officer  
**Subject:** Renewed Measure M Election Costs

**Overview**

On November 7, 2006, the citizens of the County of Orange passed the renewal of Measure M by a majority vote of 69.7 percent. The Orange County Registrar of Voters incurred costs for printing the sample ballot. Under Section 180203 of the Public Utilities Code, the Orange County Transportation Authority is to reimburse the County of Orange for its cost in conducting the election.

**Recommendations**

- A. Authorize the Chief Executive Officer to make payment to the County of Orange, in the amount of \$883,707.04, for the cost of printing Measure M in the November 7, 2006, general election sample ballot.
- B. Borrow funds from the Orange County Unified Transportation Trust to be repaid with interest soon after the collection of Renewed Measure M sales tax revenues commences in April 2011.

**Background**

The Orange County Transportation Authority (OCTA) Board of Directors requested that the Orange County Board of Supervisors place the Renewed Measure M on the November 7, 2006, general election ballot. As required, the sample ballot included the 31 page Transportation Improvement Plan for the Renewed Measure M. The Registrar of Voters incurred incremental costs of \$883,704.04 for the printing and distribution of these materials. The Renewed Measure M passed by a majority vote of 69.7 percent. Since the measure was approved, the OCTA is required to reimburse the County for its cost in conducting the special election under the terms of Section 180203 of the Public Utilities Code.

**Public Utilities Code Section 180203**

(a) The county shall conduct the special election called by the board of supervisors pursuant to Section 180201. If the measure is approved, the authority shall reimburse the county for its cost in conducting the special election.

(b) The special election shall be called and conducted in the same manner as provided by law for the conduct of special elections by a county.

(c) The sample ballot to be mailed to the voters, pursuant to Section 13303 of the Elections Code, shall be the full proposition, as set forth in the ordinance calling the election, and the voter information handbook shall include the entire adopted county transportation expenditure plan.

***Discussion***

Since Renewed Measure M was approved, the OCTA is required to reimburse the County for its costs in conducting the special election. This expenditure will be the first of many against Renewed Measure M to occur prior to the collection of sales tax revenues in April 2011. In order to accommodate the cash flow requirements of this and future expenditures, staff recommends that undesignated Orange County Unified Transportation Trust (OCUTT) funds be transferred to the newly created Fund 17 – Local Transportation Authority (LTA) - Measure M II. All transferred funds will be repaid, with interest, beginning soon after April 2011 when Renewed Measure M sales tax revenues start to be collected.

**Fiscal Impact**

This expenditure is included in the mid-year budget amendment scheduled to go to the OCTA Board of Directors for approval at their regularly scheduled meeting on February 26, 2007. The \$883,704.04 payment to the County of Orange will be expensed to Account 0017-7729-M0001-F17 and is to be paid using OCUTT funds advanced to the newly created LTA Measure M II fund.

***Summary***

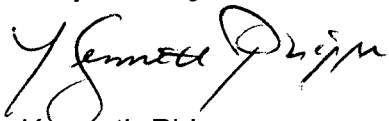
Authorize the Chief Executive Officer to make payment to the County of Orange, in the amount of \$883,707.04, for the cost of printing Measure M in the November 7, 2006, general election sample ballot using a loan of Orange County Unified Transportation Trust funds.

---

***Attachment***

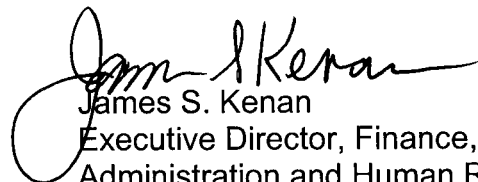
None.

**Prepared by:**



Kenneth Phipps  
Director, Finance, Administration and  
Human Resources  
(714) 560-5637

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678







*BOARD COMMITTEE TRANSMITTAL*

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Fiscal Year 2006-07 Mid-Year Budget Amendment

Finance and Administration Committee

February 14, 2007

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

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendations***

- A. Amend the Orange County Transportation Authority's expenditure budget (Account 0001-7831-A4456-EBA) by \$3,600,000 to accommodate the revised expenditure plan for the Bristol Street Widening Project.
- B. Amend the Orange County Transportation Authority's expenditure budget (Account 0017-7629-M0001-F17) and authorize the payment of \$883,704 to the Orange County Registrar of Voters for expenses incurred related to the November 7, 2006, ballot measure to extend Measure M.
- C. Amend the Orange County Transportation Authority's expenditure budget (Account 1722-9011-G0028-L44) by \$803,003 to cover contract change orders related to the Santa Ana Bus Base.
- D. Amend the Orange County Transportation Authority's expenditure (Account 2928-9028-IX002-DD1) budget by \$450,000 to augment funding related to replacing equipment and software for the Orange County Transportation Authority's fixed route radio system.
- E. Amend the Orange County Transportation Authority's staffing plan from 1,947 full-time equivalents to 1,948 full-time equivalents to accommodate the addition of one new hire request to support the high demands for coach operator recruitments. Amend the salaries and benefits budget by \$30,000, to fund this position for the balance of the fiscal year.







- F. Reduce the Orange County Transportation Authority's expenditure budget by \$5,385,000 by deferring three State Transportation Improvement Program projects, Chokepoint Santa Ana Freeway at Camino Capistrano Design, (Account 0051-7519-A9225-DYB), Avenida Vaquero Soundwall Design (Account 0051-7519-A9215-DYQ), El Camino Real Soundwall Design (Account 0051-7519-A9220-DYR) and removing one federally-funded project, the Irvine-Corona Expressway Feasibility Studies (Account 1536-7519-A1012-BXK), since the funds will be received by another agency.
- G. Amend the Orange County Transportation Authority's expenditure budget (Account 0010-7831-A0001-DSM) by \$15,000,000, as a result of the Orange County Transportation Authority's staff efforts in assisting cities in finalizing previously completed projects and releasing final payments.





**February 14, 2007**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, <sup>AL</sup>Chief Executive Officer  
**Subject:** Fiscal Year 2006-07 Mid-Year Budget Amendment

**Overview**

Staff proposes a budget amendment to update the Orange County Transportation Authority's Fiscal Year 2006-07 Budget. The mid-year budget amendment provides a net increase to the budget of \$15,381,707 bringing the total amended budget to \$1,043,712,409. This amendment reflects changes in expenditure plans, scope of works, payment for election efforts, and the addition of one staff position. Conversely this amendment also includes the reduction of several State Transportation Improvement Program projects due to the deferral of funding.

**Recommendations**

- A. Amend the Orange County Transportation Authority's expenditure budget (Account 0001-7831-A4456-EBA) by \$3,600,000 to accommodate the revised expenditure plan for the Bristol Street Widening Project.
- B. Amend the Orange County Transportation Authority's expenditure budget (Account 0017-7629-M0001-F17) and authorize the payment of \$883,704 to the Orange County Registrar of Voters for expenses incurred related to the November 7, 2006, ballot measure to extend Measure M.
- C. Amend the Orange County Transportation Authority's expenditure budget (Account 1722-9011-G0028-L44) by \$803,003 to cover contract change orders related to the Santa Ana Bus Base.
- D. Amend the Orange County Transportation Authority's expenditure (Account 2928-9028-IX002-DD1) budget by \$450,000 to augment funding related to replacing equipment and software for the Orange County Transportation Authority's fixed route radio system.

- E. Amend the Orange County Transportation Authority's staffing plan from 1,947 full-time equivalents to 1,948 full-time equivalents to accommodate the addition of one new hire request to support the high demands for coach operator recruitments. Amend the salaries and benefits budget by \$30,000, to fund this position for the balance of the fiscal year.
- F. Reduce the Orange County Transportation Authority's expenditure budget by \$5,385,000 by deferring three State Transportation Improvement Program projects, Chokepoint Santa Ana Freeway at Camino Capistrano Design, (Account 0051-7519-A9225-DYB), Avenida Vaquero Soundwall Design (Account 0051-7519-A9215-DYQ), El Camino Real Soundwall Design (Account 0051-7519-A9220-DYR) and removing one federally-funded project, the Irvine-Corona Expressway Feasibility Studies (Account 1536-7519-A1012-BXK), since the funds will be received by another agency.
- G. Amend the Orange County Transportation Authority's expenditure budget (Account 0010-7831-A0001-DSM) by \$15,000,000, as a result of the Orange County Transportation Authority's staff efforts in assisting cities in finalizing previously completed projects and releasing final payments.

***Background***

In June, the Board of Directors approved an \$844,528,598 revenue and expenditure plan for fiscal year (FY) 2006-07. Since then, the Board of Directors has approved eleven budget amendments totaling \$183,802,104 bringing the FY 2006-07 amended budget to \$1,028,330,702. A chronology of amendments is provided on the following page.

**Fiscal Year 2006-07 Amended Budget**

		\$ thousands	
Date	Description	Amount	Total
6/12/06	Approved Budget	\$	844,529
Previous Amendments:			
7/24/06	Asphalt pavement reconstruction at the Garden Grove Base	589	
8/24/06	Acquisition of real property for Anaheim Regional Transportation Intermodal Center	32,500	
8/24/06	Acquisition of 249 compressed natural gas buses	106,447	
9/20/06	Acquisition of Laidlaw land and building	16,000	
9/25/06	Construction of Buena Park Intermodal Facility	8,572	
9/25/06	Parking expansion at the Irvine Transportation Center	4,733	
11/13/06	Go Local Program	3,400	
11/27/06	Garden Grove Freeway Phase II improvement project	10,000	
11/27/06	Fund the compressed natural gas facility modifications at the Santa Ana Base	297	
11/27/06	Settlement Agreement with Swinerton and Tower Engineering	1,064	
12/11/06	Staffing support for the delivery of highway and transit projects	200	
	Subtotal	\$ 183,802	\$ 1,028,331
2/26/07	Mid-Year Amendment		15,382
		\$	1,043,712

**Discussion**

Staff continually monitors the Orange County Transportation Authority's (Authority) approved revenue and expenditure budget and provides a status report to the Board of Directors on a quarterly basis. Staff is required to seek approval from the Board of Directors to increase expenditure amounts or staffing levels. The mid-year budget amendment is intended to receive budget authorization for items that need to be addressed prior to the next budget year. Detailed explanations for each budget request follow:

**Bristol Street Widening Project**

On November 21, 2005, the Board of Directors approved the Comprehensive Funding Strategy and Policy Direction. The Bristol Street Widening Project was part of this plan with an estimated project cost of \$225,000,000. The plan committed the Authority to funding the first \$125,000,000, over the next several fiscal years.

During the development of the FY 2006-07 budget, staff anticipated expenditures to reach \$36,000,000. Year-to-date expenditures for this project are \$13,300,000. Staff from both the Authority and the City of Santa Ana have looked closely at the balance of work to be performed by June 30, 2007, and

estimate that year-end costs will be approximately \$39,600,000, requiring the budget to be increased by \$3,600,000.

#### **Measure M Election**

The Authority has received an invoice from the Orange County Registrar of Voters, in the amount of \$883,704, to reimburse them for costs incurred related to the November 7, 2006, Measure M ballot measure. This item was not included in the FY 2006-07 budget. This invoice will be paid using Orange County Unified Transportation Trust (OCUTT) funds, which will be repaid with interest in 2011 when Renewed Measure M funds are collected.

#### **Santa Ana Bus Base Contract Change Orders**

The Authority had a contractual agreement with Swinerton, Builders, Inc., (Contract C-2022C) to be the primary contractor for the construction of the Santa Ana Bus Base, which became operational in May 2005. Subsequent to the opening of the base, the Authority's staff worked with the primary contractor and identified the need to issue multiple contract change orders. Change Orders 33 thru 55 were completed by a subcontractor who was paid by the primary contractor. As a result, the Authority has been invoiced accordingly in the amount of \$803,003. However, the budget authority for these change orders was included in last fiscal year's budget. Consequently, staff requests that last year's budget authorization for this item be moved to the FY 2006-07 budget to align with the actuals.

#### **Fixed Route Radio Computing Equipment and Software**

As part of the FY 2006-07 budget, the Board of Directors approved \$850,000, to replace the Authority's fixed route radio system. The purpose of this project is to maintain a reliable radio system. This can be achieved by refreshing the technology on a periodic basis per the standard lifecycle of computing technology, before failures occur and impact bus service.

Staff has begun the procurement process for replacing this equipment and software. However, upon defining the specifications, a need to expand the scope of work to include three new elements, at a cost of an additional \$450,000, has been identified. The reasons for increasing the budget authority are highlighted below:

- 1) Revised estimates from the sole source contractor, Orbital Sciences, Inc. (Orbital) would require an additional \$150,000, for professional services to

integrate and implement the upgraded equipment and software, and \$50,000 for training needs.

- 2) In anticipation of the implementation of bus rapid transit (BRT) service in FY 2008-09, a subsystem called Advanced Traveler Information System (ATIS), offered by Orbital, will be needed to feed the "next bus" sign feature proposed at BRT bus stops. This subsystem is estimated at \$150,000.
- 3) Staff requests to expand the scope of the project to replace four technologies that were not part of the original budget for FY 2006-07, estimated at \$100,000. These additional technologies are:
  - The Hyperion/Brio reporting server computer and client software for multiple computers is the primary reporting solution for the radio system. The software is no longer supported by the manufacturer.
  - Three additional remote Automatic Vehicle Location (AVL) stations have been added. The software will be required to be upgraded with the upgrade of the main Computer Aided Dispatching (CAD)/AVL host solution included in the original scope.
  - The voice annunciator programming workstation performs the programming of the voice annunciator signs in the Authority's bus fleet. There are now two models of annunciators on our buses and this station can only program the older models. It has also experienced intermittent hardware issues as well and should be replaced.
  - The automated passenger counting system involves a server computer, a client computer at each base and related software. This system has been prone to failure in the last year due to system age.

#### Human Resources Staffing

The Employment Department has been struggling to recruit enough coach operators to meet the needs of the Transit Division. An average of three coach operators leave the Authority each week and there are significant service level increases planned over the next five years. While several recruitment strategies have been implemented to increase the number of applicants attending Student Coach Operator Training (SCOT), the most effective change is to dedicate more resources to contacting applicants soon after applications are submitted and after they have passed the requisite tests.

In September 2006, the Employment Department experimented by hiring a temporary employee to contact coach operator applicants before and after the testing phase and to assist in targeted recruiting of administrative and professional employees. Devoting additional resources to the high-volume



recruiting of coach operators has allowed recruiters to contact, test, and interview interested applicants within approximately one week of application submission. Without the additional recruiter, it was taking staff up to three weeks or more to contact applicants and invite them in for testing. This time lag allowed aggressive job seekers to find other employment before the Authority even acknowledged their interest in a career as a coach operator. After testing is completed, the additional recruiter has allowed staff to complete post-testing interviews in just 2-2.5 days as opposed to the previous 4-5 days necessary for a single recruiter to conduct all of the necessary interviews. Completing the interviews more quickly allows background checks, pre-employment physicals, and drug-screens to be requested more quickly and gives those applicants without a California Driver License (CDL) more time to obtain their CDL permit and become eligible for the next SCOT class.

The end result is that the Authority retains more interested coach operator applicants by engaging them in the hiring process more quickly as evidenced by the number of new hires enrolled in recent SCOT training classes. Before the addition of the temporary employee, the average SCOT class (from January through August) numbered 14.77 new coach operators. Since adding the temporary employee, devoting 50 percent of his time to the coach operator recruiting process, the average SCOT class now averages 22 coach operators, a 49 percent increase in coach operator new hires.

Respected industry professional organizations, including the Society for Human Resource Management, recommend that an in-house recruiter should handle between 12 to 18 requisitions, depending on their complexity, in order to provide the level of attention, communication, and follow-up necessary to both applicants and hiring managers to ensure a successful hire. Throughout 2006, the two full-time recruiters dedicated to administrative and professional recruiting have each had an average workload of 22.57 requisitions. The addition of a recruiter devoting the remaining 50 percent of his/her time to support the administrative recruiting process would bring the average recruiter workload down to a more manageable average of 18 requisitions per recruiter.

Staff requests that the staffing plan be increased by one full-time equivalent to accommodate the addition of an employment representative position, salary grade N. The annualized cost of salaries and benefits for this position is approximately \$90,000. Staff requests that the FY 2006-07 budget be amended by \$30,000, to accommodate this position for the balance of the fiscal year.

### Grant-Funded Projects

There are four grant-funded projects totaling \$5,385,000 that were included in the FY 2006-07 budget that can be removed. Three State Transportation Improvement Project (STIP) funded projects, the Chokepoint Santa Ana Freeway (Interstate 5) at Camino Capistrano Design (\$1,500,000), the Avenida Vaquero Soundwall Design (\$425,000) and the El Camino Real Soundwall Design (\$460,000) will not be initiated this fiscal year and will be re-budgeted in a subsequent fiscal year. Also, the Irvine-Corona Expressway Feasibility Study (\$3,000,000) is federally funded but will not flow through the Authority's books since Riverside County Transportation Commission will be the lead agency and receive the federal funding.

### Measure M Competitive Grant Program

Per the Measure M Ordinance, projects are categorized into three modes with defined appropriations limits. These modes include freeways, local streets and roads, and transit. One of the components of the local streets and roads program provides funds to the cities on a competitive process. To date, the Authority has paid approximately \$385,000,000 to the cities toward various competitive program projects. However, there has been a backlog of projects and the Authority's staff has been tasked to reduce them. The Authority's staff has been working diligently to assist the cities to facilitate project delivery as well as to finalize previously completed projects. As a result of this effort, the Authority is on track to surpass the existing budget authority of \$30,000,000 and is requesting an additional \$15,000,000 in contributions to other agencies.

### **Summary**

Staff recommends a mid-year budget increase of \$20,766,707 to accommodate a revised schedule for the Bristol Street Widening Project, a payment to the Orange County Registrar of Voters related to the Measure M election, aligning budget authority for change orders related to the Santa Ana Bus Base, increasing the budget for the fixed route radio system procurement for new equipment and software, adding an additional recruiter position, and providing additional Measure M funds for the competitive program. Staff also recommends a mid-year budget reduction of \$5,385,000, since four grant-funded projects will either be deferred or will not flow through the Orange County Transportation Authority's books. The total net increase to the fiscal year 2006-07 budget is \$15,381,707.

---

**Attachment**

None.

**Prepared by:**



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Budget Manager  
Financial Planning and Analysis  
(714) 560-5702

**Approved by:**



James S. Kenan  
Executive Director, Finance,  
Administration and Human Resources  
(714) 560-5678





BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Insurance Coverage Procurement Process

Finance and Administration Committee

February 14, 2007

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

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendations (reflects change from staff recommendation)***

- A. Direct staff to implement the five point insurance procurement process as directed by the Finance and Administration Committee on November 8, 2006.
- B. Establish an insurance ad hoc committee, which would be available to meet on an as-needed basis.

***Committee Discussion***

Committee Chairman Campbell expressed that he would like to form an insurance ad hoc committee, which would be available to meet on an as-needed basis when bids are received at such a time that full Board consideration is not possible to meet a deadline to lock in coverage prior to the expiration of the policy.

Committee Chairman Campbell offered to sit on this ad hoc committee (which may have up to three members) and requested that any two Members who wished to be part of this group contact him.





**February 14, 2007**

**To:** Finance and Administration Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Insurance Coverage Procurement Process

### **Overview**

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 of Directors for review and approval of this process.

### **Recommendation**

Direct staff to implement the five point insurance procurement process as directed by the Finance and Administration Committee on November 8, 2006.

