



# AGENDA

## **Orange County Council of Governments Board of Directors' Regular Meeting**

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Orange County Transportation Authority Headquarters  
First Floor – Conference Room 154  
600 South Main Street, Orange, California  
**Thursday, March 24, 2011 - 10:30 a.m. to 12:00 p.m.**

### **Board Members**

Paul Glaab, District 12  
Joel Lautenschleger, District 13  
Sukhee Kang, District 14  
Leslie Daigle, District 15  
Michele Martinez, District 16  
John Nielsen, District 17  
Leroy Mills, District 18  
Kris Murray, District 19  
Andy Quach, District 20  
Sharon Quirk-Silva, District 21  
Brett Murdock, District 22  
Matthew Harper, District 64  
Bob Ring, Cities At-Large  
John Moorlach, County At-Large

Phil Anthony, ISDOC  
Mark Waldman, OCSD  
Peter Herzog, OCTA  
Shawn Nelson, SCAG – County Representative  
Bill Campbell, SCAQMD – County Representative  
Bert Hack, TCA  
*Vacant*, OCD, LOCC  
Kristine Thalman, Building Industry  
Elizabeth Toomey, University Representative  
Kate Klimow, Business Community  
Julie Puentes, Health Care/Hospital Industry  
Karen Roper, Housing (Non-Profit) Community  
Joyce Crosthwaite, LAFCO

### **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 Card's 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 minutes.

### **Public Availability of Agenda Materials**

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

### **Accessibility**

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



# AGENDA

## **Orange County Council of Governments Board of Directors' Regular Meeting**

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### **Call to Order**

### **Roll Call**

### **Pledge of Allegiance**

Board Member Nelson

### **Consent Calendar (Items 1 and 2)**

All matters listed under the Consent Calendar are routine and will be enacted by one vote without separate discussion unless Members of the Board, the public, or staff request specific items be removed for separate action or discussion.

#### **1. Approval of Minutes of the February 24, 2011 Board of Directors' Meeting**

##### Recommended Action:

Approve the Minutes of the February 24, 2011, Board of Directors' meeting, as presented or amended.

#### **2. Orange County Council of Governments' Financial Report**

Tom Wulf, Treasurer

##### Recommended Action:

Approve financial report.

### **Regular Items**

#### **3. Appointment to Santa Ana Watershed Project Authority's One Water One Watershed Steering Committee**

Mark Waldman, Chairman

##### Recommended Action:

Consider nominations, select a candidate, and direct Executive Director to notify Santa Ana Watershed Project Authority of the Board's recommendation.

#### **4. Orange County Council of Governments/Orange County Transportation Authority Pass Through Agreement for Services Pursuant to SB 375**

Dave Simpson, Executive Director

##### Recommended Action:

Authorize the Executive Director to execute Cooperative Agreement No. C-1-2432 between the Orange County Transportation Authority and the Orange County Council of Governments as presented, in an amount not to exceed \$1,950,000, for the FTA Section 5309 Discretionary Earmarks.



# AGENDA

## **Orange County Council of Governments Board of Directors' Regular Meeting**

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**5. 2011 Southern California Association of Governments Regional Council District Representative/OCCOG Board Member Elections**

Dave Simpson, Executive Director

Recommended Action:

- A. Declare Newport Beach Council Member Leslie Daigle (District 15) and Fullerton Council Member Sharon Quirk-Silva (District 21) Southern California Association of Governments Regional Council District Representatives and OCCOG Board Members effective May 6, 2011, for two year terms.
- B. Declare a City of Tustin council member as District 17 Southern California Association of Governments Regional Council District Representative and OCCOG Board member should a nominee from the city be submitted.

**6. Orange County Sustainable Communities Strategy Update and Additional Work Request**

Dave Simpson, Executive Director  
Tony Petros, LSA

Recommended Action:

- A. Receive update and approve additional work request from Orange County Sustainable Communities Strategy consultant, LSA Associates, Inc.
- B. Direct Executive Director to forward request to the Orange County Transportation Authority Board of Directors for contract amendment consideration.

**7. Selection of OCCOG Board Private Sector Representative Process**

Dave Simpson, Executive Director

Recommended Action:

Approve the appointment of Bryan Starr as the OCCOG Private Sector Member.

**8. Potential Amendment to OCCOG Bylaws Changing Orange County Division, League of California Cities Representative to OCCOG to Association of California Cities – Orange County Representative**

Dave Simpson, Executive Director

Recommended Action:

- A. Approve proposed bylaw change, or;
- B. Amend bylaws to reflect the deletion of the Orange County Division, League of California cities set from the OCCOG Board.



# AGENDA

## Orange County Council of Governments Board of Directors' Regular Meeting

### Reports

**9. Report from the OCCOG Technical Advisory Committee Chair**

Marika Modugno, OCCOG TAC Chair

**10. Chairman's Report (verbal)**

- OCCOG Chairman and Vice Chairman selection May 26, 2011

**11. Executive Director's Report (verbal)**

**12. 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 minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.

**13. Board Members' Reports**

**14. Member Agencies' Reports**

**15. Staff Members' Reports**

**16. Adjournment**

The next regularly scheduled meeting of this Board is scheduled from **10:30 a.m. to 12:00 p.m. on April 28, 2011**, at the Orange County Transportation Authority Headquarters.



# MINUTES

## *Orange County Council of Governments Board of Directors' Meeting*

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### **Call to Order**

The regular meeting of the Orange County Council of Governments was called to order by Chairman Waldman at 10:31 a.m. on Thursday, February 24, 2011, at the Orange County Transportation Authority Headquarters, 600 South Main Street, Conference Room #154, Orange, California.

### **Roll Call**

#### **BOARD MEMBERS PRESENT**

Mark Waldman, Chairman, OCSD  
Sharon Quirk-Silva, Vice Chair, District 21  
Joel Lautenschleger, District 13  
Sukhee Kang, District 14  
Leslie Daigle, District 15  
John Nielsen, District 17  
Leroy Mills, District 18  
Kris Murray, District 19  
Tri Ta, District 20, Alternate  
Brett Murdock, District 22  
Matthew Harper, District 64  
Milt Robbins, Cities At-Large, Alternate  
Janet Nguyen, County At-Large  
Phil Anthony, ISDOC  
Peter Herzog, OCTA  
John Moorlach, SCAG – County Representative  
Shawn Nelson, SCAQMD - County Representative  
Bert Hack, TCA  
Kristine Thalman, Building Industry (Ex-Officio)  
Elizabeth Toomey, University Community (Ex-Officio)  
Julia Bidwell, Housing (Non-Profit) Comm. (Ex-Officio)  
Benjamin Legbandt, LAFCO (Ex-Officio)

#### **BOARD MEMBERS ABSENT**

Paul Glaab, District 12  
Michele Martinez, District 16  
Andy Quach, District 20  
Kate Klimow, Business Community (Ex-Officio)  
Julie Puentes, Health Care/Hospital Industry (Ex-Officio)  
Karen Roper, Housing (Non-Profit) Comm. (Ex-Officio)  
Joyce Crosthwaite, LAFCO (Ex-Officio)

#### **STAFF PRESENT**

Dave Simpson, Executive Director  
Laurena Weinert, OCTA Assistant Clerk of the Board  
Allison Cheshire, OCTA Deputy Clerk of the Board  
Fred Galante, General Counsel

### **Pledge of Allegiance**

The pledge of allegiance was led by Board Member Alternate Ta.

### **Consent Calendar**

#### **1. Approval of Minutes for the January 27, 2011, Meeting of the OCCOG Board of Directors**

A motion was made by Board Member Hack, seconded by Board Member Nielsen, and declared passed by those present, to approve minutes of the January 27, 2011, meeting.

Board Member Alternate Ta abstained from voting on this item, not having been present at the meeting.



# MINUTES

## *Orange County Council of Governments Board of Directors' Meeting*

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### **2. Orange County Council of Governments' Financial Report**

A motion was made by Board Member Hack, seconded by Board Member Nielsen, and declared passed by those present, to approve the financial report including quarterly payment to the Orange County Transportation Authority for administrative services per the Cooperative Agreement.

### **Regular Calendar**

### **3. OCCOG Chairman and Vice Chairman Elections**

Chairman Waldman commented that this item was continued from the January 27, 2011 Board Meeting for additional discussion. The Bylaws call for an election in May in order to follow after Southern California Association of Governments elections, where most of the OCCOG Members are chosen.

No additional comments from Board Members or staff were offered on this item.

No action was taken on this item.

### **4. Appointment of Joint OCCOG / OCTA Sustainable Communities Strategy Working Committee**

Chairman Waldman reported that OCCOG Members appointed to the Joint OCCOG/OCTA Sustainable Communities Strategy Working Committee can only have a term of one year or less. Three members are needed for the Committee. Vice Chair Quirk-Silva and Board Members Murdock and Murray expressed interest in serving on the Committee.

A motion was made by Board Member Moorlach, seconded by Board Member Nelson, and declared passed by those present, to appoint Board Members Brett Murdock, Kris Murray, and Sharon Quirk-Silva to serve as representatives of the OCCOG on the OCCOG/OCTA Sustainable Communities Strategy Joint Working Committee.

### **5. 2011 OCCOG Board and Southern California Association of Governments Regional Council Elections**

A presentation was not made on this item.

A motion was made by Board Member Nelson, seconded by Board Member Moorlach, and declared passed by those present, direct staff to follow Southern California Association of Governments (SCAG) election procedures for Regional Council Representatives which includes sending a notice of elections to all Orange County mayors, city council members and city clerks and select March 24, 2011, as the date for the 2011 SCAG Regional Council District elections.

### **6. Appointment to the Santa Ana Watershed Project Authority's One Water One Watershed Steering Committee**

Chairman Waldman reported that Irvine Mayor Pro Tem Beth Krom and Newport Beach Mayor Pro Tem Nancy Gardner are both interested in serving on the Santa Ana Watershed Project Authority's One Water One Watershed Steering Committee.

Board Member Kang requested support for Irvine Mayor Pro Tem Krom and commented that she has been serving on the Committee for the past four years, understands the water issues, and has worked to advanced environmental issues.

Board Member Daigle requested support for Newport Beach Mayor Pro Tem Gardner and commented that Newport Beach has committed many resources over the years in a leadership role on watershed issues; Mayor Pro Tem Gardner has had lifelong commitment to water quality issues.

A vote was taken to choose a candidate to serve on the Committee, and a majority was not reached.

A motion was made by Board Member Moorlach, seconded by Board Member Anthony, and declared passed by those present, to continue this item to the next regularly scheduled Board meeting.

### **7. Orange County Sustainable Communities Strategy Update**

Tony Petros, LSA Associates, Inc. (LSA), provided an update on the Orange County Sustainable Communities Strategy (OC SCS) and commented that LSA is prepared to meet the April submittal deadline for the draft document.

Dave Simpson, Executive Director, stated that a letter was received from LSA regarding an additional work proposal for the OC SCS. Staff intends to take the item to the Orange County Transportation Authority Board for consideration, as they currently hold the contract with LSA.

Board Member Herzog commented that when the LSA contract was approved, it was noted that there would be amendments made as the SCS process moved forward due to the "unknowns" regarding creating an SCS.

A motion was made by Board Member Anthony, seconded by Board Member Hack, and declared passed by those present, to receive and file this item.





# MINUTES

## *Orange County Council of Governments Board of Directors' Meeting*

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### **8. Letter of Support: Transportation Corridor Agencies, Foothill Transportation Corridor**

Board Member Hack requested that the Board support this item.

A motion was made by Board Member Nelson, seconded by Board Member Anthony, and declared passed by those present, to authorize the Chairman to sign a letter of support for the completion of the State Route 241 Foothill Transportation Corridor on behalf of the OCCOG Board of Directors.

### **9. Approval of OCCOG 2010-2011 and 2011-2012 Work Plan**

Dave Simpson, Executive Director, reported that a work plan is necessary for the the Caltrans audit process to be finalized so that OCCOG can be eligible to pull down federal funds. The focus of OCCOG has been to work on the Sustainable Communities Strategy and the work plan outlines other projects OCCOG is to be involved in.

A motion was made by Board Member Anthony, seconded by Board Member Moorlach, and declared passed by those present, to approve the 2010-2011 and 2011-2012 Work Plan and authorize the Executive Director to transmit the approved plan to Caltrans as a final step in accessing federal grant funds needed for the Orange County Sustainable Communities Strategy.

### **10. Potential Amendment to OCCOG Bylaws Changing the Orange County Division, League of California Cities Representative to OCCOG to the Association of California Cities – Orange County Representative**

Chairman Waldman commented that this item is being presented in order to reflect that the Association of California Cities – Orange County (ACC-OC) has been active in representing Orange County cities.

A discussion ensued among the Members regarding the necessity to change to agency representation on the OCCOG Board from the Orange County Division, League of California Cities to the ACC-OC.

Fred Galante, General Counsel, commented that another option would be to have the General Assembly take action on this item if the Board cannot come to a consensus.

A motion was made by Board Member Moorlach, seconded by Board Member Murray, and declared passed by those present, to continue this item to the next regularly scheduled Board meeting.





### **Reports**

#### **11. Report from the OCCOG Technical Advisory Committee Chair**

Marika Modugno, Technical Advisory Committee (TAC) Chair, reported on the following:

- The TAC reformed the Orange County Sustainable Communities Strategy working group;
- Formation of the Regional Housing Needs Assessment (RHNA) ad-hoc sub-committee;
- Board Member Sukhee Kang and Brea Council Member Ron Garcia attended the first meeting of the RHNA ad-hoc sub-committee; and
- Southern California Association of Governments will provide a presentation on SB 375 and California Environmental Quality Act streamlining at the next TAC meeting.

#### **12. Chairman's Report**

No report was offered by the Chairman.

#### **13. Executive Director's Report**

David Simpson, Executive Director, provided an update on the following:

- California Air Resources Board is reconsidering 2035 targets, as requested by Southern California Association of Governments (SCAG);
- Letter sent to the Governor regarding Redevelopment Agencies on February 8, 2011;
- SCAG is concerned with the difference between Department of Finance and census population numbers;
- OCCOG account with Bank of the West does earn interest;
- Auditing services are provided by OCTA per cooperative agreement, and OCTA is going out to bid at this time for those services;
- Status of dues received by the Member Agencies.

#### **14. Public Comments**

No public comments were received.



# MINUTES

## *Orange County Council of Governments Board of Directors' Meeting*

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### **15. Board Members' Reports**

Board Member Nelson requested that the Minutes reflect direction by the Board to issue letters on behalf of the Board and that the fees be waived by the Bank of the west.

