SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

Main Office

818 West Seventh Street

12th Floor

Los Angeles, California

90017-3435

t (213) 236-1800

f (213) 236-1825

www.scag.ca.gov

Officers

President
Gary Ovitt, San Bernardino County

First Vice President
Richard Dixon, Lake Forest

Second Vice President
Harry Baldwin, San Gabriel

Immediate Past President
Yvonne B. Burke, Los Angeles County

Policy Committee Chairs

Administration
Ronald O. Loveridge, Riverside

Community, Economic and Human Development
Jon Edney, El Centro

Energy and Environment
Debbie Cook, Huntington Beach

Transportation and Communications
Alan D. Wapner, Ontario

MEETING OF THE

ADMINISTRATION COMMITTEE

PLEASE NOTE CHANGE IN TIME

Thursday, April 3, 2008
9:00 a.m. – 10:00 a.m.

SCAG Offices
818 West 7th Street, 12th Floor
Conference Room San Bernardino
Los Angeles, CA 90017
213.236.1800

If members of the public wish to review the attachments or have any questions on any of the agenda items, please contact Carmen Summers at 213.236.1984 or summers@scag.ca.gov

Agendas and Minutes for the Administration Committee are also available at:

www.scag.ca.gov/committees/ac.htm

SCAG, in accordance with the Americans with Disabilities Act (ADA), will accommodate persons who require a modification of accommodation in order to participate in this meeting. If you require such assistance, please contact SCAG at (213) 236-1868 at least 72 hours in advance of the meeting to enable SCAG to make reasonable arrangements. To request documents related to this document in an alternative format, please contact (213) 236-1868.

The Regional Council is comprised of 75 elected officials representing 187 cities, six counties, four County Transportation Commissions, and a Tribal Government representative within Southern California.

Administration Committee Membership

Loveridge, Ronald, ***Chair***	*Riverside*	*Riverside County*
Edney, Jon, ***Vice Chair***	*El Centro*	*CEHD*

Member	Representing	Affiliation
Aldinger, Jim	Manhattan Beach	SBCCOG
Baldwin, Harry	San Gabriel	2nd Vice President
Burke, Yvonne	Los Angeles	Past President
Clark, Margaret	Rosemead	EEC
Cook, Debbie	Huntington Beach	EEC
Dixon, Richard	Lake Forest	1st Vice President
Lowenthal, Bonnie	Long Beach	TCC
Masiel, Andrew	Pechanga Band of Luiseno Mission Indians	Appointed
McCallon, Larry	Highland	CEHD
Nowatka, Paul	Torrance	Appointed
O'Connor, Pam	Santa Monica	Appointed
Ovitt, Gary	San Bernardino	President
Parks, Bernard	Los Angeles	Appointed
Pettis, Greg	Cathedral City	CVAG
Roberts, Ron	Temecula	WRCOG
Ten, Mike	South Pasadena	TCC
Wapner, Alan	Ontario	SANBAG
Washburn, Dennis	Calabasas	EEC
Young, Toni	Port Hueneme	VCOG

Last Update 01/22/08

ADMINISTRATION COMMITTEE
AGENDA
APRIL 3, 2008

		TIME	PG#
1.0	**CALL TO ORDER & PLEDGE OF ALLEGIANCE** *(Hon. Ron Loveridge, Chair)*		
2.0	**PUBLIC COMMENT PERIOD – Members of the public desiring to speak on items on the agenda, or items not on the agenda, but within the purview of the Council, must fill out and present a speaker's card to the Assistant prior to speaking. A speaker's card must be turned in before the meeting is called to order. The Administration Committee may consider and act upon any of the items listed on the agenda. Comments will be limited to three minutes. The chair may limit the total time for all comments to twenty minutes.**		
3.0	**REVIEW and PRIORITIZE AGENDA ITEMS**		
4.0	**CONSENT CALENDAR**		
4.1	**Approval Items**		
4.1.1	Minutes of March 6, 2008 Meeting	**Attachment**	**01**
4.1.2	Authorize Executive Director to enter into and Execute an MOU with SANBAG and RCTC for Section 5316/5317 (JARC/New Freedom)	**Attachment**	**08**
4.1.3	Resolution #08-496-2 Renewing Bank of the West Line of Credit	**Attachment**	**10**
4.2	**Receive & File**		
4.2.1	Contracts/Purchase Orders and MOUs between $5,000 - $250,000	**Attachment**	**16**

#144296v1 ADMIN AGENDA APRIL 2008
4:06:49 PM 3/26/2008
C.SUMMERS

ADMINISTRATION COMMITTEE
AGENDA
APRIL 3, 2008

			TIME	PG#
5.0	**ACTION ITEMS**			
5.1	Adjustment to FY08 General Fund Budget ***(Wayne Moore, CFO)*** **Recommended Action:** Adopt and forward the adjusted FY08 General Fund budget to the Regional Council.	**Attachment**	**5 min**	**33**
5.2	FY 07-08 OWP Budget Amendment 3 ***(Wayne Moore, CFO)*** **Recommended Action:** Adopt Resolution # 08-496-3 approving OWP Amendment 3 and forward to the Regional Council for adoption.	**Attachment**	**5 min**	**35**
5.3	FY09 Proposed General Fund Budget ***(Wayne Moore, CFO)*** **Recommended Action:** Adopt and forward the proposed FY09 General Fund budget to the Regional Council, and then to the General Assembly, to adopt said budget.	**Attachment**	**5 min**	**39**
5.4	Harbor Subdivision Alternative Analysis ***(Philip Law, SCAG)*** **Recommended Action:** Authorize the Executive Director or his designee to execute in substantial form the MOU with Los Angeles County MTA regarding the Harbor Subdivision Alternatives Analysis.	**Attachment**	**5 min**	**41**

#144296v1 ADMIN AGENDA APRIL 2008
4:06:49 PM 3/26/2008
C.SUMMERS

ADMINISTRATION COMMITTEE
AGENDA
APRIL 3, 2008

			TIME	PG#
5.0	**ACTION ITEMS-Continued**			
5.5	Congestion Pricing Operating Plan for Los Angeles County ***(David Rubinow, SCAG)*** **Recommended Action:** Authorize the Executive Director or his designee to execute in the substantial form the MOU with the Los Angeles County MTA regarding the Congestion Pricing Operating Plan.	**Attachment**	**5 min**	**58**
5.6	Central County Corridor Major Investment Study ***(Philip Law, SCAG)*** **Recommended Action:** Authorize the Executive Director or his designee to execute in substantial form the agreement with OCTA regarding the Central County Corridor Major Investment Study.	**Attachment**	**5 min**	**59**
5.7	Amendments Greater than $75,000 (Aggregate Value) ***(Leyton Morgan, SCAG)*** **Recommended Action:** Approve Contracts: Fregonese Calthorpe Associates; Cambridge Systematics.	**Attachment**	**5 min**	**80**
5.8	Request for Payment for Additional Stipends ***(Gary Ovitt, SCAG President)*** **Recommended Action:** Approve payment of additional stipends requested by Regional Council member Alan Wapner.	**Attachment**	**5 min**	**87**

#144296v1 ADMIN AGENDA APRIL 2008
4:06:49 PM 3/26/2008
C.SUMMERS

ADMINISTRATION COMMITTEE
AGENDA
APRIL 3, 2008

			TIME	PG#
6.0	**AUDIT SUBCOMMITTEE REPORT** ***(Hon. Paul Nowatka, Chair)***			
7.0	**PERSONNEL SUBCOMMITTEE REPORT** ***(Hon. Richard Dixon, Chair)***			
8.0	**DISTRICT EVALUATIONS SUBCOMMITTEE REPORT** ***(Hon. Larry McCallon, Chair)***			
8.1	District Evaluations Process and Recommendations **Recommended Action:** Recommend that the Regional Council Approve the Recommendation of the District Evaluations Subcommittee.	**Attachment**	**5 min**	**89**
9.0	**INVESTMENT SUBCOMMITTEE REPORT** ***(Hon. Ronald Loveridge, Chair)***			
10.0	**CONTRACTS SUBCOMMITTEE REPORT** ***(Hon. Paula Lantz, Chair)***			
11.0	**INFORMATION ITEMS**			
11.1	The Fiscal Year 2008-2009 Comprehensive Budget ***(Wayne Moore, CFO)***		**15 min**	
11.2	CFO Monthly Financial Report ***(Wayne Moore, CFO)***	**Attachment**	**5 min**	**104**
12.0	**STAFF REPORT**			
13.0	**FUTURE AGENDA ITEMS**			

Any Committee member or staff desiring to place items on a future agenda may make such request.

#144296v1 ADMIN AGENDA APRIL 2008
4:06:49 PM 3/26/2008
C.SUMMERS

	TIME	PG#

14.0 ANNOUNCEMENTS

15.0 ADJOURNMENT

The next meeting of the Administration Committee will be held on Thursday, May 8, 2008 at the Ontario Convention Center in Ontario California.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
ADMINISTRATION COMMITTEE
March 6, 2008

MINUTES

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE ADMINISTRATION COMMITTEE. AUDIO CASSETTE TAPE OF THE ACTUAL MEETING IS AVAILABLE FOR LISTENING IN SCAG'S OFFICE.

The Administration Committee held its meeting at the SCAG Offices, Downtown Los Angeles, CA. The meeting was called to order by Jon Edney, Vice Chair, City of El Centro. There was a quorum.

Members Present

Aldinger, Jim	Manhattan Beach
Baldwin, Harry	City of San Gabriel
Burke, Yvonne	County of Los Angeles
Clark, Margaret	City of Rosemead
Cook, Debbie	City of Huntington Beach
Dixon, Richard	City of Lake Forest
Edney, Jon **(Vice Chair)**	City of El Centro
McCallon, Larry	City of Highland
Nowatka, Paul	City of Torrance
Ovitt, Gary	County of San Bernardino
Parks, Bernard	City Los Angeles
Roberts, Ron	City of Temecula
Ten, Mike	City of South Pasadena
Wapner, Alan	City of Ontario
Washburn, Dennis	City of Calabasas

Members Not Present

Loveridge, Ronald, Chair	City of Riverside
Lowenthal, Bonnie	City of Long Beach
Masiel, Andrew	Pechanga Band of Luiseno Mission Indians
O'Connor, Pam	City of Santa Monica
Pettis, Greg	City of Cathedral City
Young, Toni	City of Port Hueneme

1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE

Hon. Jon Edney, Vice Chair, City of El Centro, called the meeting to order at 10:05 a.m.

2.0 PUBLIC COMMENT PERIOD

There were no public comments.

3.0 REVIEW and PRIORITIZE AGENDA ITEMS

No agenda reprioritizations were made.

4.0 CONSENT CALENDAR

4.1 Approval Items

4.1.1 Minutes of February 7, 2008 Meeting

4.1.2 Charter of the Contracts Subcommittee

4.2 Receive & File

4.2.1 Contracts/Purchase Orders and MOUs between $5,000 - $250,000

Hon. Alan Wapner stated that he may have a conflict of interest with the Contract Vendor, IBI Group and therefore asked to be recused from the discussions.

A motion was made (Ovitt) to approve the Consent Calendar. Motion was seconded (Washburn) and UNANIMOUSLY APPROVED.

5.0 ACTION ITEMS

5.1 Increase the Informal Contract Threshold from $25,000 to $50,000

At the January 31, 2008 Contracts Subcommittee meeting, the subcommittee approved and recommended the following potential strategies for increasing competition for SCAG's contracting opportunities.

1. Continuing vendor outreach efforts, specifically attending various tradeshows and registering new potential suppliers into SCAG's bid notification system.
2. Continuing to conduct follow up surveys when SGAG receives less than 2 bids to determine why potential bidders did not bid.
3. Contacting local Chambers of Commerce.

4. Increasing the informal contracting threshold (the threshold used to determine whether or not a purchase will require more than 3 bids) from $25,000 to $50,000.

In order to come in line with like agencies, the Subcommittee voted to recommend to the Administration Committee to approve increasing the informal bidding threshold from $25,000 to $50,000.

A motion was made (Clark) to approve staff's recommendation. Motion was seconded (Ovitt) and UNANIMOUSLY APPROVED.

5.2 The Fiscal Year 2008-2009 Comprehensive Budget

Hasan Ikhrata, Executive Director gave a brief overview of the FY 08-09 Comprehensive Budget. Mr. Ikhrata explained that there were four specific factors that contributed to an approximately five million dollar reduction in the budget, compared to FY 07-08:

- SCAG'S commitment to pre-fund its retiree health benefit over five years increased agency costs to $1.3 million dollars.
- SCAG'S commitments over the past few years resulted in a significant increase in staffing levels and consultant work.
- SCAG's non-federal grant funding has been reduced by $3 million.
- SCAG's federal grant funds availability has decreased by $1 million.

SCAG's management has determined that it is necessary to scale back staffing and project commitments that are not mandated, and focus priorities on the agency's core mission.

Mr. Ikhrata stated that he has notified the subregions of this action as well as communicated to staff regarding the significant reductions in consultant budgets and overall staffing reductions. The main goal is to stabilize the organization by July 1, 2008. Mr. Ikhrata also stated that he is presently working on a three year business plan that will be presented to the Committee at a later time.

Wayne Moore, CFO discussed the Comprehensive Budget report which was distributed at the meeting. Mr. Moore highlighted and gave a brief description of specific line items.

Regarding line item #60200: Health Insurance/GASB45, Hon. Alan Wapner recommended that a separate line item be included for each description. By separating the line item descriptions, it will be easier to measure the true GASB45 cost and the actual health insurance cost for current employees.

Hon. Edney asked the committee members to send any budget related concerns to Mr. Moore via email. He also stated that further discussion of the FY 08-09 Budget will take place at the April 3, 2008 Administration Committee meeting.

Mr. Moore stated that the Overall Work Program will be available online on March 7, 2008, and the Comprehensive Budget summary would be available online today.

A motion was made (Washburn) to release the Draft Overall Work Program (OWP) for public review. Motion was seconded (Baldwin) and UNANIMOUSLY APPROVED.

5.3 Depositaries and Investments

The Investment Subcommittee directed staff to explore additional options for fund depositories and investments. At the February 25, 2008 meeting, the Subcommittee voted to recommend to the Administration Committee that the SCAG Bylaws be amended as follows.

Under Article VIII (FINANCES) of the Bylaws, paragraph H to be added:

H. Depositaries and Investments
In addition to the depositary and the disbursing officer as specified in Section 7 of Southern California Association of Governments Agreement, the Regional Council may authorize additional depositaries and those authorized to disburse the Association's funds, and may specify the terms and conditions pertaining thereto.