### **Background**

The Orange County Transportation Authority (OCTA) purchases various insurance coverages such as workers' compensation, liability, property, crime, terrorism, business interruption, life, health, dental, vision, and short and long term disability insurance. OCTA contracts with insurance brokers for the marketing and placement of these coverages.

The Risk Management Department currently works with Marsh Risk and Insurance Services (Marsh), OCTA's Broker of Record, in the marketing and placement of the property and casualty coverages while the Human Resources Department works with Mercer Health and Benefits, LLC (Mercer) for the marketing and placement of health and disability coverages.

### **Discussion**

On October 11, 2006, former Board Member Mike Duvall and other members of the Finance and Administration Committee expressed an interest in developing a formal insurance procurement process that would provide additional time and information for the committee review and approval of all

OCTA insurance procurements. 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 of Directors for review and approval of this process.

The Finance and Administration Committee provided the following guidelines 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 of Directors.
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 prepare an annual schedule of insurance procurements that will provide a summary of each and every insurance coverage that OCTA plans to purchase during the fiscal year. This schedule will include information about the insurance carrier, current premium rates and total costs, effective policy coverage periods, limits of coverage by type or category of exposure, special conditions and exclusions if any and Committee/Board dates (Attachment A). This plan will be discussed with the Finance and Committee at the second Finance and Administration Committee meeting in May each year.

The Risk Management Department currently works with Marsh in the marketing and placement of the property and casualty coverages. Marsh is being paid a flat fee of \$55,000 to market and place property and casualty insurance coverage for fiscal year 2007 per Agreement C-4-0275 which was approved by the OCTA Board of Directors on June 28, 2004. Marsh receives no commissions on the placement of OCTA's insurance procurements. By agreement, all commissions offered by any, insurance company in the placement of OCTA coverages will be applied to offset OCTA's premium cost.

Currently, the agreement for insurance broker services does not include the marketing and placement of OCTA's excess workers' compensation coverage as that coverage was not purchased by the OCTA Risk Management Department when the current agreement was approved by the Board. Marsh currently receives a 10 percent commission based on the auditable premium directly from the insurer for the placement of this coverage and discloses this commission in writing to OCTA before the coverage is bound. Future insurance broker services contracts will include the marketing and placement of excess workers' compensation coverage without commissions and within the agreed upon firm fixed price.

Staff plans to issue a new Request for Proposals (RFP) in March 2007 for insurance broker services that will include the marketing and placement of property and casualty and excess workers' compensation coverage. A flat fee agreement to market this insurance coverage will be a requirement in the RFP. The OCTA will no longer allow for a commission to be paid to the OCTA's Broker of Record by the insurer for placement of the excess workers' compensation coverage.

The Human Resources Department works with Mercer for the marketing and placement of health and disability coverages. Mercer is being paid a flat fee of \$70,000 for the period of December 1, 2006, to November 30, 2007, to market and place health and disability insurance coverage per Agreement C-4-1271 which was approved by the OCTA Board of Directors on March 14, 2005. Mercer receives no commissions on the placement of OCTA's insurance

procurements. By agreement, all commissions offered by any insurance company in the placement of OCTA health and disability coverages will be applied to offset OCTA's premium cost.

Staff will submit a staff report to the Finance and Administration Committee for each planned insurance renewal at least 90 days in advance of the policy expiration. This staff report will include a summary of the current coverage and the current premium cost. The market strategy for the renewal will be submitted along with a list of all companies that will be solicited on behalf of OCTA by its Broker of Record. Staff will request an authorization to proceed with the renewal of the coverage and to negotiate the renewal for an amount not to exceed the Board approved budget for that each insurance coverage.

Insurance industry pricing is subject to fluctuations caused by weather, regional catastrophic events, and pricing adjustments caused by covenant changes with re-insurers and recent underwriting losses. These factors make insurers less inclined to provide competitive quotes for coverage unless the renewal date is imminent. When quotes are requested early in the renewal process, some insurers will decline to quote instead of providing a quote that they are bound to for 30 days that can be used to negotiate with their competitors. Other insurers will provide unusually high quotes merely to satisfy a request for a quote. As a result, competitive quotes from multiple insurers are not often available to present at the time the Finance and Administration Committee regularly meets. Once multiple competitive quotes are received, better terms and coverages are obtained through negotiations. Staff recommends that the Chairman of the Finance and Administration Committee create an ad hoc committee to work closely with the OCTA Risk Manager during the negotiations for each insurance policy purchase. This will give the ad hoc committee an opportunity to review the quotes received with the OCTA's Risk Manager and the OCTA's Broker of Record.

In compliance with the Finance and Administration Committee recommendations, staff will require OCTA's Broker of Record to attend all Committee and Board meetings when insurance matters are on the agenda.

Staff will provide the Finance and Administration Committee with an annual summary of each and every insurance coverage purchased, including but not limited to information about the insurance carrier, premium rates and total costs, effective policy coverage periods, limits of coverage by type or category of exposure, and special conditions and exclusions if any. Insurance brokers compensation will be fully disclosed with a discussion of any insurance commissions offered and how such commissions, if any, were applied to offset premium costs.

***Summary***

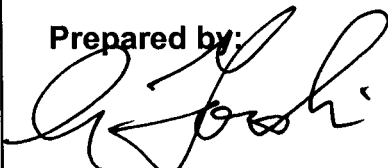
The Orange County Transportation Authority purchases various insurance coverages such as workers' compensation, liability , property, crime, terrorism, business interruption, life, health, dental, vision, and short and long term disability insurance. Orange County Transportation Authority contracts with insurance brokers for the marketing and placement of these coverages.

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 of Directors for review and approval of this process.

***Attachments***

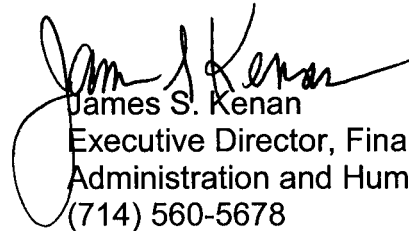
- A. Annual Schedule of Insurance Coverage
- B. Orange County Transportation Authority Summary of Insurance by Policy
- C. Fiscal Year Cost of Insurance and Broker Commission

**Prepared by:**



Al Gorski  
Department Manager  
Risk Management  
(714) 560-5817

**Approved by:**



James S. Kenan  
Executive Director, Finance  
Administration and Human Resources  
(714) 560-5678



# Annual Schedule of Insurance Coverages

Item	Renewal Date	OCTA's Current Provider	Policy Period	Limits of Coverage	Rate	Total Premium	Annual Broker Fee	F & A Committee Date	Board Meeting Date
91 Express Lanes Property Insurance	03/01/07	AXIS Reinsurance Company (Primary property) Empire Indemnity Insurance Company (Primary DIC) Glencoe Insurance Company (Secondary DIC)	03/01/06 - 03/01/07 03/01/06 - 03/01/07 03/01/06 - 03/01/07	\$100,000,000 \$25,000,000 \$10,000,000	0.1330 0.1679 0.0312	\$149,283 \$35,000 \$372,783	Annual Fixed (MARSH)	01/24/07	02/12/07
Employee Assistance	06/30/07	Pacificare Behavioral Health							
Felionious Assault	07/01/07	Prudential Insurance Company of America	07/01/06 - 07/01/07	\$75,000	N/A	\$3,463	Annual Fixed (MERCER)	N/A	N/A
Excess Workers' Compensation Insurance	10/01/07	ACE American Insurance Company	10/01/06 - 10/01/07	Statutory \$1M E/L	0.7419	\$765,758 (auditable)	\$76,576	06/27/07	07/09/07
Excess Liability Insurance	11/01/07	Everest National Insurance Company (Primary) Great American Assurance Company (Secondary)	11/01/06 - 11/01/07 11/01/06 - 11/01/07	\$10,000,000 \$10,000,000	N/A	\$339,966 \$98,940 \$438,906	Annual Fixed (MARSH)	07/25/07	08/13/07
Property Insurance	12/01/07	Travelers Insurance Company	12/01/06 - 12/01/07	\$200,000,000 Blanket	0.041	\$236,585	Annual Fixed (MARSH)	08/22/07	09/10/07
Healthcare Insurance	01/01/08	Cigna HMO, Cigna OAP, Kaiser	Cigna: 1/1/06-12/31/07 Kaiser: 7/1/82-12/31/07				N/A		
Crime Insurance	05/01/08	Great American Insurance Company	05/01/05 - 04/30/08	\$2,000,000	N/A	\$39,906	Annual Fixed (MARSH)	N/A	N/A
Dental Insurance	01/01/08	MetLife PPO, SmileSaver	Cigna: 1/1/06-12/31/07 Kaiser: 7/1/82-12/31/07	N/A	N/A	see attached	N/A		
Life Insurance	01/01/09	Lincoln Financial Group	7/1/04-12/31/08	N/A	N/A	see attached	N/A		
Short-term Disability Insurance	01/01/09	Lincoln Financial Group	7/1/04-12/31/08	N/A	N/A	see attached	N/A		
Long-term Disability Insurance	01/01/09	Lincoln Financial Group	7/1/04-12/31/08	N/A	N/A	see attached	N/A		
Vision Insurance	01/01/10	Vision Service Plan	8/1/84-12/31/09	N/A	N/A	see attached	N/A		
Flexible Spending Account Administration	01/01/10	Creative Benefits	1/1/07-12/31/09	N/A	N/A	see attached	N/A		
Health & Disability Brokerage Services	12/01/08	Mercer Human Resource Consultants	3/14/05-11/30/08	N/A	N/A	see attached	\$70,000		
Property & Casualty Brokerage Services	07/01/07	Marsh Risk & Insurance Services	07/01/04 - 06/30/07	N/A	N/A	N/A	\$55,000	05/23/07	06/11/07



**ORANGE COUNTY TRANSPORTATION AUTHORITY****SUMMARY OF INSURANCE****SPECIFIC EXCESS WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY****RECEIVED**

JAN 09 2007

**Carrier:** ACE American Insurance Company**Broker:** Marsh USA Inc.**Policy No.:** WCU C44637844**Policy Term:** 10/01/2006 to 10/01/2007**Covered States:** CA

RISK MANAGEMENT

**Limits of Liability:** Workers Compensation Statutory**Employers Liability**

Bodily Injury by Accident – Each Accident \$1,000,000

Bodily Injury by Disease – Policy Limit \$1,000,000

Bodily Injury by Disease – Each Employee \$1,000,000

**Part Two: Stop Gap**

Bodily Injury by Accident – Each Accident \$1,000,000

Bodily Injury by Disease – Each Employee \$1,000,000

**Retention:** Part One – Worker Compensation and Part Two  
– Employers Liability Combined

Each Accident \$750,000

Each Employee For Disease \$750,000

*Note: Claim expense applies to reduce the Insured's retention.***Terms and Conditions as Per Coverage Form:** CKE-1167j (07/05)**Notable Endorsements** Loss and Expense Endorsement (ALAE Included)**(At Policy Inception):** Policyholder Disclosure Notice of Terrorism Insurance  
Coverage

Communicable Disease Exception

**Claims Reporting:** In the event of an accident or disease that appears reasonably likely to involve coverage under this policy, and in the event of any claim reserved for 50% or more of your retention stated in Item 6 of the Information Page. Written notice shall be given by you or on your behalf, as soon as practicable, but not less than 30 days after such notice has been received by the Risk Management Department of other equivalent department of your organization.

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# ORANGE COUNTY TRANSPORTATION AUTHORITY

## SUMMARY OF INSURANCE

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- Immediate written notice shall be given to the carrier when any accident to one or more employees results in any of the following:
  - a fatality;
  - amputation of a major extremity;
  - any serious head injury (including skull fracture or loss of sight of either or both eyes);
  - any injury to the spinal cord;
  - any severe burn case; or
  - any claim arising under Part Two, Employers' Liability; or
- Failure to provide notice of a reportable claim as defined herein, within the parameters set out above, may result in the denial of coverage.

**Estimated Premium:** \$765,758.00

**TRIA Premium:** \$ (included)

**Rate:** 0.7419

**Exposure:** 101,189,411  
(policy is subject to audit)



Marsh Risk & Insurance Services  
4695 MacArthur Court, Suite 700  
Newport Beach, CA 92660  
California Insurance License # 0437153  
949 399 5872 Fax 949 833 9518  
craig.m.morris@marsh.com  
www.marsh.com

July 26, 2006

Mr. Al Gorski  
Manager, Risk Management  
Orange County Transportation Authority  
550 S. Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

Subject:  
**October 1, 2006 Excess Workers Compensation Risk Review and Renewal Strategy Meeting**

Dear Al:

Thank you for meeting with Karen Goodyear, Beverly Diaz and me on Thursday, July 13 to outline your goals and objectives for OCTA's Excess Workers Compensation renewal. The following summarizes our discussion.

**Recap of Risk Identification Review Discussion:**

- OCTA is the county's primary transportation agency and continues to provide an efficient and safe transportation system for its residents and visitors. There have been no significant changes in OCTA's operations over the past year.

**Recap of Renewal Strategy Meeting Discussion and Deliverables:**

- We reviewed the current Excess Workers Compensation program structure, terms and conditions. Statutory WC coverage, excess of a \$1,000,000 SIR is provided by ACE American Insurance Company, OCTA's WC carrier since 10/1/03. Premium is \$657,257 and is based upon a .7419 rate per \$100 of payroll and \$88,585,898 estimated payroll.
- It appears OCTA's actual payroll for the current period is approximately \$103,000,000 and the estimate for the upcoming year is \$106,000,000. The large increase in actual payroll for the current year will produce an additional premium at audit of approximately \$110,000.
- OCTA's WC claims experience has been improving significantly over the past year. Claims payouts in fiscal year 2006 are \$1,100,000 less than the prior fiscal year. Claim frequency has also decreased and can be attributed to the wide range of changes OCTA has made shown below:
  - Changed to Tri-Star Risk Management for unbundled TPA services from Hazelrigg. You were able to hand pick experienced claim examiners that are dedicated to OCTA. Also hired Rehab West for utilization review and Lien of Me for bill review.
  - Hired Edwin Byrne, Claims Manager to increase internal claims oversight to better control the benefits paid and ensure claims are being monitored and closed quicker.



# MARSH

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July 26, 2006  
Mr. Al Gorski  
Orange County Transportation Authority

- Perform quarterly claim reviews with all parties including OCTA, Tri-Star, to maintain open dialogue and good communication.
- Initiated an Alternate Dispute Resolution plan, agreed to by the Teamsters Union #952, to reduce litigated claims.
- Created a cultural change. WC now falls under the leadership of Risk Management instead of HR and instead of being treated as a benefit, WC is considered a liability.
- Take a more aggressive approach on investigating claims for possible fraud and work closely with the OC District Attorney to prosecute any cases discovered. OCTA has successfully prosecuted its first WC fraud case with restitution ordered.
- Improved safety awareness by adopting a behavior based safety program and by expanding the work rule violation policy to include work rule violations that result in injuries.
- Included worker safety, driver safety, accident prevention and WC claim reporting guidelines into the coach operators Annual Required Training (ART)
- Developed a transitional work program at the Garden Grove base that will be rolled out to the other bases.
- Obtained agreement from the union that cost savings from reduced WC claims would be shared with the union employees.
- We discussed the current marketplace and provided OCTA with guidance that the Excess WC marketplace is flat but there are only two carriers offering Statutory WC coverage (ACE and AIG). We reviewed last years WC proposal to revisit carrier pricing and terms.
- OCTA's goal for the upcoming renewal is to reduce the SIR from \$750,000 to \$500,000 at the same or lower rate with ACE. Marsh will set up a conference call with ACE and OCTA to reiterate the changes you've made and the positive impact it's having on claims.

Other markets you would like us to approach are:

## **Excess Workers Compensation**

▪ ACE	▪ Safety National
▪ AIG	▪ Discover Re
▪ CNA (Wexford)	▪ Praetorian Insurance Company (Formerly Insurance Corporation of Hannover)
▪ Midwest Employers	

In approaching these markets on your behalf, you have further directed Marsh to disclose the following information as part of our negotiating process:

# MARSH

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July 26, 2006  
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Orange County Transportation Authority

- The names of the incumbent insurers and other prospective insurers to prospective insurers;
- Provide a specific price, range of prices or prioritization of terms that you seek in purchasing insurance; and
- The structure, language and/or pricing of the expiring policy

If during the marketing process you would like Marsh to provide the incumbent or any other insurer the following information on your behalf, please provide me with written direction to that effect.

- Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurers; or
- Provide your incumbent carriers with an opportunity to submit an improved quote after all other competing final quotes have been received, sometimes referred to as a "last look".

You will be approaching your Board with a "not to exceed" premium. However, you will still need Board approval on the proposed program. In order to meet the timing for that, we agreed upon the following timeline.

- Renewal Strategy Meeting 7/13/06
- Renewal information 7/14/06
- Specifications to market 7/17/06
- Fact Sheet due 8/1/06
- ACE renewal position 8/4/06
- Staff Report due 8/7/06
- F&A Committee Meeting 8/23/06
- Board Meeting 9/11/06
- Policy Renewal 10/1/06

It was very beneficial for us to meet and we appreciate the time you, Edwin and Lorie spent with us. We look forward to a successful renewal of your programs.

Sincerely,



Craig Morris  
Senior Vice President





Montgomery, 725 S Figueroa St. Ste 4000, I  
Phone: 213 452-4750 Fax: 213 452-4756


geles., CA 90017

Binder-Revised

Issued 2/28/06 and Valid through 5/01/06

Assigned Policy Number: RLB 711757-06

Please review this binder carefully as its terms and conditions supercede any terms and conditions that are proposed in the submission or elsewhere.