Dave Simpson, Executive Director, commented that he would look into the bank fees.

Board Member Hack commented that Board Member Ring has been diagnosed with Leukemia and is currently recovering.

Board Member Moorlach offered congratulation to Kristine Thalman on her retirement.

Vice Chair Quirk-Silva Board Member Mills also commented that the firm that conducted the audit of the City of Bell is the same firm that conducted the OCCOG audit and that firm, Mayer Hoffman McCann, has come under the scrutiny of the State and asked does that affect the audit performed on OCCOG.

### **16. Member Agencies' Reports**

No reports were offered from member agencies.

### **17. Staff Members' Reports**

No reports were offered by staff members.

### **18. Adjournment**

The meeting was adjourned at 11:43 a.m.

The next regularly scheduled meeting of this Board will be held from **10:30 a.m. to 12:00 p.m. on Thursday, March 24, 2011**, at the Orange County Transportation Authority Headquarters.

ATTEST

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Allison Cheshire  
OCTA Deputy Clerk of the Board

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Mark Waldman  
OCCOG Chairman

# OCCOG Board Meeting Attendance

## Regular Voting Members

Board Seat Member/Alternate Name	1/27/11	2/24/11	3/24/11	4/28/11	5/26/11	6/23/11	7/28/11	8/25/11	9/22/11	10/27/11	11/17/11	12/15/11
<b><u>SCAG District 12</u></b>												
Paul Glaab												
Joe Brown, Alternate	X											
Phil Tsunoda, Alternate												
<b><u>SCAG District 13</u></b>												
Joel Lautenschleger	X	X										
<b><u>SCAG District 14</u></b>												
Suhkee Kang	X	X										
<b><u>SCAG District 15</u></b>												
Leslie Daigle		X										
<b><u>SCAG District 16</u></b>												
Michele Martinez	X											
<b><u>SCAG District 17</u></b>												
John Nielsen	X	X										
<b><u>SCAG District 18</u></b>												
Leroy Mills	X	X										
Prakash Narain, Alternate												
<b><u>SCAG District 19</u></b>												
Kris Murray	X	X										
<b><u>SCAG District 20</u></b>												
Andy Quach												
Tri Ta, Alternate		X										
<b><u>SCAG District 21</u></b>												
Sharon Quirk-Silva	X	X										
<b><u>SCAG District 22</u></b>												
Brett Murdock	X	X										
Ron Garcia, Alternate												
<b><u>SCAG District 64</u></b>												
Matthew Harper	X	X										
Keith Bohr, Alternate												

## OCCOG Board Meeting Attendance

Board Seat Member/Alternate Name	1/27/11	2/24/11	3/24/11	4/28/11	5/26/11	6/23/11	7/28/11	8/25/11	9/22/11	10/27/11	11/17/11	12/15/11
<b><u>Cities-at-Large</u></b>												
Bob Ring												
Milt Robbins, Alternate	X	X										
<b><u>County-at-Large</u></b>												
Janet Nguyen		X										
Patricia Bates, Alternate												
<b><u>ISDOC</u></b>												
Phil Anthony	X	X										
Joan Finnegan, Alternate												
Rich Freschi, Alternate												
<b><u>OCSD</u></b>												
Mark Waldman	X	X										
Jim Ferryman, Alternate												
<b><u>OCTA</u></b>												
Peter Herzog	X	X										
William Dalton, Alternate												
<b><u>SCAG - County</u></b>												
John Moorlach	X	X										
<b><u>SCAQMD - County</u></b>												
Shawn Nelson		X										
<b><u>TCA</u></b>												
Bert Hack	X	X										
<b>Voting Members</b>	<b>16</b>	<b>18</b>										

### Ex-Officio Non-Voting Members

<b><u>OCD, LOCC</u></b>												
<i>Vacant</i>												
<b><u>Private Sector</u></b>												
Kristine Thalman ( <i>Ex Officio</i> )	X	X										
Bryan Starr, Alternate												

## OCCOG Board Meeting Attendance

Board Seat Member/Alternate Name	1/27/11	2/24/11	3/24/11	4/28/11	5/26/11	6/23/11	7/28/11	8/25/11	9/22/11	10/27/11	11/17/11	12/15/11
<b><u>University Rep.</u></b>												
Elizabeth Toomey ( <i>Ex-Officio</i> )		X										
Fred Smoller, Alternate	X											
<b><u>Business Comm.</u></b>												
Kate Klimow ( <i>Ex-Officio</i> )	X											
<b><u>Health Care/Hospital</u></b>												
Julie Puentes ( <i>Ex-Officio</i> )												
<b><u>Housing Comm.</u></b>												
Karen Roper ( <i>Ex-Officio</i> )												
Julia Bidwell, Alternate	X	X										
<b><u>OCLAFCO</u></b>												
Joyce Crosthwaite ( <i>Ex-Officio</i> )												
Benjamin Legbandt	X	X										
<hr/>												
<b>Non-Voting Members</b>	<b>5</b>	<b>4</b>										



**ORANGE COUNTY  
COUNCIL OF GOVERNMENTS**

March 24, 2011

**Subject:** Orange County Council of Governments' Financial Report

**Summary:** OCCOG financial information is provided for board review.

As of February 28, 2011, OCCOG had a bank balance of \$237,037.62 at Bank of the West.

Bank of the West was contacted regarding bank fees. The bank has agreed to waive future charges on the OCCOG bank account effective March 2011.

**Recommendation:** Approve financial report.

**Attachments:**

- A. OCCOG Fiscal Year 2010-11 Checking Account Register
- B. Bank of the West Statement
- C. OCCOG Fiscal Year 2010-11 Cash Receipts/Disbursements Report

**Staff Contact:** Tom Wulf  
OCCOG Treasurer  
714/560-5659  
[Twulf@octa.net](mailto:Twulf@octa.net)

**Orange County Council of Governments  
Checking Account Register  
Fiscal Year 2010-11**

**Attachment A**

Date	Check #	Description	Amount	Balance	Date Cleared	FY20010-11 Dues	FY20010-12 CDR Fees	EOM Balance
<b>July</b>								
7/1/2010		Balance Forward		72,161.54				
7/20/2010		Villa Park - FY09-10 Annual Dues	962.30	73,123.84				
7/21/2010	1010	OCTA - FY2010-11 Admin Fees, 1st Qtr	(35,250.00)	37,873.84	8/3/2010			
								Bank of the West 75,319.84
								O/S Checks (37,446.00)
								<u>\$37,873.84</u>
<b>August</b>								
8/4/2010		San Juan Capistrano - FY09-10 Dues	3,237.92	41,111.76				
8/19/2010	1011	Aleshire & Wynder, LLP	(954.00)	40,157.76	8/25/2010			
8/23/2010		Seal Beach	3,943.03	44,100.79		2,765.34	1,177.69	
8/24/2010		La Habra	6,131.53	50,232.32		4,335.57	1,795.96	
8/30/2010		TCA	5,000.00	55,232.32		5,000.00		
8/30/2010		SCAQMD	5,000.00	60,232.32		5,000.00		
8/30/2010		Tustin	6,872.68	67,105.00		4,867.34	2,005.34	
8/30/2010		San Juan Capistrano	4,603.75	71,708.75		3,239.40	1,364.35	
								Bank of the West 71,708.75
								O/S Checks -
								<u>\$71,708.75</u>
<b>September</b>								
9/1/2010		Villa Park	2,783.08	74,491.83		1,933.08	850.00	
9/1/2010		Garden Grove	8,665.94	83,157.77		5,000.00	3,665.94	
9/2/2010		Anaheim	11,626.81	94,784.58		5,000.00	6,626.81	
9/2/2010		OCTA	5,000.00	99,784.58		5,000.00		
9/3/2010		Laguna Woods	3,515.45	103,300.03		2,458.55	1,056.90	
9/3/2010		San Clemente	6,459.98	109,760.01		4,571.23	1,888.75	
9/3/2010		Dana Point	4,609.23	114,369.24		3,243.33	1,365.90	
9/3/2010		Fullerton	8,050.43	122,419.67		5,000.00	3,050.43	
9/3/2010		County of Orange	5,000.00	127,419.67		5,000.00		
9/7/2010		Rancho Santa Margarita	5,352.13	132,771.80		3,776.36	1,575.77	
9/7/2010		Buena Park	7,144.51	139,916.31		5,000.00	2,144.51	
9/7/2010		Costa Mesa	7,693.98	147,610.29		5,000.00	2,693.98	
9/7/2010		Laguna Beach	3,904.41	151,514.70		2,737.63	1,166.78	
9/7/2010		Cypress	1,576.37	153,091.07			1,576.37	
9/7/2010		Cypress	3,777.88	156,868.95		3,777.88		
9/7/2010		OC Sanitation District	5,000.00	161,868.95		5,000.00		
9/9/2010		Yorba Linda	6,490.01	168,358.96		4,592.78	1,897.23	
9/9/2010		Laguna Niguel	6,395.41	174,754.37		4,524.90	1,870.51	
9/9/2010		Mission Viejo	7,420.34	182,174.71		5,000.00	2,420.34	
9/10/2010		Westminster	7,313.38	189,488.09		5,000.00	2,313.38	
9/10/2010		Lake Forest	7,046.17	196,534.26		4,991.82	2,054.35	
9/13/2010		Placentia	5,491.07	202,025.33		3,876.04	1,615.03	
9/13/2010		Fountain Valley	5,869.97	207,895.30		4,147.90	1,722.07	
9/13/2010		Santa Ana	11,695.19	219,590.49		5,000.00	6,695.19	
9/13/2010		Brea	4,788.84	224,379.33		3,372.20	1,416.64	
9/16/2010		Stanton	4,754.82	229,134.15		3,347.79	1,407.03	



Date	Check #	Description	Amount	Balance	Date Cleared	FY20010-11 Dues	FY20010-12 CDR Fees		EOM Balance
9/16/2010		Irvine	9,365.61	238,499.76		5,000.00	4,365.61	Bank of the West	246,260.82
9/20/2010		Laguna Hills	4,389.45	242,889.21		3,085.64	1,303.81	O/S Checks	
9/24/2010		La Palma	3,371.61	246,260.82		2,355.35	1,016.26		\$246,260.82
October									
10/1/2010	1012	Aleshire & Wynder LLP	(954.00)	245,306.82	11/3/2010				
10/1/2010	1013	OCTA	(35,250.00)	210,056.82	11/1/2010				
10/1/2010	1014	Void	-	210,056.82					
10/4/2010		Newport Beach	7,187.71	217,244.53		5,000.00	2,187.71	Bank of the West	\$253,335.11
10/7/2010	1015	Aleshire & Wynder LLP	(774.00)	216,470.53				O/S Checks	(36,978.00)
10/29/2010		Bank Charges	(113.42)	216,357.11					\$216,357.11
November									
11/2/2010		Huntington Beach	9,129.40	225,486.51		5,000.00	4,129.40		
11/7/2010	1016	Aleshire & Wynder LLP	(576.00)	224,910.51	12/1/2010			Bank of the West	233,605.10
11/22/2010		Orange	8,118.59	233,029.10		5,000.00	3,118.59	O/S Checks	(576.00)
									\$233,029.10
December									
12/3/2010	1017	Aleshire & Wynder, LLP	(1,027.78)	232,001.32	1/5/2011			Bank of the West	233,029.10
12/6/2010	1018	Aleshire & Wynder, LLP	(72.00)	231,929.32	1/5/2011			O/S Checks	(1,099.78)
									\$231,929.32
January									
1/19/2011		Bank Charges	(18.81)	231,910.51				Bank of the West	231,910.51
									O/S Checks
									\$231,910.51
February									
2/8/2011		Aliso Viejo	5,127.11	237,037.62		3,614.91	1,512.20		
2/24/2011	1019	OCTA (Check dated 1/12, signed 2/24)	(35,250.00)	201,787.62					
2/17/2011	1020	Aleshire & Wynder, LLP	(810.00)	200,977.62				Bank of the West	237,037.62
									O/S Checks
									(36,060.00)
									\$200,977.62



## STATEMENT

PAGE 1 OF 1

NEWPORT BEACH COMMERCIAL 00748  
4400 MACARTHUR AVE ST 150  
NEWPORT BEACH CA 92660 888-727-2692

ORANGE COUNTY COUNCIL OF GOVERNMENTS  
ATTN TOM WULF  
PO BOX 14184  
ORANGE CA 92863 1584

STATEMENT PERIOD  
02/01/11 THROUGH 02/28/11

011-244681

0 ITEMS ENCLOSED

SPECIAL OFFER: KEEP MORE MONEY IN YOUR POCKET AT TAX TIME  
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## REGULAR BUSINESS CHECKING ACCOUNT NUMBER 011-244681

BEGINNING BALANCE.....	231,910.51	AVERAGE DAILY BALANCE.....	235,755.00
1 DEPOSITS.....	5,127.11	LOW BALANCE.....	231,910.51
0 CREDITS.....	0.00	YEAR-TO-DATE INTEREST PAID.....	0.00
0 WITHDRAWALS.....	0.00	YEAR-TO-DATE TAX WITHHELD.....	0.00
0 CHECKS.....	0.00	ANNUAL PERCENTAGE YIELD EARNED.....	0.00
ENDING BALANCE.....	237,037.62	INTEREST ACCRUED THIS STATEMENT.....	0.00

## DEPOSITS

DATE.....AMOUNT  
02/08 5,127.11

DATE.....AMOUNT

DATE.....AMOUNT



**Orange County Council of Governments  
Cash Receipts/Disbursements Report  
For the Quarter ending March 31, 2010**

**Cash Receipts**

<b>Date</b>	<b>Payer</b>	<b>Description</b>	<b>Amount</b>
2/8/2011	Aliso Viejo	FY10/11 Annual Dues and CDR Fees	5,127.11

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\$5,127.11

**Cash Disbursements**

<b>Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
1/19/2011		Bank of the West	Bank Charges	18.81
2/24/2011	1019	OCTA	3rd Quarter Administrative Services Fee	35,250.00
2/17/2011	1020	Aleshire & Wynder, LLP	Nov-Dec Legal Fees	810.00
3/8/2011	1021	CALCOG	FY10/11 Membership Dues	3,173.25
	1022	Void		
3/10/2011	1023	SCAG	SCAG 2011 Regional Conference Registration Fee	100.00
3/14/2011	1024	Aleshire & Wynder, LLP	Jan Legal Fees	1,854.00
3/14/2011	1025	CSU Fullerton	July & Oct Quarterly CDR Fees	58,000.00
				<hr/> \$99,206.06 <hr/>





**ORANGE COUNTY**

**COUNCIL OF GOVERNMENTS**

March 24, 2011

**Subject:** **Appointment to Santa Ana Watershed Project Authority's One Water One Watershed Steering Committee**

**Summary:** This item was considered at the February 24, 2011 OCCOG Board meeting. A vote of the Board deciding between the two candidates resulted in a tie. The item is brought to the OCCOG Board again for consideration and includes the same two candidates.