Mr. Joe Burton, Chief Counsel requested that the phrase "Joint Powers Agreement" be added in parenthesis after the word "Agreement" in the previous statement.

A motion was made (Washburn) to approve staff's recommendation. Motion was seconded (McCallon) and UNANIMOUSLY APPROVED.

5.4 Funding for the City Profile Reports in the Inland Empire

Ms. Huasha Liu, Manager Program Development, gave a brief summary of the request to acquire professional services from Dr. John Husing as an exception to the competitive procurement policy. Dr. John Husing is a recognized expert for the Inland Empire on local economic related issues. Staff proposes to acquire the services of Dr. John Husing to complete profile reports for the Inland Empire cities in the SCAG region. The city profile reports will provide a basis to support local transportation planning efforts in relation to land use and growth. An approval by the Administration Committee will result in the use of $150,000 in TDA funds, available from the TDA fund balance.

Hon. Dennis Washburn expressed some concerns regarding the dissemination process due to the scheduled budget cuts at SCAG.

Hasan Ikhrata stated it would be staff's recommendation to commence the work on the city profile reports this fiscal year. A discussion ensued regarding staff's recommendation.

Hon. Jon Edney stated that it appeared the comfort level of the committee was not in line with moving this item for approval. Mr. Edney asked staff if it was their preference to have the Committee act on the matter today, or to bring the item back next month with additional information in order to evaluate staff's recommendation more fully. Hasan Ikhrata asked the Committee to make a motion on the item today.

Hon. Edney called for the motion.

A Motion was made (Dixon) to defer item to the April 3, 2008 Administration Committee meeting. Motion was seconded (McCallon) and UNANIMOUSLY APPROVED.

SUBCOMMITTEE REPORTS
There were no reports submitted

11.0 INFORMATION ITEMS

11.1 CFO Monthly Financial Report

Due to time constraints, Hon. Jon Edney, Vice Chair, directed staff to discuss the CFO Monthly Report at the April 3, 2008 Administration Committee meeting.

12.0 STAFF REPORT

There was no staff report given.

13.0 FUTURE AGENDA ITEMS

- The Fiscal Year 2008-2009 Comprehensive Budget, (Wayne Moore)
- Funding for the City Profile Reports, (Huasha Liu)

14.0 ANNOUNCEMENTS

There were no announcements.

15.0 ADJOURNMENT

The next meeting of the Administration Committee will be held on Thursday, April 3, 2008.

Minutes Approved by:

Wayne Moore, Chief Financial Officer
Staff to the Administration Committee

ADMINISTRATION COMMITTEE ATTENDANCE REPORT

2008

X = County Represented | X = Attended | = No Meeting | NM = New Member

Member (including Ex-Officio) LastName, FirstName	Representing	IC	LA	OC	RC	SB	VC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Aldinger, Jim*	Manhattan Beach		X					X	X	X									
Baldwin, Harry*	San Gabriel		X					X	X	X									
Burke, Yvonne*	Los Angeles County		X					X	X	X									
Clark, Margaret*	Rosemead		X					X	X	X									
Cook, Debbie*	Huntington Beach			X				X	X	X									
Dixon, Richard*	Lake Forest			X				X	X	X									
Edney, Jon* Vice Chair	El Centro	X						X	X	X									
Loveridge, Ronald, Chair*	Riverside				X			X	X										
Lowenthal, Bonnie	Long Beach		X																
Masiel, Andrew*	T.A.S.I.N.					X													
McCallon, Larry*	Highland					X			X	X									
Nowatka, Paul*	Torrance		X						X	X									
O'Connor, Pam*	Santa Monica		X					X											
Ovitt, Gary*	San Bernardino County					X			X	X									
Parks, Bernard*	Los Angeles		X							X									
Pettis, Gregory*	Cathedral City				X			X											
Roberts, Ron*	Temecula				X				X	X									
Ten, Mike*	South Pasadena		X					X	X	X									
Wapner, Alan*	Ontario					X		X	X	X									
Washburn, Dennis*	Calabasas		X					X	X	X									
Young, Toni *	Port Hueneme						X	X	X										
	Totals	1	11	1	3	4	1												

* Regional Council Member

Doc #133272 3/13/2008 2:37 PM ADMIN ATTENDANCE--Summers

REPORT

DATE: April 3, 2008

TO: Regional Council and Administrative Committee

FROM: Bob Huddy, Transportation Program Manager, 213-236-1972, huddy@scag.ca.gov

SUBJECT: MOU between SCAG, SANBAG, and RCTC regarding the JARC and New Freedom Grant Programs

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:

Authorize the Executive Director to enter into and execute a Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG), San Bernardino Associated Governments (SANBAG) and Riverside County Transportation Commission (RCTC) for the federal Job Access Reverse Commute (JARC) and New Freedom grant programs.

SUMMARY:

SCAG acts as the designated recipient of the Federal Transit Administration (FTA) JARC and New Freedom grant funds under 49 USC Sections 5316 and 5317, for the large urbanized areas of Riverside and San Bernardino Counties. SCAG seeks to enter an MOU with SANBAG and RCTC, acting as subrecipients of such grant funds in fiscal year (FY) 2008-09, to set forth respective roles and responsibilities. The MOU would incorporate a program management plan agreed upon by the parties to ensure compliance with the grant requirements.

SCAG will be responsible for managing grant distribution and oversight for subrecipients receiving funds under these programs. SANBAG and RCTC are the lead agencies in their respective counties responsible for development of a coordinated Public Transit-Human Services Transportation Plan, in accordance with 49 USC Sections 5316 and 5317 and FTA Circulars C 9050.1 and C 9045.1. Under the MOU, SANBAG and RCTC will be responsible for the following actions, as a condition of receiving the grant funds:

1) Administering and conducting an area-wide Competitive Selection process;

2) Certifying a fair and equitable distribution of funds resulting from the competitive selection process;

3) Certifying that each project selected was derived from a locally developed, coordinated Public Transit-Human Services Transportation Plan;

4) Certifying that local plans are developed through a process that included representatives of public, private, and non-profit transportation and human services providers and participation by the public; and

5) Submitting reports as required by FTA.

#144663 v2 - final JARC/NF Agenda Item

REPORT

BACKGROUND:

The Safe Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Pub.L. 109-059; enacted August 10, 2005) changed the JARC and New Freedom programs from discretionary to formula grant programs and set forth new requirements, under 49 USC 5316 and 5317. On May 1, 2007, FTA issued new circulars which provide guidance for receiving funds under these programs. SCAG staff has been working with SANBAG and RCTC staff to coordinate compliance with the new requirements.

The JARC program is for projects relating to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment, and for public transportation projects designed to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities (49 USC §5316). The New Freedom program is for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services (49 USC §5317).

On January 9, 2008, SANBAG approved a final report regarding the "Public Transit-Human Services Transportation Coordination Plan for San Bernardino County." RCTC has scheduled consideration of their plan for April 11, 2008.

Regional Council action is needed at this time to assure that the requested MOU is in place and grant requirements are satisfied in time for funds to be programmed in the 2008 Regional Transportation Improvement Program.

FISCAL IMPACT:

SCAG, as the Designated Recipient, is eligible for recovery of appropriate administrative costs, it is anticipated that those administrative costs would be recovered, and stipulated in the final MOU.

Reviewed by:

Division Manager

Reviewed by:

Department Director

Reviewed by:

Chief Financial Officer

#144663 v2 - final JARC/NF Agenda Item

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: Wayne Moore, CFO, 213-236-1804, moore@scag.ca.gov

SUBJECT: LINE OF CREDIT RENEWAL

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Recommend that the Regional Council adopt Resolution # 08-496-2, Resolution to Borrow, renewing SCAG's line of credit with Bank of the West.

BACKGROUND:
SCAG has had a $5 million line of credit at Bank of the West since November 15, 2002. It has been regularly renewed and is an important part of SCAG's financial framework. It provides access to a ready source of cash should the need arise.

ANALYSIS:
Advances under the line of credit are secured by an assignment of all monies due, or to be due, from Caltrans. Advances must be in minimum amounts of $350,000 and are due within 45 days. The need for such financing would arise in the event of a mismatch between SCAG's payments to vendors and subsequent reimbursement from its funding partners.

The existing extension expired by its terms on December 31, 2007. However, the parties desire to enter into a new extension effective January 1, 2008, with some modification to the terms. The prior extension required that SCAG submit its Comprehensive Annual Financial Report within 160 days of fiscal year-end and interim financial reports monthly. New terms have been negotiated that require submission of the CAFR within 180 days of year-end with quarterly interim reporting. In addition, this renewal enables the agreement to reflect current interest rates, specifically 6% instead of 8.25%. Finally, the RC must act at this time to approve a new Resolution to Borrow naming Hasan Ikhrata as Executive Director. The resolution identifies the Executive Director by name and he alone is authorized to draw on the Line of Credit. The new agreement expires on February 28, 2009.

A copy of the agreement is attached.

FISCAL IMPACT:
SCAG will be charged interest at the annual rate of 6% on any borrowings under the line of credit. A fee of $5,000 is due in connection with the renewal. The FY08 budget includes the renewal fee but not any amount for interest expense.

Reviewed by:

Division Manager

Reviewed by:

Chief Financial Officer

SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

Main Office

818 West Seventh Street

12th Floor

Los Angeles, California

90017-3435

t (213) 236-1800

f (213) 236-1825

www.scag.ca.gov

Officers

President
Gary Ovitt, San Bernardino County

First Vice President
Richard Dixon, Lake Forest

Second Vice President
Harry Baldwin, San Gabriel

Immediate Past President
Yvonne B. Burke, Los Angeles County

Policy Committee Chairs

Administration
Ronald O. Loveridge, Riverside

Community, Economic and Human Development
Jon Edney, El Centro

Energy and Environment
Debbie Cook, Huntington Beach

Transportation and Communications
Alan D. Wapner, Ontario

RESOLUTION #08-496-2
OF THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
TO BORROW

WHEREAS, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, a Metropolitan Planning Organization ("MPO") has made application to BANK OF THE WEST (the "Bank") for credit accommodations which may consist of but shall in no way be limited to the following: the renewal, continuation or extension of an existing obligation; the extension of a new loan, line of credit or commitment; the issuance of letters of credit or banker's acceptances; or the purchase or sale through Bank of foreign currencies.

RESOLVED, that Hasan Ikhrata, as the Executive Director of the MPO, is authorized, in the name of and on behalf of the MPO to:

(a) Borrow money from the Bank in such amounts and upon such terms and conditions as are agreed upon by the officers of the MPO and the Bank; and execute and deliver or endorse such evidences of indebtedness or renewals thereof or agreements therefor as may be required by the Bank, all in such form and content as the officers of the MPO executing such documents shall approve (which approval shall be evidenced by the execution and delivery of such documents); provided, however, that the maximum amount of such indebtedness shall not exceed the principal sum of $5,000,000.00 exclusive of any interest, fees, attorneys' fees and other costs and expenses related to the indebtedness.

(b) Execute such evidences of indebtedness, agreements, security instruments and other documents and to take such other actions as are herein authorized.

(c) Sell to or discount or re-discount with the Bank any and all negotiable instruments, contracts or instruments or evidences of indebtedness at any time held by the MPO; and endorse, transfer and deliver the same, together with guaranties of payment or repurchase thereof, to the Bank (for which the Bank is hereby authorized and directed to pay the proceeds of such sale, discount or re-discount as directed by such endorsement without inquiring into the circumstances of its issue or endorsement or the disposition of such proceeds).

(d) Withdraw, receive and execute receipts for deposits and withdrawals on accounts of the MPO maintained with the Bank.

(e) Grant security interests and liens in any real, personal or other property belonging to or under the control of the MPO as security for any indebtedness of the MPO to the Bank; and execute and deliver to the Bank any and all security agreements, pledges, mortgages, deeds of trust and other security instruments and any other documents to effectuate the grant of such security interests and liens, which security instruments and other documents shall be in such form and content as the officers of the MPO executing such security instruments and other documents shall approve and which approval shall be evidenced by the execution and delivery of such security instruments and other documents.

(f) Apply for letters of credit or seek the issuance of banker's acceptances under which the MPO shall be liable to the Bank for repayment.

(g) Purchase and sell foreign currencies, on behalf of the MPO, whether for immediate or future delivery, in such amounts and upon such terms and conditions as the officer(s) authorized herein may deem appropriate, and give any instructions for transfers or deposits of monies by check, drafts, cable, letter or otherwise for any purpose incidental to the foregoing, and authorize or direct charges to the depository account or accounts of the MPO for the cost of any foreign currencies so purchased through the Bank.

(h) Enter into derivative transactions with the Bank, including but not limited to interest rate swaps, caps, floors and collars.

(i) To designate in writing to the Bank in accordance with the terms of any agreement or other document executed by the above-named individuals one or more individuals who shall have the authority to as provided herein, to:

(1) request advances under lines of credit extended by the Bank to the MPO;

(2) apply for letters of credit or seek the issuance of banker's acceptances under which the MPO shall be liable to the Bank for repayment;

(3) make deposits and receive and execute receipts for deposits on accounts of the MPO maintained with the Bank;

(4) make withdrawals and receive and execute receipts for withdrawals on account of the MPO maintained with the Bank;

(j) Transact any other business with the Bank incidental to the powers hereinabove stated.

RESOLVED FURTHER, that all such evidences of indebtedness, agreements, security instruments and other documents executed in the name of and on behalf of the MPO and all such actions taken on behalf of the MPO in connection with the matters described herein are hereby ratified and approved.

RESOLVED FURTHER, that the Bank is authorized to act upon these resolutions until written notice of their revocation is delivered to the Bank.

RESOLVED FURTHER, that an authorized officer of the MPO be, and hereby is, authorized and directed to prepare, execute and deliver to the Bank a certified copy of the foregoing resolutions.

I do hereby certify that I am an authorized officer of SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, and I do hereby further certify that the foregoing is a true copy of the resolutions of the Board of Directors of the MPO adopted and approved at a meeting which was duly called and held in accordance with all applicable provisions of law, on the _____ day of _____, 2008, at which meeting a majority of the Members of the Regional Council of the MPO was present and voted in favor of the resolutions.

I hereby further certify that such resolutions are presently in full force and effect and have not been amended or revoked. I do further certify that the following persons have been duly elected and qualified as and, this day are, officers of the MPO, holding their respective offices appearing below their names, and that the signatures appearing opposite their names are the genuine signatures of such persons.

Hasan Ikhrata
(Name of Officer)

_____
(SIGNATURE)

Executive Director
(Title of Officer)

IN WITNESS WHEREOF, this document is executed as of the ___ day of _____, 2008.