<b>Named Insured:</b>	<b>Orange County Transportation Authority</b>
	And/or any owned, controlled, associated, affiliated, joint venture, or any subsidiary companies or corporations as now or may hereafter be constituted, as their respective rights and interests may appear.
	<b>550 S. Main Street Orange, CA 92868-1584</b>
<b>Producer:</b>	James Maddocks/Greg Roblek Marsh Risk Services 777 S Figueroa St Los Angeles, CA 90017
<b>Policy Period:</b>	March 1, 2006 through March 1, 2007 (12:01 AM local standard time)
<b>Covered Locations:</b>	Except as specifically provided elsewhere, coverage applies to Locations identified on Excel  \\axlafs01\john.montgomery\$\O File "06-07 Property values SR 91.xls" attached to this binder.
<b>Perils Covered:</b>	Risk of direct physical loss or damage to covered property except as excluded within the policy.
<b>Property Covered:</b>	Real and Personal Property owned by the Insured including Real and Personal Property of Others in the Insured's care, custody or control of which the Insured is legally liable to insure.
<b>Policy Territory:</b>	United States of America, the District of Columbia, the U.S. Virgin Islands, Puerto Rico, , and Canada
<b>Issuing Company:</b>	AXIS Reinsurance Company – Admitted Coverage
<b>Policy Form:</b>	AXIS Premier Property Form – GUA0905-001
<b>Limits of Liability:</b>	\$100,000,000 Loss Limit
<b>Sub-limits of Liability:</b>	All are per Occurrence and are part of , not in addition to, the Limits of Liability stated above. Sub-limits will be applied per the policy form
Accounts Receivable	\$1,000,000
BUSINESS INTERRUPTION	\$29,450,584



Montgomery, 725 S Figueroa St. Ste 4000,  
Phone: 213 452-4750 Fax: 213 452-4756

geles., CA 90017

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Civil Authority	4 weeks not to exceed \$5,000,000 within 2.5 miles	
Contingent Business Interruption	No Coverage	
Debris Removal	25% of PD Loss or \$5,000,000, whichever is greater	
Demolition and Increased Cost of Construction	\$5,000,000	
Earthquake		
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in California, Alaska, Hawaii and Puerto Rico which is caused by or results from Earthquake.	No Coverage	Annual Aggregate
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in the Pacific Northwest Earthquake Territory which is caused by or results from Earthquake	No Coverage	Annual Aggregate
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in the New Madrid Earthquake Territory which is caused by or results from Earthquake	No Coverage	Annual Aggregate
As respects all loss, damage or expenses caused by or resulting from physical damage to all other Locations which is caused by or results from Earthquake.	No Coverage	Annual Aggregate
Maximum as respects all loss, damage or expenses caused by or resulting from physical damage to all Locations which is caused by or results from Earthquake.	No Coverage	Annual Aggregate
Electronic Data Processing Equipment Breakdown	\$250,000	
Electronic Data Processing Media Breakdown	\$250,000	
Equipment Breakdown Endorsement	\$100,000,000	
Time Element	\$29,450,584	
Extra Expense	Included with TE	



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Ammonia Contamination	\$100,000	
Consequential Damage	\$100,000	
Expediting Expense	\$100,000	
Hazardous Substance	\$100,000	
Service Interruption	\$1,000,000	
Water Damage	\$100,000	
Expediting Expense	\$100,000	
Extended Period of Indemnity	180 Days	
Extra Expense	\$1,000,000	
Fine Arts	\$100,000	
Fire Extinguishing Service Charge	\$25,000	
Flood		
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations wholly or partially in a High Hazard Flood Zone which is caused by or results from Flood.	No Coverage	Annual Aggregate
As respects all loss, damage or expenses caused by or resulting from physical damage to all other Locations which is caused by or results from Flood	\$25,000,000	Annual Aggregate
Maximum as respects all loss, damage or expenses caused by or resulting from physical damage to all Locations which is caused by or results from Flood	\$25,000,000	Annual Aggregate
Ingress / Egress	45 days not to exceed \$5,000,000 within 2.5 miles	
Leasehold Interest	No Coverage	
Miscellaneous Unnamed Locations	\$500,000	
Newly Acquired Property	\$1,000,000	90 Days Reporting
Ordinary Payroll Expense	30 Days	
Personal Property of Employees	\$10,000	
Pollutant Cleanup and Removal	\$100,000	Annual Aggregate
Professional Fees	\$50,000	
Property in the Course of Construction	\$100,000	
Property in Transit	\$100,000	
Loss of Rental Value	Included in Loss Limit	
Research & Development	No Coverage	
Service Interruption	\$1,000,000	



## Binder-Revised

Issued 2/28/06 and Valid through 5/01/06

Assigned Policy Number: RLB 711757-06

Trees and Shrubs	\$10,000
Unintentional Errors and Omissions	\$1,000,000
Valuable Papers	\$1,000,000
Earthquake Sprinkler Leakage	\$25,000,000
Limited Coverage for Mold, Fungi, Wet or Dry Rot and Bacteria:	\$10,000
<b>Deductibles:</b>	To be applied per the Policy Form
For each and every loss or damage to covered property to all Locations, except as specifically stated below:	\$50,000
Time Element	24 Hours
Earthquake:	NO COVERAGE
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in California, Alaska, Hawaii or Puerto Rico which is caused by or results from Earthquake	5% of the 100% Value of the Property Insured.  5% of the Full 12 Months Time Element Values.  The combined deductible for Property Damage and Time Element shall be subject to a minimum of \$ 250,000 in any one Occurrence.
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in the Pacific Northwest Earthquake Territory which is caused by or results from Earthquake.	2% of the 100% Value of the Property Insured.  2% of the Full 12 Months Time Element Values.  The combined deductible for Property Damage and Time Element shall be subject to a minimum of \$ 250,000 in any one Occurrence.
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in the New Madrid Earthquake Territory which is caused by or results from Earthquake.	2% of the 100% Value of the Property Insured.  2% of the Full 12 Months Time Element Values.  The combined deductible for Property Damage and Time Element shall be subject to a minimum of \$ 250,000 in any one Occurrence.
As respects all loss, damage or expenses caused by or resulting from physical damage to all other Locations which is caused by or results from Earthquake.	\$250,000
Flood:	





## Binder-Revised

Issued 2/28/06 and Valid through 5/01/06

Assigned Policy Number: RLB 711757-06



As respects all loss, damage or expenses caused by or resulting from physical damage to Locations wholly or partially located in a High Hazard Flood Zone which is caused by or results from Flood.	\$500,000 each Separate Building or Structure \$500,000 Personal Property at each Separate Building or Structure \$250,000 Time Element per occurrence.  NO COVERAGE
As respects all loss, damage or expenses caused by or resulting from physical damage to all other Locations which is caused by or results from Flood.	\$250,000
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in Florida, Hawaii or Tier 1 Windstorm Areas which is caused by or results from the peril of wind from any Named Storm.	2% of the 100% Value of the Property Insured.  2% of the Full 12 Months Time Element Values.  The combined deductible for Property Damage and Time Element shall be subject to a minimum of \$ 250,000 in any one Occurrence.
As respects all loss, damage or expenses caused by or resulting from physical damage to Locations in Puerto Rico or U.S. Virgin Islands which is caused by or results from the peril of wind from any Named Storm.	5% of the 100% Value of the Property Insured.  5% of the Full 12 Months Time Element Values.  The combined deductible for Property Damage and Time Element shall be subject to a minimum of \$ 250,000 in any one Occurrence.
Property in Transit	\$25,000
Service Interruption	24 Hours
Equipment Breakdown	
Property Damage	\$50,000
TIME ELEMENT	24 Hours
EXTRA EXPENSE	Combined with Time Element
Service Interruption	24 Hours
<b>Waiting Period:</b>	For the purposes of applying Accident to Utility Object coverage, if any, the Waiting Period is 0 hours
<b>Valuation:</b>	
Real Property	The lesser of cost to repair, rebuild or replace and as per Policy Form.
Raw Stock, Supplies, Other Merchandise Not Manufactured by Insured	Replacement cost
Stock in Process	Value of raw stock and labor expended, plus the proper proportion of overhead charges
Finished Stock	Regular cash selling price, less discounts and charges per the Policy Form
Mobile or Contractors	Actual Cash Value



Binder-Revised

Issued 2/28/06 and Valid through 5/01/06

Assigned Policy Number: RLB 711757-06

Equipment; Motor Vehicles	
All Other Personal Property	See Policy Form
	If Property is not replaced after two (2) years, then the value of the property will be Actual Cash Value
Electronic Data Processing Media	Cost of blank Electronic Data Processing Media plus the cost of copying Electronic Data and Electronic Computer Programs from back-up or from originals of the previous generation
Time Element	Actual loss sustained
<b>Cancellation Clause:</b>	Ninety (90) days notice of cancellation, except ten (10) days for non-payment of premium
<b>Other Conditions:</b>	
	This coverage includes services for required jurisdictional inspections of equipment by <b>St Paul/Travelers Insurance Company</b> , a firm that is authorized to conduct such inspections in each State or municipality in which you have advised us you have a Location. You will be required to provide a list of contacts for the arrangement of these inspections.
	You have accepted our offer for coverage for "acts of terrorism" as defined in the Terrorism Risk Insurance Act of 2002 (including any amendments thereto, the "Act"). By accepting this binder, you acknowledge and agree: (1) only "insured loss" as defined by the Act will be covered under your policy; (2) under the Act, if total "insured losses" of all property and casualty insurers covered by the Act exceed \$100 billion during any applicable period, we will not be liable under our policies for our portion of such losses that exceed such amount; (3) all terms and conditions in our policy still apply; (4) in consideration for such coverage, you have agreed to pay the additional premium shown on this binder; and (5) failure to pay such additional premium will result in cancellation of your policy.
	Endorsement IL 09 55 11 02 applies.
	  H:\Terrorism2006\ AXIS Terrorism Exclusion
	IL 09 55 11 02
<b>Annual Premium:</b>	
Property Premium	\$144,283
TRIA Premium	\$ 5,000
Other Terrorism	INCLUDED
Total Premium	\$149,283
Surcharges	N/A.
<b>Total values for rating purposes:</b>	\$112,243,232
<b>Commission:</b>	15%
<b>Financial Information – AXIS</b>	"A" Rating by A.M. Best



Montgomery, 725 S Figueroa St. Ste 4000,  
Phone: 213 452-4750 Fax: 213 452-4756

Los Angeles, CA 90017

Binder-Revised

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<b>Capital Holdings</b>	"A" Rating by Standard & Poors \$3.1 Billion in Policyholder's Surplus as of September 30, 2004
<b>Premium Payment:</b>	Premium is due 30 days after the end of the month the policy is effective.
<b>Payment Address:</b>	<b>Mailing Address:</b> AXIS U.S. Insurance c/o Wachovia Bank Account #2000015141499 P.O. Box 932745 LockBox Number 932745, Atlanta, GA. 31193-2745  <b>Wire Transfers:</b> Wachovia Bank ABA routing # 061000227
<b>Claim Reporting:</b>	
Work Hours: 8:30 to 4:30 est.	Ken Mullins, CPCU Direct Phone 678-746-9448 Fax 678-746-9315 <a href="mailto:Kenneth.Mullins@axiscapital.com">Kenneth.Mullins@axiscapital.com</a>  Stephen Lajewski Direct Phone 678-746-9448 Fax 678-746-9315 <a href="mailto:Stephen.Lajewski@axiscapital.com">Stephen.Lajewski@axiscapital.com</a>
After Hours:	GAB @ 1-800-621-5410



Binder-Revised

Issued 2/28/06 and Valid through 5/01/06

Assigned Policy Number: RLB 711757-06

### Definitions of AXIS Retail Property Terms

<b>Flood</b>	The term "Flood" shall be held 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) mud slide (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 hereunder; provided, if more than one flood shall occur within any period of 72 hours during the term of this Policy, such floods shall be deemed to be a single flood.
<b>High Hazard Flood Zone</b>	<p>High Hazard Flood Zone means</p> <ol style="list-style-type: none"><li>1. areas which at the time of loss or damage have been designated by the Federal Emergency Management Agency to be in a Special Flood Hazard Area (SFHA) , or</li><li>2. areas outside the United States which are equivalent to 1. above.</li></ol> <p>Special Flood Hazard Area (SFHA) means an area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.</p>
<b>Earthquake</b>	<p>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.</p> <p>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 Earthquake as defined in this quotation.</p>
<b>New Madrid Earthquake Territory</b>	The following counties within these states.
	<i>ARKANSAS:</i> Clay, Craighead, Crittenden, Cross, Greene, Independence, Jackson, Lawrence, Lee, Mississippi, Monroe, Phillips, Poinsett, Prairie, Randolph, St. Francis, White, Woodruff
	<i>ILLINOIS:</i> Alexander, Franklin, Jackson, Johnson, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Union, Washington, Williamson
	<i>KENTUCKY:</i> Ballard, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken



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	<i>MISSISSIPPI</i> : DeSoto, Marshall, Tate, Tunica
	<i>MISSOURI</i> : Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, St. Francis, St. Genevieve, Scott, Stoddard, Wayne
	<i>TENNESSEE</i> : Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Henry, Lake, Lauderdale, Obion, Shelby, Tipton, Weakley
<b>Named Storm</b>	A storm or weather disturbance that is named by the National Weather Service or other recognized authority at the time of loss. Each loss caused by "Named Storm" shall constitute a single claim hereunder, provided if more than one wind event shall occur within any period of seventy-two (72) hours during the term of this policy, such event shall be deemed to be a single occurrence. This policy does not insure against any loss caused by any "Named Storm" event occurring before the effective date and time of this policy. The expiration date and time of this policy shall not reduce the seventy-two (72) hour period.
<b>Occurrence</b>	All covered loss, damage, or a sequence of losses or damages, casualties or disasters arising from a single event or catastrophe. When the term applies to loss or losses from the perils of tornado, cyclone, hail, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of seventy-two 72 hours.
<b>Pacific Northwest Earthquake Territory</b>	The following counties within the following state.
	<i>WASHINGTON</i> : Clallam, Grays Harbor, Island, Jefferson, King, Katsap, Lewis, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom
<b>Tier 1 Windstorm Areas</b>	All Locations that are in the following counties, parishes and independent cities including barrier islands within these states.
	<i>ALABAMA</i> : Baldwin, Mobile
	<i>GEORGIA</i> : Bryan, Camden, Chatham, Glynn, Liberty, McIntosh
	<i>LOUISIANA</i> : Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Martin, St. Mary, St. Tammany, Terrebonne, Vermillion
	<i>MISSISSIPPI</i> : Hancock, Harrison, Jackson
	<i>NORTH CAROLINA</i> : Beaufort, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dane, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, Washington
	<i>SOUTH CAROLINA</i> : Beaufort, Berkeley, Charleston, Colleton, Georgetown, Horry, Jasper
	<i>TEXAS</i> : Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kennedy, Kleberg, Matagorda, Nueces, Refugio, Orange, San Patricio, Willacy
	<i>VIRGINIA</i> : Accomack, Gloucester, Isle of Wight, James City, Lancaster, Matthews, Middlesex, Northampton, Northumberland, Surry, York and Independent Cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach
<b>100% Value of the Property Insured</b>	100% value of the property insured at the time of loss or damage at the Locations where the physical damage occurred.
<b>Full 12 Months Time Element Values</b>	full 12 months Time Element values that would have been earned in the 12 month period following the occurrence by use of the facilities at the Location where the physical damage occurred and all other Locations where Time Element loss ensues.



Montgomery, 725 S Figueroa St. Ste 4000  
Phone: 213 452-4750 Fax: 213 452-4756

Los Angeles, CA 90017

Binder-Revised

Issued 2/28/06 and Valid through 5/01/06

Assigned Policy Number: RLB 711757-06

Assigned Policy Number: RLB711757-06

Issuing Company: AXIS Reinsurance Company

Authorized Signature:

A handwritten signature in black ink that reads "John R. Montgomery". The signature is written in a cursive, flowing style.

John R. Montgomery  
Senior Vice President

Date: 2/28/06

# MARSH

**Craig Morris**  
Senior Vice President

Marsh Risk & Insurance Services  
4695 MacArthur Court, Suite 700  
Newport Beach, CA 92660  
California Insurance License # 0437153  
949 399 5872 Fax 949 833 9518  
craig.m.morris@marsh.com  
www.marsh.com

December 06, 2005

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

**RECEIVED**

DEC 12 2005

**RISK MANAGEMENT**

**Subject:**

91 Express Lanes Property Insurance Risk Identification and Renewal Strategy Confirmation

Dear Al:

Thanks for meeting with Greg & I on Friday, November 18 to plan for the March 1, 2006 91 Express Lanes property renewal. Here is a summary of our discussion and action items.

- OCTA has budgeted a premium of \$300,000 for the renewal. This is an increase from the current premium, but is expected to cover the potential increase due to the hardening of the property insurance marketplace.
- There have been no new changes in operations since our recent discussion during the Bus Base property renewal.
- You would like Marsh to obtain increased limits and time periods for Ingress/Egress, Civil Authority, Extended Period of Indemnity and Service Interruption.
- The values on the attached SOV have been increased by 3% for inflation. Please review and make any changes you feel are appropriate. If acceptable, please return a signed copy of the values so we can negotiate agreed amount coverage for you.
- As evidenced by the carrier responses on your 12/1/05 Bus Base property renewal, rates are increasing and carrier capacity is decreasing. Rate increases of 15 - 35% are not uncommon in today's property insurance marketplace. Attached is the Marsh 3rd Quarter Insurance Market report which begins to describe the changes in the marketplace. Please note the section titled "Emerging Underwriting Trends" as it does the best job of describing the marketplace today.
- Axis has been your property carrier since the last renewal. They were the carrier who provided the broadest terms at the most competitive premium (approx. 34% rate reduction). However, realizing the changes in the marketplace, we will market the risk to the following carriers:
  - AXIS
  - ACE
  - Affiliated FM

# MARSH

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December 06, 2005

Mr. Al Gorski

Orange County Transportation Authority

- Allianz
- CNA (your previous 91 Express Lane carrier and new Bus Base carrier)
- Endurance
- Hartford
- Lexington
- Liberty Mutual
- St. Paul Travelers
- XL Limited
- Zurich

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:

- Arch E&S, Chubb Custom, RSUI, James River through Crump Insurance Services
- Clarendon, Empire Indemnity, Glencoe through Arrowhead Insurance Agency
- Great American Alliance, Greenwich Ins. Co through PRB Insurance Services
- Essex
- Insurance Company of the West
- ACE/Westchester Specialty
- Pacific Insurance Company
- Endurance
- US Fire
- RLI Insurance Company

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).
- 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)



# MARSH

Page 3

December 06, 2005

Mr. Al Gorski

Orange County Transportation Authority

- The timing of the renewal is shown on the attached Renewal Timeline.

Al, in order to proceed in the marketplace, please confirm the above agrees with the goals and objectives we discussed. We look forward to a successful renewal.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig", written over the word "Sincerely,".

Craig Morris

Senior Vice President

Copy: Lorie Waters, OCTA





# Risk Management Program Renewal Timeline

	2006						2005					
	January	February	March	April	May	June	July	August	September	October	November	December
Property— Express Lanes	9 25	10 13 22	1							28	18	9 16
Crime	14 21	2 9 16 30	11		1							
Workers Compensation						16	13 20	8 15 19 24	12	1		
Excess Liability							12	1 11	6 12	12	1	
Property— Bus Bases							12	1 11		4 10 26	14	1

March to send request for renewal information	Renewal Strategy Meeting	Renewal Applications from OCTA due	Renewal Specs to Market	Carrier negotiations	Carrier quotes due Marsh	Proposal to OCTA	Staff Report Due	F&A Committee Mtg	Board Meeting	Renewal Date
---	--------------------------------	---	-------------------------------	-------------------------	-----------------------------------	---------------------	------------------------	-------------------------	------------------	-----------------





**Greg Roblek**  
*Account Executive*  
*National Accounts Property*  
Phone: (213) 533-4814  
Fax: (866) 380-5379  
CROBLEK@travelers.com

888 S. Figueroa Street  
Los Angeles, CA 90017

## **PROPERTY/BOILER BINDER**

**November 30, 2006**

JIM MADDOCKS  
MARSH RISK & INSURANCE SERVICES  
777 S. FIGUEROA ST.  
LOS ANGELES, CA, 90017

**ATTN:** JIM MADDOCKS

**Re:** ORANGE COUNTY TRANSPORTATION  
550 S MAIN STREET  
ORANGE, CA 92868-1584

**Effective from:** 12/01/2006 **to** 12/01/2007

I'm pleased to offer a Property and Boiler & Machinery Binder on the above account.  
The following is a summary of the limits, terms and conditions of the Binder from The St Paul Travelers. Please note that portions of this Binder may differ from your requested specifications.

**Policy Number:** KTJ-CMB-8429C67-0-06

**Coverage, Limits and Deductibles:**

See the attached outline of the coverage forms, Limits of Insurance and policy amendments provided in this Binder.

**Total Insured Values:** \$577,037,482

**Premium:** \$236,585

The premium is based on total insured value as outlined in the Binder.