The Santa Ana Watershed Project Authority (SAWPA) has requested that the OCCOG Board of Directors make a candidate recommendation to their One Water One Watershed (OWOW) Steering Committee. Specifically, they seek one candidate who serves on an Orange County city council. The OWOW Steering Committee is comprised of representatives from Orange, Riverside and San Bernardino counties.

**Background:** Information on the role of SAWPA and OWOW is attached for your reference (Attachment A). This request from SAWPA is new for OCCOG. Their governing documents (Attachment B) were recently updated to reflect that city representatives for the OWOW Steering Committee be selected by the respective Council of Governments from each of the three counties.

The current Orange County city representative on OWOW is Irvine Mayor Pro Tem, Beth Krom (incumbent, term expired March 15, 2011). Mayor Pro Tem Krom has expressed interest in being reappointed to this position. Additionally, Newport Beach Mayor Pro Tem, Nancy Gardner, has also expressed interest in serving on the Steering Committee. Communications regarding both candidates are attached (Attachments C, D and E).

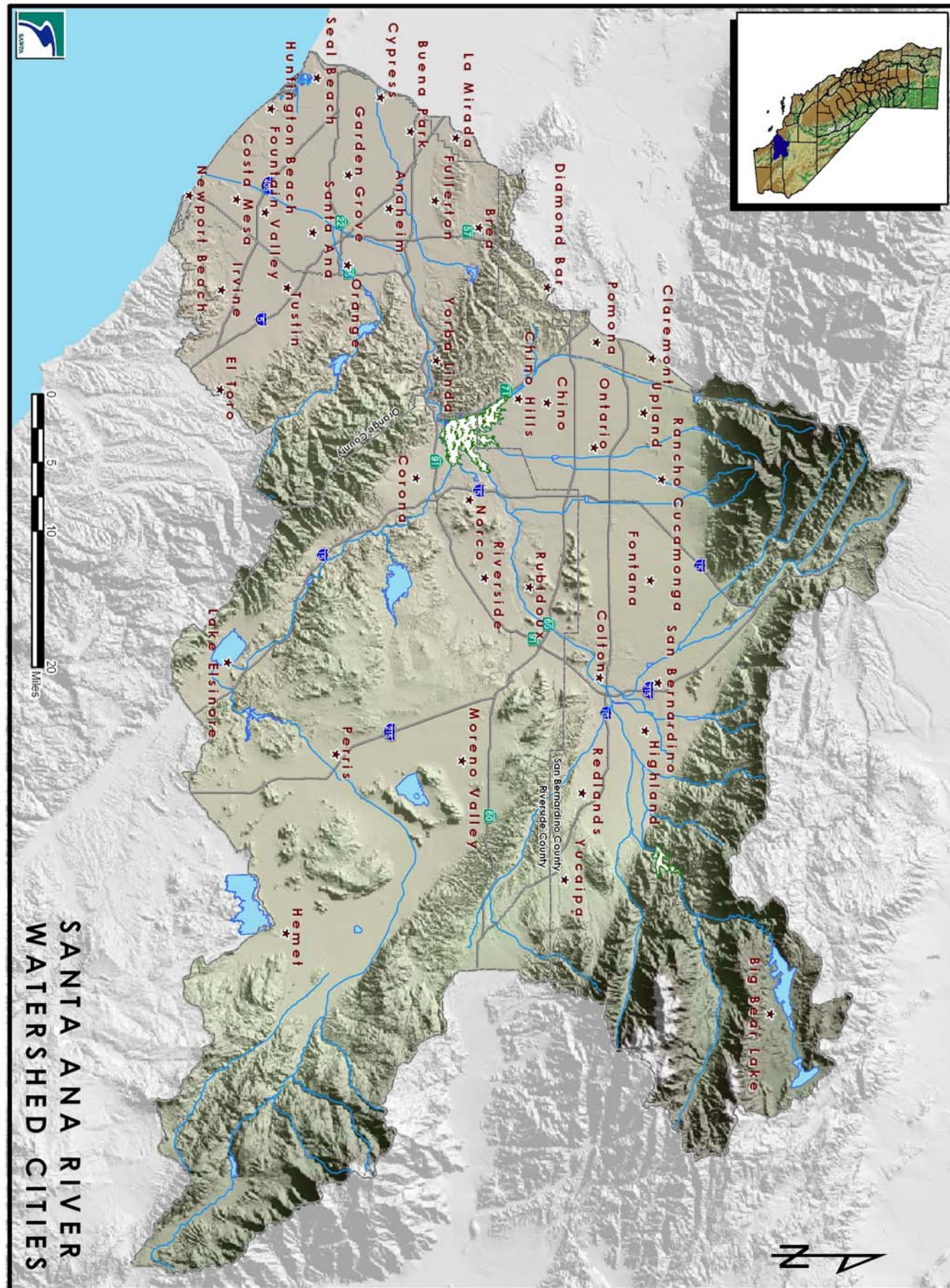
**Recommendation:** Consider nominations, select a candidate, and direct Executive Director to notify the Santa Ana Watershed Project Authority of the Board's recommendation.

**Attachments:**

- A. OWOW – The Watershed Approach
- B. Santa Ana IRWMP "One Water One Watershed" Governance
- C. Letter of interest, Irvine Mayor Pro Tem Beth Krom
- D. Letter of support of Mayor Pro Tem Krom from Mayor Sukhee Kang
- E. Letter of Interest, Newport Beach Mayor Pro Tem Nancy Gardner

**Staff Contact:** Dave Simpson, Executive Director  
(714) 560-5570  
[DSimpson@octa.net](mailto:DSimpson@octa.net)





## THE SANTA ANA RIVER WATERSHED

ONE WATER  ONE WATERSHED

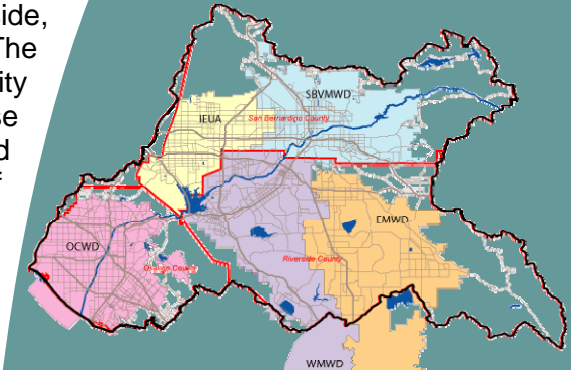
The Watershed, with over 5.6 million people, spans approximately 2,650 square miles and covers portions of San Bernardino, Riverside, and Orange Counties, and a small area of Los Angeles County. The Watershed has some of the most comprehensive water quality protection program of any river watershed in the Country because of the ongoing interest and participation of both the regulated stakeholders and regulatory communities in development of agreements and protection efforts. The initial basin plans for water quality protection that have become the standard for California were developed in the 1970's in the Santa Ana Watershed. Since that time, the region has partnered with the Santa Ana Regional Board on numerous collaborative regional projects.



There are numerous demands on water in the watershed. The area is rich in agricultural history, and still contains concentrations of citrus,



dairy, and other agricultural areas that demand significant quantities of water. The area has a large industrial/commercial base, and the rapidly expanding population demands a large quantity of water. In the year 2000, the watershed required 1.6 million acre-feet of water (521 billion gallons) to meet demand. It is projected that in 2030, the watershed will require 2.0 million acre-feet (652 billion gallons) of water to meet demands.



### The Watershed

- 2,650 square miles
- 5.6 million people
- Population is larger than 41 U.S. states
- Added over 75% of California's new jobs in the past 15 years
- Will add over 20% of all new jobs in California in the next 15 years
- Total personal income is greater than 35 U.S. states
- Contains a diversity of habitat types
- One of the top 18 biodiversity hot spots on the planet
- Fourth fastest growing place in the U.S.
- Contains the largest freshwater lake in Southern California
- Recently developed over 300,000 AF of new water
- Contains some of the most sophisticated multi-agency groundwater management planning and salt management strategies in the U.S.



## CHALLENGES

The Santa Ana River Watershed, our home, is facing threats to water supply and quality because of climate change, drought along the Colorado River, San Joaquin Delta vulnerability, and rapid population growth and development.



Through collaboration and development of regional partnerships, we'll respond to the threats posed by these "Four Horsemen of the Apocalypse" and create a sustainable Santa Ana Watershed. This Watershed will be drought-proofed, salt-balanced, and will support economic and environmental viability in the year 2030.

### The Four Horsemen of the Apocalypse

- Climate change.
- Colorado River continuing drought.
- San Joaquin Delta vulnerability.
- Explosive population growth and development.

**Climate Change** may result in reduced water supplies combined with increased needs in the region.



**Colorado River Continuing Drought** may result in reductions of imported supply due to upper basin entitlements and continued long-term drought.

**San Joaquin Delta Vulnerability** may result in reductions or loss of supply due to catastrophic levee failure or changing management practices of the Delta.



**Population Growth and Development** may result in interruptions in hydrology and groundwater recharge while increasing water needs.



## OPPORTUNITIES AND CALL TO ACTION

In responding to impending water challenges in the Santa Ana Watershed region, unique opportunities exist to build upon previous water resource planning work by numerous agencies throughout the watershed. By expanding the collaborative stakeholder planning process to include all that are dependent on water, it is possible to implement new solutions that address the water needs of all of the watershed's constituencies. Integrating water resource management strategies can result in new multi-benefit projects that can be developed and implemented. It also is through this integration that scarce resources can be leveraged and more cost effective solutions can be found in addressing a multiplicity of water challenges to the region.



To move from planning into implementation, funding is needed. With the passage of State Propositions 84, 1E and 1C, new funding soon will be appropriated to help address the previously described threats of the "Four Horsemen of the Apocalypse". From Prop 84, Chapter 2, over \$1B has been defined for regions across the State to provide funding support for new water supply and water quality improvement projects.

Under this chapter, \$114 M has been allocated to the Santa Ana Watershed subject to an adopted integrated regional water management plan. Upon the adoption of the "One Water One Watershed" Plan upon completion, the watershed will meet this requirement and be able to implement projects with this funding. Further, by utilizing a "platinum" broad based stakeholder driven approach which develops innovative multi-beneficial projects, the Santa Ana region stands to be in an excellent position to compete for additional dollars defined in other chapters of Propositions 84, 1E and 1C for water projects. However, these bond funds only will meet a fraction of the Santa Ana watershed's needs. Only through the development of new partnerships and creative, multi-benefit projects can we prepare the watershed for a sustainable future that makes this a desirable region to live and work.



### Planning Pillars

- Water Supply Reliability
- Water Quality Improvement
- Flood Control and Stormwater Runoff
- Water Recycling
- Environmental Enhancement and Habitat
- Water Conservation
- Climate Change
- Land Use
- Environmental Justice
- Parks, Recreation, Open Space

## **Santa Ana IRWMP “One Water One Watershed” Governance**

### **Revised: January 20, 2011**

In developing the One Water One Watershed (OWOW) Integrated Regional Water Management (IRWM) plan for the Santa Ana River, unlike other IRWM planning approaches, every effort has been made to allow the key discussions of major water resource issues, concerns, problems, goals and objectives and potential solutions to originate and be first fully vetted at the stakeholder level – the stakeholders being the local agencies, organizations and other interested parties within the Santa Ana River Watershed Region. By expanding the involvement and collaboration to the on-the-ground level, greater buy-in and support were expected and realized for this planning development process. Consequently, if one were to ask where the governance originates for the Santa Ana River Watershed Region OWOW process, we believe the identification of issues starts from the grass-roots level, the foundation of a decentralized and collaborative “big tent” approach.

#### **SAWPA Commission**

The Santa Ana Watershed Project Authority Commission (the Commission) and SAWPA staff shall be responsible for all administrative oversight for the Plan, and for coordinating all on-going administrative responsibilities associated with its implementation including arranging for meetings of the OWOW Steering Committee, preparing agendas, taking and distributing minutes of the meetings and when directed by the SAWPA General Manager, preparing staff reports, and other related duties. The Commission shall review the Plan for compliance with applicable laws and guidelines. In the event that no issues or inconsistencies with the Plan or project selection process are detected, the Commission shall approve the Plan and the Project Prioritization as submitted by the Steering Committee. Should the Commission determine that the Plan or a specific selected portfolio of projects fails to meet applicable laws and guidelines, it will refer the Plan back to the Steering Committee for further revision and subsequent re-submittal to the Commission for reconsideration and ratification.

#### **OWOW Steering Committee**

The OWOW Steering Committee shall comprise eleven (11) members from the three counties (Orange County, Riverside and San Bernardino) that are within the Santa Ana River Watershed regional planning area. The Steering Committee members shall serve terms of four (4) years with staggered end dates, or may be replaced subsequent to the initial submittal of the Plan, as described below. The following describes the composition of the Steering Committee:

- One (1) Supervisor from Orange County;
- One (1) Supervisor from Riverside County;
- One (1) Supervisor from San Bernardino County;
- One (1) Mayor or City Council Member from a City within the Region within Orange County;
- One (1) Mayor or City Council Member from a City within the Region within Riverside County;
- One (1) Mayor or City Council Member from a City within the Region within San Bernardino County;
- Two (2) Water agency designees appointed by the SAWPA Commission;
- One (1) member of the business community,
- One (1) member of the environmental community, and;
- One (1) member of the Regional Water Quality Control Board



The SAWPA Commission has selected and convened the initial Steering Committee members in coordination with the governmental and non-governmental entities being represented on the Steering Committee. Steering Committee members may be appointed for multiple terms. Steering Committee representatives may be replaced as follows upon resignation of members, expiration of terms, or when governmental representatives no longer hold their elective office:

- SAWPA Commission representatives shall be selected by the SAWPA Commission
- County representatives shall be selected by their respective counties
- City representatives shall be selected by a majority vote of the Council of Government members in the respective county (Western Riverside County Council of Governments [WRCOG] – Riverside County; San Bernardino Association of Governments [SANBAG] – San Bernardino County; and Orange County Council of Governments [OCCOG] – Orange County).
- Business and environmental community representatives shall be selected by a majority vote of the eight (8) governmental entities represented on the Steering Committee based on an application process conducted during a public meeting

The Steering Committee shall be responsible for the development of the Plan. This includes receiving input from staff of their respective agencies as well as the SAWPA staff, providing direction for the development and long-term maintenance of the Plan, and development of a project prioritization process. The Steering Committee may make recommendations to the SAWPA Commission on proposed amendments to this governance document. Any such proposed amendments shall not take effect unless approved by the SAWPA Commission.