NAME OF MPO:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

BY:_____

NAME: _____, Authorized Officer

04844681190000008100960

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$5,000,000.00	11-15-2002	02-28-2009	810		0484468119	***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
818 West Seventh Street, 12th Floor
Los Angeles, CA 90017

Lender: BANK OF THE WEST
Pasadena CBO #249
911 E Colorado Blvd., Ste. 300
Pasadena, CA 91106
(888) 457-2692

Principal Amount: $5,000,000.00 **Initial Rate: 6.000%** **Date of Agreement: December 31, 2007**

DESCRIPTION OF EXISTING INDEBTEDNESS. Amended and Restated Financing Agreement (the "Agreement") dated November 15, 2002, in the original principal amount of $5,000,000.00, as amended.

DESCRIPTION OF COLLATERAL. Master Fund Transfer Agreement Contract Number SCAGMFTA dated July 1, 1996.

DESCRIPTION OF CHANGE IN TERMS.

1. **Extension of Expiration Date.** The Expiration Date provided for in Section 1.1.5 of the Agreement shall be extended to February 28, 2009.

2. **Modification of Reporting and Certification Requirements.** Sections 6.1 (i) and 6.1 (ii) of the Agreement are deleted in their entirety and the following are substituted in lieu thereof:

6.1 (i) Not later than 180 days after the end of each of the MPO's fiscal years, a copy of the audited annual financial statements and reports of the MPO for such year.

6.1 (ii) Not later than thirty (30) days after the end of each quarter, the MPO's quarterly financial report as of the end of each quarter.

3. **Conditions Precedent.** As a condition precedent to the effectiveness of this Change in Terms Agreement, Borrower agrees to pay Lender a loan fee in the amount of $5,000.00.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

CHANGE IN TERMS SIGNERS:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By:_____
Hasan Ikhrata, Executive Director of SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

BANK OF THE WEST

By:_____
Gregg Hessick, Vice President of BANK OF THE WEST

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. CA C:\CFI\LPL\D20C.FC TR-26622 PR 52

MEMO

DATE: April 3, 2008

TO: Administration Committee and Regional Council

FROM: Wayne Moore, Chief Financial Officer, (213) 236-1804, moore@scag.ca.gov

SUBJECT: Amendments, Contracts and Purchase Orders between $5,000 - $250,000

RECOMMENDED ACTION:

Information Only

BACKGROUND:

SCAG amended the following contract between $5,000 and $250,000

Vendor	Amendment Purpose	Amended Amount
DMJM +Harris (07-080-C1)	Increase the existing contract to allow consultant to perform additional scheduling and training services	$33,964

SCAG executed the following contracts between $5,000 and $250,000

Vendor	Contract Purpose	Contract Amount
LBL Technology Partners (08-032-C1)	This project will assist SCAG in developing disaster recovery procedures to prepare for future incidents that could jeopardize our core mission and long-term health	$140,500
Applied Geographics, Inc (08-030-C1)	SCAG is implementing an Enterprise Geographic Information System (GIS), which will promote efficient system management and operations by making GIS data accessible to SCAG staff and the public	$73,900
Applied Geodetics, Inc. (08-027-C1)	This project will provide SCAG and the City of Palmdale with the ability to access accurate data both quickly and efficiently in an emergency situation	$73,864
Urban Crossroads, Inc. (08-028-C1)	The Consultant will evaluate the projected demand in regional, interregional, and international travel, and identify transportation infrastructure needs to address this demand	$69,683

MEMO

SCAG executed the following Purchase Orders(PO's) between $5,000 and $250,000

Vendor	PO Purpose	PO Amount
Neko Industries	This project will implement an Electronic Content Management system to assist SCAG with managing its critical documents	$245,616
SAP Public Service	SAP software support	$28,759
Latitudes Graphics	Open PO for Geocortex tech support	$15,000
Dell Marketing	Purchase of two TranCAD servers	$12,866
County of San Bernardino	Re-imbursement	$12,238
Eclipse Printing & Graphics	SCAG letterheads and envelopes	$12,187
Microsoft TechNet	Open PO for Microsoft tech support	$11,000
DI Technology Group	HP printer cartridge supplies	$6,500
The Coalition For America's Gateways	SCAG Membership	$5,000
Business Objects Americas	Open PO for Business Objects tech support	$5,000

FISCAL IMPACT:

None. Funding is available.

Reviewed by: Hayton M. Morgan
Division Manager

Reviewed by:
Chief Financial Officer

AMENDMENT TO CONSULTANT CONTRACT 07-080-C1

Consultant: DMJM + Harris, Inc.

Purpose & Scope: The purpose of this amendment is to add $34,964 to the existing contract 07-080-C1 with DMJM + Harris, Inc. to perform additional scheduling and training services.

SCAG originally competed RFP 07-080 to retain the services of a Consultant to among other things:

- Assess SCAG's operating environment
- Recommend a software solution
- Implement the software solution
- Provide training

The scheduling software solution was intended to provide executive management a tool to use to help ensure that all SCAG planning activities identified in the Overall Work Program (OWP) were implemented in a disciplined, well-managed, consistent, coordinated and integrated manner.

The Consultant's original scope of work included developing a limited number of schedules, implementing a progress measurement tool, and training staff to manage project schedules. The consultant was also required to provide ongoing schedule development and update support.

Further, one of the key components needed to maximize the use of the system is the development of Statements of Work, which are used to develop project implementation plans. It was determined that Statement of Work training would improve the accuracy of project plans.

Therefore, the additional schedules and Statements of Work SOW training were amended into the contract.

This amendment is within the 30% increase authorized in Section 1.4.4of the SCAG Contacts Manual.

Contract Amount:

Original contract value	$113,216
Amendment 1	$33,964
Total not to exceed	**NTE $147,180**

Contract Period:

Original Contract - June 25, 2007 through June 30, 2008
Amendment 1 - January 1, 2008 through June 30, 2008

Work Element:

07-820.SCGC1 -	$13,216	(Funding source: FTA)
08-120.SCGC1 -	$100,000	(Funding source: FTA)
08-120.SCGC2 -	$33,964	(Funding source: FTA)

CONSULTANT CONTRACT - 08-032-C1

Recommended Consultant: LBL Technology Partners

Background & Scope of Work: This program is the first step in the development of a comprehensive Business Continuity and Disaster Recovery Plan. Business Continuity Planning is part of SCAG's risk management program. This project will assist SCAG in developing the organizational culture and processes to prepare for future incidents that could jeopardize our core mission and long-term health. Incidents may include: local incidents like fires, power disruptions or technical system failures and regional incidents, like earthquakes or social unrest; national incidents, like pandemic illness. Completing a comprehensive Business Continuity Plan will bring the organization in line with general best practices, as well as into compliance with past audit findings regarding contingency planning.

SCAG has in place disparate components of a Business Continuity program. The current procedures cover limited aspects of Emergency Preparedness and IT Disaster Recovery. SCAG has identified a need to develop a comprehensive Business Continuity program. SCAG will develop tested processes that enable the recovery of people, workspaces and technology to safeguard resources, reduce disruption, and ensure organizational stability. This contract provides key building blocks in the development of this comprehensive program.

The elements of this contract are:

1. Business Impact Analysis (BIA) Report, to include a ranking of all critical business functions and requirements for recovery
2. Disaster Recovery Plan, to include communications strategy, roles & responsibilities, and recovery processes
3. Test Plans and Training Materials
4. Technology Recommendations and Data Center Facility Selection
5. Data Center Implementation
6. Final Report and Recommendations
7. Ongoing consulting services to update the plan and review recovery technology as required

Contract Amount:

Total not to exceed	**$140,500.00**
FY '08 BIA and Plan Development	$57,000.00
FY '09 Testing and Implementation	$27,500.00
Optional FY '10 Plan Updates & Consulting	$28,000.00
Optional FY '11 Plan Updates & Consulting	$28,000.00

Contract Term: March 10, 2008 – October 31, 2008
Option One Term: November 1, 2008 – October 31, 2009
Option Two Term: November 1, 2009 – October 31, 2010

Work Element:

08-850.SCGS9	$57,000	Funding Sources: Consolidated Planning Grant – FHWA & FTA, Indirect Cost
09-850.SCGS9	$27,500	Funding Sources: Consolidated Planning Grant – FHWA & FTA, Indirect Cost
10-850.SCGS9	$28,000	Funding Sources: Consolidated Planning Grant – FHWA & FTA, Indirect Cost
11-850.SCGS9	$28,000	Funding Sources: Consolidated Planning Grant – FHWA & FTA, Indirect Cost

Request for Proposal: (RFP)

SCAG staff notified 280 firms of the release of RFP No. 08-032. A total of 48 firms downloaded the RFP. The following seven (7) proposals were received in response to the solicitation:

	FY08-FY09	Optional FY10-FY11	Total
Ecotech Consulting	$60,786.00	$21,600.00	$82,386.00
LBL Technology	$84,500.00	$56,000.00	$140,500.00
PlanNet Consulting	$71,660.00	$75,520.00	$147,180.00
Wave	$338,100.00	$63,200.00	$401,300.00
Advisage, LLC	$369,120.00	$38,400.00	$407,520.00
Unisys Corp.	$ 450,000.00	$136,000.00	$586,000.00
MGT of America	$ 567,860.00	NR*	NR*

NR - No Response*

Selection Process:

The selection process resulted in the team's recommendation to award the contract to LBL Technology Partners. SCAG will engage LBL in two project phases, Disaster Recovery Planning and Data Center Selection and Implementation.

The Proposal Review Committee (PRC) was comprised of the following individuals:

- Catherine Chavez, Manager, Information Technology, SCAG
- Victor Ryden, Senior Systems Administrator, Information Technology, SCAG
- Jianhong Sun, Programmer Analyst (Database Administrator), Information Technology, SCAG

The PRC evaluated all seven (7) proposals. Ecotech submitted the lowest bid; however, this proposal was eliminated from the short list

based on incomplete responses and lack of references for projects of similar scope. Interviews were held with two (2) firms who made the short list:

LBL Technology Partners
PlanNet Consulting

Basis for Selection: Selection of LBL Technology Partners was based on the following criteria:

1. **Technical Approach** –Demonstrated superior knowledge of advanced technology to facilitate recovery; Superior approach to Business Impact Analysis (BIA) and testing
2. **Cost** – Reasonable planning and consulting costs
3. **Project Management** – Clear and detailed descriptions of project tasks; Comprehensive checklists to expedite data gathering; Schedule consistent with Scope of Work
4. **References** – Letters of Recommendation from several local public sector entities; Listed over 100 clients in Business Continuity and Security Assessment projects
5. **Consultant Credentials** – Project team members certified in Business Continuity programs

Although PlanNet Consulting submitted a proposal that was lower in initial cost, the 4-year cost was higher than LBL. PlanNet did not submit as wide a range of references from the public sector, nor did they provide as much detail on project approach as LBL. For example, LBL provided detailed checklists of the data gathering process, such as an in-depth Business Impact Analysis (BIA) questionnaire, which PlanNet did not. During the interview, LBL demonstrated higher technical proficiency and presented creative ideas for improving SCAG's data center environment.

LBL Technology Partners provided a balanced, responsive, and proactive approach to SCAG's Business Continuity planning needs. LBL employs a team approach that emphasizes organizational input and knowledge transfer. They have the necessary qualifications and track record to assist SCAG in building a comprehensive recovery strategy to reduce disruption and business risk.

CONSULTANT CONTRACT 08-030-C1

Recommended Consultant: Applied Geographics, Inc.

Background & Scope of Work: The Southern California Association of Governments (SCAG) is the largest of nearly 700 councils of governments in the United States, functioning as the Metropolitan Planning Organization (MPO) for six counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura. To best serve the communities of Southern California, SCAG developed the following Mission Statement:

Leadership, vision, and progress, which promote economic growth, personal well-being, and livable communities for all Southern Californians.

The Association will accomplish this Mission by:

- *Developing long-range regional plans and strategies that provide for efficient movement of people, goods and information; enhance economic growth and international trade; and improve the environment and quality of life.*
- *Providing quality information services and analysis for the region.*
- *Using an inclusive decision-making process that resolves conflicts and encourages trust.*
- *Creating an educational and work environment that cultivates creativity, initiative, and opportunity*

To achieve this mission, SCAG is implementing an Enterprise Geographic Information System (GIS), which will promote efficient system management and operations by making GIS data accessible to SCAG staff and the public.

Contract Amount: **Total not to exceed - Firm Fixed Fee** **$73,900**
Applied Geographics, Inc (Prime)
Farallon Geographics, Inc. (subcontractor)

Contract Period: January 31, 2008 through June 30, 2008

Work Element: 08-045.SCGC1 $73,900 Funding Sources: Consolidated Planning Grant – FTA & TDA

Request for Proposal: (RFP) SCAG staff notified 462 firms of the release of RFP No. 08-030. The RFP was also advertised on Lawley Publications' website, the

Planning Magazine's website, and posted on SCAG's bid management system. A total of 112 firms downloaded the RFP. The following seven (7) proposals were received in response to the solicitation:

Applied Geographics, Inc	$73,900
RNR Consulting	$52,217
Fugro EarthData, Inc.	$68,500
Eco & Associates, Inc.	$69,000
PBS&J	$73,000
Geographic Information Services, Inc.	$74,479
Integrated Spatial Solutions, Inc.	$75,000

Selection Process:

The Proposal Review Committee (PRC) evaluated all seven proposals in accordance with the criteria set forth in the RFP, and the selection process was conducted in a manner consistent with all applicable Federal and State contracting regulations. Interviews were held with the three (3) top offerors.

The PRC was comprised of the following individuals:

Alex Yu, Lead Programmer Analyst, SCAG
Dimitris Poulakidas, Program Manager, SCAG
Nina Tozzi, Sr. Programmer Analyst, SCAG
Victor Ryden, Lead System Analyst, ACAG
Linda, Taira Corridor & Special Studies Branch Chief, CALTRAN District 7

Basis for Selection:

The PRC recommends Applied Geographics (AppGeo) Inc. for the contract award for the following reasons:

- AppGeo presented a comprehensive approach for developing SCAG's Enterprise GIS and demonstrated the clearest understanding of SCAG's goals, objectives and expectations for this project
- AppGeo has 16 years of experience in developing enterprise GIS systems and applications for MPOs, and public and private planning organizations.
- AppGeo's excellent technical approach, especially with regard to identifying and interviewing cases studies of other MPOs (comparable to SCAG) that have implemented enterprise GIS. SCAG will benefit from the experience and lessons learned by these MPOs.
- AppGeo's flexibility and preparedness to handle unexpected situations and uncertainties that might arise during the project, and to meet the completion deadline without compromising the quality of deliverables

- AppGeo's overall quality and commitment of the project team

AppGeo will complete the demanding tasks within the limited budget and has committed to deliver all specified products by June 30, 2008.