**Rate:** .041

**Commission:**

The attached is net of commission.

Commission is not applied to any fees, taxes and surcharges that may apply in addition to the premium.

**Terms and Conditions:**

1. Please accept this proposal as the Broker for the captioned account.
2. The policy will be subject to all state-mandated endorsements.
3. Consult Policy for Actual Terms and Conditions.
4. The attached is subject to your compliance with our reasonable engineering recommendations.

5. The Exclusion - "Certain computer related losses due to dates or times" applies.
6. A Claim Customer Service Representative is available 24 hours a day, 7 days a week to take the first notice of loss, or provide assistance on any existing claim. To report, ask a question or discuss a claim, please call 1-800-832-7839.

Regards,

Greg Roblek  
Account Executive

# MARSH

**Craig Morris**  
Senior Vice President

Marsh Risk & Insurance Services  
4695 MacArthur Court, Suite 700  
Newport Beach, CA 92660  
California Insurance License # 0437153  
949 399 5872 Fax 949 833 9518  
craig.m.morris@marsh.com  
www.marsh.com

August 28, 2006

Mr. Al Gorski  
Manager, Risk Management  
Orange County Transportation Authority  
550 S. Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

Subject:  
**November 1, 2006 Excess Liability and December 1, 2006 Property Risk Review and  
Renewal Strategy Meeting Notes**

Dear Al:

Thank you for meeting with Beverly Diaz, Arisara Sethanant and me on Thursday, August 17 to outline your renewal goals and objectives for the above risk management programs. The following summarizes our discussion.

**Recap of Risk Identification Review Discussion:**

- OCTA is the county's primary transportation agency and continues to provide an efficient and safe transportation system for its residents and visitors. There have been no changes in operations this year. However, OCTA is in negotiations to purchase two additional parcels of land for future transportation uses. The first is the former paratransit site on Jamboree Road in Irvine. This location was used by Laidlaw, the former contracted paratransit service provider, and contains buildings and equipment used to maintain, service and dispatch paratransit vehicles. The other is a 13.5 acre parcel just south of Katella near Angel Stadium. This site is currently owned by the County and used by the Flood Control District. Escrow is expected to close 1/1/07, then OCTA will lease back to the FCD until this site can be developed into a regional transportation hub. OCTA expects to receive full indemnification from the County for any environmental issues.
- OCTA's corporate office in Orange is leased through 2010 at which time OCTA may consider purchasing the buildings they occupy or move to another location.
- Measure M, the ½ cent sales tax approved by the voters in 1990 to improve transportation in the County is expiring in 2011. Much effort is being given now to remind the county's residents the impact this measure has had.
- OCTA has installed cameras on one 40 foot bus and plans to expand their use into the 200 new buses being purchased over the next two years.
- OCTA plans to transition from LNG to CNG as the fuel for operating buses.

# MARSH

Page 2

August 28, 2006

Mr. Al Gorski

Orange County Transportation Authority

## **Recap of Renewal Strategy Meeting Discussion and Deliverables:**

- We reviewed the current property and excess liability program structure.
  - The property has been with Fireman's Fund since 1990, but changed to CNA last year. The coverage includes a \$175,000,000 per occurrence limit, extends coverage to OCTA's real & personal property, including revenue vehicles while at an OCTA bus base. Losses are subject to a \$25,000 deductible, except for buses and ancillary coverage's. The total premium is \$195,376 and overall account rate is approximately \$.0475 per \$100 of value, which at the time of binding was \$411,317,561. The \$25,000 property deductible is appropriate and but the overall policy limit may need to be revisited if the renewal values increase significantly.
  - OCTA's excess liability program provides a total of \$10,000,000 in limits about your \$5,000,000 self insured retention. Coverage has been with Clarendon American for the first \$5,000,000 excess layer since 2002 and in 2003 the Authority purchased a second layer of excess liability with Arch Specialty. Both Clarendon and Arch are surplus lines carriers, doing business in the state of California on a non-admitted basis. In comparison to other transit agencies, a \$10 million limit is low and consideration should be given to purchase additional limits at renewal.
- OCTA's historical loss experience has been very good. Currently there are only 24 open cases. However Clarendon did pay for a portion of the Arana claim. This claim may impact the carrier's renewal position.
- We discussed the current marketplace and provided OCTA with guidance that property rates continue to increase 25-50% for risks with catastrophic loss exposure, but OCTA should only expect a 5-10%. The excess liability rates are flat to a 10% decrease.
- OCTA's goals for the upcoming renewals are:
  - Minimize rate increases.
  - Obtain additional property and liability limits.
  - Obtain an option for a lower Liability SIR.
  - Increase Extra Expense, Off Premises Service Interruption, Unnamed Locations, Valuable Papers, Claim Preparation Expense and the B&M sublimits.
  - Obtain proposals for earthquake and flood on the bus bases.
  - Continue to insure the buses while on an OCTA bus base.



# MARSH

Page 3  
August 28, 2006  
Mr. Al Gorski  
Orange County Transportation Authority

- Specifically you would like us to seek proposals from the following suggested markets or any other market:

## Property & Boiler & Machinery

▪ Fireman's Fund	▪ Allianz	▪ AIG
▪ AXIS	▪ CNA	▪ GE Capital
▪ IRI	▪ Liberty Mutual	▪ Travelers
▪ XL	▪ Zurich	▪ Hartford

## Excess Liability

▪ Clarendon through Victor O'Shinner	▪ Arch	▪ ACE
▪ Discover Re	▪ Great American	▪ CV Starr
▪ St. Paul Travelers	▪ XL Risk Management	▪ Zurich
▪ Allied World Assurance Corp.	▪ Lexington	▪ Lincoln General
▪ RLI	▪	▪

In approaching these markets on your behalf, you have further directed Marsh to disclose the following information as part of our negotiating process:

- The names of the incumbent insurers and other prospective insurers to prospective insurers;
- Provide a specific price, range of prices or prioritization of terms that you seek in purchasing insurance;
- The structure, language and/or pricing of the expiring policy;
- Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurers.

If during the marketing process you would like Marsh to provide the incumbent carriers with an opportunity to submit an improved quote after all other competing final quotes have been received, sometimes referred to as a "last look" please provide me with written direction to that effect.

# MARSH

Page 4  
August 28, 2006  
Mr. Al Gorski  
Orange County Transportation Authority

You have been successful in approaching your Board with a not to exceed number. For the Excess Liability it is \$500,000 and for Property it's \$325,000. Our agreed upon timeline reflects these key dates:

**Excess Liability**

- Staff Report due 9/11/06
- F&A Committee Meeting 9/27/06
- Board Meeting 10/6/06

**Property**

- Staff Report due 10/9/06
- F&A Committee Meeting 10/25/06
- Board Meeting 11/13/06

It was very beneficial for us to meet and we appreciate the time you spent with us. We look forward to a successful renewal of your programs.

Sincerely,



Craig Morris  
Senior Vice President

## C.V. STARR & CO.

One Convention Place, Suite 1350  
Seattle, WA 98101

Date: October 26, 2006

Marsh USA, Inc.  
777 South Figueroa Street, 23rd Floor  
Los Angeles, CA 90017

Attn: Stephanie Pelentay  
Phone: (213) 346-5487  
Fax: (213) 346-5999  
e-mail:

RE: Special Excess Liability Policy for Public Entities  
Binder for: Orange County Transportation Authority

Dear Stephanie;

We are pleased to advise that coverage is bound for the captioned account according to the following terms:

Insured Address: 550 S. Main St.  
Orange, CA. 92863

Policy Period: From: November 1, 2006 To: November 1, 2007  
At 12:01 A.M. standard time at the address of the Named Insured.

Carrier: Everest National Insurance Company  
Westgate Corporate Center  
477 Martinsville Road  
Liberty Corner, New Jersey 07938-0830

Form: Public Entity Excess Liability (Form EUM 00 514 06 06) and Attachments

Policy Number: 71 P 3000002 - 061

Renewal Of: New

### Limits of Insurance:

#### 1. Aggregate Limits

	Limits of Liability
a. <u>\$10,000,000</u>	"Products-Completed Operations Hazard" Aggregate
b. <u>\$10,000,000</u>	Errors and Omissions Liability Aggregate, other than "wrongful acts" of "personal injury offense" or "advertising injury offense"
c. <u>\$10,000,000</u>	"Employment Practice Liability Wrongful Acts" Aggregate
d. <u>\$10,000,000</u>	Employee Benefit Liability Aggregate

#### 2. Per "Occurrence" or "Wrongful Act" or "Employee Benefit Wrongful Act" Limit

<u>\$10,000,000</u>	Any one "occurrence", "wrongful act" or "employee benefit wrongful act" or series of continuous, repeated, or related "occurrences", "wrongful acts" or "employee benefit wrongful acts" in excess of your "retained limit".
---------------------	--

3. Per "Employment Practice Liability Wrongful Act Limit"

\$10,000,000 Any one "employment practice liability wrongful act" or series of continuous, repeated, or related "employment practice liability wrongful acts" in excess of your "retained limit".

"Retained Limit": \$5,000,000 Any one "occurrence" or "wrongful act" or "employee benefit wrongful act" or series of continuous, repeated, or related "occurrences", "wrongful acts" or "employee benefit wrongful acts".

\$5,000,000 Any one "employment practice liability wrongful act" or series of continuous, repeated, or related "employment practice liability wrongful acts".

Policy Premium:	\$339,966	Minimum Premium:	\$339,966
Minimum Earned Premium:	\$84,992	Commission:	0.00%
Total Premium (including Terrorism Risk Insurance Act Coverage Prem.):	\$339,966		
Premium for Terrorism Risk Insurance Act Coverage Premium:	\$8,886		

Surcharge:	N/A	N/A
Tax:	N/A	N/A

Subject to:

- 1) Premium payment is due and payable within 30 days from the effective date.
- 2) FOR THE POLICY PREMIUM, MAKE CHECK PAYABLE TO AND REMIT TO:  
EVEREST NATIONAL INSURANCE COMPANY  
FILE 30724  
P.O. BOX 6000  
SAN FRANCISCO, CA 94160

3) Copy of current budget

For a complete description of the coverage, please review the Policy's Terms, Restrictions & Limitations  
Please note that the Policy is amended by any endorsements listed below.

Attachments:

Description	Form No.
Public Entity Excess Liability Declarations	EDEC 556 05 06
Amendment for Bodily Injury and Property Damage	EUM 24 539 05 06
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement	CU 21 23 02 02
California Changes - Cancellation and Nonrenewal	CU 02 23 11 04
Cap on Losses From Certified Acts Of Terrorism	CU 21 30 11 02
Amendment for Transit Agencies	EUM 25 509 05 06
Reimbursement of Defense Costs for Employment Practice Liability Wrongful Act	EUM 24 527 05 06
Amendment of Limit of Liability - Defense Costs	EUM 24 529 05 06

Attachments:

Description

Form No.

**Additional Terms and Conditions:**

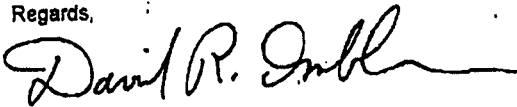
This binder contains a broad outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued to you. The policy contains the full and complete agreement with regard to coverage. Please review the policy thoroughly with your broker upon receipt and notify us promptly in writing if you have any questions. In the event of any inconsistency between the binder and the policy, the policy language shall control unless the parties agree to an amendment.

This binder may be cancelled at any time by the Insured or the undersigned giving the other notice in writing. Upon acceptance of the policy (or policies) and/or certificate(s) by the Insured, the coverage hereunder supercedes that of this binder.

**\*\*\*IMPORTANT - POLICY ISSUANCE VERIFICATION\*\*\***

Our policy will be issued based upon the information displayed in this document. We ask that you thoroughly review this information (including the Named Insured and Address) to ensure it is correct. Your careful review and timely advice, if correction is needed, will help us to provide you with an accurate policy at time of issuance.

Regards,



David R. Imbler  
Branch Manager

Phone: (206) 393 - 3221

Fax: (206) 223 - 7007

e-mail: David.Imbler@cvstarrco.com

**C.V. STARR & CO.**

One Convention Place, Suite 1350  
Seattle, WA 98101

**PREMIUM INVOICE**

Producer:  
Producer No.: 4094  
Marsh USA, Inc.  
777 South Figueroa Street, 23rd Floor  
Los Angeles, CA 90017

Policy #: 71 P 3000002 - 061

Invoice Date: October 26, 2006

**PREMIUM IS DUE AND PAYABLE 30 DAYS  
FROM THE EFFECTIVE DATE**

Due Date: December 2, 2006

For billing questions, contact your underwriter.

Insured: Orange County Transportation Authority  
550 S. Main St.  
Orange, CA. 92863

Issuing Company: Everest National Insurance Company

Effective Date	Transaction Description	Gross Premium	Commission Rate	Commission Amount	Net Premium
November 1, 2006	Binder - Premium	\$ 339,966	0.00%	\$0	\$ 339,966
	Surcharge	\$ -			\$ -
	Taxes	\$ -			\$ -
TOTAL AMOUNT DUE					\$ 339,966

**This invoice is not a reinstatement of any coverage or policy previously cancelled.**

If the policy listed on this invoice has been cancelled by the company, payment of the amount due will not automatically reinstate the policy regardless of whether or not such payment is accepted by the company. If payment of the amount due is received and accepted after the cancellation date and the policy is not reinstated, such payment, less any earned premium, will be refunded within reasonable period of time. "The Company reserves the right to determine if your policy will be reinstated. If it is, the Company will send you a separate reinstatement notice".

-----  
Detach remittance copy and return with your payment  
-----

**Remittance**

To ensure timely and accurate handling, please notate the policy number on the check.

Producer #	Policy No.	Insured
4094	71 P 3000002 - 061	Orange County Transportation Authority
Producer:		Amount Due: \$339,966
Marsh USA, Inc.		Amount Paid:

777 South Figueroa Street, 23rd Floor  
Los Angeles, CA 90017

**MAKE CHECK PAYABLE TO & REMIT PAYMENT TO:  
EVEREST NATIONAL INSURANCE COMPANY**

File 30724  
P.O. Box 6000  
San Francisco, CA 94160



**GREAT AMERICAN CUSTOM**  
INSURANCE SERVICES<sup>SM</sup>, INC.

A Member of the Great American Insurance Companies®

September 27, 2006

Dani Nugroho via e-mail  
[Dani.L.Nugroho@marsh.com](mailto:Dani.L.Nugroho@marsh.com)  
Marsh - Los Angeles

**RE:** **Orange County Transportation Authority**  
**550 South Main St.**  
**Orange, CA 92863**

We are pleased to offer a proposal of coverage for the above captioned risk as follows:

**Carrier:** Great American Assurance Company (Admitted)

**Effective:** **November 1, 2006 to November 1, 2007**

**Coverage:** Excess Liability-Occurrence

**Limits:** \$10,000,000 Each Occurrence/Aggregate

Excess of \$5,000,000 Each Occurrence/Aggregate, which is excess of  
\$5,000,000 Each Occurrence/Aggregate

**Defense Expenses do not erode these Policy Limits**

Excess of:

**Primary**  
**Retained Limits:**

**General Liability**  
**\$5,000,000 Each & Every Occurrence (No Aggregate)**  
**Automobile Liability**  
**\$5,000,000 Each & Every Occurrence (No Aggregate)**  
**Employers Liability**  
**\$5,000,000 Each & Every Occurrence (No Aggregate)**  
**Public Officials E & O**  
**\$5,000,000 Each & Every Occurrence (No Aggregate)**

(Per the Controlling Underlying Municipal Retained Amount Policy Written by Clarendon America Insurance)

**Defense Expenses erode these Retained Limits**

**Premium:** \$97,000 Annual and Deposit plus \$1,940 for TRIA.

**Rate:** Flat **Commission:** 0% (net)

**Terms and Conditions**

**Policy Form -**

GAI 6524 (Excludes Asbestos, Nuclear, Pollution - Absolute)

725 S. Figueroa Street, Suite 3400, Los Angeles, CA 90017  
Office: (213) 430-4300 FAX: (213) 629-8223

Page 1 of 4

C:\Documents and Settings\agorski\Local Settings\Temporary Internet Files\OLK2\Orange County Transportation Authority Quote

This referenced form and any attachments, and or exclusions thereto become the contract of Insurance once a binder is issued. Please review all the coverage's, terms, restrictions and limitations of the form, and additional exclusions and attachments for a complete description of the coverage's being outlined within this proposal.

**Exclude -**

We will follow all of the exclusions and limitations of the "Clarendon America" policy as included in their form MMRA 10000 06 05 - and those additional exclusions & limitations specifically included on their quote dated 9/19/2006:

Known Injury or Damage  
Aircraft, Airports or Aviation Liability  
Asbestos  
Certain Contractual Liability  
Damage to Impaired Property  
Certain Property Damage  
Employee Compensation  
Employers Liability (Deleted by Endorsement)  
ERISA  
Expected or Intended Injury with an exception for law enforcement activities  
Failure to Supply Utility Service  
Lead  
Medical Malpractice with an exception for Incidental Med Mal  
Nuclear Energy  
Certain Personal Injury  
Pollution with vehicle operating fluids, upset & overturn and hostile fire exception  
Professional Services  
Certain Public Officials E & O  
Suits Seeking relief or redress other than monetary damages  
UM/UIM and No Fault  
Watercraft  
Workers Compensation  
Absolute Pollution Exclusion  
Condemnation Exclusion  
Failure to Buy Insurance Exclusion  
Fungi, Wet Rot, Dry Rot and Bacteria Exclusion  
Landfill Exclusion  
Railroad Liability Exclusion  
Terrorism Exclusion  
War Exclusion

**Our Policy to Attach:**

Employment Related Practices Exclusion  
Intellectual Property Exclusion  
Silica Exclusion  
Discrimination Exclusion  
Economic or Trade Sanctions Condition Endorsement  
Violation of Communication or Information Law Exclusion  
Pollution Liability Follow Form Endorsement  
Uninsured Underinsured Motorist Exclusion  
Care Custody & Control Exclusion  
California Amendatory Endorsement(s) (and any add'l required state amendatory)





# GREAT AMERICAN CUSTOM INSURANCE SERVICES<sup>SM</sup>, INC.

A Member of the Great American Insurance Companies®

***If Terrorism Coverage Is Accepted will attach the following:***

Cap on Losses From Certified Acts of Terrorism Endorsement (Form #GAI 6452 11/02)  
Disclosure of Premium Pursuant to Terrorism Risk Insurance Act of 2002 Endorsement (Form #  
GAI 6472 03/03)

**Conditions:**

***All Loss data submitted must be total incurred, ground up and uncapped. We require a signed copy of the POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE for our files as soon as practical. We will also require copies of all the Underlying Policies for our files within 60 days of binding.***

***The proposal offered herewith is an indication valid through to the inception date of coverage as indicated above. To clarify, please note the conditions of this quote may not be in accordance with the conditions requested in your submission. The proposal is a limited indication of the coverage details. For complete terms, conditions, exclusion and limitations please refer to the policy language itself.***

Thank you for the opportunity to provide this proposal. If you have any questions, please give me a call.