Meetings of the Steering Committee shall be scheduled at a regular time and place with an agenda posted prior to the meeting consistent with the Ralph M. Brown Act. The Steering Committee shall meet as needed with a minimum of at least an annual meeting. Minutes of the meetings shall be kept by SAWPA staff and posted on the OWOW website. Special meetings may be called and are subject to the provisions of the Ralph M. Brown Act.

In implementing the Steering Committee’s Goals and Objectives, the Steering Committee will:

- 1) acknowledge that water resources of the Santa Ana River Watershed Region should be put to maximum beneficial use and that water waste must be prevented;
- 2) acknowledge water as a public resource and respect existing agreements governing the water resources of the Santa Ana River Watershed Region;
- 3) seek regional solutions for regional problems;
- 4) encourage collaboration across boundaries and between multiple parties in project development, and;
- 5) consider sub-regional plans and planning efforts.

### **SAWPA Administration**

The other arm to the governance of the OWOW process includes a management function conducted by the SAWPA staff. As the regional water agency for the Santa Ana River Watershed Region, SAWPA has had a long history of supporting regional collaborative efforts of this kind. As with previous IRWMP efforts for the Santa Ana River Watershed Region, SAWPA served as support in providing administrative and facilitative assistance to all the pillar groups and the Steering Committee for the

overall OWOW plan development. In addition, SAWPA provided computer tools to assist the Steering Committee and pillars in decision-making processes, provided planning documents to allow pillars to build upon previous existing plans, and performed significant public outreach and education about the integrated planning approach for the Santa Ana River Watershed Region.

As funding opportunities arise to implement the OWOW plan, the Steering Committee will provide to the Commission an updated Santa Ana River Watershed Region IRWM plan and programmatic portfolio of projects specific to the funding opportunity. As noted above, the Commission will review the Plan and programmatic project portfolio to ensure that these fulfill the intent and requirements of the specific funding mechanism, any legislative bill authorizing the funding, all legal requirements as defined by the funding administrative agency, and equitable application of the benefits of the project portfolio across the entire region. Review of these items will be conducted by the Commission in a public hearing open to all interested stakeholders. It is understood that the Steering Committee will be responsible for the development and implementation of the project selection criteria.

### **Pillars**

In order to manage the technical and planning work, the stakeholders are organized into ten separate workgroups or pillars centered around specific water resource management areas. These pillars consist of approximately 10 to 60 volunteers depending on the topic and interest level. The volunteers include participants from local agencies, special districts, non profit organizations, university officials, Native American Tribes and private citizens.

The pillars are led by a volunteer chair with expertise in that specific water resource strategy. The Pillar Chair is responsible for working with their pillar group in organizing, leading and facilitating the workgroup process. The Pillar Chairs are selected by the Steering Committee and no limits are placed on the duration someone may hold the position. A Pillar Chair may only hold one chair position at a time.

Another role of the pillars is to provide support and input to the Steering Committee about the Steering Committee OWOW goals and objectives. As technical experts in various water resource fields, the pillars provided important feedback to the Steering Committee on draft goals and objectives that the Steering Committee developed. The Pillar Chairs periodically meet and act, in collaboration with SAWPA staff, as a technical management committee for reviewing and making recommendations to the Steering Committee and to the Commission relative to implementation of the Plan and development of specific proposals for funding.

The pillars cover the following areas:

- 1) Climate Change
- 2) Land Use and Water
- 3) Water Supply Reliability
- 4) Water Recycling
- 5) Water Use Efficiency
- 6) Water Quality
- 7) Environmental and Habitat Restoration
- 8) Stormwater Risk Assessment

- 9) Environmental Justice
- 10) Parks and Open Space

Pillars are comprised of stakeholders from the Plan area. Pillar work product development is a consensus process. Where there is disagreement on specific recommendations, the Steering Committee will provide guidance. Pillar groups will be added or subtracted based on the goals and objectives of the Steering Committee.

Pillar Chairs, with assistance from SAWPA staff, are responsible for maintaining a notification list of interested stakeholders and notifying them of meetings. SAWPA staff will provide lists of interested stakeholders to Pillar Chairs; however, Pillar Chairs will post notifications. Pillar committee meetings shall be open to all interested parties.

#### **Project Prioritization Development and Modification**

Project prioritization for specific grant applications shall be established and maintained by the Steering Committee in coordination and with support from SAWPA staff. Stakeholders shall be allowed to comment on the development and maintenance of the project prioritization process. In addition, the Steering Committee’s role in project prioritization development and modification is to integrate regional water management goals and objectives for the region and to act as the oversight body that performs strategic decision making, crafts and adopts programmatic suites of project recommendations, and provides program advocacy necessary to optimize water resource protection for all.



BETH KROM, Mayor Pro Tem

www.ci.irvine.ca.us

City of Irvine, One Civic Center Plaza, P.O. Box 19575, Irvine, California 92623-9575 (949) 724-6233

February 14, 2011

Dave Simpson  
Executive Director  
Orange County Transportation Authority  
550 South Main Street  
Orange, CA 92863

Dear Mr. Simpson:

*Dave,*  
For the past four years, I have had the privilege of serving as the Orange County City representative on the One Water One Watershed (OWOW) Steering Committee that facilitates integrated regional watershed planning for the Santa Ana River watershed. Having invested a significant amount of time into this project, I am respectfully requesting your support for re-appointment for another term. Having served for more than ten years on the Irvine City Council, including two terms as Mayor, I understand the importance of integrated planning and regional collaboration.

As a member of the OWOW Steering Committee, I participated in the development of the One Water One Watershed Plan to help sustainably manage the water resources in the Santa Ana River Watershed. I also participated in the OWOW Steering Committee project review process that provided \$12 million in State Bond Funds to thirteen projects throughout the watershed.

I ask for your support in re-appointing me to represent Orange County cities on the OWOW Steering Committee and look forward to working with both public and private stakeholders to improve the environmental and economic sustainability of the Santa Ana River watershed for the benefit of all of our communities and constituents.

If you have any questions, do not hesitate to contact me at (949) 466-6114.

Sincerely,

Beth Krom  
Mayor Pro Tem

*Congratulations on your  
new position w/ OCCOG*



Sukhee Kang, Mayor

[www.ci.irvine.ca.us](http://www.ci.irvine.ca.us)

City of Irvine, One Civic Center Plaza, P.O. Box 19575, Irvine, California 92623-9575

(949) 724-6233

February 15, 2011

The Honorable Mark Waldman  
Orange County Council of Governments Board  
P.O. Box 14181  
Orange, CA 92803-1584

Dear Chair Waldman:

Please accept this letter as my endorsement of Irvine's Mayor Pro Tem, Beth Krom, to continue serving as a member of the One Water One Watershed (OWOW) Steering Committee.

For the past four years, Mayor Pro Tem Krom has been an active participant on the OWOW Steering Committee that developed the One Water One Watershed Plan and had oversight of an application process that resulted in \$12 million in State Bond Funds provided to thirteen projects throughout the region.

As a representative for all Orange County cities, Mayor Pro Tem Krom has and will continue to represent all constituents within the Santa Ana River watershed in wisely charting a sustainable future for a vital resource. I believe that Mayor Pro Tem Krom is a valuable member of the OWOW Steering Committee and, therefore, endorse her re-appointment.

Her longstanding commitment to regional issues and experience as a City leader make her a perfect representative on this committee.

Please feel free to contact me directly at 949-724-6233 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sukhee Kang".

Sukhee Kang  
Mayor

cc: OCCOG Board Members  
Irvine City Council  
Dave Simpson, Executive Director, Orange County Council of Governments

**NANCY GARDNER**  
**323 Jasmine**  
**Corona del Mar, CA 92625**  
**gardnerncy@aol.com**

February 7, 2011

Board of Directors  
Orange County Council of Governments

re: Orange County OWOW Steering Committee

Dear Board Members:

I am the Mayor Pro Tem of Newport Beach and would like to be considered for the position of Orange County city representative on OWOW.

The environment and the economy are closely wedded in our area. A healthy watershed provides new opportunities for recreation, particularly valuable in an urbanized setting. More recreational opportunities can provide significant economic gain—increased tourism including a growing segment of bicycle tourers, for example—and social benefits. A regional approach assures more comprehensive solutions to the problems and more widespread benefits as a result. I have spent the last twenty-five years working on watershed issues and feel my experience will be of value to the committee.

On a regional basis, I am the Newport Beach representative on the following:

- \* **Newport Bay Executive Committee**—made up of a number of cities, agencies and the county to develop and implement standards for Newport Bay, it has joined with OWOW to develop unified and comprehensive watershed plans for bond funding.
- \* **Orange Coast River Park** steering committee—representatives from Newport Beach, Costa Mesa, Huntington Beach, Orange County and other parties, with a mission to improve recreational opportunities, habitat and coordination along our section of the Santa Ana River.
- \* **Nature Reserve of Orange County**— cities, agencies and the county administering lands and program that make up the Nature Reserve.
- \* **Orange County Sanitation District**— Alternate Board Member
- \* **Santa Ana Flood Protection Agency**

On a more local basis:

- \* **Blue Ribbon Task Force**— led the city's task force which developed a vision plan for our sector of the Santa Ana River
- \* **Ocean/Bay Water Quality Committee**— chair the committee which covers all water quality issues for the city.

**\*Bicycle Safety Committee**— a group dedicated to the development and improvement of bicycle trails both locally and regionally. As chair, I participate in (but am not a member) of the Santa Ana Trails policy group and the newly established Coastal Bicycle Coalition.

**\*Surfrider Foundation, Newport Beach**— founder of the chapter which developed Teach and Test, an innovative water testing program for high school students, and 50 in 5, a plan to improve water quality at the mouth of the Santa Ana River, elements of which were adopted by the City of Costa Mesa.

Improving the health of our watersheds improves the environmental, economic and social aspects of the region, and I would like to be part of a group that plays such a significant role.

Cordially,

Nancy Gardner  
Mayor Pro Tem  
Newport Beach





## ORANGE COUNTY

### COUNCIL OF GOVERNMENTS

March 24, 2011

**Subject:** Orange County Council of Governments/Orange County Transportation Authority Pass Through Agreement for Services Pursuant to SB 375

**Summary:** The Orange County Council of Governments (OCCOG) has been successful in securing \$1,950,000 in Federal Transit Administration Section 5309 Discretionary Earmarks since fiscal year 2005-06. Since the Orange County Transportation Authority (OCTA) is the designated recipient of Section 5309 funds within Orange County, a cooperative agreement must be developed between OCTA and OCCOG to accommodate the pass through of these funds. The OCTA Board unanimously approved this agreement on March 14, 2011.

**Background:** Since fiscal year 2005-06, the Orange County Council of Governments (OCCOG) has been successful in securing Federal Transit Administration (FTA) Section 5309 Earmarks to encourage the use of transit to reduce congestion. As the designated recipient of FTA Section 5309 funds within Orange County, Orange County Transportation Authority (OCTA) must develop an agreement with OCCOG to allow for the pass through of funds and to ensure funds are used for its intended purpose. As such, OCCOG will be responsible to comply with all required federal sub-recipient reporting and will need to follow federal guidelines as it pertains to the use of these federal earmarks.

OCCOG will use a portion of these federal earmarks to develop a sub-regional Sustainable Communities Strategy (SCS) as required by Senate Bill 375 (Chapter 728, Statutes of 2008). Other uses have not yet been identified. Under Senate Bill 375, the OCTA, as the county transportation commission for Orange County, and OCCOG, as the subregional council of governments for Orange County, will develop and submit to Southern California Association of Governments a subregional SCS for Orange County.

#### **Fiscal Impact**

There is no net financial impact to OCCOG. The approved Fiscal Year 2010-2011 OCCOG Budget included \$414,900 as anticipated draw-down on these federal funds to be used for the OC SCS.

**Recommendation:** Authorize the Executive Director to execute Cooperative Agreement No. C-1-2432 between the Orange County Transportation Authority and the Orange County Council of Governments as presented, in an amount not to exceed \$1,950,000, for the FTA Section 5309 Discretionary Earmarks.

**Attachment:** A. Draft Cooperative Agreement No. C-1-2432 between Orange County Transportation Authority and Orange County Council of Governments for Congestion Reduction Planning Studies.

**Staff Contact:** Dave Simpson, Executive Director  
(714) 560-5570  
[DSimpson@octa.net](mailto:DSimpson@octa.net)

**DRAFT COOPERATIVE AGREEMENT NO. C-1-2432**

**BETWEEN**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

**AND**

**ORANGE COUNTY COUNCIL OF GOVERNMENTS**

**FOR**

**CONGESTION REDUCTION PLANNING STUDIES**

**THIS AGREEMENT**, is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Orange County Transportation Authority, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the Orange County Council of Governments, a public joint powers entity of the State of California (hereinafter referred to as "OCCOG"). Herein, AUTHORITY and OCCOG are sometimes individually referred to as the "PARTY" and collectively referred to as the "PARTIES."

**RECITALS:**

**WHEREAS**, Senate Bill 375 (Chapter 728, laws of 2008, "SB 375") requires the Southern California Association of Governments (SCAG) to prepare a regional Sustainable Communities Strategy (hereinafter referred to as "SCS") as part of SCAG's Regional Transportation Plan to achieve goals for the reduction of greenhouse gas emissions from automobiles and light trucks in the SCAG region which comprises the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura; and

**WHEREAS**, SB 375 allows AUTHORITY, as the county transportation commission for Orange County, and OCCOG, as a subregional council of governments for Orange County, to develop and submit to SCAG a subregional SCS for Orange County; and

**WHEREAS**, AUTHORITY is the designated grant recipient for three Federal Transit Administration (FTA) Section 5309 Discretionary earmarks and will secure these equivalent earmarks on behalf of OCCOG; and

1       **WHEREAS**, OCCOG is an eligible sub recipient to receive FTA Section 5309 Discretionary  
2 earmarks for the purpose of county-wide planning studies and encouraging use of transit to reduce  
3 congestion; and

4       **WHEREAS**, AUTHORITY and OCCOG agree to enter into this Cooperative Agreement so  
5 AUTHORITY may pass through local funds equivalent to the FTA Section 5309 Discretionary earmarks;  
6 and

7       **WHEREAS**, OCCOG must be in compliance with the FTA laws, regulations, and guidelines and  
8 is held responsible for required sub recipient reporting documents provided to AUTHORITY; and

9       **WHEREAS**, AUTHORITY's Board of Directors has reviewed and approved the execution of this  
10 Cooperative Agreement on \_\_\_\_\_, 2011.