AppGeo has assembled a solid project team for the project, with very reasonable resource allocation and cost profile. AppGeo is recognized for its thorough, innovative, and quality work in the field of Enterprise GIS Application Development. AppGeo is an award-winning Environmental Systems Research Institute (ESRI) Business partner who was named the ESRI Foundation Partner of the Year for Northeast in 2001. AppGeo was also awarded a General Service Administration (GSA) Schedule award for Professional Information Technology Services in 2003. With 16 years of applied experience and over 500 satisfied clients from the federal, state, and local government, AppGeo is a pioneer and a leader in the development of Enterprise GIS Applications. The project manager also demonstrated an excellent understanding of the key project objectives including our desire to make SCAG a nationwide model of an MPO for the implementation of Enterprise GIS.
Environmental Systems Research Institute

CONSULTANT CONTRACT- 08-027-C1

Recommended Consultant: Applied Geodetics, Inc.

Background & Scope of Work: City, County, State and Federal agencies need to have an accurate evacuation plan based on up-to-date information. Rapid access to this information in many cases can mean the difference between life and death. This project will provide SCAG and the City of Palmdale with the ability to access accurate data both quickly and efficiently in an emergency situation. The data collected in this project will provide the city with the information to validate or update the existing emergency evacuation plan related to evacuation routes.

The purpose of this project is to validate or update the city's existing emergency evacuation plan. To accomplish this, it is necessary to collect various information that could affect the evacuation of the public in an emergency such as a major earthquake or flood. The main objectives of this project include creating citywide building footprint layer, tying land use data to building footprints, identifying drainage infrastructure adjacent to and beneath transportation corridors, developing primary employment and high-density population locations, completing an evaluation of transportation and transit route information, and making recommendation for changes to the evacuation plan.

Contract Amount:

Total not to exceed	**$73,864**
Applied Geodetics, Inc. (prime)	$73,864

Contract Period: January 29, 2008 through June 30, 2008

Work Element: 08-040.NLAC2 $75,000 Funding Sources: Consolidated Planning Grant – FHWA & FTA

Request for Proposal: (RFP) SCAG staff notified 405 firms of the release of RFP No. 08-027. The RFP was also advertised on Urban Transportation Monitor's website (lawleypublications.com), American Planning Association's website, and posted on SCAG's bid management system. A total of 86 firms downloaded the RFP. The following seven proposals were received in response to the solicitation:

Applied Geodetics (2 subcontractors)	$73,864
Pictomertry International Corp. (no subcontractors)	$42,750
TTK Maps (no subcontractors)	$65,000
TranSystems (no subcontractors)	$67,536

Infotech Enterprises America, Inc. (no subcontractors)	$68,395
Aerial Information Systems (2 subcontractors)	$74,548
Resource Management Institute (no subcontractors)	$75,000

Selection Process:

The Proposal Review Committee (PRC) evaluated all seven proposals in accordance with the criteria set forth in the RFP, and rated them using the Proposal Evaluation Score Sheet included in the RFP. The selection process was based on the highest-ranking proposals and was conducted in a manner consistent with all applicable Federal and State contracting regulations. Interviews were held with top four offerors.

The PRC was comprised of the following individuals:

Marc Zuber, Assistant GIS Specialist, City of Palmdale
Jim Deyo, Associate GIS Specialist, City of Palmdale
Mike Behen, Senior Transportation Planner, City of Palmdale
Linda Taira, Branch Chief Corridor Study, Caltrans
Ping Wang, Senior GIS Analyst, SCAG

Basis for Selection:

The PRC committee recommends Applied Geodetics, Inc. teaming with Public Safety Consultants Northwest and Weston Solutions, Inc. for the contract award because of the team's qualifications to fulfill the requirements of the project. The Applied Geodetics team has extensive experience designing and implementing GIS and Emergency/Disaster Preparedness projects, and specializes in both building footprints GIS database development and emergency evacuation plan analysis. The team has performed a considerable amount of work on similar applications in the SCAG region, specifically in the north Los Angeles County area.

The Applied Geodetics team is very knowledgeable about key issues and requirements in the City of Palmdale based on its previous local project experience. The team is willing and able to meet the highly demanding requirements of this project within a very limited five month time frame. In addition, the team is committed to performing the necessary quality control tools to ensure the delivered products meet or exceed the project needs.

CONSULTANT CONTRACT- 08-028-C1

Recommended Consultant: Urban Crossroads, Inc.

Background & Scope of Work: Forrester Road is currently Imperial County's most heavily traveled facility other than the state highway system. The corridor provides a critical north-south bypass around El Centro and Brawley for both people and goods movement. Projected growth in Imperial County in general, and at the Calexico Port of Entry in particular, are expected to result in negative mobility and safety issues along the corridor.

The Consultant will evaluate the projected demand in regional, interregional, and international travel, and identify transportation infrastructure needs to address this demand. Further, the selected Consultant will:

1. Develop and evaluate alternatives for improving the corridor.
2. Develop cost estimates and financial strategies for the alternatives.
3. Conduct a comprehensive public outreach effort to solicit public input and inform the decision-making process.
4. Summarize recommendations in a Draft and Final Report.

The preferred strategy approved by the IVAG Regional Council may be considered by SCAG for inclusion in a future RTP update.

Contract Amount: **Total not to exceed** **$69,683**
Urban Crossroads (no subcontractors)

Contract Period: Twelve months, from date of Notice to Proceed

Work Element: 08-060.IVGC1 $70,000 Funding Source: Consolidated Planning Grant – FHWA & FTA

Request for Proposal: (RFP) SCAG staff notified 253 firms of the release of RFP No. 08-028. The RFP was also advertised on Lawley Publications' website, the Planning Magazine's website, and posted on SCAG's bid management system. A total of 43 firms downloaded the RFP. The following three proposals were received in response to the solicitation:

Urban Crossroads, Inc. (no subcontractors)	$69,683
KOA Corporation (no subcontractors)	$69,997
Transtech Engineers, Inc. (no subcontractors)	$69,999

Selection Process: The Proposal Review Committee (PRC) evaluated all three proposals in accordance with the criteria set forth in the RFP, and the selection process was conducted in a manner consistent with all applicable Federal and State contracting regulations. Interviews were held with all three offerors.

The PRC comprised the following individuals:

Rosa Lopez, Administrative Analyst, IVAG
Bill Brunet, Director, Imperial County Public Works
Dennis Thompson, Caltrans District 11
Andre Darmanin, Assistant Regional Planner, SCAG
Ranjini Zucker, Senior Contracts Administrator, SCAG

Basis for Selection: The PRC recommends Urban Crossroads for the contract award for the following reasons:

- The firm's previous experience in performing quality travel demand model development projects, using the TransCAD Modeling Software.
- The firm's excellent technical approach relative to the others presented.
- The firm's overall quality and commitment of the project team.
- The firm's proposal demonstrated an excellent project understanding.

Urban Crossroads will complete the demanding tasks within the limited budget and timeframe specified in the RFP.

Urban Crossroads has assembled a solid team for the project, with a very reasonable resource allocation and cost profile. Urban Crossroads is recognized for its thorough, innovative, and quality work in the planning field. Urban Crossroads has a lengthy resume especially when it comes to their experience in the Imperial Valley. Relevant projects include the Imperial County Cross-Border Impacts Study and the Calexico Sphere of Influence Service Area Plan Traffic Analysis. Their team brings a multitude of multidisciplinary experience transportation planning and engineering and will be a key asset in moving this project forward.

CONSULTANT CONTRACT - P.O. 4500002764

Recommended Consultant: Neko Industries

Background & Scope of Work:

In FY07 SCAG conducted an assessment of the document management process. The study revealed limitations and inconsistencies in the existing document management systems and processes. A key finding is that SCAG is unable to manage critical documents in a full lifecycle process with efficiency and in full compliance with all relevant retention requirements.

Additionally, due to the nature of the agency's collaborative work, most critical documents require review and approval by management and expert staff. Today, paper copies are routed throughout the agency. This cumbersome process can take up to a week to complete and in certain circumstances, documents are misplaced and result in re-circulation and lost time.

The assessment determined that SCAG would benefit from a comprehensive Electronic Content Management (ECM) system that would help capture, manage, preserve and deliver electronic information. The solution would integrate with other applications to yield greater organizational efficiencies.

First phase is to install the system, convert existing electronic documents and databases, create the initial set of workflow processes, and incorporate scanned images when feasible. Second phase is to capture historical SCAG documents and integrate existing SCAG applications and databases such as the SCAG Web site and ESRI Geographic Information System (GIS). This integration is expected to take place during fiscal years 2009-2010. Integration with existing applications will add efficiencies for SCAG users during queries and searches for a wide variety of data.

P.O. Amount:

Total not to exceed	**$245,616**
FY '08 includes software and maintenance	$140,248
FY '09 includes modules and maintenance	$79,368
FY '10 includes maintenance fees	$26,000

P.O. Period: March 20, 2008 - June 30, 2008
The maintenance contract will extend indefinitely for life of system

Work Element: **08-850.SCGS9** $245,616 Funding Sources: Consolidated Planning Grant – FHWA & FTA, Indirect Cost

Request for Information: (RFI)

SCAG staff notified 16 firms of the release of RFI No. 08-023. The RFI was used to gather feature and cost comparisons of all available ECM solutions to enable decision on the best technical solution for SCAG. It was not known at that time if an RFP would be required because the State of California had completed a competitive ECM bid that was available for use by local agencies such as SCAG. The latter is in accordance with 49 CFR 18.36, which allows SCAG to enter into State and local intergovernmental agreements for procurements or use of common goods and services. The California Department of General Services Master Service Agreement (MSA) has been competitively bid and therefore if used, SCAG would not require a Request for Proposals (RFP) process. This turned out to be the case (see Basis for Selection below.)

The following ten proposals were received in response to the solicitation:

TCI	$ 104,810
Onbase	$ 140,248
Matrix Imaging	$ 143,714
Laserfiche	$ 153,100
Xerox	$ 155,000
General Networks Corporation	$ 176,453
OpenText	$ 237,694
Biztech	$ 266,467
Interwoven	$ 355,673
IBM	$ 491,218

Selection Process:

SCAG staff assembled a cross-functional team to develop product selection criteria and review the ECM market. SCAG released a Request For Information (RFI) in October, 2007.

Although TCI proposed the lowest bid for Enterprise Content Management software, their recommendation to install LaserFiche did not satisfy all requirements. LaserFiche had strong GIS integration and workflow tools but did not offer a robust records management module nor did they offer collaboration tools.

The selection process resulted in the team's recommendation to engage Hyland Software's reseller and integrator, Neko Industries, to assist in implementing a full ECM solution. Neko is an approved provider of ECM systems through the State of CA, based on a competitive bid process. SCAG will engage Neko in two project phases.

The Proposal Review Committee (PRC) evaluated ten (10) proposals. Product Demonstrations were held with three (3) vendors who made the short list.

Short List
Hyland Software
LaserFiche
OpenText

Interwoven also made the short list but was not able to comply with all user requirements and therefore did not proceed with a product demonstration.

The PRC was comprised of the following individuals:

- Catherine Chavez, Manager, Information Services, SCAG
- Javier Minjares, Senior Regional Planner, Information Services, SCAG
- Sam Liang, Sr. Programmer Analyst, Information Services, SCAG
- Royalan Swanson, Management Analyst, Business Operations Division, Consultant
- Ludlow Brown, Web/Graphic Designer, Communications Division, SCAG
- Van Nguyen, Sr. Business Systems Analyst, Information Services, Sapphire

Basis for Selection:

Selection was based on the following criteria:

1. **Usability** – Provides a Graphical User Interface (GUI) that can be used out-of-the-box with little customizations
2. **Integration with MS Office** – provides easy integration with MS Office applications
3. **Technology**- All vendors offer advanced technology for web and development tools such as Application Programming Interface (API), Dynamic Link Library (DLL's) and Java Appelets
4. **Implementation** – Provides a full ECM suite that requires few 3rd party software and fairly reasonable implementation time
5. **Scalability** – Vendors offer a scalable solution for future needs, such as integration with GIS, ERP and Finance
6. **Security**- All vendors offer security based on user role and document type
7. **Admin Support and Training**- GUI tools for administrators along with various forms of training (online, on-sight) available
8. **Cost** – Reasonable software and hardware implementation costs

A product evaluation form was sent out to members of the PRC after each product demonstration during the months of Nov.-Dec. 2007.

Committee members were asked to rank various functions on a scale of 1 to 4, with 4 being the highest value. OnBase's product ranked the highest from these evaluations with an average score of 3.55/4.0

Hyland Software's OnBase meets the majority of SCAG's requirements at a reasonable cost for software and professional services, the second lowest of all responses. Hyland offered a top tier product with reputable customer service. The team confirmed that Hyland has successfully implemented solutions in many government agencies as well as in the private sector.

OnBase software is available through California's MSA for Information Services. Onbase does not work directly with clients but uses a reseller and therefore, Neko Industries was available through the California MSA to implement Onbase software. Therefore, as previously stated, in accordance with 49 CFR 18.36, SCAG selected Neko Industries, without issuing an RFP.

Conclusively, the PRC committee recommends to pursue the state of California's Master Services Agreeement (MSA) for Document Imaging, Management and Workflow. This MSA will allow SCAG to procure services through Neko consulting for the implementation of Hyland OnBase's Enterprise Content Management Software. Through this MSA, SCAG will contract directly with Neko for consultation and implementation services for the Enterprise Content Management solution.

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: Wayne Moore, CFO, moore@scag.ca.gov, 213-236-1804

SUBJECT: ADJUSTMENT TO FY08 GENERAL FUND BUDGET

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:

Recommend the Administration Committee adopt and forward the adjusted FY08 General Fund budget to the Regional Council to adopt said budget.

BACKGROUND:

In the course of monitoring expenditure trends, staff have identified three accounts in the General Fund that will require adjustments to their current year budgets.

Payroll and bank fees (account #55441) requires $6,500 for the cost of processing RC payrolls. The training budget (account #55820) requires an additional $2,500 for the Southern California Leadership Training. The budget for RC meeting stipends requires an increase of $20,000 for additional meetings.

These increases total $29,000 and will be covered by a reduction in the budget for reserves (account #55980) leaving the total General Fund FY08 budget unchanged.