Sincerely,

**Joseph Hamilton**  
GAPRIS Insurance Services  
Phone: 213-430-8706



# GREAT AMERICAN CUSTOM INSURANCE SERVICES<sup>SM</sup>, INC.

A Member of the Great American Insurance Companies®

## POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act of 2002 (the Act) establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

In accordance with the Terrorism Risk Insurance Act of 2002, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified pursuant to the Terms of the Act** as an Act of Terrorism committed by an individual(s) acting on behalf of a foreign person or foreign interest. All other provisions of this policy will still apply to such an act. Additionally, if there are applicable policies with underlying or retained limits before this policy applies, you must accept and pay for coverage for losses from Acts of Terrorism in those policies(y) before accepting and paying for such coverage in this policy.

See below for the section of this Notice titled **SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**. If you choose to accept this offer of coverage, your premium will include the additional premium for losses from Acts of Terrorism as stated in this disclosure.

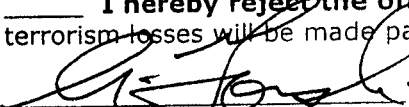
Failure to pay the premium by the due date will constitute rejection of the offer and your policy will include an exclusion for losses caused by terrorism.

All other terms and conditions of the policy remain unchanged.

### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

☒ I hereby elect to purchase coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act of 2002 as an Act of Terrorism **for a premium of \$1,940**. I understand that if the quoted premium is not received by the Inception Date of the policy, an **exclusion** of terrorism losses will be made a part of this policy. I warrant that I am purchasing Terrorism coverage in the policies which are described in the **Underlying Limits of Insurance**. I warrant that the Underlying Limits of Insurance are in effect and will continuously provide terrorism coverage. I understand that if such Underlying Limits of Insurance are not in effect or maintained then this policy will apply in the same manner as if the Underlying Limits of Insurance were still maintained and in effect.

☐ I hereby reject the offer of terrorism coverage. I understand that an **exclusion** of terrorism losses will be made part of this policy.

  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Policy Number

  
Print Name

\_\_\_\_\_  
Policy Limits

  
Date

# GAPRIS INSURANCE SERVICES

725 South Figueroa Street, Suite 331  
Los Angeles, California 90017

**BINDER NUMBER:** EPI5215 **POLICY NUMBER:** EXC9252652

This is confirmation that Great American Assurance Company has bound coverage as follows:

**Named Insured:** Orange County Transportation Authority

**Address:** 550 South Main Street  
Orange, CA 92863

**Binder Period:** From: 11/01/06 To: 2/01/06  
12:01 A.M. Standard Time at the location of risk.

**Coverage:** Excess liability - Occurrence.

**Terms & Conditions:** Excluding: (Asbestos, Nuclear, Pollution (absolute), etc. in form)

We will follow all of the exclusions and limitations of the "Everest National Insurance Company" policy as included in their form EUM 00 514 MMRA 10000 06 05 – and those additional exclusions & limitations specifically included on their binder dated 10/26/06: Public Entity Excess Liability Declarations, Amendment for Bodily Injury and Property damage, Nuclear Energy Liability Exclusion Endorsement, California Changes – Cancellation and Nonrenewal, Amendment for Transit Agencies, Reimbursement of Defense Costs for Employment Practices Liability Wrongful Act, Amendment of Limit of Liability – Defense Costs

Our Policy will Attach: Employment Related Practices Exclusion, Intellectual Property Exclusion, Silica Exclusion, Discrimination Exclusion, Economic or Trade Sanctions Condition Endorsement, Violation of Communication or Information Law Exclusion, Pollution Liability Follow Form Endorsement, Professional Liability Exclusion, Uninsured Underinsured Motorist Exclusion, Care Custody & Control Exclusion, California Amendatory Endorsement(s) (\*and any add'l required state amendatory), Cap on Losses From Certified Acts of Terrorism Endorsement, Disclosure of Premium

**Limit of Liability:** \$10,000,000 Each Occurrence/Aggregate excess of \$10,000,000 Each Occurrence/Aggregate(Defense Expenses do not erode these Policy Limits) excess of:

**Primary Retained limits:**  
General Liability  
\$5,000,000 Each & Every Occurrence (NO AGGREGATE)  
Auto Liability  
\$5,000,000 Each & Every Occurrence (NO AGGREGATE)  
Employers Liability  
\$5,000,000 Each & Every Occurrence (NO AGGREGATE)  
Public Officials E & O  
\$5,000,000 Each & Every Occurrence (NO AGGREGATE)

**Premium:** \$98,940. This is minimum and deposit and is due and payable within 30 days of the inception date.

**Commission:** 0% (net)

Coverage under this binder will be terminated and superseded upon issuance of the policy. This binder may be canceled by the company by mailing to the insured, at the address shown herein, written notice stating when, not less than 5 days thereafter, such cancellation shall be effective. If this binder is canceled by the insured, earned premium, subject to any minimum earned premium provisions herein, shall be calculated on a short rate basis.

**Producer:** Marsh Risk & Insurance Services  
777 South Figueroa St.  
Los Angeles, CA 90017

**Dated:** 10/30/06

GAPRIS INSURANCE SERVICES

RHN/zac

(Authorized Representative)



# MARSH

**Craig Morris**  
Senior Vice President

Marsh Risk & Insurance Services  
4695 MacArthur Court, Suite 700  
Newport Beach, CA 92660  
California Insurance License # 0437153  
949 399 5872 Fax 949 833 9518  
craig.m.morris@marsh.com  
www.marsh.com

August 28, 2006

Mr. Al Gorski  
Manager, Risk Management  
Orange County Transportation Authority  
550 S. Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

Subject:  
**November 1, 2006 Excess Liability and December 1, 2006 Property Risk Review and  
Renewal Strategy Meeting Notes**

Dear Al:

Thank you for meeting with Beverly Diaz, Arisara Sethanant and me on Thursday, August 17 to outline your renewal goals and objectives for the above risk management programs. The following summarizes our discussion.

**Recap of Risk Identification Review Discussion:**

- OCTA is the county's primary transportation agency and continues to provide an efficient and safe transportation system for its residents and visitors. There have been no changes in operations this year. However, OCTA is in negotiations to purchase two additional parcels of land for future transportation uses. The first is the former paratransit site on Jamboree Road in Irvine. This location was used by Laidlaw, the former contracted paratransit service provider, and contains buildings and equipment used to maintain, service and dispatch paratransit vehicles. The other is a 13.5 acre parcel just south of Katella near Angel Stadium. This site is currently owned by the County and used by the Flood Control District. Escrow is expected to close 1/1/07, then OCTA will lease back to the FCD until this site can be developed into a regional transportation hub. OCTA expects to receive full indemnification from the County for any environmental issues.
- OCTA's corporate office in Orange is leased through 2010 at which time OCTA may consider purchasing the buildings they occupy or move to another location.
- Measure M, the ½ cent sales tax approved by the voters in 1990 to improve transportation in the County is expiring in 2011. Much effort is being given now to remind the county's residents the impact this measure has had.
- OCTA has installed cameras on one 40 foot bus and plans to expand their use into the 200 new buses being purchased over the next two years.
- OCTA plans to transition from LNG to CNG as the fuel for operating buses.

# MARSH

Page 2

August 28, 2006

Mr. Al Gorski

Orange County Transportation Authority

## **Recap of Renewal Strategy Meeting Discussion and Deliverables:**

- We reviewed the current property and excess liability program structure.
  - The property has been with Fireman's Fund since 1990, but changed to CNA last year. The coverage includes a \$175,000,000 per occurrence limit, extends coverage to OCTA's real & personal property, including revenue vehicles while at an OCTA bus base. Losses are subject to a \$25,000 deductible, except for buses and ancillary coverage's. The total premium is \$195,376 and overall account rate is approximately \$.0475 per \$100 of value, which at the time of binding was \$411,317,561. The \$25,000 property deductible is appropriate and but the overall policy limit may need to be revisited if the renewal values increase significantly.
  - OCTA's excess liability program provides a total of \$10,000,000 in limits about your \$5,000,000 self insured retention. Coverage has been with Clarendon American for the first \$5,000,000 excess layer since 2002 and in 2003 the Authority purchased a second layer of excess liability with Arch Specialty. Both Clarendon and Arch are surplus lines carriers, doing business in the state of California on a non-admitted basis. In comparison to other transit agencies, a \$10 million limit is low and consideration should be given to purchase additional limits at renewal.
- OCTA's historical loss experience has been very good. Currently there are only 24 open cases. However Clarendon did pay for a portion of the Arana claim. This claim may impact the carrier's renewal position.
- We discussed the current marketplace and provided OCTA with guidance that property rates continue to increase 25-50% for risks with catastrophic loss exposure, but OCTA should only expect a 5-10%. The excess liability rates are flat to a 10% decrease.
- OCTA's goals for the upcoming renewals are:
  - Minimize rate increases.
  - Obtain additional property and liability limits.
  - Obtain an option for a lower Liability SIR.
  - Increase Extra Expense, Off Premises Service Interruption, Unnamed Locations, Valuable Papers, Claim Preparation Expense and the B&M sublimits.
  - Obtain proposals for earthquake and flood on the bus bases.
  - Continue to insure the buses while on an OCTA bus base.

# MARSH

Page 3  
August 28, 2006  
Mr. Al Gorski  
Orange County Transportation Authority

- Specifically you would like us to seek proposals from the following suggested markets or any other market:

## Property & Boiler & Machinery

▪ Fireman's Fund	▪ Allianz	▪ AIG
▪ AXIS	▪ CNA	▪ GE Capital
▪ IRI	▪ Liberty Mutual	▪ Travelers
▪ XL	▪ Zurich	▪ Hartford

## Excess Liability

▪ Clarendon through Victor O'Shinner	▪ Arch	▪ ACE
▪ Discover Re	▪ Great American	▪ CV Starr
▪ St. Paul Travelers	▪ XL Risk Management	▪ Zurich
▪ Allied World Assurance Corp.	▪ Lexington	▪ Lincoln General
▪ RLI	▪	▪

In approaching these markets on your behalf, you have further directed Marsh to disclose the following information as part of our negotiating process:

- The names of the incumbent insurers and other prospective insurers to prospective insurers;
- Provide a specific price, range of prices or prioritization of terms that you seek in purchasing insurance;
- The structure, language and/or pricing of the expiring policy;
- Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurers.

If during the marketing process you would like Marsh to provide the incumbent carriers with an opportunity to submit an improved quote after all other competing final quotes have been received, sometimes referred to as a "last look" please provide me with written direction to that effect.

# MARSH

Page 4

August 28, 2006

Mr. Al Gorski

Orange County Transportation Authority

You have been successful in approaching your Board with a not to exceed number. For the Excess Liability it is \$500,000 and for Property it's \$325,000. Our agreed upon timeline reflects these key dates:

**Excess Liability**

- Staff Report due 9/11/06
- F&A Committee Meeting 9/27/06
- Board Meeting 10/6/06

**Property**

- Staff Report due 10/9/06
- F&A Committee Meeting 10/25/06
- Board Meeting 11/13/06

It was very beneficial for us to meet and we appreciate the time you spent with us. We look forward to a successful renewal of your programs.

Sincerely,

A handwritten signature in cursive script that reads "Craig Morris". The signature is written in black ink and is positioned above the printed name and title.

Craig Morris  
Senior Vice President



**Orange County  
Transportation  
Authority**

**Business Travel Accident Coverage**



**Felonious Assault**

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

751 Broad Street  
Newark, New Jersey 07102

# Group Insurance Contract

**Contract Holder: ORANGE COUNTY TRANSPORTATION AUTHORITY**

**Group Contract No.: BG-42544-CA**

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

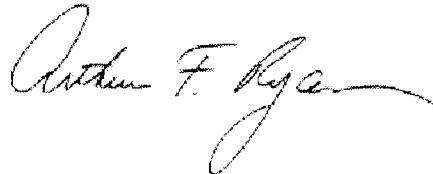
The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules.

The Group Contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.



Secretary



Chairman of the Board

## Business Travel Accident Coverage

83500  
COV 5010

(S-2)(42544-2)

# Group Contract Schedule

**Contract Date:** July 1, 2005

**Contract Anniversaries:** July 1 of each year, beginning in 2006.

**Premium Due Dates:** The Contract Date, and each Contract Anniversary date beginning with July 1, 2006.

**Governing Jurisdiction:** State of California

**Associated Companies:** Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Minimum Participation Number:** 25

## INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

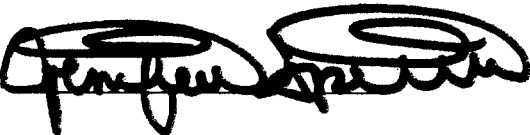
The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

---

**Table of Contents** (as of the Contract Date): The Group Contract includes these forms with an 83500 prefix: COV 5010, GCS 1027, SPR 1001, GR 5042, MOD 1001, SCH 1001, APP 1001.

---

Attest

A handwritten signature in black ink, appearing to be "Jennifer Specter", written over a horizontal line.

# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees classified by the Employer as Coach Operators.

**Program Date:** July 1, 2005. This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

## BUSINESS TRAVEL ACCIDENT COVERAGE

### BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

#### Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees	\$75,000

**Amount Limit Due to Age:** When you are age 70 or more, your amount of insurance is limited. It is the Limited Percent (for that Age) of the amount for which you would then be insured if there were no limitation. Each Age and the Limited Percent for that Age are shown below.

Age	Limited Percent
70	65
75	45
80	30
85 and more	15

The Delay of Effective Date section does not apply to this provision.

### AGGREGATE LIMIT(S):

**Aggregate Limit Per Covered Accident:** \$500,000

**To Whom Payable:** The benefits are payable to you. But benefits for your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)

## Summary of Insurance

Insurer (Placement)		Policy Number	Form Number	Renewal of Policy Number
Great American Insurance Company		GVT217124905	IL 70 01 (Ed. 02/89)	GVT2171249-06
Named Insured		Orange County Transportation Authority		
Policy Term		(12:01 AM) on 05/01/05 to (12:01 AM) on 05/01/08		
Coverage Description		Commercial Crime		
Limit of Liability			<u>Limit of Insurance</u>	<u>Deductibles</u>
		Public Employee Dishonesty	\$2,000,000	\$10,000
		Forgery or Alteration	\$1,000,000	\$1,000
		Theft, Disappearance & Destruction	\$100,00	\$1,000
		Robbery & Safe Burglary	\$100,000	\$1,000
		Computer Fraud with Wire Transfer Fraud	\$2,000,000	\$10,000
		Credit Card Forgery	\$25,000	\$0
Premium		\$39,906 Installments of \$13,302 due 5/1/05, 5/1/06, and 5/1/07		
Terms, Conditions and Amendatory Endorsements		<ul style="list-style-type: none"> <li>▪ Common Policy Conditions</li> <li>▪ Crime Coverage Part Declarations</li> <li>▪ Crime General Provisions (Loss Sust.)</li> <li>▪ Public Employee Dishonesty Coverage Form</li> <li>▪ Forgery or Alteration Coverage Form</li> <li>▪ Theft/Disappearance/Destruction Coverage Form</li> <li>▪ Robbery and Safe Burglary Coverage Form D</li> <li>▪ Computer Fraud Coverage Form</li> <li>▪ Credit, Debit or Charge Card Forgery</li> <li>▪ Include Directors / Trustees as Employees</li> <li>▪ Include Designated Agents as Employees</li> <li>▪ Include Specified Non-Compensated Officers as Employees</li> <li>▪ Joint Insured Endorsement</li> <li>▪ Amend Territorial Limits</li> <li>▪ General Endorsement</li> <li>▪ General Endorsement</li> <li>▪ General Endorsement</li> <li>▪ General Endorsement</li> <li>▪ General Endorsement</li> <li>▪ General Endorsement</li> <li>▪ Cancellation by Us</li> <li>▪ Wire Funds Transfer Fraud Coverage</li> <li>▪ Diminution of Deductible Endorsement</li> <li>▪ Welfare and Pension Plan ERISA Compliance</li> <li>▪ Terminated Employees Endorsement</li> <li>▪ Annual Review Provision</li> </ul>		

## Commercial Crime

	<ul style="list-style-type: none"> <li>▪ Exclude Trading Loss</li> <li>▪ Include Volunteer Workers other than Fund Solicitors as Employees</li> <li>▪ Add Faithful Performance of Duty</li> </ul>	
<b>Notice of Cancellation</b>	90 Days / 10 days for nonpayment	
<b>Claim Reporting Requirements</b>	Send all "Notice of Claims" as soon as practicable and per policy provisions to:	
	Address:	Great American Insurance Companies 2809 Kimberly Lane Tampa FL 33618 Tel.: (813) 915-0743 Fax: (813) 915-0934
	In addition to sending all notices to the above address, mail a copy of the litigation and all relevant correspondence to Marsh USA Risk & Insurance Services.	
	Address:	Marsh USA Risk & Insurance Services 4695 MacArthur Court, Suite 700 Newport Beach, CA 92660
<b>General Policy Reporting</b>	<b>Mergers, acquisitions, divestitures and newly created entities e.g. corporations, limited liability corporations, partnerships, joint ventures, etc. may trigger various policy provisions including, but not limited to: reporting requirements, underwriter approvals, revised coverage terms, additional premiums or coverage terminations. We urge you to contact Marsh immediately when any of these activities are planned or occur.</b>	
<b>Summary of Insurance – Reference Only</b>	This summary is for reference only. For details of coverage terms and conditions refer to the actual insurance policy.	



# Fiscal Year Cost of Insurance and Broker Compensation

Fiscal Year	Policy Number	Policy Description	Policy Type	Policy Amount	Policy Premium	Policy Deductible	Policy Co-insurance	Policy Retention	Policy Termination	Policy Renewal	Policy Cancellation	Policy Non-renewal	Policy Other
FY 91/92	\$1,942	\$161,417	\$38,687	N/A	\$10,904	\$201,384	\$414,334						
FY 92/93	\$1,946	\$170,280	\$39,099	N/A	\$12,562	\$195,095	\$418,982						
FY 93/94	\$1,931	\$152,430	\$56,000	N/A	\$12,964	\$141,051	\$364,376						
FY 94/95	\$1,865	\$152,430	\$44,117	N/A	\$14,735	\$140,622	\$353,769						
FY 95/96	\$1,800	\$153,375	\$44,576	N/A	\$14,279	\$108,018	\$322,048						
FY 96/97	\$1,800	\$149,537	\$45,186	N/A	\$13,769	\$81,476	\$291,768						
FY 97/98	\$1,742	\$140,000	\$49,000	N/A	\$13,181	\$80,000	\$283,923						
FY 98/99	\$1,791	\$125,000	\$49,000	N/A	\$13,031	\$71,977	\$260,799						
FY 99/00	\$1,791	\$125,000	\$53,798	N/A	\$11,489	\$79,262	\$271,340						
FY 00/01	\$1,786	\$150,000	\$61,451	N/A	\$11,489	\$84,090	\$308,816						
FY 01/02	\$3,199	\$181,300	\$108,199	N/A	\$13,225	\$122,259	\$428,182						
FY 02/03	\$3,199	\$271,892	\$152,445	\$430,812	\$13,225	\$334,931	\$1,206,504						
FY 03/04	\$3,310	\$409,406	\$169,722	\$393,250	\$15,065	\$770,878	\$1,761,631						
FY 04/05	\$3,779	\$384,000	\$164,067	\$207,500	\$15,602	\$778,981	\$1,553,929						
FY 05/06	\$3,518	\$381,380	\$195,376	\$372,783	\$13,302	\$657,000	\$1,623,359						
FY 06/07	\$3,463	\$438,906	\$236,585	Pending	\$13,302	\$765,758	\$1,458,014						







BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** <sup>WK</sup> Wendy Knowles, Clerk of the Board  
**Subject:** Euclid Street Traffic Signal Synchronization Goals

Regional Planning and Highways Committee

February 19, 2007

**Present:** Directors Amante, Dixon, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** Directors Cavecche and Glaab

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Receive and file as an information item.