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

13       **ARTICLE 1. COMPLETE COOPERATIVE AGREEMENT**

14       A.     This Agreement, including all exhibits and documents incorporated herein and made  
15 applicable by reference, constitutes the complete and exclusive statement of the term(s) and  
16 condition(s) of the Agreement between AUTHORITY and OCCOG and it supersedes all prior  
17 representations, understandings and communications. The invalidity in whole or in part of any term or  
18 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

19       B.     AUTHORITY'S failure to insist in any one or more instances upon OCCOG's  
20 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
21 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
22 condition(s), and OCCOG's obligation in respect thereto shall continue in full force and effect. Changes  
23 to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically  
24 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to  
25 this Agreement and issued in accordance with the provisions of this Agreement.

26     /

1           **ARTICLE 2. SCOPE OF AGREEMENT**

2           This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the  
3 subjects and projects addressed herein. Both AUTHORITY and OCCOG agree that each will  
4 cooperate and coordinate with the other in all activities covered by this Agreement and any other  
5 supplemental agreements that may be required to facilitate purposes thereof.

6           **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

7           AUTHORITY agrees to the following responsibilities:

8           A.     AUTHORITY shall pay OCCOG funds equivalent to a sum of FTA Section 5309  
9 Discretionary Earmark given for SAFETEA-LU Section 3044 and commencing in Fiscal Year 2011 and  
10 continuing through Fiscal Year 2016. AUTHORITY and OCCOG mutually agree that AUTHORITY's  
11 maximum cumulative payment obligation shall not exceed the amount of Eight Hundred Fifty Thousand  
12 Dollars (\$850,000.00).

13           B.     AUTHORITY shall pay OCCOG funds equivalent to a sum of FTA Section 5309  
14 Discretionary Earmark given for SAFETEA-LU Section 1702, I.D. No. 3782, and commencing in Fiscal  
15 Year 2011 and continuing through Fiscal Year 2016. AUTHORITY and OCCOG mutually agree that  
16 AUTHORITY's maximum cumulative payment obligation shall not exceed the amount of Nine Hundred  
17 Thousand Dollars (\$900,000.00).

18           C.     AUTHORITY shall pay OCCOG funds equivalent to a sum of FTA Section 5309  
19 Discretionary Earmark given for SAFETEA-LU Section 1702, I.D. No. 594, and commencing in Fiscal  
20 Year 2011 and continuing through Fiscal Year 2016. AUTHORITY and OCCOG mutually agree that  
21 AUTHORITY's maximum cumulative payment obligation shall not exceed the amount of Two Hundred  
22 Thousand Dollars (\$200,000.00).

23           D.     AUTHORITY shall process OCCOG's invoices within a reasonable time period, but in no  
24 event more than sixty (60) calendar days after receipt of an acceptable Reimbursement Invoice.  
25  
26

1 E. Compliance with FTA Sub Recipient Reporting – AUTHORITY shall provide OCCOG  
2 with the required sub recipient reporting documents and hold OCCOG responsible for the completion  
3 and submission of sub recipient documents to ensure compliance with FTA guidelines.

4 F. FTA Section 5309 Grant Application – AUTHORITY shall submit the FTA Section  
5 5309 Discretionary grant application to the FTA in a timely manner given the adoption of the annual  
6 federal fiscal year apportionment.

7 G. Federal Transportation Improvement Program – AUTHORITY agrees to include  
8 OCCOG'S Program of Projects in the Federal Transportation Improvement Program.

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

15 **ARTICLE 4. RESPONSIBILITIES OF OCCOG**

16 OCCOG agrees to the following responsibilities:

17 A. OCCOG shall not apply to the federal government for any grants for financial  
18 assistance with respect to the three FTA Section 5309 Discretionary earmarks being programmed  
19 by AUTHORITY, as stated above.

20 B. Compliance with FTA Sub Recipient Reporting – OCCOG agrees to provide the  
21 following required sub recipient reporting documents to AUTHORITY:

22 1. Reimbursement Invoice – OCCOG agrees to invoice AUTHORITY for eligible  
23 FTA Section 5309 Discretionary earmarks. Invoices shall be provided by OCCOG to  
24 AUTHORITY on a quarterly basis on or before the fifteenth day of the month following  
25 quarter ending and shall be submitted in duplicate to AUTHORITY's Accounts Payable  
26 Department. Each invoice shall include the following information:

- a. Agreement No. C-1-2432;
- b. The time period covered by the invoice;
- c. Total invoice amount; and
- d. Any other necessary documents to support the invoice.

2. Quarterly Progress Report – OCCOG agrees to provide AUTHORITY with quarterly progress reports that include a detailed description of OCCOG's progress. Progress reports shall be provided by OCCOG to AUTHORITY on a quarterly basis on or before the fifteenth of the month following quarter ending.

3. Onsite Visit Follow-up Letter – OCCOG agrees to comply with the onsite visit follow-up letter that details a scheduled onsite visit time, date, and any further recommendations that may require preparation. The onsite visit follow-up letter shall be provided by AUTHORITY to OCCOG on an annual basis on the quarter before fiscal year ending.

4. Onsite Visit Checklist – OCCOG agrees with performance of onsite visits by AUTHORITY to ensure OCCOG is in compliance with all FTA requirements. The onsite visit by AUTHORITY to OCCOG is dependent upon the date and time referenced on the onsite visit follow-up letter.

5. Annual FTA Compliance Self Certification – OCCOG agrees to provide AUTHORITY with the FTA Compliance Self Certification Forms on an annual basis on or before the fifteenth of the month following fiscal year ending.

6. OCCOG shall provide AUTHORITY a copy of OCCOG's annual audit, which includes the Single Audit Report, A-133 and the Management Letter prepared by OCCOG's independent auditor.

7. OCCOG shall provide such other information as requested by AUTHORITY, including information to ensure compliance with federal regulations and as required for the FTA Triennial Audit.



1 C. OCCOG shall provide invoices for FTA Section 5309 Discretionary earmarks  
2 commencing in Fiscal Year 2011 and continuing through Fiscal Year 2016. AUTHORITY and  
3 OCCOG mutually agree that AUTHORITY's maximum cumulative payment obligation shall not exceed  
4 the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) given for SAFETEA-LU Section  
5 3044, Nine Hundred Thousand Dollars (\$900,000.00) given for SAFETEA-LU Section 1702, I.D. No.  
6 3782, and Two Hundred Thousand Dollars (\$200,000.00) given for SAFETEA-LU Section 1702, I.D.  
7 No. 594 respectively.

8 D. If OCCOG contracts for consultant services to perform any or all services, then  
9 OCCOG shall be responsible for adhering to federal guidelines, payment to consultant for services  
10 rendered and then seek reimbursement for eligible expenses from AUTHORITY as part of this  
11 Agreement. OCCOG shall be responsible for reviewing consultant's invoice for accuracy, terms, and  
12 completeness.

13 E. Local Match – OCCOG agrees to provide the local match required by the FTA. The  
14 Program of Projects must identify the source of OCCOG's local match.

15 F. Exchange of Funds – OCCOG shall not request of AUTHORITY to exchange Federal  
16 funds for local funds, nor exchange capital funds for operating assistance; however, AUTHORITY  
17 reserves the right to exchange federal funds for local funds.

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

24 **ARTICLE 5. REQUEST FOR REIMBURSEMENT:**

25 A. Not more frequently than once a quarter by the fifteenth day of the month following  
26 the end of the quarter, OCCOG shall prepare and submit to AUTHORITY an invoice as specified in

1 the sub recipient section Article 4, Paragraph B, Section 1, entitled "Reimbursement Invoice,"  
2 included in this Agreement. OCCOG's Reimbursement Invoice shall include allowable project costs  
3 incurred and paid for by OCCOG consistent with the Project's Scope of Work. The Reimbursement  
4 Invoice submitted by OCCOG shall be signed by an authorized agent who can duly certify the  
5 accuracy of the included information. Advance payments by AUTHORITY are not allowed.

6 B. Each Reimbursement Invoice will report the total of Project expenditures and will  
7 specify the percent and amount of Federal Funds to be reimbursed. The Reimbursement Invoice  
8 shall be accompanied by a detailed invoice describing all invoiced work completed.

9 C. If applicable, the first Reimbursement Invoice shall also be accompanied by a report  
10 describing any tasks specified in the Scope of Work document which were accomplished prior to the  
11 effective date of this Agreement, which costs could be credited toward the required Local Match  
12 provided that AUTHORITY has provided prior written approval for such expenditures to OCCOG.

13 D. Eligible Project costs are described in the Federal Grant and in the FTA guidelines.

14 E. The Reimbursement Invoice must be submitted on OCCOG's letterhead.

15 F. OCCOG should consult with OCCOG's Project Manager for questions regarding non-  
16 reimbursable expenses.

17 G. Total payments for the FTA Section 5309 Discretionary Grant funds shall not exceed  
18 One Million, Nine Hundred Fifty Thousand Dollars (\$1,950,000.00). No Reimbursement Invoice will  
19 be processed by AUTHORITY after the federal grant termination date.

20 H. If any amounts paid by AUTHORITY are disallowed or not reimbursed by the FTA for  
21 any reason, OCCOG shall remit to AUTHORITY the disallowed or non-reimbursed amount(s) within  
22 30 days from receipt of AUTHORITY's notice. All payments made by AUTHORITY hereunder are  
23 subject to the audit provisions contained herein and within the Federal Grant.

24 I. OCCOG shall comply with and ensure that work performed under this Agreement is  
25 done in compliance with all applicable provisions of federal, state and local laws, statutes,  
26 ordinances, rules, regulations and procedural requirements, including without limitation, Federal

1 Acquisition Regulations (FAR) and the applicable requirements and regulations of AUTHORITY.  
2 OCCOG acknowledges responsibility for obtaining copies of and complying with the terms of the  
3 most recent federal, state or local laws and regulations and AUTHORITY requirements, including  
4 any amendments thereto.

5 **ARTICLE 6. IT IS MUTUALLY UNDERSTOOD AND AGREED:**

6 All PARTIES agree to the following responsibilities:

7 A. This Agreement shall commence upon execution by both PARTIES and shall  
8 continue in full force and effect through June 30, 2016. This Agreement may only be extended upon  
9 mutual agreement by both PARTIES.

10 B. This Agreement may be terminated by either PARTY after giving ninety (90) days  
11 written notice. This Agreement shall not be terminated without mutual agreement of both PARTIES.

12 C. This Agreement may be amended in writing at any time by the mutual consent of both  
13 PARTIES. No amendment shall have any force or effect unless executed in writing by both  
14 PARTIES.

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

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

21 /

22 /

23 /

24 /

25 /

26 /

To OCCOG:	To AUTHORITY:
Orange County Council of Governments	Orange County Transportation Authority
550 South Main Street P. O. Box 14184 Orange, CA 92863-1584	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: David Simpson  Executive Director  (714) 560-5570  dsimpson@octa.net	Attention: Pia Veasapen  Senior Contract Administrator  (714) 560-5619  pveasapen@octa.net;
	C: William Dineen, Section Manager,  Finance Planning and Analysis

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

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

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

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

J. Either PARTY shall be excused from performing its obligations under this Agreement

1 during the time and to the extent that it is prevented from performing by an unforeseeable cause  
2 beyond its control, including but not limited to: any incidence of fire, flood; acts of God;  
3 commandeering of material, products, plants or facilities by the federal, state or local government;  
4 national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence  
5 of such cause is presented to the other PARTY, and provided further that such nonperformance is  
6 unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not  
7 performing.

8 **ARTICLE 7. CONFLICT OF INTEREST**

9 OCCOG agrees to avoid organizational conflicts of interest. An organizational conflict of  
10 interest means that due to other activities, relationships or contracts, OCCOG is unable, or  
11 potentially unable to render impartial assistance or advice to AUTHORITY; OCCOG's objectivity in  
12 performing the work identified in the Scope of Work is or might be otherwise impaired; or OCCOG  
13 has an unfair competitive advantage. OCCOG is obligated to fully disclose to AUTHORITY in writing  
14 Conflict of Interest issues as soon as they are known to OCCOG. All disclosures must be submitted  
15 in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for  
16 the entire term of this Agreement.

17 **ARTICLE 8. CODE OF CONDUCT**

18 OCCOG agrees to comply with AUTHORITY's Code of Conduct as it relates to Third Party  
19 contracts, which is hereby referenced and by this reference is incorporated herein. OCCOG agrees  
20 to include these requirements in all of its subcontracts.

21 **ARTICLE 9. AUDIT AND INSPECTION OF RECORDS**

22 OCCOG shall provide AUTHORITY, Department of Transportation (DOT), the Comptroller  
23 General of the United States, or other agents of AUTHORITY, such access to OCCOG's accounting  
24 books, records, payroll documents and facilities of OCCOG which are directly pertinent to this  
25 Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work  
26 data, documents and activities related hereto. OCCOG shall maintain such books, records, data and

documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during OCCOG's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. OCCOG shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

#### **ARTICLE 10. CIVIL RIGHTS ASSURANCE**

During the performance of this Agreement, OCCOG, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: OCCOG shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: OCCOG, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The OCCOG shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the OCCOG for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by OCCOG of OCCOG's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

/

1           D. Information and Reports: OCCOG shall provide all information and reports required by the  
2 Regulations or directives issued pursuant thereto, and shall permit access to its books, records,  
3 accounts, other sources of information, and its facilities as may be determined by the AUTHORITY to  
4 be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any  
5 information required of OCCOG is in the exclusive possession of another who fails or refuses to furnish  
6 this information OCCOG shall so certify to the AUTHORITY as appropriate, and shall set forth what  
7 efforts it has made to obtain the information.

8           E. Sanctions for Noncompliance: In the event of OCCOG's noncompliance with  
9 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as  
10 it may determine to be appropriate, including, but not limited to:

- 11                 1. Withholding of payments to OCCOG under the Agreement until OCCOG complies;  
12 and/or
- 13                 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

14           F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no  
15 person in the United States shall, on the grounds of race, color, or national origin, be excluded from  
16 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any  
17 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of  
18 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in  
19 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil  
20 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent  
21 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing  
22 DOT's Title VI regulations.