FISCAL IMPACT:

The FY08 General Fund budget remains the same overall at $1,557,154. See attached schedule.

Reviewed by:

Division Manager

Reviewed by:

Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

General Fund

FY08 Budget

		Adopted Budget	Adjustment	Amended Budget	Comments
	Staff & Fringe Benefits	48,083		48,083	
9914	Indirect Costs	51,771		51,771	
54300	SCAG Consultants	320,000		320,000	
54340	Legal costs	200,000		200,000	
55441	Payroll, bank fees	-	6,500	6,500	Payroll processing costs
55600	SCAG Memberships	33,000		33,000	
55820	Training	50,000	2,500	52,500	Southern California Leadership
55910	RC/Committee Meetings	22,000		22,000	
55912	RC Retreat	25,000		25,000	
55914	RC General Assembly	25,000		25,000	
55920	Other Meeting Expense	60,000		60,000	
55930	Miscellaneous other	49,800		49,800	
55940	Stipend - RC Meetings	130,000	20,000	150,000	Additional meetings
55972	Rapid Pay Fees	1,000		1,000	
55980	Reserve	330,000	(29,000)	301,000	
56100	Printing	7,500		7,500	
58100	Travel	56,000		56,000	
58150	Travel - Lodging over max	5,000		5,000	
58200	Travel - Registration fees	5,000		5,000	
58600	NARC Board Expense	3,500		3,500	
58700	RC Approved Costs	18,000		18,000	
58800	RC Sponsorships	116,500		116,500	
	Total General Fund	**1,557,154**	**-**	**1,557,154**	

REPORT

DATE: April 3, 2008

TO: Administration Committee and Regional Council

FROM: Wayne Moore, CFO, moore@scag.ca.gov, 213.236.1804

SUBJECT: FY 07-08 Overall Work Program Amendment 3

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Recommend that the Administration Committee adopt Resolution # 08-496-3, approving OWP Amendment 3 and forward to the Regional Council for adoption.

BACKGROUND:

A third adjustment (Amendment 3) is required to add new projects to the FY07-08 Overall Workplan (OWP). As a result of the 2nd quarter progress report and year-end forecast, amendment 3 will not require an increase to the FY07-08 OWP Budget. Amendment 3 consists of the following actions:

Project Additions:

- Harbor Subdivision Alternative Analysis – Partnership with Los Angeles County Metropolitan Transportation (LA Metro). The memorandum of understanding with LA Metro was approved at the Feb 7th 2008 Admin/Regional Council meetings. Action: Add project to current OWP and cash requirement for the remainder of the fiscal year ($100,000)
- Los Angeles County Congestion Pricing – Partnership with LA Metro.
  The initiative, both concept and partnership will be presented collectively before the Administration Committee and Regional Council. Action: Add project to current OWP and budget ($500,000)
- South Bay State Route 1 Corridor Microanalysis, South Bay Cities COG.
  A new subregional project deferred from the July OWP that was omitted from amendment #2
  Action: Add project to current OWP and budget ($125,000)
- Goods Movement Project Management, SCAG.
  Project consultant services will support SCAG's goods movement initiatives including the comprehensive regional goods movement, RRTP, pricing initiatives and other related work.
  Action: Add project to current OWP and budget ($75,000)

Fund Allocation Revisions:

- Compass Blueprint, SBG
  Project previously approved in the July, OWP. Action: increase FTA allocation and reduce local cash match contribution ($104,628)
- Maglev Alternative Analysis, SCAG

The project scope was revised during the 1st quarter and additional funds are required to complete analytical work. Project will complete by 6/30/2008. Action: Add funds to complete task. ($56,000)

- Multi-County Goods Movement, SCAG. Additional outreach efforts and project management support are required to meet the 4th Quarter objective of the Multi-County Goods Movement maps, draft findings and project lists. Action: Add TDA funds to complete tasks. ($35,000)

FISCAL IMPACT:
A yearend forecast from the 2nd quarter progress report, revealed that approximately $940,000 from the current OWP budget will not be expended by the end of the fiscal year. These funds will be reallocated or amended to fund the new projects; resulting in no increase to the FY07-08 Budget.

Reviewed by: FOR JACQUELINE BOBO

Division Manager

Reviewed by:

Department Director

Reviewed by:

Chief Financial Officer

RESOLUTION #08-496-3
OF THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
TO APPROVE AND ADOPT AMENDMENT NUMBER 3
TO THE FISCAL YEAR 2007-08 OVERALL WORK PROGRAM
(OWP)

WHEREAS, the Southern California Association of Governments (SCAG) is the Metropolitan Planning Organization (MPO) for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial;

WHEREAS, in conjunction with the Overall Work Program Agreement and Master Fund Transfer Agreement, the Overall Work Program (OWP) constitutes the annual funding contract between the State of California Department of Transportation (Caltrans) and SCAG for Consolidated Planning Grant (CPG) funding;

WHEREAS, the OWP is the basis for SCAG's annual activities and budget; and

WHEREAS, SCAG has prepared Amendment No. 3 to the OWP for Fiscal Year (FY 2007-08) which was reviewed by SCAG committees;

NOW, THEREFORE, BE IT RESOLVED by the Regional Council of the Southern California Association of Governments that SCAG does hereby approve and adopt Amendment No. 3 to the OWP for FY 2007-2008.

BE IT FURTHER RESOLVED;

1. That the Regional Council authorizes submittal of Amendment No. 3 to the FY 2007-08 OWP to the participating State and Federal agencies;

2. That SCAG pledges to pay or secure in cash or services, or both, the matching funds necessary for financial assistance;

3. That the SCAG Executive Director or in his absence, the Chief Financial Officer, is hereby designated and authorized by the Regional Council to submit Amendment No. 3 to the OWP for FY 2007-08, and to execute all related agreements on behalf of the Regional Council to implement purposes of this Resolution;

4. That the SCAG Executive Director, or in his absence, the Chief Financial Officer, is hereby designated and authorized to make and submit to funding agencies the necessary work program and budget modifications to the OWP for FY 2007-08, as amended, based upon actual available funds, and to draw funds as necessary on a letter of credit or other requisition basis;

5. That the SCAG Executive Director, or in his absence, the Chief Financial Officer, is hereby authorized to make administrative amendments to the FY 2007-08 OWP, as such as changing work elements or correct errata.

APPROVED AND ADOPTED by the unanimous vote of the Regional Council of the Southern California Association of Governments at a regular meeting this 3rd day in April, 2008

GARY OVITT
President
Supervisor, County of San Bernardino

Hasan Ikhrata
Executive Director

Attest:

Joseph Burton
SCAG Chief Counsel

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: Wayne Moore, CFO, moore@scag.ca.gov, 213-236-1804

SUBJECT: FY09 PROPOSED GENERAL FUND BUDGET

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Recommend the Administration Committee adopt and forward the proposed FY09 General Fund budget to the Regional Council, and then to the General Assembly, to adopt said budget.

BACKGROUND:
Article VIII, paragraph 'B' of SCAG's By-Laws requires that the RC adopt an Association budget (General Fund) at least 30 days prior to the Annual Meeting. The Association budget and assessment schedule shall be adopted by the General Assembly at the Annual Meeting.

The General Fund supports activities not eligible for grant reimbursement. Most of its funding comes from member dues which amount to $1,590,419 in FY09.

FISCAL IMPACT:
The FY09 proposed General Fund budget totals $1,682,419. See attached schedule.

Reviewed by:

Division Manager

Reviewed by:

Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
GENERAL FUND BUDGET - DRAFT
FY09

	APPROVED BUDGET FY08	PROPOSED BUDGET FY09	INCREASE (DECREASE) FY09 vs FY08
REVENUE:			
Membership Dues:			
Counties	269,182	292,495	23,313
Cities	1,164,663	1,212,924	48,261
Commissions	50,000	85,000	35,000
Sub-total	1,483,845	1,590,419	106,574
Interest & Other Income	73,309	92,000	18,691
Sub-total	73,309	92,000	18,691
Total Revenues	1,557,154	1,682,419	125,265
EXPENDITURES:			
Regional Council:			
Stipends	130,000	130,000	-
Committee Meetings	22,000	22,000	-
Travel	15,000	15,000	-
Retreat	25,000	25,000	-
General Assembly	25,000	25,000	-
Travel Registration	5,000	7,000	2,000
NARC Officer Expenses	3,500	-	(3,500)
Training	50,000	50,000	-
RC Approved Costs	18,000	18,000	-
Sub-total	293,500	292,000	(1,500)
External Legislative:			
Federal Lobbyist	220,000	220,000	-
State Lobbyist	100,000	100,000	-
Sub-total	320,000	320,000	-
Legal Fees	200,000	150,000	(50,000)
SCAG Memberships	33,000	-	(33,000)
Fees paid to Caltrans	1,000	1,500	500
Other Meeting Expense	60,000	25,000	(35,000)
Miscellaneous Other	49,800	150,000	100,200
Reserve	330,000	575,660	245,660
Printing	7,500	4,000	(3,500)
Travel	46,000	51,000	5,000
Bank Fees	-	6,500	6,500
Sponsorships	116,500	-	(116,500)
Staff Time	99,854	106,759	6,905
Sub-total	943,654	1,070,419	126,765
			-
Total Expenditures	1,557,154	1,682,419	125,265

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: Philip Law, Corridors Program Manager, 213-236-1841, law@scag.ca.gov

SUBJECT: Harbor Subdivision Alternatives Analysis

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Authorize the Executive Director or his designee to execute in substantial form the MOU with the Los Angeles County Metropolitan Transportation Authority (LACMTA) regarding the Harbor Subdivision Alternatives Analysis.

BACKGROUND:
In January 2008, the Regional Council directed staff to prepare the MOU (attached) to provide $2 million to LACMTA over three years (FY 07/08 to FY 09/10) for the Harbor Subdivision Alternatives Analysis. SCAG and LACMTA, recognizing a common interest in developing effective transportation projects and strategies to help relieve congestion and improve mobility, are seeking to partner together to fund this study. The Harbor Subdivision Alternatives Analysis will identify regionally significant transit improvements that could connect the South Bay and the Wilmington/San Pedro area to Downtown Los Angeles. SCAG's contribution would fund a portion of the study. The study is expected to be completed by June 2010. Once approved by the LACMTA Board, the Locally Preferred Strategy could be considered by SCAG for inclusion in a future RTP update.

FISCAL IMPACT:
Funding would be provided in the FY 07/08 OWP Amendment #3 subject to amendment approval.

Reviewed by:
Division Manager

Reviewed by:
Department Director

Reviewed by:
Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Given the length of the **"Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the Southern California Association of Governments regarding the Harbor Subdivision Alternatives Study,"** only the main body of the MOU is being included with the report. Copies of the entire MOU, including all attachments and exhibits, will be available at the meeting.

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGARDING THE HARBOR SUBDIVISION ALTERNATIVES ANALYSIS STUDY

This **Memorandum of Understanding** (hereinafter referred to as "Agreement") is made and entered into by and between the **Los Angeles County Metropolitan Transportation Authority** ("LACMTA"), and the **Southern California Association of Governments** ("SCAG"), collectively referred to herein as the "Parties."

Recitals

Whereas, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP) for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial;

Whereas, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional or support services from time to time related to its work regarding the RTP and RTIP;

Whereas, LACMTA is a transportation commission within the SCAG region and the Regional Transportation Planning Agency (RTPA) for Los Angeles County, and has a common interest with SCAG in the development of transportation projects and strategies that will help relieve traffic congestion and increase mobility for people and for freight;

Whereas, SCAG was previously engaged in negotiations with LACMTA to help fund LACMTA's EIR/EIS for the I-710 Corridor improvements, with the source of SCAG's contribution being federal funds;

Whereas, upon consultation with respective federal agencies, SCAG was later informed that such federal funds were ineligible for use for the I-710 EIR/EIS;

Whereas, the purpose of this MOU is for SCAG to provide funding to LACMTA to procure consultant services to perform the Scope of Work identified in LACMTA's Request for Proposal (RFP #PS0843302126) ("RFP" herein), issued 12/20/2007, regarding an "Alternatives Analysis, Conceptual Engineering and Financial Feasibility Study" for the LACMTA-owned Harbor Subdivision (hereinafter referred to as the "Harbor Subdivision Alternatives Analysis Study" or "Project");

Whereas, SCAG's contribution to the Harbor Subdivision Alternatives Analysis Study is intended to serve as a substitute for SCAG's proposed contribution to LACMTA's Environmental Clearance of the I-710 Corridor improvement;

Whereas, LACMTA intends to perform the Project at an estimated total cost of $2,500,000;

Whereas, the Project will begin on the date indicated herein and is planned to continue through June 30, 2010;

Whereas, based upon the estimated cost of the Project, SCAG intends to contribute funding for the Project over the course of three (3) years, and intends to program a maximum total of $2,000,000 in Federal Metropolitan Planning Funds (FHWA-PL/FTA 5303) for the Project as part of SCAG's OWP for Fiscal Years 2007-2008, 2008-2009, and 2009-2010. SCAG's fiscal year is from July 1st through June 30th;

Whereas, LACMTA agrees to provide Local Match ("Match") for the Project, and shall provide SCAG a copy of LACMTA's Notice to Proceed issued to the selected contractor after authorization, approval, and award by the LACMTA Board of Directors;

Whereas, all obligations of LACMTA under this Agreement are subject to sufficient funds being made available for the Project by the LACMTA Board of Directors; and

Whereas, all obligations of SCAG under this Agreement are subject to the availability of Federal funds being made available for the Project, approval of the Project by SCAG's Regional Council, and approval of SCAG's OWP or applicable amendment thereto by applicable federal agencies, including the Federal Transit Administration (FTA) and the Federal Highways Administration (FHWA).

NOW, THEREFORE, it is mutually agreed by the Parties that:

1. <u>Incorporation of Recitals</u>

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

2. <u>Scope of Work</u>

A. LACMTA agrees to procure consultants (the "Consultants") to perform the Scope of Work as described in Attachment "A," attached hereto and incorporated by this reference. The consultant selection process will be conducted under LACMTA RFP PS0843302126 in accordance with all LACMTA Board of Directors authorized and approved procurement policies and procedures, incorporated herein by this reference. Applicable federal flow-down provisions shall be specified in the contract entered into between LACMTA and Consultants.

B. SCAG intends to use federal funds to meet its funding obligations described herein. LACMTA agrees to comply with applicable clauses associated with SCAG's funding source, as further described herein.

C. LACMTA will procure Consultant to perform the Scope of Work, through a competitive process, with the participation of SCAG. As a member of the Source Selection

Committee, SCAG is entitled to have one vote during the proposal evaluation process for RFP PS0843302126 in determining the best qualified consultant to support this project.