**February 19, 2007**

**To:** Regional Planning and Highways Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Euclid Street Traffic Signal Synchronization Goals

### **Overview**

The Orange County Transportation Authority has been working with local agencies on the Euclid Street Traffic Signal Synchronization Demonstration Project. This report provides an overview of the synchronization goals for the project developed from collected traffic data and local agency discussion.

### **Recommendation**

Receive and file as an information item.

### **Background**

Expanding signal synchronization is a cost-effective way to increase roadway throughput without major new construction. The Orange County Transportation Authority (OCTA) Board of Directors is working with local agencies to implement projects for early demonstration of inter-jurisdictional signal synchronization in northern and southern Orange County. Cities in north Orange County selected Euclid Street as an initial demonstration project for expanded, inter-jurisdictional signal synchronization. OCTA has been working with the local agencies along the Euclid Street corridor to develop signal synchronization goals. A summary report of the effort is provided below.

### **Discussion**

The Euclid Street Signal Synchronization Demonstration Project will optimize traffic signal timings with the intent to:

- reduce stops and delays
- reduce travel times
- lower fuel consumption
- increase average speeds
- improve air quality

In addition, the project will identify minor improvements to enhance arterial traffic carrying capacities. Albert Grover and Associates has been retained by OCTA to complete the work. It is expected that the project should be completed by fall 2007.

The Euclid Street project route is a 15-mile north-south corridor with 62 signalized intersections controlled by six separate cities and the California Department of Transportation (Caltrans). The corridor, between Imperial Highway (State Route 90) in La Habra and the San Diego Freeway (Interstate 405) southbound ramps in Fountain Valley, includes traffic signals controlled by the cities of La Habra, Fullerton, Anaheim, Garden Grove, Santa Ana, Fountain Valley, and by Caltrans. Additionally, the corridor includes four freeway interchanges, passes a state highway, and undergoes 12 jurisdictional changes as it traverses between La Habra and Fountain Valley.

The Euclid Street project route varies from four to six lanes and carries daily traffic ranging from over 20,000 vehicles per day in the north, to approximately 35,000 vehicles per day in the south, with traffic volumes reaching over 40,000 both in the Riverside Freeway (State Route 91) to the Santa Ana Freeway (Interstate 5) stretch, and in areas south of the Garden Grove Freeway (State Route 22).

OCTA has been meeting with representatives from the six cities and staff from Caltrans to discuss existing traffic patterns along Euclid Street. To supplement these discussions, OCTA has been conducting field reviews and collecting traffic data along the corridor. The key finding from this effort is that vehicle traffic on Euclid Street is primarily oriented toward the freeways, with a majority of traffic either destined to the freeways or originating from the freeways.

Based on this finding, OCTA staff recommends that the initial goal of this project should be optimizing signal timings to move vehicles to and from the freeways. This would likely be the most beneficial to the overall performance of Euclid Street. However, it should be noted that even with an emphasis on getting vehicles on and off the freeways, the need to get across freeway interchanges and across Euclid Street will be carefully considered and balanced with this goal. The traffic engineers of all participating agencies concurred with the overall project goal of synchronizing traffic signals to enable better access to and from the freeways.

Finally, it is important to note that this initial goal is data driven, specific to Euclid Street, and reflects existing traffic patterns. Other corridors would require a similar study process to develop a signal synchronization goal. This

will be developed as part of future projects and as the overall signal synchronization plan is developed.

**Summary**

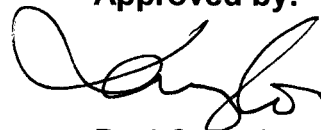
This report provides an overview of the signal synchronization goals for the project developed from collected traffic data and discussion with local agencies. Most of the Euclid Street traffic is oriented toward the freeways and the signal systems will be re-timed to meet this overall goal, recognizing that there may be other factors that need to be considered when implementing the new signal timing plans.

**Attachment**

None.

**Prepared by:**

Anup Kulkarni  
Section Manager II, Regional Modeling  
(714) 560-5867

**Approved by:**

Paul C. Taylor, P.E.  
Executive Director, Development  
(714) 560-5431





BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

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

**From:** <sup>WK</sup>  
Wendy Knowles, Clerk of the Board

**Subject:** Cooperative Agreement with the California Department of Transportation for Pavement Rehabilitation at the Garden Grove Boulevard and Goldenwest Street Intersection

Regional Planning and Highways Committee

February 19, 2007

**Present:** Directors Amante, Dixon, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** Directors Cavecche and Glaab

**Committee Vote**

This item was passed by all Committee Members present.

**Committee Recommendations**

- A. Authorize the Chief Executive Officer to negotiate and execute a cooperative agreement with the California Department of Transportation for incorporation of pavement rehabilitation work at the intersection of Garden Grove Boulevard and Goldenwest Street, in the City of Westminster, into the existing Garden Grove Freeway (State Route 22) widening project.
- B. Amend the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, Revenue Account 0010-6061-F7100 by \$400,000.







**February 19, 2007**

**To:** Regional Planning and Highways Committee

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

**Subject:** Cooperative Agreement with the California Department of Transportation for Pavement Rehabilitation at the Garden Grove Boulevard and Goldenwest Street Intersection

### **Overview**

The Orange County Transportation Authority is currently constructing improvements to the Garden Grove Freeway (State Route 22) from the Costa Mesa Freeway (State Route 55) west to Valley View Street. The California Department of Transportation is requesting incorporation of pavement rehabilitation work at the Garden Grove Boulevard and Goldenwest Street intersection, in the City of Westminster, into the existing Garden Grove Freeway (State Route 22) widening project.

### **Recommendations**

- A. Authorize the Chief Executive Officer to negotiate and execute a cooperative agreement with the California Department of Transportation for incorporation of pavement rehabilitation work at the intersection of Garden Grove Boulevard and Goldenwest Street, in the City of Westminster, into the existing Garden Grove Freeway (State Route 22) widening project.
- B. Amend the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, Revenue Account 0010-6061-F7100 by \$400,000.

### **Background**

On September 22, 2004, the Orange County Transportation Authority (Authority) began construction on the first phase of the Garden Grove Freeway (State Route 22) improvement project constructing a high-occupancy vehicle (HOV) lane and other improvements between the Costa Mesa Freeway (State Route 55) and Valley View Street.

The State Route 22 (SR-22) HOV project is a partnership between the Authority, the California Department of Transportation (Caltrans), the Federal Highway Administration, the joint venture design builder, Granite-Myers-Rados (GMR), and the cities of Orange, Santa Ana, Garden Grove, Westminster, Seal Beach, and Los Alamitos.

As part of the ongoing construction project, additional project enhancements and additions have been added during the duration of the project. Some of the project improvements have been requests from outside the Authority with corresponding reimbursement. A couple of examples include the Tustin Avenue improvements requested by the City of Orange, improvements to Garden Grove Boulevard at Fairview Street, and the Magnolia Street bridge replacement requested by the City of Garden Grove. Incorporation of the work into the SR-22 project is cost effective and results in less community impact when compared to a stand alone project.

### ***Discussion***

Street maintenance along a section of Garden Grove Boulevard under the SR-22 and including the Goldenwest Boulevard intersection is the responsibility of Caltrans. An improvement to this area, consisting of removing and replacing a portion of the pavement is desired by Caltrans, and they have requested the Authority construct the pavement rehabilitation as part of the ongoing SR-22 construction.

The rehabilitation work design and plans have been provided by Caltrans to GMR, the SR-22 contractor, for review and estimating. Both Caltrans and GMR have agreed that a fair and reasonable price for the work is \$400,000, and Caltrans proposes to provide a lump sum payment of that amount to the Authority for this work. This work will be completed in accordance with the provisions for local streets in Construction Change Order No. 10 of the GMR contract.

A majority of the pavement rehabilitation work designed and proposed by Caltrans is already included in existing Authority Agreement C-3-0663 with GMR. Therefore, a credit change order will be issued to Agreement C-3-0663, in an agreed amount equal to the value of this work, estimated to be approximately \$300,000 to \$350,000. The value of the credited change order will be applied to project betterments requested by Caltrans, including possibly rehabilitating portions of the existing freeway pavement east of the Santa Ana Freeway (Interstate 5) interchange.

**Fiscal Impact**

The reimbursement by Caltrans was not included in the Authority's Fiscal Year 2006-07 Budget and will require a budget amendment to Account 0010-6061-F7100, LTA, Reimbursement from Caltrans.

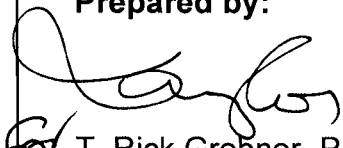
***Summary***

With Board of Directors approval, pavement rehabilitation requested by Caltrans at the Garden Grove Boulevard and Goldenwest Street intersection in the City of Westminster will be incorporated into the existing Garden Grove Freeway (State Route 22) widening project.

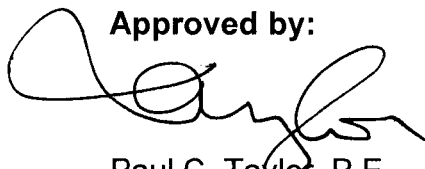
***Attachment***

None.

**Prepared by:**

  
T. Rick Grebner, P.E.  
Program Manager  
(714) 560-5729

**Approved by:**

  
Paul C. Taylor, P.E.  
Executive Director, Development  
(714) 560-5431





BOARD COMMITTEE TRANSMITTAL

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Consultant Selection for Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project

Regional Planning and Highways Committee

February 19, 2007

**Present:** Directors Amante, Dixon, Green, Mansoor, Norby, Pringle, and Rosen  
**Absent:** Directors Cavecche and Glaab

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Authorize the Chief Executive Officer to execute Agreement C-6-0889 between the Orange County Transportation Authority and the top-ranked firm, RBF Consulting, in an amount not to exceed \$248,272, for consultant services to conduct the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project.





**February 19, 2007**

**To:** Regional Planning and Highways Committee

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

**Subject:** Consultant Selection for Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project

### **Overview**

As part of the Orange County Transportation Authority's Fiscal Year 2006-07 Budget, the Board of Directors approved funding for consultant services to conduct the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project. Offers were received and evaluated in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services.

### **Recommendation**

Authorize the Chief Executive Officer to execute Agreement C-6-0889 between the Orange County Transportation Authority and the top-ranked firm, RBF Consulting, in an amount not to exceed \$248,272, for consultant services to conduct the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project.

### **Background**

Expanding signal synchronization in a corridor is a cost-effective way to increase roadway throughput without major new construction. In 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the Oso Parkway/Pacific Park Drive corridor as the south Orange County demonstration project for expanded, inter-jurisdictional signal synchronization. The project will implement signal synchronization from the City of Aliso Viejo to the City of Rancho Santa Margarita. Staff is currently finalizing a non-financial Memorandum of Understanding with the involved agencies for the effort, describing the roles and responsibilities of each party. In addition, OCTA staff is procuring consultant support to prepare the multi-agency synchronization plans.

***Discussion***

This procurement was handled in accordance with OCTA's procedures for professional and technical services and was competitively bid. In addition to cost, other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most effective overall proposal considering such factors as staffing, prior experience with similar projects, approach to the requirements, and technical expertise in the field.

A Request for Proposals (RFP) was sent on December 21, 2006, to 310 firms registered on CAMMNET. The project was advertised on December 21 and December 26, 2006, in a newspaper of general circulation. Addendum No. 1 to the RFP was issued on January 8, 2007, to provide responses to questions submitted by prospective bidders.

On January 18, 2007, six offers were received. An evaluation committee comprised of staff representing the Development Division, the Contracts Administration and Materials Management Department, the City of Mission Viejo, and the City of Aliso Viejo was established to review all offers submitted. The offers were evaluated on the basis of the evaluation criteria approved by the Board in November 2006 comprised equally of the firm qualifications, staffing and project organization, work plan, and price.

The evaluation committee found three of the firms qualified for the work and interviewed each on January 31, 2007. The following is the ranking of the firms as determined by the combined scores of the proposal evaluation and interviews:

Firm and Location

RBF Consulting  
Irvine, California

Advantec Consulting Engineers  
Diamond Bar, California

Iteris, Incorporated  
Anaheim, California

Based on their findings, the evaluation committee recommends that RBF Consulting be retained to perform the consulting work for the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project. The



**Consultant Selection for Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project** **Page 3**

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RBF Consulting proposal demonstrated multi-agency signal optimization experience, provided an innovative work plan, offered broad proactive traffic monitoring services, offered several key value-added services, and showed extensive experience working in south Orange County.

**Fiscal Impact**

The funding for consultant services to conduct the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project was approved in the OCTA's Fiscal Year 2006-07 Budget, Development Division, Account 0010-7519- R5000-N1A.

**Next Steps**

The Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project will begin in spring 2007. Staff will provide an update to the Board in summer 2007 on the status of project. It is anticipated that the project will be completed by summer 2008, with the project results presented to the Board at that time.

**Summary**

Based on the information provided, staff recommends award of Agreement C-6-0889 to RBF Consulting, in an amount not to exceed \$248,272, to perform the consultant work in support of the Oso Parkway/Pacific Park Drive Signal Synchronization Demonstration Project.

**Attachment**

None.

**Prepared by:**



Anup Kulkarni  
Section Manager II, Regional Modeling  
(714) 560-5867

**Approved by:**



Paul C. Taylor, P.E.  
Executive Director, Development  
(714) 560-5431





*BOARD COMMITTEE TRANSMITTAL*

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board <sup>WK</sup>  
**Subject:** Amendment to Agreement for Heating, Ventilation and Air Conditioning Repairs

Transit Planning and Operations Committee

February 8, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Pulido, and Winterbottom  
**Absent:** Director Norby

***Committee Vote***

This item was passed by all Committee Members present.

Director Pulido was not present to vote on this item.

***Committee Recommendation***

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-3001 between the Orange County Transportation Authority and ACM Systems, Inc., in an amount not to exceed \$200,000, to exercise the first option year.





**February 8, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Amendment to Agreement for Heating, Ventilation, and Air Conditioning Repairs and Maintenance Services

### **Overview**

On April 24, 2006, the Board of Directors approved an agreement with ACM Systems, Inc., to provide heating, ventilation, and air conditioning repairs and maintenance services for facility maintenance for a one-year period with four option years.

### **Recommendation**

Authorize the Chief Executive Officer to execute Amendment No. 2 to Agreement C-5-3001 between the Orange County Transportation Authority and ACM Systems, Inc., in an amount not to exceed \$200,000, to exercise the first option year.

### **Background**

The Orange County Transportation Authority (Authority) requires the services of a licensed heating, ventilation, and air conditioning (HVAC) contractor to perform comprehensive full service maintenance for the Authority's HVAC systems. The repair of HVAC equipment is highly specialized and normally accomplished by journeyman level technicians. Under the full service maintenance agreement, the contractor provides all parts, labor, material, and equipment to perform scheduled and emergency maintenance services.

### **Discussion**

This procurement was originally handled in accordance with the Authority's procedures for professional and technical services. The original agreement was awarded on a competitive basis. It has become necessary to amend the agreement due to exercising the first option year.

The original agreement awarded on April 24, 2006, was in the amount of \$150,000. Amendment No. 2, in the amount of \$200,000, will increase the total agreement amount to \$372,500 (Attachment A).

**Fiscal Impact**

The work described in Amendment No. 2 to Agreement C-5-3001 was approved in the Authority's Fiscal Year 2006-07 Budget, Transit, Maintenance Department, Account 2166-7612-D3107-2W5 and 2W6, and is funded through the Local Transportation Fund.

**Summary**

Staff recommends approval of Amendment No. 2, to Agreement C-5-3001, in the amount of \$200,000, with ACM Systems Inc.

**Attachment**

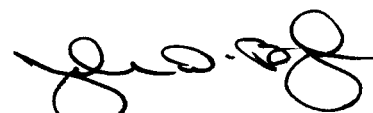
A. ACM Systems, Inc., Agreement C-5-3001 Fact Sheet

**Prepared by:**



Al Pierce  
Manager, Maintenance  
(714) 560-5975

**Approved by:**



John D. Byrd  
General Manager, Transit  
(714) 560-5341

**ACM Systems, Inc.  
Agreement C-5-3001 Fact Sheet**

1. April 24, 2006, Agreement C-5-3001, \$150,000, approved by Board of Directors.
  - Procurement of heating, ventilation, and air conditioning repairs and maintenance services.
2. January 4, 2007, Amendment No. 1 to Agreement C-5-3001, \$22,500, approved by manager of maintenance procurement.
  - Add additional money for one time task for repairs at Irvine Base
3. February 26, 2007, Amendment No. 2 to Agreement C-5-3001, \$200,000, pending approval by Board of Directors.
  - Exercise the first option year. Add Irvine Construction Circle II location to scope of work.

Total committed to ACM Systems, Inc., Agreement C-5-3001: \$372,500.









**February 26, 2007**

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

**From:** *ATL by AB*  
Arthur J. Leahy, Chief Executive Officer

**Subject:** Federal Fiscal Year 2008 Appropriation Request for Senator Feinstein

**Overview**

On February 15, 2007, the Legislative and Government Affairs / Public Communications Committee, recommended taking to the Board a prioritization of federal fiscal year 2008 appropriations requests for Senator Feinstein's office.

**Recommendation**

- A. Establish the Riverside Freeway (State Route 91) Congestion Relief Projects at an increased amount of \$7.04 million and the San Diego (Interstate 405) Widening and Improvements at an increased amount of \$10 million as the top two fiscal year 2008 appropriations priorities for the Orange County Transportation Authority with Senator Feinstein's office.
- B. Support and work with the Cities of Anaheim, Santa Ana, and Placentia to establish the Anaheim Regional Transportation Intermodal Center, Bristol Street Widening and Orangethorpe Corridor Grade Separations as the top appropriation priorities of these cities with Senator Feinstein's office.
- C. Continue to advocate for all eight Board approved appropriations requests with Senator Feinstein's office.

**Background**

The Board has approved the recommendation of the Legislative and Government Affairs/Public Communications Committee (Committee) to submit the eight projects contained in Attachment A as appropriations requests to the Orange County Congressional Delegation.

Shortly after Board approval, staff received communication from Peter Peyser and James McConnell regarding discussions with staff in Senator Feinstein's office. The information provided was that all project requests submitted to the senator's office must be prioritized, and that, without an indication of priority, the senator's office staff will assume that the first project on the list is the highest priority, and the second listed project is the second priority. Furthermore, all requesters were strongly encouraged to submit no more than two project priorities, and only for projects of a critical nature, meaning that the funds were needed this year in order for the project to be built.

Although other delegation offices have encouraged prioritization in the past, these offices have accepted the fact that the Orange County Transportation Authority (OCTA), being a multimodal and countywide agency, has many important projects. Neither Senator Boxer's office, nor any of the Orange County House offices, have so constrained the submission of appropriations requests in their instructions for this year.

### ***Discussion***

Staff is seeking to respond to Senator Feinstein's request. Our project request list has been reduced this year from 14 projects to eight. OCTA will submit this complete project list to the senator. However, staff would also like to respond regarding the request for priorities. On February 15, 2007, the Committee recommended that the OCTA's two top priorities be the Riverside Freeway (State Route 91) Congestion Relief Projects and the San Diego Freeway (Interstate 405) Widening and Improvements. The Committee also recommended that staff increase the amount of funding for these projects. New project descriptions are provided as Attachment B.