23           G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101  
24 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities,  
25 and services of public entities, as well as imposes specific requirements on public and private providers  
26 of transportation.

1           H. Incorporation of Provisions: OCCOG shall include the provisions of paragraphs (A) through  
2 (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt  
3 by the Regulations, or directives issued pursuant thereto. OCCOG shall take such action with respect  
4 to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such  
5 provisions including sanctions for noncompliance. Provided, however, that in the event OCCOG  
6 becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such  
7 direction, OCCOG may request the AUTHORITY to enter into such litigation to protect the interests of  
8 the AUTHORITY, and, in addition, OCCOG may request the United States to enter into such litigation to  
9 protect the interests of the United States.

10           **ARTICLE 11. PROHIBITED INTERESTS**

11           A. OCCOG covenants that, for the term of this Agreement, no director, member, officer or  
12 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any  
13 interest, direct or indirect, in this Agreement or the proceeds thereof.

14           B. No member of or delegate to, the Congress of the United States shall have any interest,  
15 direct or indirect, in this Agreement or to the benefits thereof.

16           **ARTICLE 12. PRIVACY ACT**

17           OCCOG shall comply with, and assures the compliance of its employees with, the information  
18 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other  
19 things, OCCOG agrees to obtain the express consent of the Federal Government before OCCOG or its  
20 employees operate a system of records on behalf of the Federal Government. OCCOG understands  
21 that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that  
22 Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may  
23 result in termination of the underlying Agreement.

24           **ARTICLE 13. INCORPORATION OF FTA TERMS:**

25           All provisions required by DOT, whether or not expressly set forth in this document, as set forth  
26 in FTA Circular's 9030.1D, 4220.1F, and 5010.1D, as amended and FTA's Master Cooperative



1 Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all  
2 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions  
3 contained in this Cooperative Agreement. OCCOG shall not perform any act, fail to perform any act, or  
4 refuse to comply with any requests, which cause AUTHORITY to be in violation of the FTA terms or  
5 conditions.

6 **ARTICLE 14. FEDERAL CHANGES**

7 OCCOG shall at all times comply with all applicable FTA regulations, policies, procedures and  
8 directives, including without limitation those listed directly or by reference in the agreement between  
9 AUTHORITY and FTA , as they may be amended or promulgated from time to time during this  
10 Agreement. OCCOG's failure to comply shall constitute a material breach of contract.

11 **ARTICLE 15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

12 AUTHORITY and OCCOG acknowledge and agree that, notwithstanding any concurrence by  
13 the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent  
14 the express written consent by the Federal Government, the Federal Government is not a party to this  
15 Agreement and shall not be subject to any obligations or liabilities to AUTHORITY, OCCOG, or any  
16 other party (whether or not a party to this Agreement) pertaining to any matter resulting from the  
17 underlying Agreement. OCCOG agrees to include these requirements in all of its subcontracts.

18 **ARTICLE 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**  
19 **RELATED ACTS**

20 A. OCCOG acknowledges that the provisions of the Program Fraud Civil Remedies Act of  
21 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil  
22 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this  
23 Agreement, OCCOG certifies or affirms the truthfulness and accuracy of any statement it has made, it  
24 makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted  
25 project for which this Agreement's work is being performed. OCCOG also acknowledges that if it  
26 makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

1 certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil  
2 Remedies Act of 1986 on OCCOG to the extent the Federal Government deems appropriate.

3 B. OCCOG also acknowledges that if it makes, or causes to be made, a false, fictitious, or  
4 fraudulent claim, statement, submission, or certification to the Federal Government under an agreement  
5 connected with a project that is financed in whole or part with Federal assistance awarded by FTA  
6 under the authority of 49 U.S.C. §§5316/5317, the Government reserves the right to impose the  
7 penalties of 18 U.S.C. §§1001 et seq. and 49 U.S.C. §§5316/5317 on OCCOG, to the extent the  
8 Federal Government deems appropriate. OCCOG agrees to include this requirement in all of its  
9 subcontracts.

10 **ARTICLE 17. RECYCLED PRODUCTS**

11 OCCOG shall comply with all the requirements of Section 6002 of the Resource Conservation  
12 and Recovery Act (RCRA), as amended (42 U.S.C. §6962), including but not limited to the regulatory  
13 provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the  
14 items designated in subpart B of 40 CFR Part 247. OCCOG agrees to include this requirement in all of  
15 its subcontracts.

16 **ARTICLE 18. ENERGY CONSERVATION REQUIREMENTS**

17 OCCOG shall comply with mandatory standards and policies relating to energy efficiency which  
18 are contained in the state energy conservation plan issued in compliance with the Energy Policy  
19 Conservation Act.

20 **ARTICLE 19. CLEAN AIR**

21 OCCOG shall comply with all applicable standards, orders or regulations issued pursuant to the  
22 Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. OCCOG shall report each violation to  
23 AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the  
24 appropriate EPA Regional Office. OCCOG agrees to include this requirement in all of its subcontracts.

25 **ARTICLE 20. CLEAN WATER REQUIREMENTS**

26 OCCOG shall comply with all applicable standards, orders or regulations issued pursuant to the

1 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. OCCOG shall report each  
2 violation to AUTHORITY and understands and agrees that AUTHORITY who will in turn, report each  
3 violation as required to assure notification to FTA and appropriate EPA Regional Office. OCCOG  
4 agrees to include this requirement in all of its subcontracts.

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

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Agreement No. C-1-  
7 2432 to be executed on the date first above written.

8  
9 **ORANGE COUNTY COUNCIL OF  
GOVERNMENTS**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

10  
11 By: \_\_\_\_\_

By: \_\_\_\_\_

12 David Simpson  
Executive Director

Will Kempton  
Chief Executive Officer

13  
14 **ATTEST:**

**APPROVED AS TO FORM:**

15 By: \_\_\_\_\_

By: \_\_\_\_\_

16 Kennard R. Smart, Jr.  
17 General Counsel

18  
19 **APPROVED AS TO FORM:**

**APPROVED:**

20 By: \_\_\_\_\_

By: \_\_\_\_\_

21 Fred Galante  
22 Counsel

Kenneth Phipps  
Executive Director,  
Finance and Administration

23 Dated: \_\_\_\_\_  
24  
25  
26



**ORANGE COUNTY**

**COUNCIL OF GOVERNMENTS**

March 24, 2011

**Subject:** **2011 Southern California Association of Governments Regional Council District Representative / OCCOG Board Member Elections**

**Summary:** At the February 24, 2011 OCCOG Board Meeting, the Board directed staff to follow Southern California Association of Governments (SCAG) election procedures for Regional Council Representatives and notify cities of elections for odd-numbered SCAG district seats where terms are expiring (Districts 15, 19 and 21). SCAG District Representative also serve as OCCOG Board Members.

As there is only one candidate for Districts 15 and 21, there is no need for an election. For District 17, no nominations were received. The City of Tustin is the only SCAG member city in that district and as such is the only city that may serve on SCAG's Regional Council at this time. By the date of drafting this report, Tustin had not named a nominee. Nominations from the floor are generally not allowed, however, SCAG legal counsel has indicated Tustin may make a floor nomination in this case if they desire to do so. Alternatively, should the cities of Villa Park or Orange join SCAG, an election could be held at a later date.

Districts which have terms expiring May 5, 2011 are listed below along with nominees.

District 15: Council Member Leslie Daigle, representing the cities of Costa Mesa, Fountain Valley and Newport Beach.

**Nominee: Council Member Leslie Daigle**

District 17: Tustin Mayor Pro Tem John Nielson, representing the cities of Orange, Tustin and Villa Park.

**Nominee: No name/s received**

District 21: Fullerton Council Member Sharon Quirk-Silva, representing the cities of Buena Park and Fullerton.

**Nominee: Council Member Sharon Quirk-Silva**

**Recommendation:** A. Declare Newport Beach Council Member Leslie Daigle (District 15) and Fullerton Council Member Sharon Quirk-Silva (District 21) Southern California Association of Governments Regional Council District Representatives and OCCOG Board Members effective May 6, 2011, for two year terms.

B. Declare a City of Tustin council member as District 17 Southern California Association of Governments Regional Council District Representative and OCCOG Board member should a nominee from the city be submitted.

**Staff Contact:** Dave Simpson, Executive Director  
(714) 560-5570  
[DSimpson@octa.net](mailto:DSimpson@octa.net)

**ORANGE COUNTY****COUNCIL OF GOVERNMENTS**

March 24, 2011

**Subject:**                   **Orange County Sustainable Communities Strategy Update and Additional Work Request**

**Summary:**               An additional work request was discussed at the February 24, 2011, OCCOG Board Meeting. In August of 2010, OCTA entered into an agreement with LSA Associates, Inc. for purposes of developing an Orange County Sustainable Communities Strategy (OC SCS). At that time, it was known that the contract amount of \$250,000 over an 18-month period would not be sufficient to adequately complete the work effort. While the contract is with OCTA, OCCOG's secured federal funds will be used for this effort. Approval of the additional work request by the OCCOG board is requested. A contract amendment is expected to be considered by the OCTA Board of Directors at their April 14, 2011 meeting. The OCTA Executive Committee discussed the additional work request at their March 7, 2011 committee meeting. OCCOG Director Kris Murray attended the meeting and spoke in support of the request.

**Background:**       At the time the Request for Proposal and its Scope of Work was developed for the OC SCS, two challenges confronted staff and the OCCOG and OCTA Boards of Directors. First, there was no model to look to in terms of what a subregional SCS would actually contain. There were broad statutory requirements called out for in SB 375 of elements to be included. There was no detail beyond this broad language.

Secondly, there was not sufficient time through the OCTA procurement guidelines to process a larger procurement package. Despite having budget authority from the OCCOG Board to do so (The approved Fiscal Year 2010-2011 included an estimated \$414,900 to be drawn from secured federal funds that would support the OC SCS effort) staff believed it was critical to secure a consultant as quickly as possible and the RFP (funded at \$250,000) was released and procured in a fair and expedient manner.

As work has progressed on the OC SCS, additional work within existing tasks included in the original scope of work have been identified. This work is detailed in the attached letter from LSA, Associates, Inc. (Attachment A). Elements included are additional work related to research and data, refinement and measurement of best management practices identified by local jurisdictions and other agencies throughout Orange County and public outreach. Staff supports the LSA request and justifications provided in the letter. It is believed that the additional work request does not represent elements that would be seen as simply beneficial, rather they deemed needed for a successful completion of the OC SCS as well as a future regional SCS that will be prepared by SCAG.

**Project Management**

Project Management of the LSA contract is currently the responsibility of the Executive Director. While changes in staffing at OCCOG have changed in the last few months, the transition has been seamless given the fact that while titles have changed, personnel have been constant. It was known late in 2010 that the “burn rate” of the OC SCS contract was high as was expected due to an intense start up effort. Additionally, within several existing tasks, more work such as unforeseen data compilation and the need for many more meetings with SCAG and local jurisdictions that was not included in the scope of the existing contract were identified.

While the dual factors of burn rate and additional work needed on existing tasks were known, this information could have been shared with the Board in a more timely manner. Going forward, bi-weekly updates from the Executive Director will be shared with the Joint OCTA/OCCOG SCS Committee and the full OCCOG Board concerning status of the OC SCS Work effort. More critical updates will of course be shared immediately as appropriate.

**Recommendation:** A. Receive update and approve additional work request from OC SCS consultant, LSA Associates, Inc.

B. Direct Executive Director to forward request to the OCTA Board of Directors for contract amendment consideration.

**Attachments:** A. Additional Work Request from LSA Associates, Inc.

**Staff Contact:** Dave Simpson, Executive Director  
(714) 560-5570  
[DSimpson@octa.net](mailto:DSimpson@octa.net)

Tony Petros, LSA Associates, Inc.  
(949) 553-0666 x268  
[Tony.Petros@lsa-assoc.com](mailto:Tony.Petros@lsa-assoc.com)





LSA ASSOCIATES, INC.  
20 EXECUTIVE PARK, SUITE 200  
IRVINE, CALIFORNIA 92614

949.553.0666 TEL  
949.553.8076 FAX

BERKELEY  
CARLSBAD  
FORT COLLINS

FRESNO  
PALM SPRINGS  
POINT RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO  
SOUTH SAN FRANCISCO

February 25, 2011

Mr. David Simpson  
Orange County Council of Governments (OCCOG)/  
Orange County Transportation Authority (OCTA)  
600 South Main Street  
Orange, CA 92868

Subject: Orange County Sustainable Communities Strategy (OC SCS): Project Status and  
Additional Work Request

Dear Dave:

This letter supersedes our correspondence of February 22, 2011. The LSA Associates, Inc. (LSA) Team, consisting of LSA personnel, Dr. Wallace Walrod (Orange County Business Council [OCBC]) and Lisa Burke Consulting, is pleased to be participating in the development of the OC SCS. This milestone planning effort will contribute to the overall Southern California Association of Governments (SCAG) regional SCS and will represent Orange County's contribution to greenhouse gas (GHG) reduction throughout the Southland. The LSA Team is responsible for inventorying and assembling land use, socioeconomic, and capital projects data in 35 discrete municipalities, as well as multiple special districts and agencies to arrive at a coherent, useful, and complete characterization of Orange County's efforts to comply with Senate Bill (SB) 375.

SB 375 is new legislation aimed at linking land use and transportation to address GHG emissions. As such, the strategies and compliance requirements are untested. A precedent does not exist to identify a successful approach to compliance. The LSA Team presented an approach to complete this effort in our July 14, 2010, proposal to the OCTA. In that document, the LSA Team offered concepts and tasks to address the OCTA Request for Proposal (RFP) objectives. These objectives acknowledge the novel character of the legislation.

The LSA Team is approximately 7 months into the 18-month horizon for the development of the OC SCS. We have been successful in our engagement with the 34 cities and the County of Orange. We have collaborated with SCAG and the Center for Demographic Research (CDR) on behalf of Orange County. We have prepared interim products that have contributed to the overall pace and acceptance of our approach.

Specific additional out-of-scope activities have been identified as necessary to continue with the successful pace and product delivery of this contract. These additional work tasks have been discussed with you in our weekly Project Management meetings and are reflected in the Project Status line item of our monthly progress reports. These additional out-of-scope work tasks are summarized below.