D. Subject to the execution of a valid, enforceable contract between LACMTA and the Consultants, LACMTA shall be responsible for managing the Consultants in performing the Scope of Work, with periodic status reports provided to SCAG's Project Manager. LACMTA's Project Manager shall approve all invoices of Consultants.

E. LACMTA's Project Manager will have final approval of all Consultants deliverables; however, prior to accepting a deliverable from the Consultants, LACMTA's Project Manager will consult with SCAG's Project Manager, as appropriate.

F. For purposes of this Agreement, LACMTA designates the following Project Manager for this Project:

Kathleen McCune
Transportation Planning Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-22-3
Los Angeles, CA 90012
(213) 922-7241

LACMTA reserves the right to change this designation by written notification to SCAG.

G. For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Philip Law
Corridors Program Manager
Southern Calif. Assoc. of Governments
818 W. 7th Street
Los Angeles, CA 90012
(213) 236-1841

SCAG reserves the right to change this designation upon written notice to LACMTA.

3. Term

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2010, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon LACMTA's Board of Director's authorization, approval and award of a contract to the designated contractor(s) and LACMTA's issuance of a Notice to Proceed to the selected contractor; provided, however, that LACMTA shall only issue a Notice to Proceed to the

selected contractor upon written notice from SCAG that the applicable funding for the Project for Fiscal Year 2007-2008 has been approved by SCAG's Regional Council and SCAG's applicable federal agencies.

4. Funds/Payment

A. Except as expressly provided herein, SCAG shall commit to fund the Project up to the maximum amount of $2,000,000 during the term of the Agreement. SCAG shall only be obligated to make a payment to LACMTA for work provided under or related to this Agreement. As of the Effective Date of this Agreement, it is anticipated that SCAG shall budget the following amounts for each applicable Fiscal Year for purposes of funding the Project:

Fiscal Year 2007-2008, anticipated budget is $100,000.
Fiscal Year 2008-2009, anticipated budget is $1,350,000.
Fiscal Year 2009-2010, anticipated budget is $550,000.

With respect to Fiscal Year 2007-2008, SCAG shall amend its FY 2007-2008 OWP to include $100,000 for the Project. Approval of said OWP Amendment shall be a condition precedent to SCAG's obligation to providing any funding for the Project.

B. Funds will be paid to LACMTA by SCAG on a reimbursement basis. SCAG will reimburse LACMTA for 90% of the eligible expenses incurred in furtherance of the Project up to $2,000,000, during the term of this Agreement. In order to ensure that federal funds contributed by SCAG for purposes of this Agreement are used to pay for allowable costs, SCAG's Project Manager shall have the right to review Consultants' charges and progress reports. Pre-award audits will be conducted in accordance with Chapter 10 of CALTRANS Local Assistance Procedures Manual. Upon completion, a final audit report will be forwarded to SCAG subject to SCAG executing a LACMTA non-disclosure agreement. LACMTA is responsible to provide the required Match for the Project in accordance with the applicable statutes. The Match provided by LACMTA shall be financed, with local, non-federal funds.

C. LACMTA shall invoice SCAG for eligible Project expenses sought to be reimbursed for up to the statutory federal participation, but not to exceed a total of $2,000,000, based on the payment schedule agreed to by LACMTA and its Consultants. All pricing associated with the Project shall be identified on the invoice, along with documentation of the cash Match paid by LACMTA, with invoices to be directed to SCAG's Project Manager. SCAG shall pay LACMTA invoices within thirty (30) days of receipt.

D. Relative to an invoice, LACMTA shall submit the following using the format of the sample invoice provided in Attachment "B," attached hereto and incorporated by this reference:

(i) an invoice with the following information included, but not limited to: the name of the Project, description of services performed, period of the service performed, Consultant name(s), and total price;

(ii) a progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all specified prices for the applicable WBS Number; and

(iii) additional information or documentation to support pricing contained in the Invoice, including but not limited to, copies of Consultant's complete application package for progress payments submitted to LACMTA.

E. Year-end invoices and supporting documentation shall be received by SCAG on or before July 31st of each fiscal year. Invoices received after July 31st for work completed in the preceding fiscal year (July 1st through June 30th) shall not be paid.

F. Project's reimbursements beyond June 30th of each Fiscal year are subject to the inclusion and funding agency approval of this Project in SCAG's OWP for each applicable Fiscal Year. In the event this Project is not approved in the OWP for each applicable Fiscal Year, SCAG reserves the right to terminate this Agreement effective June 30th of the Fiscal Year in which funding was approved or to amend this Agreement to reflect any reduction in funds.

5. <u>Indirect Costs.</u>

LACMTA shall comply with applicable federal regulations and policies. Indirect costs as applicable whether used as matching costs or for reimbursable costs must be in accordance to a federally- approved indirect cost plan. A copy of the applicable indirect cost plan approval letter must be received by SCAG within 30 days of issuance of the Notice to Proceed by SCAG as applicable.

6. <u>Quarterly and Financial Status Reports</u>

A. LACMTA shall submit a Quarterly and Financial Status Report ("Report") in the format to be determined by SCAG. The Report shall include, in narrative form, a description of progress towards completion of tasks related to the Project and a reporting of all payments incurred regarding the Project. Information regarding LACMTA's Match for the Project shall also be included on the Report.

B. On all documents submitted to SCAG for the Project, including the Report, LACMTA shall reference WBS Number 08-060.SCGC8.

7. <u>Cost Principles</u>

A. LACMTA agrees to comply with the following:

(i) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the allowability of individual project cost items, and

(ii) The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

B. Any costs for which the LACMTA receives payment or credit that is determined by a subsequent audit or other review by either SCAG, or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31, or 49 CFR, Part 18, are to be repaid by LACMTA within thirty (30) days of the LACMTA receiving notice of audit findings. Should LACMTA fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between the Parties hereto, SCAG is authorized to withhold future payments due LACMTA. Nothing in this paragraph shall prevent or preclude LACMTA from disputing any audit findings.

C. All charges to this Agreement by LACMTA shall be supported by properly documented invoices evidencing in proper detail the nature of the charges, and shall be allowable under the cost principles cited above in paragraph 7A.

D. All reports and documents produced under this Agreement shall include the following statement:

> "Funding: The preparation of this document was financed in part through grants from the United States Department of Transportation – FTA and FHWA."

8. Written and Electronic Versions of Work Products

A. LACMTA shall submit four (4) double-sided copies and one electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.

B. Subject to LACMTA's rights and acknowledgement of LACMTA's contribution, SCAG shall be free to use, reproduce, and reformat deliverables provided under this Agreement upon prior written notice to LACMTA. SCAG and FHWA/FTA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use deliverables identified under this Agreement only for a government purpose. SCAG will treat all documents with the word "DRAFT" as confidential, and under no circumstances are they to be circulated.

9. Records Retention and Audits

A. LACMTA shall maintain all source documents, books and records connected with its performance of work initiated under this Agreement for three (3) years from the date of final payment to LACMTA or until audit resolution is achieved for each annual applicable SCAG OWP; whichever is later. All supporting information shall be made available for inspection and audit as necessary to representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies will be made and furnished by LACMTA upon request at no cost to the requesting authority.

B. LACMTA shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support the invoices related to this Agreement.

C. LACMTA agrees to include all charges associated with this Agreement and any amendments thereto to be examined in SCAG's annual audit and in the schedule of activities to be examined under a single audit prepared by the LACMTA in compliance with Office of Management and Budget Circular A-133.

D. Neither the pendency of a dispute nor its consideration by SCAG or the State will excuse LACMTA from full and timely performance in accordance with the terms of this Agreement.

10. Federal Certifications and Assurances

A. As a sub-recipient of the State administered federal grant, LACMTA shall comply with the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the Transportation Equity Act for the 21st Century and its successors thereto. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to LACMTA to the same extent as SCAG and may include, but are not limited to:

(i) 3 U.S.C. 134 and 135;
(ii) Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 3) 7504, 7506(c) and (d);
(iii) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
(iv) Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 105-178, 112 Stat. 107), and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
(v) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).

B. LACMTA shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to LACMTA to the same extent as SCAG, and include but are not limited, the following areas:

(i) Standard Assurances;
(ii) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions;

(iii) Drug Free Work Place Agreement;
(iv) Intergovernmental Review Assurance;
(v) Nondiscrimination Assurance;
(vi) DBE Assurance;
(vii) Nondiscrimination on the Basis of Disability;
(viii) Procurement Compliance Certification; and
(ix) Certification and Assurances Required by the U.S. Office of Management and Budget.

C. Federal Lobbying Activities Certification.

(i) By signing this Agreement, LACMTA certifies, to the best of their knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of LACMTA, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, LACMTA, as applicable, shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

(iii) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code and by the MFTA between SCAG and the State.

11. Equal Employment Opportunity/Nondiscrimination

A. In the performance of work undertaken pursuant to this Agreement, LACMTA shall affirmatively require that its employees and contractors shall not discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave and gender identification

B. LACMTA shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LACMTA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code

of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. LACMTA shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

D. Sanctions for Noncompliance: In the event of noncompliance by LACMTA with the nondiscrimination provisions of this Agreement, SCAG shall impose such contract sanctions as it or the U.S. Department of Transportation (DOT) may determine to be appropriate, including, but not limited to:

(i) Withholding of payments to LACMTA under this Agreement until LACMTA complies, and/or
(ii) Cancellation, termination or suspension of the Agreement, in whole or in part.

E. Incorporation of Provisions: LACMTA shall include the provisions of this section in every subcontract, unless exempt from the regulations or directives issued pursuant thereto. LACMTA shall take such action with respect to any subcontract or procurement as SCAG or the DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

12. Conflict of Interest

LACMTA shall comply with Federal and State conflict of interest laws, regulations and policies.

13. Disadvantaged Business Enterprise (DBE)

LACMTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. LACMTA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. LACMTA's DBE Program, as required by 49 CFR Part 26, is incorporated by reference in this Agreement. Failure by LACMTA to carry out these requirements may result in the termination of this Agreement as set forth in Section 15.A.

LACMTA ensures that the following clause or equivalent will be included in each of its DOT-assisted contracts:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of its contract,

which may result in the termination of its contract or such other remedy, as LACMTA deems appropriate.

14. Mutual Indemnification

A. Neither LACMTA nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SCAG, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. LACMTA shall indemnify, defend and hold SCAG and its respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of LACMTA or its officers, agents, employees, contractors or subcontractors in connection with this Agreement, including, without limitation, procurement and management of the Consultants.

B. Neither SCAG nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LACMTA, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. SCAG shall indemnify, defend and hold LACMTA and its respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SCAG or its officers, agents, employees, contractors or subcontractors in connection with this Agreement.

15. Termination

A. If through any cause, LACMTA fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or any applicable Federal and State laws and regulations, SCAG reserves the right to terminate this Agreement upon thirty (30) days written notice to LACMTA. If this Agreement is terminated by SCAG as provided herein, SCAG agrees to share in any costs of termination of the Consultant contracts, and the actual costs of work performed, incurred, and in progress by the Consultants prior to, and at the date of termination.

B. If through any cause, SCAG fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or applicable Federal and State laws and regulations, LACMTA reserves the right to terminate this Agreement upon thirty (30) days written notice to SCAG. In the event LACMTA terminates the Consultants contracts, SCAG agrees to share in any costs of termination of the Consultant contracts and the actual costs of work performed, incurred, and in progress by the Consultants prior to, and at the date of termination.

16. Notice.

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To LACMTA: Roger Snoble
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-25-1
Los Angeles, CA 90012

To SCAG: Wayne Moore
Chief Financial Officer
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435
Telephone: (213) 236-1800
Fax: (213) 236-1825

17. Miscellaneous.

A. This Agreement contains the entire understanding between the Parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this Agreement. There are no representations, agreements, arrangements or understanding oral or written, between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein.

B. This Agreement shall be construed and interpreted under the laws of the State of California.

C. In the event any part of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

D. No party may assign this Agreement or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.

E. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this Agreement and not incorporated herein shall be binding on any of the Parties thereto. Time is of the essence for each and every provision of this Agreement.

F. All Parties fully participated in drafting this Agreement.

18. **Effective Date.** This Agreement shall be effective on the date on which the last of the Parties, whether LACMTA or SCAG, executes this document.

[Signature Page to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year herein written below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA")

By: _____ _____
Roger Snoble Date
Chief Executive Officer

APPROVED AS TO FORM:
Raymond G. Fortner
County Counsel

By: _____ _____
Deputy Date

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: _____ _____
Wayne Moore Date
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ _____
Joseph Burton Date
Chief Counsel/Director of Legal Services

Attachment "A" – Scope of Work

(to be attached)

Attachment "B" – Sample Invoice

(To be attached)

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: David Rubinow, Associate Regional Planner, 213-236-1835, rubinow@scag.ca.gov

SUBJECT: Congestion Pricing Operating Plan for Los Angeles County

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Authorize the Executive Director or his designee to execute in substantial form the MOU with the Los Angeles County Metropolitan Transportation Authority (LACMTA) regarding the Congestion Pricing Operating Plan for Los Angeles County.

BACKGROUND:
In November of 2007, the TCC approved RTP Workshop Matrix Recommendations as input to the 2008 RTP. Included in the approved matrices was the recommendation to pursue further study of region-wide pricing strategies. Consistent with this direction, SCAG has been working with LACMTA staff to finalize an MOU that would provide $500,000 to LACMTA in FY 2007/2008 for the Congestion Pricing Operating Plan for Los Angeles County.

Recognizing that both agencies have a common interest in developing congestion pricing strategies, SCAG and LACMTA are seeking to partner together to fund this one year initiative. The study will involve developing a detailed operating plan for implementing congestion pricing in Los Angeles County. This study will also serve as input to SCAG's larger six-county regional congestion pricing study.

FISCAL IMPACT:
Funding would be provided in the FY 2007/2008 OWP Amendment #3 subject to amendment approval.

Reviewed by:
Division Manager

Reviewed by:
Department Director

Reviewed by:
Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: Philip Law, Corridors Program Manager, 213-236-1841, law@scag.ca.gov

SUBJECT: Central County Corridor Major Investment Study

EXECUTIVE DIRECTOR'S APPROVAL: Hasan Ikhrata

RECOMMENDED ACTION:
Authorize the Executive Director or his designee to execute in substantial form the cooperative agreement with the Orange County Transportation Authority (OCTA) regarding the Central County Corridor Major Investment Study.