This recommendation was made with the understanding that key city transportation projects on the OCTA list for Anaheim, Santa Ana, and Placentia will be submitted to the senator's office as top priorities by those cities and will be strongly supported as high priorities for OCTA.

The deadline for project submission was February 22 and the complete project list and forms were submitted on that date. OCTA has been advised by Senator Feinstein's staff that OCTA staff can indicate project priority regarding this list after the Board takes action on February 26.

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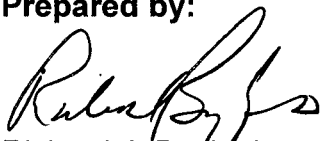
***Summary***

Based upon discussions with staff, the Legislative and Government Affairs/Public Communications Committee is recommending a prioritization of federal fiscal year 2008.

***Attachments***

- A. Orange County Transportation Authority Fiscal Year 2008  
Transportation Appropriations Project List
- B. Fiscal Year 2008 Federal Appropriations Request Revised for Senator  
Feinstein's Office

**Prepared by:**



Richard J. Bacigalupo  
Deputy Chief Executive Officer  
(714) 560-5901





Orange County Transportation Authority  
Fiscal Year 2008 Transportation Appropriations Project List

## **Highways**

### **A. Riverside Freeway (State Route 91) – Congestion Relief Projects**

Funding is requested for State Route 91 (SR-91) and Eastern Toll Road (State Route 241) Interchange. A direct connection between high occupancy toll (HOT) lanes on SR-91 and the State Route-241 (SR-241) toll road will provide a new travel option for SR-91 commuters and allow for a more balanced distribution of travel along the highly congested SR-91 corridor. This request will fund examination of the technical feasibility of options to connect SR-91 Express Lanes with SR-241. This project component is estimated to cost \$200 million.

Funding is also requested for the SR-91 and the Costa Mesa Freeway (State Route 55) Interchange. Constructing this project will alleviate current and future congestion at the interchange of SR-91 and State Route (SR-55). The interchange serves Orange County commuters as well as motorists from the neighboring riverside County who are working in Orange county and motorists and goods movement traffic using SR-91 to reach destinations in Los Angeles County. This request will fund the preliminary engineering (Project Study Report) phase of the project. This project component is estimated to cost \$206 million.

Total Project cost: \$406 million  
FY 2008 Request: \$2.6 million

### **B. San Diego Freeway (Interstate 405) – Widening and Improvements**

Funding is requested for the I-405, Corona Del Mar Freeway (State Route 73), and San Gabriel Freeway (Interstate 605) Widening Project. The OCTA has completed a major investment study (MIS) for this segment of the I-405. The preferred strategy calls for a 12-lane freeway plus such additional operational and capacity improvements as can be accommodated with the existing freeway right-of-way. The agency is preparing the engineering feasibility study for the preferred alternative. This request is to secure the necessary funding for the environmental review phase of the project.

Total Project Cost: \$497 million  
FY 2008 Request: \$9 million

### **C. San Diego Freeway (Interstate 5) Segment Improvements**

Funding is also requested for the Interstate 5 (I-5), Pacific Coast Highway (State Route 1) to Avenida Pico. The project is slated to add additional freeway capacity along I-5 in the South County region with consideration for a potential connection with planned San Diego County high-occupancy vehicles (HOV) lanes on I-5. For FY 2008



Orange County Transportation Authority  
Fiscal Year 2008 Transportation Appropriations Project List

the requested funds will be used to complete the required technical studies, such as the environmental documents. This project component is estimated to cost \$139 million.

Funding is also requested for the I-5 and Ortega Highway (State Route 74) Interchange. The project proposes to reconstruct the existing I-5 / State Route 74 interchange in San Juan Capistrano. Constructing this project will facilitate traffic flows and ease congestion along Ortega Highway and the I-5 on/off ramps as well as accommodate an expected increase in traffic due to adjacent development. This project component is estimated to cost \$75 million.

Total Project Cost: \$214 million  
FY 2008 Request: \$7 million

**D. Santa Ana Freeway (Interstate 5) Segment Improvements**

Funding is requested for Interstate 5 (I-5) / SR-55) Interchange, on I-5 between Fourth Street and Newport Avenue and on SR-55 between Fourth Street and Edinger Avenue. This project will reconstruct the I-5 southbound entrance ramp at First Street to a loop ramp thereby providing more merging room for traffic getting on and off the freeway. Also, the project calls for construction of a new lane on southbound SR-55 through McFadden Avenue exit ramp to Edinger Avenue to eliminate the current weaving movement between the I-5 southbound connection and SR-55 southbound McFadden exit ramp. For FY 2008 the requested funds will be used for the preliminary design and other technical studies to prepare for the design phase. The overall project is estimated to cost \$54 million.

Total Project Cost: \$54 million  
FY 2008 Request: \$5 million

**Streets and Roads**

**E. Bristol Street Widening**

Bristol Street is a major north/south arterial street through the heart of Orange County from the Garden Grove Freeway (State Route 22) on the north to South Coast Plaza at the City of Costa Mesa's southern city limit. The project includes completion of the widening between 17<sup>th</sup> Street and Warner Avenue. The street will be widened from two to three lanes in each direction and includes landscaped median and parkways/greenbelts, improved intersections, undergrounding of utilities, storm drain improvements, upgraded street lighting, and soundwalls. The FY 2008 request would provide funding for right-of-way acquisition from McFadden avenue to Pine Street.

Total Project cost: \$236 million  
FY 2008 Request: \$5 million



Orange County Transportation Authority  
Fiscal Year 2008 Transportation Appropriations Project List

## **Transit and Grade Separations**

### **F. Anaheim Regional Transportation Intermodal Center (ARTIC)**

The ARTIC is an intermodal transportation center located in the City of Anaheim, along the Los Angeles to San Diego (LOSSAN) rail line. The project is bounded by the Orange Freeway (State Route 57), the Santa Ana River, and Katella Avenue, and is in close proximity to the Santa Ana Freeway (Interstate 5). ARTIC will serve as a hub for many transit modes providing everything from conventional bus service to planned regional high technology transportation systems. In addition, ARTIC will strategically facilitate the proposed California high-speed rail alignment, as well as the Anaheim to Ontario International Airport segment of the California-Nevada Interstate High-Speed Rail project. This project expands existing transportation infrastructure for Amtrak intercity rail, Metrolink commuter rail, Orange County bus rapid transit, and Anaheim Resort shuttles. OCTA and the City of Anaheim have acquired the necessary property for the project with local funds.

Total Project Cost: \$245 million  
FY 2008 Request: \$9.5 million

### **G. Grade Separations – Orangethorpe Corridor**

The Orangethorpe Corridor is a five-mile long Burlington Northern Santa Fe railroad corridor through the cities of Placentia, Anaheim, and Fullerton with 11 at grade crossings. Recent activities include the completion of one grade crossing (Melrose Street in Placentia), closure of one crossing (Bradford Avenue in Placentia), safety improvements at eight crossings in the City of Placentia, and the construction of a pedestrian bridge (Bradford Avenue in Placentia). Another grade separation project at Imperial Highway is currently underway. As part of the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (SAFETE-LU), both the City of Fullerton and the City of Placentia received funds for grade separation projects in the Orangethorpe Corridor. This request would supplement those funds and assist in completion of the right-of-way acquisition phase of the selected project in each city.

Total Project Cost: \$400 – 500 million  
FY 2008 Request: \$10 million

### **H. Inter-County Express Bus Service**

OCTA has implemented Inter-County Express Bus Routes 757, 758, and 794 linking employment centers in Orange County with Los Angeles County and Riverside County. OCTA plans to introduce three additional bus routes along the SR-91 corridor linking





Orange County Transportation Authority  
Fiscal Year 2008 Transportation Appropriations Project List

Orange County employment centers with Riverside County. The FY 2008 request would provide funding toward the purchase of up to 22 vehicles to implement these routes.

Total Project Cost: \$4.5 million

FY 2008 Request: \$3.5 million

Once this list of projects is approved, Federal Relations staff will work with OCTA Washington consultants to submit the projects to the Orange County Congressional Delegation and advocates for inclusion in the FY 2008 Transportation Appropriations Act.

**Total Funding Requested in Fiscal Year 2008: \$51.6 million**

## **Fiscal Year 2008 Federal Appropriations Request Revised for Senator Feinstein's Office**

### **A. State Route 91 - Congestion Relief Projects**

State Route (SR) 91 and State Route (SR) 241 Interchange: This project will examine the technical feasibility of options to connect SR-91 Express Lanes with SR-241. A direct connection between High Occupancy Toll (HOT) lanes on SR-91 and the SR-241 toll road will provide a new travel option for SR-91 all commuters and allow for a more balanced distribution of travel along the highly congested SR-91 corridor. The project also includes one new lane in each direction from SR-241 to Orange/Riverside county line. The overall project is estimated to cost \$400 million.

State Route (SR) 91 and State Route (SR) 55 Interchange: Constructing this project will alleviate current and future congestion at the interchange of SR-91 and SR-55. The interchange serves Orange County commuters as well as motorists from the neighboring Riverside County who working in Orange County and motorists and good movement traffic using SR-91 to reach destination in Los Angeles County. This request will fund the preliminary engineering (Project Study Report) phase of the project. The overall project is estimated to cost \$206 million.

Total Project Cost: \$ 606 million

FY 08 Request: \$ 7.04. million

### **B. Interstate 405 - San Diego Freeway Widening and Improvements**

San Diego Freeway (I-405), SR-73 and I-605: The Orange County Transportation Authority has completed a Major Investment Study (MIS) for this segment of I-405. The preferred strategy calls for a 12-lane freeway plus additional operational and capacity improvements as can be accommodated within the existing freeway right-of-way. The agency is preparing the engineering feasibility study for the preferred alternative. This request is to secure the necessary funding for the environmental review phase of the project as well as extensive and proactive community outreach .

Total Project Cost: \$497 million

FY 08 Request: \$10 million





*BOARD COMMITTEE TRANSMITTAL*

**February 26, 2007**

**To:** Members of the Board of Directors  
**From:** Wendy Knowles, Clerk of the Board  
**Subject:** Cooperative Agreements with Senior Mobility Program Participants

Transit Planning and Operations Committee

February 8, 2007

**Present:** Directors Brown, Dixon, Green, Moorlach, Pulido, and Winterbottom  
**Absent:** Director Norby

***Committee Vote***

This item was passed by all Committee Members present.

***Committee Recommendation***

Authorize the Chief Executive Officer to execute cooperative agreements between the Orange County Transportation Authority and 17 participating cities/agencies, in an amount not to exceed \$5,966,466, for continued funding and participation in the Senior Mobility Program through fiscal year 2010-11.





**February 8, 2007**

**To:** Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, Chief Executive Officer  
**Subject:** Cooperative Agreements with Senior Mobility Program Participants

### **Overview**

The Orange County Transportation Authority's Senior Mobility Program provides operating assistance for the provision of local senior transportation services for 18 cities and three nonprofit agencies. Contracts with 17 of the participating cities/agencies are scheduled to expire June 30, 2007. New cooperative agreements are required to reestablish roles, responsibilities, and process for the provision of senior transportation services by each program participant.

### **Recommendation**

Authorize the Chief Executive Officer to execute cooperative agreements between the Orange County Transportation Authority and 17 participating cities/agencies, in an amount not to exceed \$5,966,466, for continued funding and participation in the Senior Mobility Program through fiscal year 2010-11.

### **Background**

The Senior Mobility Program (SMP) was approved by the Orange County Transportation Authority (Authority) Board of Directors in October 2001 (Attachment A). Under the SMP, the Authority allocated up to \$18.9 million to be used by 33 Orange County cities and community centers servicing seniors to operate local senior transportation services through fiscal year 2010-11. The Authority, the Orange County Office on Aging (OoA), and the individual cities and agencies jointly fund the program. The OoA provides some funds available through the Older Americans Act to 10 of the participating cities for nutrition transportation.

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***Discussion***

Currently, 18 cities and three eligible community nonprofit organizations operate Senior Mobility Programs (Attachment B). These programs include service operated by the city or agency with volunteer or paid drivers, contracted service, and taxi voucher programs. Additional cities are working toward SMP start-up. Some of the highlights of the Senior Mobility Program since its implementation in 2002 include:

1. A total Authority contribution of \$4.5 million toward the provision of local senior transportation, with an additional match from SMP participants of \$3.8 million for a total SMP cost to date of \$8.3 million.
2. A total of 47 vehicles donated to cities and centers under the SMP.
3. Nearly 727,000 one-way passenger trips provided to seniors across Orange County through the SMP.
4. Average total program cost per trip of \$11.46.

The Senior Mobility Program has proven to be a cost-effective, alternative transportation option to meet the needs of Orange County's growing senior population. The SMP addresses the "gap" in transportation service for seniors who no longer drive but do not qualify for ACCESS service. Continued funding for this program beyond 2011 is included in Section U of the Measure M reauthorization expenditure plan.

**Fiscal Impact**

Allocation to cities for this program are budgeted on an annual basis. This program is budgeted in Account 0011-7831-D1211, and is funded by the Local Transportation Fund as articulated in Article 4.5 of the Transportation Development Act.

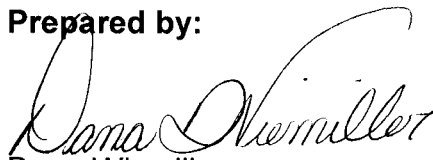
***Summary***

Staff recommends the Board of Directors approval for the Chief Executive Officer to execute cooperative agreements with 17 cities/agencies participating in the Authority's Senior Mobility Program in the amount of \$5,966,466, for all agreements (Attachment C).

***Attachments***

- A. Senior Mobility Program Staff Report dated September 6, 2001
- B. Senior Mobility Program FY06 Performance and Funding
- C. Senior Mobility Program Agreements Fact Sheet

**Prepared by:**



Dana Wiemiller  
Community Transportation Coordinator  
(714) 560-5718

**Approved by:**



John D. Byrd  
General Manager, Transit  
(714) 560-5341







*September 6, 2001*

**To:** Members of the Transit Planning and Operations Committee  
**From:** Arthur T. Leahy, <sup>ML</sup>Chief Executive Officer  
**Subject:** Senior Mobility Program

***Overview***

A new program to provide vehicles and allocate transit operating funds on an ongoing basis to all Orange County cities and the County of Orange for the purposes of providing local transportation services to seniors is proposed for adoption by the Board of Directors.

***Recommendations***

- A. Direct staff to create, implement and support the Senior Mobility Program as outlined in the staff report.
- B. Authorize the Chief Executive Officer to enter into up to five-year renewable cooperative agreements with local jurisdictions that voluntarily choose to participate in the Senior Mobility Program.
- C. Establish Board policy to provide funding to support the Senior Mobility Program exclusively through the Local Transportation Fund, Article 4.5, and to annually allocate sufficient amounts, based on participation, to support the Program as shown in Attachment A.
- D. Adopt the Findings Pertaining to the Filing of Article 4.5 Local Transportation Fund Claims for Community Transit Services as shown in Attachment D.
- E. Establish that local jurisdictions participating in the Senior Mobility Program have priority for receipt of surplus paratransit vehicles.

***Background***

OCTA and its predecessor agencies have for many years provided transportation services to seniors. In the 1970's and 80's, this included demand responsive Dial-A-Ride services operated by the Orange County Transit District (OCTD), and specialized social service and disabled transportation services provided by the non-profit Consolidated Transportation Services Agency (CTSA). Beginning in 1990 with the passage of the federal Americans

with Disabilities Act, transportation services for persons with disabilities began to take priority for available resources. By 1995, Dial-A-Ride and CTSA services were transitioned into ACCESS service and focused primarily on meeting strict federal requirements for transportation of persons with disabilities. OCTA has continued to operate some services exclusively for seniors, including transportation to congregate meal programs in partnership with the County Area Agency on Aging (AAA) and service for Adult Day Care and Adult Day Health Care programs. However, since the implementation of the ADA, there has been continued interest among seniors and senior advocates in securing more public transportation service exclusively for seniors.

One response to this interest was OCTA's establishment in 1998 of the Senior Pilot Program, which permits local jurisdictions to directly receive operating funds and vehicles for provision of congregate meal transportation and other senior transportation services in lieu of the service provided by OCTA. The results of this program have been reported on several earlier occasions to the Board of Directors. To date, six cities have voluntarily tried this program. All have reported the ability to offer more services with a greater degree of customer satisfaction. The lessons learned from the Senior Pilot Program have been used to develop the more comprehensive Senior Mobility Program proposal.

In June 2000, OCTA adopted the findings and recommendations of a comprehensive Senior Transportation Analysis that looked at senior transportation needs and issues over the next twenty years. A key finding of this study, shown in Attachment B, is the anticipated rapid growth over the next five to ten years in the number of older seniors, many of whom will not be able to drive and will need to find transportation alternatives. The study report provided a broad range of recommendations to help meet senior mobility needs. Key among these was identifying new funding sources and establishing new local transportation services for seniors. The Senior Mobility Program proposal is aimed at these recommendations.

In preparing this program proposal, OCTA staff has met face-to-face with staff from all of the cities in Orange County (with the exception of Aliso Viejo and Laguna Beach), and with the County Area Agency on Aging and Health Care Agency to get feedback and make refinements. In addition, a letter regarding the proposal and a copy of this Board report has been sent to all city managers to provide information and solicit any feedback or comments they may have.

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*Discussion*

With the Senior Mobility Program, OCTA will provide transit vehicles and operating funds to cities and the County of Orange to enable them to establish local transportation service for seniors. These local services will complement OCTA's regional bus and ACCESS paratransit services. Participation in the program by cities and the County is entirely voluntary. Local jurisdictions will have broad discretion in how the resources can be used and how local senior transportation services can be provided. Services can be operated by the local jurisdiction; they can be contracted, or resources can be provided directly to users through a bus or taxi subsidy or voucher. Operations can include a local fixed-route, demand responsive, feeder or subscription service, as long as what is offered does not duplicate OCTA's existing bus service. Service can be confined to the local community or offered to destinations in other areas. Cities may also operate joint programs on a sub regional basis. Trip purposes and program eligibility requirements can be tailored to local needs.

**WHAT OCTA PROVIDES**

OCTA will provide vehicles, operating funds and technical assistance to enable participating local jurisdictions to offer local senior transportation services. Each participating jurisdiction will receive the following:

1. An annual grant of transit operating funds according to a formula based on each jurisdiction's share of Orange County's population 65 years of age and older (Attachment C). The formula is based on U.S. Census Bureau, Census 2000 numbers adjusted annually by the Center for Demographic Research at California State University, Fullerton. For jurisdictions that have been participants in the County Area Agency on Aging (AAA)/OCTA congregate meal transportation program and are receiving federal Older Americans Act (OAA) funding, these funds will be "passed through" to the local jurisdiction for the Senior Mobility Program as part of the OCTA formula allocation of operating funds (Attachment C).
2. An annual increase in the allocation of operating funds based on two factors: a) the change in the Consumer Price Index (CPI) as defined by the May 2000 Chapman University forecast; and b) the growth in senior population, age 65 and older, as defined by the Center for Demographic Research.<sup>1</sup>

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<sup>1</sup> For some cities the annual allocation of operating funds will exceed their population fair share, based on prior participation in the existing County Area Agency on Aging (AAA)/OCTA congregate meal transportation program. These "overfunded" cities will receive an annual funding increase based solely on the increase in senior population (no CPI adjustment) until such time as their annual allocation is in line with the population fair share amount.