- 1) Research and Data – As we move forward, our research and data responsibilities to OCCOG will continue to exceed those budgeted in the approved Scope of Work. We know that our responsibilities with the OC cities and other agencies will become greater as data analysis results are revealed, and policy and strategy may be affected. We are aware that OCCOG and OCTA will request our involvement in coordinating research and data with the OCCOG Board, the OCCOG TAC, and the CDR, and SCAG. Specifically:
  - A. In order for the OC SCS to be successfully completed and adopted, the OCCOG Executive Director has requested that the LSA Team coordinate with SCAG on data packets for OCCOG jurisdiction review, including multiple rounds of data review and affirmation efforts at the parcel level, which will lead to future CEQA streamlining and will continue to be much more extensive than originally outlined in the RFP and Scope of Work. This will only get more time consuming and intense as we approach the various deadlines.
  - B. Additional rounds of parcel level data review, data coordination, direct data technical assistance to OCCOG jurisdictions, and formal and informal meetings with representatives from the OCCOG TAC and Center for Demographic Research (CDR) beyond January 2011 is outside of the RFP and Scope, as this activity/task was scheduled to end after the January 2011 OCCOG TAC meeting, but will however, be ongoing through the rest of our term.
  - C. The LSA Team's future involvement with OCCOG discussions with SCAG about SCAG's Sustainability Tool, including ongoing discussions about the applicability and use of the Tool's 5.5 acre grid cell for OCCOG jurisdictions, is outside of the Scope of Work, but has been an additional requested service.
  - D. Future data support, research guidance and facilitation, and ongoing review of data between SCAG, CDR, and OCCOG and OCCOG TAC regarding RHNA and the SCAG Sustainability Tool. This includes ongoing SCAG data support and coordination over and above SB 375/SCS directly with the OCCOG Executive Director, including development of future protocols for an annual data support and coordination process between OCCOG and SCAG.
  - E. An increased amount of Project Management (meetings, calls, time, outreach, and coordination with SCAG Chief Executive Officer (CEO) and staff, CDR, OCCOG TAC, OCCOG Board/OC electeds and stakeholder community) as research support for the OCCOG Executive Director.

The additional budget to accommodate this level of participation is \$45,000.

- 2) Best Management Practices (BMP) – BMPs have been identified as those planning, policy, and programming efforts undertaken by agencies that address sustainable planning and GHG emission strategies. Work related to these BMPs is not included in the Scope of Work. These BMPs were identified early in the LSA Team effort by the Project Manager and leaders in the OCTA/OCCOG Joint OC SCS Committee and the OCCOG TAC, but subsequent to the preparation of the LSA work plan as an integral part of the OC SCS. As such, the LSA Team has been requested to categorize, interpret, and assign the initial 45 BMPs and subsequent 222 BMPS for each of the 35 OC agencies and include a sample of the more effective BMPs in the web tool as a public outreach element, and will also include a description of a sample of the BMPs in the OC SCS to demonstrate existing commitments to achieve GHG reductions. The LSA Team will initiate a process of evaluating each city's participation in demonstrating some



level of completion of BMP strategies and will include these BMPs in the web tool as evidence of the documentation and current practices undertaken in OC to reduce GHG emissions. The additional budget to accommodate this level of participation is \$25,000.

- 3) Public Outreach – The agreement between SCAG and OCCOG/OCTA provided for public outreach in Orange County under the greater SCAG SCS outreach effort throughout the region. SCAG’s schedule to conduct this outreach is delayed and, as such, is hindering the early input from stakeholders in Orange County into the SCS development. Furthermore, the OCCOG Board has requested augmentation of SCAG’s public outreach wherein there would be enhanced local outreach to Orange County stakeholders. The LSA Team has been made aware by the Project Manager that OCCOG/OCTA will request our involvement in coordinating with the SCAG public outreach and will take an active role in the OCCOG/OCTA local public outreach. To this end, the LSA Team is prepared to provide assistance in presentation preparation and participation in outreach events (up to three workshops). Additionally, the LSA Team has identified Dr. Marlon Boarnet, Chair of the Social Ecology Department at UC Irvine, as a key addition to the OC SCS development. Dr. Boarnet is currently involved with the California Air Resources Board (CARB) in providing technical papers quantifying the effect of various measures to reduce vehicle miles travelled and GHG emissions. This question of quantification of policies and actions has been raised by both the OCTA and OCCOG Boards at numerous meetings. Bringing Dr. Boarnet into the conversation will assist the Board members in making meaningful decisions about outcomes and will broaden the required community engagement and scientific approaches sought by SCAG. These additional services are estimated at \$25,000.
- 4) OC SCS Outline – White Paper – The approved scope of work presented an approach that started with an outline and proceeded through the development of chapters on to a final OC SCS. Review of the outline with the Project Manager and the OCCOG TAC indicated that the outline did not follow the requirements of the Framework and Guidelines prepared by SCAG and incorporated into the Memorandum of Understanding (MOU) between SCAG and the OCCOG/OCTA. In order to demonstrate compliance with the Framework and Guidelines, the LSA Team was requested to prepare a white paper document explaining how each Framework and Guideline requirement would be achieved in the OC SCS. This request resulted in a wholesale change to the outline and the subsequent OC SCS chapters and content. As a result of this white paper document, the outline has been modified to be compliant with the regional requirements, which will result in the OC SCS document meeting the requirements of the Framework and Guidelines. The preparation of this additional document resulted in multiple rounds of revisions and four break out meetings with other cities and agencies. The preparation of this document served a valuable coordination effort and aided in coalescing the cities in the direction of the preparation of the OC SCS. These additional services are estimated at \$8,000.
- 5) Meetings – The approved Scope of Work indicated the need for 30 to 40 meetings. After 7 months of activity the LSA Team has participated in 33 meetings. Maintaining this meeting attendance record over the term of the contract will result in an estimated 100 meetings. This is almost three times the estimated number of meetings included under the contract. The LSA Team proposes to add attendance of one team member at 40 future meetings. The additional budget to accommodate this level of participation is \$40,000.



- 6) Collaboration with the OCCOG Technical Advisory Committee (TAC) – The Scope of Work indicates the requirement to present updates to the OCCOG TAC on the development of the OC SCS outline only. All other deliverables (i.e., the Draft, Draft Final, and Final OC SCS) are vetted through the Project Manager and the Board. No other OCCOG TAC involvement was provided for in the Scope of Work. After sessions with the TAC and meetings with the Project Manager and the OCCOG Board, the LSA Team was given direction to continue to collaborate with the OCCOG TAC. In fact, the OCCOG TAC, with the support of the Executive Director, created a subcommittee with the express responsibility to review OC SCS products from the LSA Team through the development of the final document. This collaboration is beyond presentation of updates and includes regular reports to the TAC, engaging the TAC in non-specified, but potentially related topics (e.g., Regional Housing Needs Assessment [RHNA] coordination, SCAG Sustainability Tool data sets, and OC city data sets) in outside meetings, preparing staff reports and presentation materials, conducting document revisions and responses to comments. The OCCOG TAC leadership has included a standing agenda item in which they wish to hear regular monthly updates and receive regular interim deliverables to review and consent. This level of engagement is beyond the original Scope of Work. The additional budget to accommodate these level of responsibilities is \$18,000.
- 7) Project Management – The contract requires bi-monthly meetings between the Consultant and the Project Manager. Due to the pace and significance of the OC SCS and the quickly evolving nature of the process, the LSA Team and the Project Manager meet every week to address critical issues both occurring that week and anticipated to occur in the ensuing week. Meeting weekly also increases the frequency and volume of correspondence and other communication. This frequency has led to many issues being anticipated and addressed quickly, thus maintaining the overall OC SCS delivery schedule. This meeting frequency is anticipated to be continued throughout the delivery of the Final OC SCS. The additional budget to accommodate this level of project management activities is \$39,000.

As a result of the additional tasks and the anticipated work efforts, the LSA Team is requesting an amendment to our budget of \$200,000. Additionally, to allow flexibility to react to unknown and uncertain activities such as DOF/census reconciliation or SCAG's changing regional SCS approach and consistency, OCTA is requested to approve a contingency of \$75,000, which would be authorized by the OCTA CEO or OCCOG Executive Director. When added to our existing budget of \$250,000, a revised budget estimate inclusive of the contingency is \$525,000. This amount will be billed consistent with the provisions of our existing contractual obligation. This amount will not be exceeded without prior authorization.

On behalf of the LSA Team, I want to thank you for allowing us to participate in this important planning project. We look forward to a successful completion of our efforts.

Sincerely,

**LSA ASSOCIATES, INC.**

  
Anthony Petros  
Principal



**ORANGE COUNTY**

**COUNCIL OF GOVERNMENTS**

March 24, 2011

**Subject:** **Selection of OCCOG Board Private Sector Representative**

**Summary:** The OCCOG bylaws include a board appointment of one person from the private sector to serve as a Non-voting Ex Officio member of the Board.

Kristine Thalman, Executive Director of the Building Industry Association, Orange County (BIAOC), has served on the OCCOG board for many years. Her service on this board, and in many other capacities through the region, has been sincerely appreciated. The ability of Ms. Thalman to serve as a liaison in working with her members on issues concerning OCCOG has been invaluable.

Bryan Starr has served as the BIAOC's alternate board member for several years. He has a deep understanding of SB 375 and the SCS process. While the Private Sector Representative does not need to come from the OCBIA or any specific private sector organization, Mr. Starr brings exceptional experience and knowledge that would be an asset for OCCOG.

**Recommendation:** Approve the appointment of Bryan Starr as the OCCOG Private Sector Member.

**Staff Contact:** Dave Simpson, Executive Director  
(714) 560-5570  
[DSimpson@octa.net](mailto:DSimpson@octa.net)



**ORANGE COUNTY**

**COUNCIL OF GOVERNMENTS**

March 24, 2011

**Subject:** **Potential Amendment to OCCOG Bylaws Changing Orange County Division, League of California Cities Representative to OCCOG to Association of California Cities – Orange County Representative**

**Summary:** This item was placed on the agenda at the request of Director Peter Herzog for consideration at the Board's February 24, 2011 meeting. The bylaw change failed to receive the necessary three-fourths support of Board Membership. The Board requested the item to be placed on the March 24, 2011, meeting agenda.

With the formation of the Association of California Cities – Orange County and the absence of an ex-officio board member from the Orange County Division, League of California Cities, the ACC-OC Board of Directors requests that Lacy Kelly, CEO of ACC-OC is appointed as an ex-officio board member of OCCOG.

The OCCOG Board may also change bylaws at a General Assembly meeting and requires a simple majority vote of the Board.

**Recommendation:** A. Approve proposed bylaw change, or;  
  
B. Amend bylaws to reflect the deletion of the Orange County Division, League of California cities set from the OCCOG Board.

**Attachments:** A. Draft Bylaw Amendment

**Staff Contact:** Dave Simpson, Executive Director  
(714) 560-5570  
[DSimpson@octa.net](mailto:DSimpson@octa.net)

**Potential Amendment to OCCOG Bylaws Reflecting Changing Orange County Division, League of California Cities Representative to OCCOG to Association of California Cities - Orange County (ACC-OC) Representative.**

**5.2 Selection of Board Members**

Each representative seat of the OCCOG is selected as identified herein, with the selection process conducted in accordance with the OCCOG Policies and Procedures Manual.

Board Member Representatives that are selected for a two-term are as follows:

- A. SCAG District City Representatives: In accordance with SCAG election procedures for SCAG District Representatives, the OCCOG Member Cities located within each SCAG District in Orange County shall elect a city council member to the SCAG Regional Council.

The elected District Representative to the SCAG Regional Council shall also be appointed as the OCCOG Board Member for said SCAG District, for the term of the SCAG District Representative. If no cities in the District are members of SCAG, cities in the District may elect an elected official from one of the cities in the District as the OCCOG Board Member.

The Executive Director shall conduct the SCAG District Representative elections in accordance with SCAG bylaws and SCAG district election procedures, provided that each SCAG District appointee shall be an Elected Official from one of the Member Cities within the SCAG District.

- B. Private Sector Representative: The Board shall appoint one person from the private sector to serve as a Non-voting Ex Officio Member of the Board, in accordance with selection procedures established by the Board.
- C. University Representative: The Board shall appoint one person representing Orange County Universities, to serve as a Non-voting Ex Officio Member of the Board, in accordance with selection procedures established by the Board. Appointees from the University of California at Irvine (UCI), California State

University at Fullerton (CSUF) and Chapman University shall serve a 2-year rotating term.

Board Member Representatives that are appointed and serve at the pleasure of the appointing body, are as follows:

- D. County At Large Representative: The Orange County Board of Supervisors may appoint one Supervisor as a Member of the OCCOG Board, provided that the County of Orange is a dues paying Member Agency in good standing.
- E. OCTA Representative: The Board of Directors for the Orange County Transportation Authority ("OCTA Board") may appoint one of its Directors as a Member of the OCCOG Board, provided that the OCTA is a dues-paying Member Agency in good standing and the appointee is an Elected Official of a dues-paying Member Agency in good standing.
- F. TCA Representative: The governing boards of the Orange County Transportation Corridor Agencies ("TCA") may appoint one of its Board Members to the OCCOG Board, provided that the TCA is a dues-paying Member Agency in good standing and that the appointee is an Elected Official of a dues-paying Member Agency in good standing.
- G. OCSD Representative: The joint governing board of the County Sanitation Districts of Orange County Nos. 1, 2, 3, 5, 6, 7, 11, 13 and 14, may appoint one of its Board Members to the OCCOG Board, provided that the OCSD is a dues-paying Member Agency in good standing and that the appointee is an Elected Official of a dues-paying Member Agency in good standing.
- H. ISDOC Representative: The Board of Directors for ISDOC may appoint one of its Board Members to the OCCOG Board, provided that the ISDOC is a dues-paying Member Agency in good standing and that the appointee is an Elected Official.
- I. AQMD – Orange County Representative: The South Coast AQMD Governing Board includes an Orange County-Cities Representative and an Orange

County Board of Supervisors Representative. Said representatives shall select which representative shall serve as the OCCOG Board Member and the OCCOG Board Member Alternate, provided that the AQMD is a dues-paying Member Agency in good standing, and provided that the elected officials serving as the AQMD-Orange County Cities Representative and the AQMD-County Representative are from dues-paying Member Agencies in good standing.

J. SCAG - County Representative: The Representative to the SCAG Regional Council for the County of Orange shall automatically be a Member of the Board, provided that the appointee is a Supervisor for the County of Orange and provided that the County of Orange is a dues-paying Member Agency in good standing.

K. Cities At-Large Representative: One at-large Member of the Board shall be appointed through the City Selection Committee as established pursuant to Section 50270 of the Government Code, provided that the appointee is an Elected Official of a dues-paying City Member Agency in good standing.