BACKGROUND:
In January 2008, the Regional Council directed staff to prepare a cooperative agreement (attached) to provide $200,000 to OCTA for the Central County Corridor Major Investment Study. SCAG and OCTA, recognizing a common interest in developing effective transportation projects and strategies to help relieve congestion and improve mobility, are seeking to partner together to fund this study. SCAG's contribution would fund a portion of the study, which is expected to be completed by January 2010. Once approved by the OCTA Board, the Locally Preferred Strategy could be considered by SCAG for inclusion in a future RTP update.

FISCAL IMPACT:
Funding for this study is included in the FY 07/08 OWP.

Reviewed by:
Division Manager

Reviewed by:
Department Director

Reviewed by:
Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Given the length of the **"Cooperative Agreement C-8-0092 between the Orange County Transportation Authority and the Southern California Association of Governments regarding the Central County Corridor Major Investment Study,"** only the main body of the Agreement is being included with the report. Copies of the entire Agreement, including all attachments and exhibits, will be available at the meeting.

COOPERATIVE AGREEMENT C-8-0092

BETWEEN

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

REGARDING THE CENTRAL COUNTY CORRIDOR MAJOR INVESTMENT STUDY

This Cooperative Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the **Orange County Transportation Authority** ("OCTA"), and the **Southern California Association of Governments** ("SCAG"), collectively referred to herein as the "Parties."

Recitals

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a regional transportation plan (RTP) and transportation improvement program (RTIP) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura; and

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional or support services from time to time related to its work regarding the RTP and RTIP; and

WHEREAS, OCTA is a transportation commission within the SCAG region, and has a common interest with SCAG in the development of transportation projects and strategies that will help relieve traffic congestion and increase mobility for people and for freight; and

WHEREAS, in 2005, OCTA completed the Central Orange County Corridor Study – Phase I, which identified conceptual alternatives to improve mobility in central Orange County; and

/

WHEREAS, the purpose of this Cooperative Agreement is for SCAG to provide funding to OCTA to procure consultant services to perform the Scope of Work identified in OCTA's Request for Proposal (RFP #8-1042) ("RFP" herein), issued February 13, 2008, regarding a "strategic transportation study covering most of central Orange County" that "will quantify the impacts, benefits and costs of each of the Phase I preliminary alternatives recommended for further study and suggest a locally preferred transportation strategy for the study area" (hereinafter referred to as the "Central County Corridor Major Investment Study" or "Project"); and

WHEREAS, OCTA intends to perform the Project;

WHEREAS, the Project will begin on the date indicated herein and is planned to continue through January 31, 2010; and

WHEREAS, SCAG has programmed $200,000 in Federal Metropolitan Planning (FHWA-PL/FTA 5303) funds into its OWP for Fiscal Year 2007-2008 for the Central County Corridor Major Investment Study; and

WHEREAS, OCTA agrees to provide Local Match ("Match") for the Project, and shall not begin work on the Project until SCAG issues a Notice to Proceed. OCTA also agrees to provide, or have provided, the additional funding for the Project; and

WHEREAS, all obligations of SCAG under this Agreement are subject to the availability of Federal funds, and approval of SCAG's OWP by applicable federal agencies, including the Federal Transit Administration (FTA) and the Federal Highways Administration (FHWA). SCAG's fiscal year is from July 1 through June 30;

NOW, THEREFORE, it is mutually agreed by the Parties that:

ARTICLE 1. INCORPORATION OF RECITALS

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

/

ARTICLE 2. SCOPE OF WORK

A. OCTA agrees to procure consultants (the "Consultants") to perform the Scope of Work as described in Attachment "A," attached hereto and incorporated by this reference. Said Consultant procurement shall be in accordance with OCTA's procurement policies, and applicable federal flow-down provisions shall be specified in the Consultant contract.

B. SCAG shall only be obligated to make payment to OCTA for work performed as part of the Scope of Work as described in Attachment "A," up to the maximum amount of $200,000. SCAG intends to use federal funds to meet its funding obligations described herein. OCTA agrees to comply with applicable clauses associated with SCAG's funding source, as further described herein.

C. OCTA will procure Consultants to perform the Scope of Work, through a competitive process, with the participation of SCAG. SCAG shall be entitled to participate in the selection of the Consultants, and will have one vote to be used for selecting the Consultants through proposal evaluations and interviews for the RFP.

D. Subject to the execution of a valid, enforceable contract between OCTA and the Consultants, OCTA shall be responsible for managing the Consultants in performing the Scope of Work, with periodic status reports provided to SCAG's Project Manager. OCTA's Project Manager shall approve all invoices of Consultants.

E. OCTA's Project Manager will have final approval of all Consultants deliverables; provided, however, that prior to accepting a deliverable from the Consultants, OCTA's Project Manager will consult with SCAG's Project Manager, as appropriate.

F. For purposes of this Agreement, OCTA designates the following Project Manager for this Project:

/

/

/

Charlie Larwood
Section Manager III
Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-5738

OCTA may change this designation by written notification to SCAG.

G. For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Philip Law
Corridors Program Manager
Southern Calif. Assoc. of Governments
818 W. 7th Street
Los Angeles, CA 90012
(213) 236-1841

SCAG reserves the right to change this designation upon written notice to OCTA.

ARTICLE 3. TERM

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until January 31, 2010, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon issuance by SCAG to OCTA of a Notice to Proceed.

ARTICLE 4. FUNDS/PAYMENT

A. Except as expressly provided herein, SCAG shall commit to fund the Project up to the maximum amount of $200,000 dollars during the term of the Agreement. SCAG shall only be obligated to make a payment to OCTA only for work provided under this

Agreement. As of the Effective Date of this Agreement, SCAG has budgeted $200,000 for Fiscal Year 2007-2008 for purposes of providing funding for the Project. Specifically, it is anticipated by the Parties that SCAG will provide funding for work related to Task 2 (Data Collection Technical Memorandum and Periodic Updates), Task 3 (Reevaluate Conceptual Alternatives from Phase I), and Task 4 (Initial Screening), of the attached Scope of Work. To the extent this approach requires any adjustment, the Parties agree to determine in writing which tasks within the Scope of Work would best support use of the funding provided by SCAG; provided, however, that regardless of the tasks mutually agreed upon by the Parties, in no event shall SCAG's contribution to the Project exceed $200,000. Such writing may be evidenced by a letter from OCTA's Project Manager to SCAG's Project Manager.

B. Funds will be paid to OCTA by SCAG on a reimbursement basis. SCAG will reimburse OCTA for 90% of the eligible expenses incurred on furtherance of the Project up to $200,000, during the term of this Agreement. In order to ensure that federal funds contributed by SCAG for purposes of this Agreement are used to pay for allowable costs, SCAG's Project Manager shall have the right to review Consultants' charges and progress reports. Pre-award audits will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Upon completion, a final audit report will be forwarded to SCAG. OCTA is responsible to provide the required Match for the Project in accordance with the applicable statutes. The Match provided by OCTA shall be financed, with local, non-federal funds.

C. At least once a month OCTA shall invoice SCAG for eligible Project expenses sought to be reimbursed for up to the statutory federal participation, but not to exceed a total of $200,000. All costs associated with the Project shall be identified on the invoice, along with documentation of the cash Match paid by OCTA, with invoices to be directed to SCAG's Project Manager. SCAG shall pay OCTA invoices within thirty (30) days of receipt.

/

D. Relative to an invoice, OCTA shall submit the following using the format of the sample invoice provided in Attachment "B," attached hereto and incorporated by this reference:

(i) an invoice with the following information included, but not limited to: the name of the Project, description of services performed, period of the service performed, Consultant name(s), total cost incurred, and the following, if applicable: actual hourly pay rate, total hours worked, fringe benefit rate, fringe costs, Consultant indirect cost rate, and Consultant indirect costs;

(ii) a progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the applicable WBS Number; and

(iii) additional information or documentation to support pricing contained in the Invoice, including but not limited to, copies of Consultant's complete application package for progress payments submitted to OCTA.

E. All costs charged pursuant to this Agreement shall be supported by properly executed payrolls showing labor (wage) rates per hour; copies of time records, including timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG.

F. Year-end invoices and supporting documentation shall be received by SCAG on or before July 31st of each fiscal year. Invoices received after July 31st for work completed in the preceding fiscal year (July 1 through June 30) shall not be paid.

G. Project's reimbursements beyond June 30th of each Fiscal year are subject to the inclusion and funding agency approval of this Project in SCAG's OWP for each applicable Fiscal Year. In the event this Project is not approved in the OWP for any applicable Fiscal Year, SCAG reserves the right to terminate this Agreement effective June

30th of the Fiscal Year in which funding was approved or to amend this Agreement to reflect any reduction in funds.

ARTICLE 5. INDIRECT COSTS

OCTA shall comply with applicable federal regulations and policies. Indirect costs whether used as matching costs or for reimbursable costs must be in accordance to a federally- approved indirect cost plan. A copy of the indirect cost plan approval letter must be received by SCAG within 30 days of issuance of the Notice to Proceed by SCAG as applicable.

ARTICLE 6. Quarterly and Financial Status Reports

A. On a quarterly basis, or when requested by SCAG's Project Manager, OCTA shall submit a Quarterly and Financial Status Report ("Report") in the format to be determined by SCAG. The Report shall include, in narrative form, a description of progress towards completion of tasks related to the Project and a reporting of all costs incurred regarding the Project. Information regarding OCTA's Match for the Project shall also be included on the Report.

B. On all documents submitted to SCAG for the Project, include the Report, OCTA shall reference WBS Number 08-060.SCGC6.

ARTICLE 7. COST PRINCIPLES

A. OCTA agrees to comply with the following:

(i) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the allowability of individual project cost items, and

/

/

(ii) The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

B. Any costs for which the OCTA receives payment or credit that is determined by a subsequent audit or other review by either SCAG, or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31, or 49 CFR, Part 18, are to be repaid by OCTA within thirty (30) days of the OCTA receiving notice of audit findings. Should OCTA fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between the Parties hereto, SCAG is authorized to withhold future payments due OCTA.

C. All costs charged to this Agreement by OCTA shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature of the charges, and shall be costs allowable under the cost principles cited above in paragraph a.

D. All reports and documents produced under this Agreement shall include the following statement:

> "Funding: The preparation of this document was financed in part through grants from the United States Department of Transportation – FTA and FHWA."

ARTICLE 8. WRITTEN AND ELECTRONIC VERSIONS OF WORK PRODUCTS

A. OCTA shall submit four (4) double-sided copies and one electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.

B. Subject to OCTA's rights, SCAG shall be free to use, reproduce, and reformat material developed under this Agreement. SCAG and FHWA/FTA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use deliverables identified under this Agreement for a government purpose.

SCAG will treat all documents with the word "DRAFT" as confidential, and under no circumstances are they to be circulated.

ARTICLE 9. RECORDS RETENTION AND AUDITS

A. OCTA shall maintain all source documents, books and records connected with its performance of work initiated under this Agreement for a minimum of three (3) years from the date of final payment to OCTA or until audit resolution is achieved for each annual applicable SCAG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies will be made and furnished by OCTA upon request at no cost to SCAG.

B. OCTA shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support the invoices related to this Agreement.

C. OCTA agrees to include all costs associated with this Agreement and any amendments thereto to be examined in SCAG's annual audit and in the schedule of activities to be examined under a single audit prepared by the OCTA in compliance with Office of Management and Budget Circular A-133.

D. Neither the pendency of a dispute nor its consideration by SCAG or the State will excuse OCTA from full and timely performance in accordance with the terms of this Agreement.

ARTICLE 10. FEDERAL CERTIFICATIONS AND ASSURANCES

A. As a sub-recipient of the State administered federal grant, OCTA shall comply with the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the Transportation Equity Act for the 21st Century and its successors thereto. This Certification shall be published annually in

SCAG's OWP. Such requirements shall apply to OCTA to the same extent as SCAG and may include, but are not limited to:

(i) 3 U.S.C. 134 and 135;

(ii) Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 3) 7504, 7506(c) and (d);

(iii) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

(iv) Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 105-178, 112 Stat. 107), and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

(v) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).

B. OCTA shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to OCTA to the same extent as SCAG, and include but are not limited, the following areas:

(i) Standard Assurances;

(ii) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions;

(iii) Drug Free Work Place Agreement;

(iv) Intergovernmental Review Assurance;

(v) Nondiscrimination Assurance;

(vi) DBE Assurance;

(vii) Nondiscrimination on the Basis of Disability;

(viii) Procurement Compliance Certification; and

(ix) Certification and Assurances Required by the U.S. Office of Management and Budget.

C. Federal Lobbying Activities Certification.

(i) By signing this Agreement, OCTA certifies, to the best of their knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of OCTA, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, OCTA, as applicable, shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

(iii) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code and by the MFTA between SCAG and the State.

/

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. In the performance of work undertaken pursuant to this Agreement, OCTA shall affirmatively require that its employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. OCTA shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. OCTA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. OCTA shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

D. Sanctions for Noncompliance: In the event of noncompliance by OCTA with the nondiscrimination provisions of this Agreement, SCAG shall impose such contract sanctions as it or the U.S. Department of Transportation (DOT) may determine to be appropriate, including, but not limited to:

(i) Withholding of payments to OCTA under this Agreement until OCTA complies, and/or

(ii) Cancellation, termination or suspension of the Agreement, in whole or in part.

/

E. Incorporation of Provisions: OCTA shall include the provisions of this section in every subcontract, unless exempt from the regulations or directives issued pursuant thereto. OCTA shall take such action with respect to any subcontract or procurement as SCAG or the DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

ARTICLE 12. CONFLICT OF INTEREST

OCTA shall comply with Federal and State conflict of interest laws, regulations and policies.

ARTICLE 13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. It is the policy of SCAG, the California Department of Transportation, and/or DOT, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in FHWA/FTA funds-assisted contracts.

B. OCTA and its Consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The OCTA and its Consultants shall carry out the applicable requirements of 49 CFR Part 26, Caltrans Local Assistance Procedures Manual, and SCAG's DBE Program, in the award and administration of this agreement. Failure by OCTA to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or other such remedy, as SCAG deems appropriate.

ARTICLE 14. MUTUAL INDEMNIFICATION

A. Neither OCTA nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SCAG, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. OCTA shall indemnify, defend and hold SCAG and its respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages

of any nature whatsoever arising out of and to the extent caused by any act or omission of OCTA or its officers, agents, employees, contractors or subcontractors in connection with this Agreement, including, without limitation, procurement and management of the Consultants.