3. Refurbished surplus 17-passenger lift-equipped paratransit vehicles provided at no cost to the local jurisdiction. These will be OCTA ACCESS vehicles that have been used for 5 years and/or 150,000 miles. Refurbishment will include paint, tires, and safety and mechanical inspection/repair. The number of vehicles each jurisdiction receives will be proportional to its share of operating funds. Local jurisdictions can receive additional vehicles for the cost of refurbishment (estimated at \$3000 per vehicle). Vehicles will be the property of the local jurisdiction.
4. For every vehicle received, a replacement vehicle will be provided by OCTA every three years at no cost to the local jurisdiction.
5. OCTA will maintain a small contingency vehicle fleet that can be used as short-term backup should a local jurisdiction unexpectedly have an inoperative vehicle that would prevent operation of service.
6. Technical assistance with service design and startup. OCTA staff and consultants will provide assistance with service design, contracting and contract oversight. Typically this support will be provided through workshops and organized training sessions.
7. Ongoing training support. OCTA staff will convene periodic training and information-sharing workshops for the benefit of staff of local jurisdictions that have responsibility for implementation and operation of local senior transportation services.

#### WHAT LOCAL JURISDICTIONS MUST DO

Participation in the Senior Mobility Program will be voluntary on the part of local jurisdictions. They may enroll in the program by sending a written request to OCTA and by entering into an up to five-year renewable cooperative agreement. To be a participant, each local jurisdiction must do the following:

1. Agree to provide senior transportation services that do not duplicate OCTA services. Services can be contracted or provided by the local jurisdiction. Also, a "user-side" subsidy may be provided directly to seniors to offset the costs of existing transit or cab services. Minimum age for a senior eligible to use the services is sixty (60). However a local jurisdiction may establish its own age and eligibility criteria within this minimum standard.
2. Agree to match the operating funds provided by OCTA on an 80 percent OCTA to 20 percent local basis. The local match may be made up of cash subsidies, fare revenue, or in-kind services. The match required will grow as the OCTA funding level grows each year.
3. Jurisdictions receiving Older Americans Act funding from the County/AAA must maintain existing transportation to congregate meal programs. This is a "pass-through" requirement of the County/AAA.
4. Use a competitive procurement process if services are contracted, and use disabled-accessible vehicles for operations.

5. Provide basic system operating data to OCTA. This will include number of passengers, vehicle service hours and miles, and monthly operating costs.
6. Provide information for annual fiscal audits and triennial performance audits required of Local Transportation Fund (LTF) recipients.

#### PROGRAM BENEFITS

The Senior Mobility Program, if fully implemented, will provide up to approximately \$28 million in senior transportation services over the next 10 years. Based on experience with the Senior Pilot Program and discussions with managers of senior service programs, the following benefits could be anticipated:

- **Expanded Services for Seniors** – OCTA's funding commitment to senior-only transportation services would increase by more than two-hundred percent over the next 10 years. Local senior transportation services could be provided in all Orange County jurisdictions. Services are available in only a limited number today. Built-in growth in funding would allow programs to expand with the increase in senior population.
- **Greater Equity and Certainty** – Currently senior transportation services are provided in only seventeen local jurisdictions, and the allocation is historical, not formula based. The Senior Mobility Program makes resources available equitably to all jurisdictions over the long term. No jurisdiction would lose any existing funding, and all would benefit from annual growth to match increases in senior population.
- **Local Control** – Experience with the Senior Pilot Program has shown the benefits of local control. Participating jurisdictions have been able to tailor transportation services specifically to the needs of the community. Depending upon the area, examples include provision of shopping trips, medical trips and local demand-responsive services, in addition to senior center trips.
- **Customer Satisfaction** – User surveys conducted for the OCTA Senior Transportation Analysis showed that local senior transportation services consistently have the highest levels of customer satisfaction. Experience with the pilot program bears this out. Services can be tailored and adjusted on-site to meet changing customer needs and conditions.
- **Lower Cost for Service** – Under the pilot program, local jurisdictions have been able to provide more service for a lower cost. Average per vehicle hour costs for the pilots average approximately \$ 35.00 as compared to OCTA's average unburdened paratransit service hour cost of \$ 42.00 (\$55 fully burdened). The difference can be attributed to local versus countywide coverage, and grouping opportunities and scheduling flexibilities not applicable to most of OCTA's paratransit services.

- **Augmentation of OCTA Fixed-Route and ACCESS Services** – Addition of local services for seniors who need transportation only within their community provides another option that is complementary to OCTA's regional bus and ADA service. These services have existed since the mid-1980's in Los Angeles County, funded by the Proposition A 1/2 cent sales tax, and have worked successfully to augment regional bus, rail and ADA paratransit service there.

#### FUNDING AND FISCAL IMPACT

Total OCTA costs, including operating funds, vehicles and support for the Senior Mobility Program for the next ten years are estimated to be just under \$19 million (Attachment A). These funds will be provided from OCTA's primary source of transit operating funds, the Local Transportation Fund (LTF). Specifically, funds will be allocated under Article 4.5, which permits funding to be provided to local jurisdictions for community transit services with minimal impact on OCTA's ability to meet LTF performance criteria for its fixed-route transit operations. No federal funds will be used by OCTA for this program.

The program funding level was established based on OCTA's ability to sustain support and provide annual growth over the long term. Sufficient funds have been budgeted in FY 2001-02 to begin implementation, and both mid and long-term projections have been done to confirm sustainability for the next ten to twenty years. It was assumed for this analysis that the LTF program is preserved, at least in its current form, by the California legislature. For purposes of forecasting actual program costs, it was assumed that not all local jurisdictions would enter the program until the third year. However, as a practical matter, it may take longer before all jurisdictions join, and some may never do so. Nevertheless, for purposes of determining sustainability, full participation was evaluated. In addition, analysis of the paratransit vehicle fleet replacement schedule was done to confirm sufficient availability of surplus vehicles to support the program.

#### IMPLEMENTATION SCHEDULE

If the Board approves the program, actual funding and vehicle allocations can begin early in calendar year 2002. This allows sufficient time for local jurisdictions to prepare for service implementation and to process cooperative agreements between cities and the OCTA. Initially, it is expected that as many as sixteen cities would be participants. This includes cities that are already part of the Senior Pilot Program, cities preparing to enter the Pilot Program, and cities that already have some type of local senior transportation program in operation as follows:

Current Pilot Program Cities	Prospective Pilot Program Cities	Locally Operated Services
Brea	Buena Park	Costa Mesa
La Habra	Westminster	Irvine
Laguna Niguel	San Juan Capistrano	Laguna Woods
Huntington Beach	County/Vietnamese Center	La Palma
San Clemente		Newport Beach
Tustin		Santa Ana

#### ROLE OF THE COUNTY

It is assumed that County funding for the Senior Mobility Program will be limited to a pass through of existing federal Older Americans Act (OAA) funds for senior congregate meal transportation services in those eligible jurisdictions that choose to participate. This amount would be \$361,225 per year at full participation. This assumption is based on input from County staff and historical experience with OAA funding which has been static for many years. If increased federal OAA authorization and appropriations are made, or other funds become available to the County for senior services, this assumption could be revisited.

Staff has had preliminary discussions with the County regarding use of a portion of Measure H Tobacco Settlement Funds for senior non-emergency medical transportation. The County is evaluating various options for expenditure of these funds, including integration with the Senior Mobility Program. If that option were to be pursued, additional funds could be provided to local jurisdictions that agree to apply them specifically to non-emergency senior medical trips.

#### OTHER ISSUES

Although the Senior Mobility Program proposal is comprehensive, there are a few exceptions and other issues that should be noted. These are as follows:

- **Laguna Beach** - Laguna Beach is not included in the funding allocation for this program. Laguna Beach is the only city in Orange County that receives its own municipal allocation of LTF funds that can be used for transit services within the city. Currently these funds are used for a local transit service, shuttles for the Festival of Arts and a taxi subsidy program. Laguna Beach does not use all of the funds it currently has available, so it can implement local senior services using its own allocation and does not need OCTA's LTF funds for this purpose. Laguna Beach would be eligible for vehicles through OCTA's surplus vehicle donation program and for technical assistance and support if it started senior service.



- **Ethnic Programs** - Currently there are two congregate meal transportation programs that serve ethnic communities and whose operation is not associated with a local jurisdiction – the Vietnamese Community Center of Orange County (VCOC) and the Southern California Indian Center. For purposes of Senior Mobility Program planning, funding and vehicle allocations for these sites have been included with that for the county unincorporated area. As private non-profits, these centers, if they choose to participate in the Senior Mobility Program, cannot receive the LTF funds directly. The funds must be provided to a city or the County. The VCOC is interested in participating, and the city of Santa Ana has agreed to act as the pass through agency for the program. If and when the Indian Center chooses to participate, a similar arrangement would need to be made.
- **Unincorporated Areas** - Funds have been programmed in the Senior Mobility Program for the County unincorporated area. Currently seniors in some unincorporated areas attend senior congregate meal programs and receive transportation services from neighboring cities. Under the Senior Mobility Program, this practice could continue and be expanded to other unincorporated areas where seniors desire service. However, arrangements would need to be made between the County and the affected cities to transfer the program funding, matching funds and vehicles for any transportation services provided. Also, if new incorporations occur, funding allocations would be shifted from the unincorporated area to the new jurisdiction(s).

### **Summary**

A new Senior Mobility Program to provide resources to cities and the County for the provision of local transportation services for seniors is proposed. If approved, the program could result in as much as \$28 million in senior transportation services in Orange County over the next ten years.

### **Attachments**

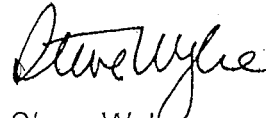
- A. Aggregate Cost
- B. Senior Demographics
- C. Individual Jurisdiction Cost
- D. Findings Pertaining to Filing of Article 4.5 Local Transportation Fund Claims for Community Transit Services

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**Senior Mobility Program  
FY06 Performance and Funding**

<b>City/Agency</b>	<b>Description of Service</b>	<b>Passenger Trips</b>	<b>OCTA Contribution</b>	<b>Reported Match</b>	<b>Total Operating Cost</b>	<b>Cost per Trip</b>
<b>Abrazar, Inc.</b>	Nutrition service & some demand service to social service agencies.	2,438	\$41,312	\$13,125	\$54,437	\$22.33
<b>Anaheim</b>	Service to senior center for nutrition and activities & on-demand voucher program.	12,427	\$164,882	\$41,141	\$206,023	\$16.58
<b>Brea</b>	Service to senior center for nutrition and activities & demand service within city.	10,546	\$45,935	\$54,681	\$100,616	\$9.54
<b>Buena Park</b>	Service to senior center for nutrition and activities & some demand medical trips.	6,972	\$49,434	\$16,000	\$65,434	\$9.39
<b>Costa Mesa</b>	Demand service to senior center and destinations within city.	10,165	\$60,747	\$23,148	\$83,895	\$8.25
<b>Huntington Beach</b>	Service to senior center for nutrition and activities & demand service for shopping and medical.	32,187	\$126,868	\$191,635	\$318,503	\$9.90
<b>Irvine</b>	Group shuttle to senior centers, shopping & religious facilities and demand transportation for medical and shopping.	17,714	\$68,474	\$469,687	\$538,161	\$30.38
<b>Korean American Senior Association</b>	Service for Korean-language dependent for nutrition, medical and shopping.	11,752	\$58,204	\$11,962	\$70,166	\$5.97
<b>La Habra</b>	Demand service within city and 1/2 mile outside city limits.	11,602	\$63,722	\$15,931	\$79,653	\$6.87
<b>Laguna Niguel</b>	Service to senior center and one-day/week shopping.	2,709	\$42,182	\$10,546	\$52,727	\$19.46
<b>Laguna Woods</b>	Taxi voucher program with trips to John Wayne Airport and shopping destinations.	7,069	\$94,835	\$68,960	\$163,795	\$23.17

<b>Lake Forest</b>	Demand service to city sponsored events and activities.	3,011	\$24,205	\$6,051	\$30,256	\$10.05
<b>Newport Beach</b>	Service to Oasis Sr. Center, medical, shopping & other errands within city.	13,737	\$81,724	\$218,610	\$300,334	\$21.86
<b>Placentia</b>	Service to senior center for nutrition and activities.	1,200	\$9,340	\$2,336	\$11,676	\$9.73
<b>Rancho Santa Margarita</b>	Taxi voucher program with trips to surrounding cities and John Wayne Airport.	467	\$10,575	\$2,644	\$13,219	\$28.31
<b>San Clemente</b>	Service to senior center for nutrition and activities.	4,818	\$41,050	\$10,263	\$51,313	\$10.65
<b>Santa Ana</b>	Service to senior centers for nutrition and activities.	32,767	\$123,394	\$34,997	\$158,391	\$4.83
<b>Seal Beach</b>	Service to senior center for nutrition and demand shopping within city.	17,407	\$76,458	\$35,065	\$111,522	\$6.41
<b>Vietnamese Community of OC</b>	Service for nutrition, shopping, and medical/dental.	5,203	\$53,290	\$13,509	\$66,799	\$12.84
<b>Westminster</b>	Service to senior center nutrition program and shopping shuttle within city limits.	14,127	\$73,150	\$18,287	\$91,437	\$6.47
<b>Yorba Linda</b>	Demand service three days/week within city limits.	1,937	\$30,078	\$40,988	\$71,066	\$36.69
<b>FY06 Program Totals</b>		<b>220,255</b>	<b>\$1,339,859</b>	<b>\$1,299,566</b>	<b>\$2,639,423</b>	<b>\$11.98</b>

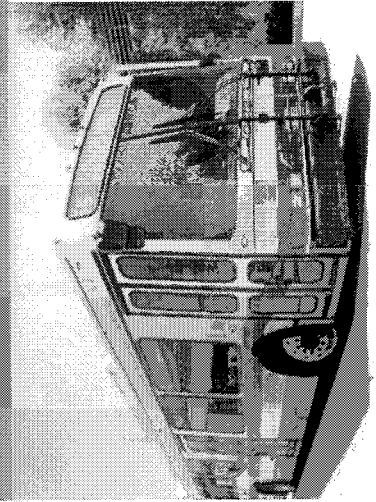
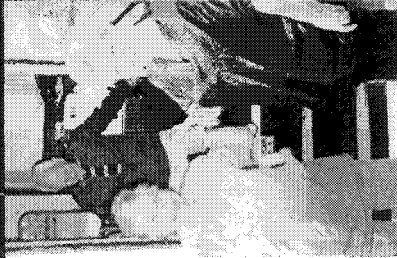
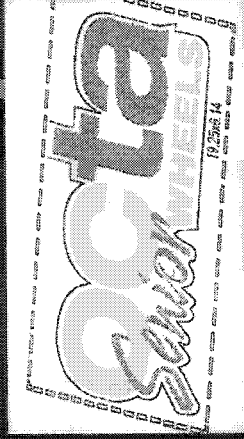
**Senior Mobility Program  
Agreements Fact Sheet**

1. February 26, 2007, agreements with 17 Senior Mobility Program participants, \$5,966,466, pending Board approval.
  - OCTA provides funding to cities/agencies participating in the Authority's Senior Mobility Program to provide local senior transportation services.
  - Term of agreement July 1, 2007 through June 30, 2011
  - Agreements to be executed include the following:

<u>Cities/Agencies</u>	<u>Total Contract</u>
• Anaheim	\$882,490
• Brea	\$202,927
• Buena Park	\$240,716
• Costa Mesa	\$302,735
• Huntington Beach	\$647,807
• Irvine	\$339,548
• Laguna Niguel	\$181,089
• Laguna Woods	\$470,225
• La Habra	\$281,764
• Lake Forest	\$166,502
• Newport Beach	\$405,205
• San Clemente	\$215,284
• Santa Ana	\$611,832
• Seal Beach	\$298,921
• Vietnamese Community of Orange County	\$245,811
• Westminster	\$324,452
• Yorba Linda	\$149,138



# Senior Mobility Program



Board of Directors Meeting  
February 26, 2007



- ❖ Adopted by the Board in October 2001
- ❖ \$18.9 million allocated through 2011
- ❖ 21 participants
  - 18 cities
  - 3 non-profit organizations



- ❖ The Senior Mobility Program has provided:
  - More than \$4.5 million in funding for senior transportation
  - 47 retired paratransit vehicles
  - Nearly 727,000 passenger trips
  - Cost-effective, local transportation alternative





## ❖ Cities

- Anaheim
- Brea
- Buena Park
- Costa Mesa
- Huntington Beach
- Irvine
- La Habra
- Laguna Niguel
- Laguna Woods
- Lake Forest
- Newport Beach
- Placentia
- Rancho Santa Margarita

## ◦ San Clemente

- Santa Ana
- Seal Beach
- Westminster
- Yorba Linda

## ❖ Non-Profit

## Organizations

- Abrazar, Inc.
- Korean-American Senior Assoc.
- Vietnamese Community of OC

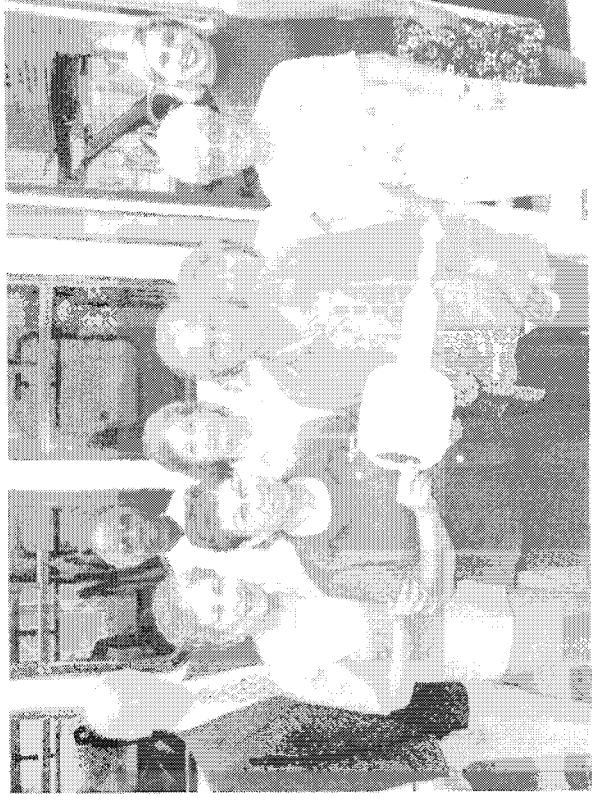
# Types of Services Provided

- ❖ SMP services include:
  - Senior Center activities
  - Congregate meal programs
  - Group shopping shuttles
  - Dial-a-ride
  - Medical appointments
  - Senior Center group trips/excursions
  - Taxi voucher programs



# How to operate grants

- ❖ Most are “housed” within Senior Centers
- ❖ Cities can operate in-house or use contractors
- ❖ Combination of paid or volunteer drivers
- ❖ Must use a competitive procurement for contracting



## Current Program Status

- ❖ Contracts with 17 participants expiring June 2007
- ❖ Seeking authorization to execute new contracts
  - \$5.9 million FY07-08 through FY10-11
- ❖ Funding included in Measure M reauthorization