L. Orange County Division, League of California Cities Representative: Association of California Cities - Orange County (ACC-OC): **The Association of California Cities - Orange County (ACC-OC)** may appoint ~~one elected official~~ **one representative from that organization** to serve as a Non-voting Ex Officio member of the Board.





## ORANGE COUNTY

### COUNCIL OF GOVERNMENTS

**March 24, 2011**

**Subject:** Report from the OCCOG Technical Advisory Committee Chair

**Summary:** The OCCOG TAC Chair report provides the Orange County Council of Governments Board of Directors (Board) and update on the activities of the OCCOG Technical Advisory Committee (TAC).

**Background:** The OCCOG Technical Advisory Committee met on March 5, 2011. A copy of the agenda for the March 5, 2011 meeting is included as Attachment A.

The OCCOG TAC meeting discussion on March 5, 2011 included an overview of the following items:

- ◆ A presentation by SCAG staff on the CEQA Streamlining allowed under Senate Bill 375;
- ◆ An update from the Center for Demographic Research on the status of the Housing Inventory Systems (HIS) 2010, the Best Management Practice (BMP) list review, and the difference between the 2010 Census and Department of Finance estimates for California's population;
- ◆ An update on the Orange County Sustainable Communities Strategy (OC SCS);
- ◆ An update on the Orange County Council of Governments (OCCOG) and the Southern California Association of Governments (SCAG) including:
- ◆ An update on the Regional Housing Needs Assessment.

The OCCOG TAC agendaized for discussion at its March 1, 2011 meeting the following:

- ◆ Review of the Draft Orange County Sustainable Communities Strategy;
- ◆ Center for Demographic Research Update;
- ◆ Orange County Council of Governments (OCCOG) and Southern California Association of Governments (SCAG) Update;
- ◆ Regional Housing Needs Assessment Update; and
- ◆ A presentation from SCAG staff regarding SB 375 and CEQA streamlining.

OCCOG TAC Chair Marika Modugno, City of Irvine, will be available at the OCCOG Board meeting to overview and clarify items discussed at the March 5, 2011 OCCOG TAC meeting.

**Attachments:** A. OCCOG TAC Agenda of March 5, 2011  
B. Approved OCCOG TAC Meeting Minutes of February 1, 2011

**Staff Contact:** Marika Modugno, OCCOG TAC Chair, City of Irvine  
949/724-6456  
[mmodugno@cityofirvine.org](mailto:mmodugno@cityofirvine.org)





**ORANGE COUNTY  
COUNCIL OF GOVERNMENTS**  
*Technical Advisory Committee*

**Meeting Date / Location**

**Tuesday, March 1, 2011  
9:00 a.m. – 12:00 Noon  
City of Orange  
Conference Room C  
300 Chapman Avenue  
Orange, California**

**Agenda Item**

**Staff**

**Page**

**INTRODUCTIONS**

(Chair Marika Modugno,  
City of Irvine)

**PUBLIC COMMENTS**

(Chair Modugno)

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 include what action will be taken. The Technical Advisory Committee may take any action which it deems appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

At this time members of the public may address the TAC regarding any items within the subject matter jurisdiction, which are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. NO action may be taken on items not listed on the agenda unless authorized by law. Comments shall be limited to three minutes per person and an overall time limit of twenty minutes for the Public Comments portion of the agenda.

Any person wishing to address the TAC on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the TAC Chair prior to an individual being heard. Whenever possible, lengthy testimony should be presented to the TAC in writing and only pertinent points presented orally.

**ADMINISTRATION**

- |    |   |                 |   |
|----|---|-----------------|---|
| 1. | <b>OCCOG TAC Meeting Minutes</b><br>♦ <b>Draft OCCOG TAC minutes for February 1, 2011</b> | (Chair Modugno) | 1 |
|    | <u>Recommended Action:</u> Approve OCCOG TAC minutes of February 1, 2011                  |                 |   |

**PRESENTATIONS, DISCUSSION AND ACTION ITEMS, REPORTS**

- |    |  |                                       |    |
|----|--|---------------------------------------|----|
| 2. | <b>Senate Bill 375 and CEQA Streamlining</b><br>♦ <b>Presentation</b><br>♦ <b>Question and Answers</b> | (Jacob Lieb, SCAG staff) – 40 minutes | 6  |
|    | <u>Recommended Action:</u> Receive report. Discussion.   |                                       |    |
| 3. | <b>Center for Demographic Research Update</b><br>♦ <b>Housing Inventory Systems (HIS) Status</b>       | (Deborah Diep, Center for Demographic | 13 |

Agenda Item	Staff	Page
<ul style="list-style-type: none"> <li>♦ BMP Status</li> <li>♦ 2012 Census and Department of Finance "gap"</li> </ul> <p><u>Recommended Action:</u> Receive report. Discussion.</p>	Research) – 30 minutes	
<p>4. <b>Orange County Sustainable Communities Strategy</b></p> <ul style="list-style-type: none"> <li>♦ OC SCS Updated Schedule</li> <li>♦ March 9, 2011 RTP and OC SCS Planning Workshop</li> <li>♦ Local Jurisdiction Data Packets</li> </ul> <p><u>Recommended Action:</u> Receive report. Discussion.</p>	(OC SCS Consultant Team) – 30 minutes	14
<p>5. <b>Orange County Council of Governments (OCCOG) and Southern California Association of Governments (SCAG) Update</b></p> <ul style="list-style-type: none"> <li>♦ Orange County Council of Governments Board Meeting of February 24, 2011</li> <li>♦ Agenda Preview of Regional Council and Policy Committee Meetings of March 3, 2011</li> <li>♦ Agenda Review of Subregional Coordinators Group Meeting of March 1, 2011</li> <li>♦ Agenda Review of Plans and Programs Technical Advisory Committee Meeting of February 9, 2011</li> <li>♦ Update on SCAG's Climate and Economic Development Project</li> </ul> <p><u>Recommended Action:</u> Receive report.</p>	(David Simpson, OCCOG Executive Director) – 20 minutes	15
<p>6. <b>Regional Housing Needs Assessment Update</b></p> <ul style="list-style-type: none"> <li>♦ RHNA Subcommittee Meeting of February 23, 2011</li> </ul> <p><u>Recommended Action:</u> Receive report.</p>	(Chair Modugno) – 20 minutes	16

**REPORT FROM THE CHAIR**

**REPORT FROM THE OCCOG EXECUTIVE DIRECTOR**

**MATTERS FROM OCCOG TAC MEMBERS**

**ITEMS FOR NEXT MEETING**

**IMPORTANT DATES OR UPCOMING EVENTS**

- ◆ March 1, 2011: Subregional Coordinators Group Meeting
- ◆ March 3, 2011: SCAG Regional Council and Policy Committee Meetings
- ◆ March 8, 2011: Plans and Programs Technical Advisory Committee
- ◆ March 9, 2011: SCAG RTP/OC SCS Workshop
- ◆ March 24, 2011: OCCOG Board of Directors Meeting

**ADJOURNMENT**

**Adjourn to: April 5, 2011  
City of Orange Conference Room C  
300 Chapman Avenue  
Orange, California**



**ORANGE COUNTY  
COUNCIL OF GOVERNMENTS**  
*Technical Advisory Committee*

**Final Action Minutes**

Meeting of February 1, 2011

The OCCOG Technical Advisory Committee (TAC) meeting of February 1, 2011 was called to order by Chair Marika Modugno at the City of Orange, City Hall, Conference Room C, 300 East Chapman, Orange, California, at 9:05 a.m. Attendees were invited by the Chair to introduce themselves. The list of meeting attendees is attached.

**PUBLIC COMMENT:**

There were no public comments.

**Administration**

**1. OCCOG TAC Meeting Minutes**

The OCCOG TAC meeting minutes for January 4, 2011 were unanimously approved by the TAC upon a motion by Vice-Chair Tracy Sato, City of Anaheim and a second by Ms. Adrienne Gladson, City of Brea.

**PRESENTATIONS, DISCUSSION AND ACTION ITEMS, REPORTS**

**2. Center for Demographic Research Update**

Ms. Deborah Diep, Director for the Center for Demographic Research, provided the TAC with an update on the following items:

- ◆ Orange County Projections 2010
- ◆ Housing Inventory Systems (HIS) 2010 Status
- ◆ BMP List Review

Recommended Action: Receive report. Discussion.

**3. Orange County Sustainable Communities Strategy**

Tony Petros gave an update on the OC SCS efforts.

- The OC SCS Outline was considered and approved for public circulation by the OCCOG Board at the January 27 meeting.
- At the same OCCOG Board meeting, the OCP-2010 was adopted. This data set becomes the foundation for socio-economic data for the OC SCS. Data review and mapping is underway by the LSA Team.

**FINAL - OCCOG TAC Minutes**  
**Meeting of February 1, 2011**  
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- The Draft OCTA Long Range Transportation Plan is the foundation for transportation plans, policies and programs for the OC SCS. The LSA Team is developing the chapter text linking the OCP-2010 data with the LRTP elements in a manner and format consistent with the OCCOG/OCTA and SCAG MOU and Framework and Guidelines.
- Dr. Walrod and the LSA team continue to have dialogue with SCAG regarding the data and format to be used for the OC SCS, as well as data to be transmitted from SCAG to local jurisdictions for review. At the TAC meeting, it was reported that the OC SCS development appears ahead of the SCAG regional SCS development in terms of format and content.
- A question was asked regarding the status of the data sets transmitted from SCAG to the local jurisdictions. Deborah Diep responded that Dr. Walrod was working with the Center for Demographic Research and SCAG to address these issues. Mr. Petros reiterated that the action of the OCCOG Board affirms the use of the OCP-2010 as the data source for the OC SCS.

The TAC discussed the schedule for the completion of the draft OC SCS. As a result of the schedule constraints, and upon a motion by Vice-Chair Sato and second by Ms. Anna Pehoushek, City of Orange, the OCCOG TAC formed a subcommittee to be responsible for review and comment of the draft OC SCS. All actions of the subcommittee would be agendized and brought to the TAC for discussion.

Action: Received Report. Discussion. The OCCOG TAC unanimously approved the reformation of the OCCOG TAC ad-hoc OC SCS subcommittee.

**4. Orange County Council of Governments (OCCOG) and Southern California Association of Governments (SCAG) Update**

Mr. David Simpson, OCCOG Executive Director, provided an update on the Orange County Council of Governments (OCCOG) and Southern California Association of Governments (SCAG) meetings in February. This included an update on the following items:

- ◆ Orange County Council of Governments Board Meeting of January 27, 2011
- ◆ Update on SCAG's Climate and Economic Development Project
- ◆ Agenda Preview of Regional Council and policy Committee meetings of February 3, 2011
- ◆ Agenda Review of Subregional Coordinators Group meeting of February 1, 2011
- ◆ Agenda Review of Plans and Programs Technical Advisory Committee Meeting of January 11, 2011

Recommended Action: Receive Report. Discussion.

**5. Regional Housing Needs Assessment Update**

Chair Modugno provided a brief update on the SCAG Regional Housing Needs Assessment Subcommittee, including the appointment of Mayor Sukhee Kang, City of Irvine, and Councilmember Ron Garcia, City of Brea, as the primary and alternate representative for Orange County to the RHNA Subcommittee. The OCCOG TAC unanimously approved the formation of the OCCOG TAC RHNA Ad-Hoc Subcommittee on a motion by Mr. Chris Wright, City of San Clemente, and a second by Ms. Melanie McCann, City of Santa Ana. The OCCOG TAC RHNA Ad-Hoc Subcommittee will be comprised of the following members: Chair Modugno, City of Irvine; Vice-Chair Sato, City of Anaheim; Ms. Adrienne Gladson, City of Brea; Ms. Melanie McCann, City of Santa Ana; Ms. Erica Roess, City of Aliso Viejo; and Ms. Deborah Diep, Center for Demographic Research.

Action: Received report. Approval of the formation of the OCCOG TAC RHNA Ad-Hoc Subcommittee.

**REPORT FROM THE CHAIR**

None

**REPORT FROM THE OCCOG EXECUTIVE DIRECTOR**

Mr. David Simpson, OCCOG Executive Director, noted that the City Managers are being briefed at their monthly meetings on the OC SCS efforts, ensuring that they are aware of all issues.

**MATTERS FROM OCCOG TAC MEMBERS**

**ITEMS FOR NEXT MEETING**

None

**IMPORTANT DATES OR UPCOMING EVENTS**

- ◆ January 4, 2011: Subregional Coordinators Group Meeting
- ◆ January 6, 2011: SCAG Regional Council and Policy Committee Meetings
- ◆ January 11, 2011: Plans and Programs Technical Advisory Committee
- ◆ January 12, 2011: Climate and Economic Development Project Stakeholders Meeting
- ◆ January 27, 2011: OCCOG Board of Directors Meeting



**ADJOURNMENT**

The meeting was adjourned by Chair Modugno at 10:30 a.m. to Tuesday, March 1, 2011 at 9:00 a.m. at the City of Orange, Conference Room C.

Submitted by:



Marika Modugno, City of Irvine  
OCCOG TAC Chair

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**Attendees List for January 4, 2011 Meeting**

Marika Modugno, City of Irvine  
Tracy Sato, City of Anaheim  
Jay Saltzburg, City of Buena Park  
Scott Reekstin, City of Tustin  
Christopher Wright, City of San Clemente  
Nate Farnsworth, City of Rancho Santa Margarita  
Art Bashmakian, City of Westminster  
Linda Smith, County of Orange  
Elaine Lister, City of Mission Viejo  
Maria Parra, City of Garden Grove  
Erica Roess, City of Aliso Viejo  
Ed Knight, City of Orange  
Amy Mullay, City of Irvine  
Ron Santos, City of Lake Forest  
Dave Simpson, OCCOG  
Greg Nord, OCTA  
Adrienne Gladson, City of Brea  
Roy Ramsland, City of La Habra  
Anna Pehoushek, City of Orange  
Minoo Ashabi, City of Costa Mesa  
Carla Walecka, TCA  
Deborah Diep, Center for Demographic Research/CSUF  
Bruce Cook, City of Aliso Viejo  
John Douglas, JH Douglas and Associates  
Jay Bullock, PS Inc.  
Steven Ayers, City of Fountain Valley  
Julie Molloy, City of Laguna Hills  
Rob Ferrier, City of Fullerton  
Tony Petros, LSA  
Kori Nevarez, City of Cypress  
Fern Nueno, City of Newport Beach  
Pauline Chow, Public Law Center  
Linda Tang, Kennedy Commission  
Ezequiel Gutierrez, Public Law Center  
Carolyn Mamaraldo, OCTA  
Melanie McCann, City of Santa Ana