B. Neither SCAG nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by OCTA, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. SCAG shall indemnify, defend and hold OCTA and its respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SCAG or its officers, agents, employees, contractors or subcontractors in connection with this Agreement.

ARTICLE 15. TERMINATION FOR CAUSE

A. If through any cause, OCTA fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or any applicable Federal and State laws and regulations, SCAG reserves the right to terminate this Agreement upon thirty (30) days written notice to OCTA. If this Agreement is terminated by SCAG as provided herein, SCAG's only obligation shall be the payment of eligible expenses incurred for the Project in accordance with the terms of this Agreement.

B. If through any cause, SCAG fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or applicable Federal and State laws and regulations, OCTA reserves the right to terminate this FA upon thirty (30) days written notice to SCAG. In the event OCTA terminates the Consultants contracts, SCAG agrees to share in any costs of termination of

the Consultant contracts not to exceed the actual costs of work performed by the Consultants prior to the date of termination.

ARTICLE 16. NOTICE

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To OCTA: Arthur T. Leahy
Chief Executive Officer
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
Telephone: (714) 560-5584

To SCAG: Wayne Moore
Chief Financial Officer
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435
Telephone: (213) 236-1800
Fax: (213) 236-1825

ARTICLE 17. MISCELLANEOUS

A. This Agreement contains the entire understanding between the Parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this Agreement. There are no representations, agreements, arrangements or understanding oral or written, between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein.

/

B. This Agreement shall be construed and interpreted under the laws of the State of California.

C. In the event any part of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

D. No party may assign this Agreement or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.

E. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this Agreement and not incorporated herein shall be binding on any of the Parties thereto. Time is of the essence for each and every provision of this Agreement.

F. All Parties fully participated in drafting this Agreement.

ARTICLE 18. EFFECTIVE DATE

This Agreement shall be effective on the date on which the last of the Parties, whether OCTA or SCAG, executes this document.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year herein written below:

ORANGE COUNTY TRANSPORTATION AUTHORITY ("OCTA")

By: _____ _____
Arthur T. Leahy Date
Chief Executive Officer

APPROVED AS TO FORM:

Kennard R. Smart, Jr.
General Counsel

By: _____ _____
Date

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By: _____ _____
Wayne Moore Date
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ _____
Joseph Burton Date
Chief Counsel/Director of Legal Services

Attachment "A" – Scope of Work

SCAG shall only be obligated to make payment to OCTA for work performed under this Scope of Work. Subject to any further changes agreed upon by the Parties, SCAG anticipates making payment for work performed under Task 2 (Data Collection Technical Memorandum and Periodic Updates), Task 3 (Reevaluate Conceptual Alternatives from Phase I), and Task 4 (Initial Screening), of the attached Project Scope of Work, up to the maximum amount of $200,000.

(To be attached)

Attachment "B" – Sample Invoice

(To be attached)

REPORT

DATE: April 3, 2008

TO: Administration Committee and Regional Council

FROM: Leyton Morgan, Manager of Contracts

SUBJECT: Amendments Greater than $75,000 (aggregate value)

EXECUTIVE DIRECTOR'S APPROVAL: Hasan Ikhrata

RECOMMENDED ACTION:

Approve

BACKGROUND:

SCAG amended the following contract greater that $75K (aggregate value)

Vendor	Amendment Purpose	Amended Amount
Fregonese Calthorpe Associates (06-021-C1)	Add an additional Demonstration Project in the City of El Centro and to assist SCAG in finalizing the 2008 Regional Transportation Plan (RTP)	$44,492
Cambridge Systematics (05-036-C1)	Refine scope of work to have to have Cambridge Systematics test, validate and calibrate the state high-speed rail model for application in the alternatives analysis	$56,000

FISCAL IMPACT:

The cost associated with the Fregonese Calthorpe Associates amendment is captured in Work Element Number 07-291.SCGC1.2.

The cost associated with the Cambridge Systematics amendment is captured in Work Element Numbers 06-140.CLAS1 and 08-240.SCGC1.

Reviewed by: Leyton M. Morgan
Division Manager

Reviewed by:
Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

CONSULTANT CONTRACT 06-021-C1 AMENDMENT 8

Consultant: Fregonese Calthorpe Associates (FCA)

Purpose & Scope: FCA is currently under contract to integrate several inter-related planning efforts to meet the requirements of the 2008 RTP growth forecasting process, including assistance developing the socioeconomic data sets for 2008 RTP/EIR, implementation of the Compass Blueprint program and the development and of additional tools and resources for the Compass 2% Strategy. The key components include:

Component A: Compass 2% Strategy refinement, implementation, consensus building and program marketing, including further development of the SCAG subregional program

Component B: Develop partnerships with local governments, developers, non-profits, banking industry, etc. to initiate and complete 25-30 Demonstration Projects in the SCAG region

Component C: Develop a web-based interactive data and mapping tool for 5 counties similar to and compatible with the existing LA LOTS program

Component D: Assist SCAG staff in the development of the 2008 Growth Forecast and Regional Transportation Plan including growth projections without regional policy input and growth projections and growth alternatives with regional policy input

The purpose of this Amendment 8 is to add one additional Demonstration Project in the City of El Centro and to assist SCAG in finalizing the 2008 Regional Transportation Plan by analyzing growth forecast and scenario issues and comments, refining the forecast and scenarios and building consensus among stakeholders in the region for RTP implementation.

FCA is currently conducting this large-scale, inter-disciplinary work program with a team of subconsultants who bring specific expertise and has gained tremendous experience and familiarity with the required tasks. They have led a team of consultants toward the successful completion of the previous round of Demonstration Projects. In order to most expeditiously meet the direction by the RC, we recommend amending this contract that includes all the necessary expertise and a proven track record to complete the approved work program. This amendment supports the overall Compass Blueprint and RTP goals for implementation. This amendment will substantially enhance the overall quality and scope of the local Demonstration Project program to better link local and regional land use and transportation decision-making.

Contract Amount:	Original contract is for	$2,636,261
	Amendment 2 (7/14/06) is for	$99,998
	Amendment 7 (10/30/07))is for	$553,450
	Amendment 8 is for	$44,492
	Total contract value is not to exceed	**$3,334,201**
	Sub-total for all Amendments is	$697,940
	Original contract $2,636,261 x 30% is	$790,878

Amendment 8 is with the 30% increase authorized in SCAG Contacts Manual Section 1.4.4.

Contract Period: November 28, 2005 through September 30, 2008

Work Element: 07-291.SCGC1.2 $157,292 (Funding source: State Blueprint Planning Grant)

CONSULTANT CONTRACT 06-021-C1 AMENDMENT 8

Consultant: Cambridge Systematics

Purpose & Scope: Amendment #8 is needed to refine the scope of work to the contract to have Cambridge Systematics test, validate and calibrate the state high-speed rail model for application in the alternatives analysis. Due to continued unexpected delays and unanticipated problems with the SCAG model input to the Maglev/high-speed rail component and an increasingly tight deadline (June 30, 2008), a decision was made by the four funding partners (SCAG, City of L.A., City of West Covina, and the City of Ontario) to substitute the statewide high-speed rail model for the SCAG Maglev/high-speed rail model as the modeling tool for this contract. In order to prepare the statewide model for this analysis, work outside the original scope is required, and thus, the need for the additional $56,000 in funding.

Contract Amount:

Original contract is for	$749,925
Amendment 8 is for	$56,000
Amendment 6 is for	$29,000
Total contract value is not to exceed	**$834,925**
Sub-total for all Amendments is	$85,000
Original contract $749,925 x 30% is	$224,978

Amendment 2 is within the 30% increase authorized in SCAG Contacts Manual Section 1.4.4.

Contract Period: August 5, 2005 through June 30, 2008

Work Elements: 06-140.CLAS1 and 08-240.SCGC1
(Funding source: State Blueprint Planning Grant)

CONSULTANT CONTRACT 06-021-C1 AMENDMENT 8

Consultant: Fregonese Calthorpe Associates (FCA)

Purpose & Scope: FCA is currently under contract to integrate several inter-related planning efforts to meet the requirements of the 2008 RTP growth forecasting process, including assistance developing the socioeconomic data sets for 2008 RTP/EIR, implementation of the Compass Blueprint program and the development and of additional tools and resources for the Compass 2% Strategy. The key components include:

Component A: Compass 2% Strategy refinement, implementation, consensus building and program marketing, including further development of the SCAG subregional program

Component B: Develop partnerships with local governments, developers, non-profits, banking industry, etc. to initiate and complete 25-30 Demonstration Projects in the SCAG region

Component C: Develop a web-based interactive data and mapping tool for 5 counties similar to and compatible with the existing LA LOTS program

Component D: Assist SCAG staff in the development of the 2008 Growth Forecast and Regional Transportation Plan including growth projections without regional policy input and growth projections and growth alternatives with regional policy input

The purpose of this Amendment 8 is to add one additional Demonstration Project in the City of El Centro and to assist SCAG in finalizing the 2008 Regional Transportation Plan by analyzing growth forecast and scenario issues and comments, refining the forecast and scenarios and building consensus among stakeholders in the region for RTP implementation.

FCA is currently conducting this large-scale, inter-disciplinary work program with a team of subconsultants who bring specific expertise and has gained tremendous experience and familiarity with the required tasks. They have led a team of consultants toward the successful completion of the previous round of Demonstration Projects. In order to most expeditiously meet the direction by the RC, we recommend amending this contract that includes all the necessary expertise and a proven track record to complete the approved work program. This amendment supports the overall Compass Blueprint and RTP goals for implementation. This amendment will substantially enhance the overall quality and scope of the local Demonstration Project program to better link local and regional land use and transportation decision-making.

Contract Amount:	Original contract is for	$2,636,261
	Amendment 2 (7/14/06) is for	$99,998
	Amendment 7 (10/30/07))is for	$553,450
	Amendment 8 is for	$44,492
	Total contract value is not to exceed	**$3,334,201**
	Sub-total for all Amendments is	$697,940
	Original contract $2,636,261 x 30% is	$790,878

Amendment 8 is with the 30% increase authorized in SCAG Contacts Manual Section 1.4.4.

Contract Period: November 28, 2005 through September 30, 2008

Work Element: 07-291.SCGC1.2 $157,292 (Funding source: State Blueprint Planning Grant)

CONSULTANT CONTRACT 06-021-C1 AMENDMENT 8

Consultant: Cambridge Systematics

Purpose & Scope: Amendment #8 is needed to refine the scope of work to the contract to have Cambridge Systematics test, validate and calibrate the state high-speed rail model for application in the alternatives analysis. Due to continued unexpected delays and unanticipated problems with the SCAG model input to the Maglev/high-speed rail component and an increasingly tight deadline (June 30, 2008), a decision was made by the four funding partners (SCAG, City of L.A., City of West Covina, and the City of Ontario) to substitute the statewide high-speed rail model for the SCAG Maglev/high-speed rail model as the modeling tool for this contract. In order to prepare the statewide model for this analysis, work outside the original scope is required, and thus, the need for the additional $56,000 in funding.

Contract Amount:

Original contract is for	$749,925
Amendment 8 is for	$56,000
Amendment 6 is for	$29,000
Total contract value is not to exceed	**$834,925**
Sub-total for all Amendments is	$85,000
Original contract $749,925 x 30% is	$224,978

Amendment 2 is within the 30% increase authorized in SCAG Contacts Manual Section 1.4.4.

Contract Period: August 5, 2005 through June 30, 2008

Work Elements: 06-140.CLAS1 and 08-240.SCGC1
(Funding source: State Blueprint Planning Grant)

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: Gary Ovitt, SCAG President

BY: Shelia Stewart, Executive Officer

SUBJECT: Request for Payment for Additional Stipends

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Approve payment of additional stipends requested by Regional Council member Alan Wapner.

BACKGROUND:

Article VI of the Regional Council Policy Manual relates to the Stipend Policy for the Regional Council, a copy of which is attached herein for information. Article VI, Section 1.4, states that Regional Council members are eligible to receive up to six (6) per diem stipends per month. Article VI, Section 1.5 states that the President may authorize up to two (2) additional per diem stipends per month for Regional Council members. Finally, Article VI, Section 1.6 provides that "nine (9) or more per diem stipends per month for Regional Council officers and members required Regional Council approval."

Regional Council member Alan Wapner recently submitted to the Executive officer a total of 12 requests for stipends for the month of February 2008. The requests are for the following matters:

1. 02/06/08 Executive Committee (Stipend already paid);
2. 02/07/08 Regional Council (Stipend already paid);
3. 02/08/08 Leadership Dinner (Stipend not paid; not eligible for stipend since dinner was part of USC leadership program);
4. 02/11/08 RTP TASIN (Stipend not paid);
5. 02/12/08 RTP OCBC (Stipend not paid);
6. 02/12/08 RTP Ontario Chamber (Stipend not paid);
7. 02/14/08 RTP Maglev Taskforce (Stipend already paid);
8. 02/20/08 Goods Movement Taskforce (Stipend already paid);
9. 02/21/08 TCC Subcommittee (Stipend not paid);
10. 02/26/08 Faster Freight (Stipend not paid);
11. 02/27/08 RTP (Stipend not paid); and
12. 02/29/08 Force for Change (Stipend already paid).

Given than there are a total of 12 per diem stipends being requested by Regional Council member Wapner, the President has asked the Executive Officer to place this matter on the agenda. The President requests that the Regional Council approve payment of the additional stipends (that is, those above the authorized six per

month) for eligible events being requested by RC member Wapner for the month of February, pursuant to the Stipend Policy.

FISCAL IMPACT:
Funds for stipends are included in the General Fund Budget.

REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

FROM: District Evaluations Subcommittee

SUBJECT: Regional Council District Evaluations Process and Recommendations

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Approve recommendations made by the District Evaluations Subcommittee, which includes adding two additional Regional Council Districts (Districts #66 and #67) and making adjustments to the current composition of existing Regional Council Districts.

BACKGROUND:

The SCAG Bylaws provide that the Regional Council must review the current composition of the Regional Council Districts every five (5) years, based upon the current city population data from the State Department of Finance. The Bylaws also state that the Regional Council is to review the district boundaries in 2004, and thereafter, in every year ending in 3 and 8.

In accordance with the Bylaws, the District Evaluations Subcommittee (Subcommittee) was reactivated last fall to undertake the district evaluations process. The members of the Subcommittee, representing each of the six (6) counties within the SCAG region, are:

Hon. Larry McCallon, City of Highland (representing San Bernardino County), Chair;
Hon. Toni Young, City of Port Hueneme (representing Ventura County), Vice-Chair;
Hon. Margaret Clark, City of Rosemead (representing Los Angeles County);
Hon. Richard Dixon, City of Lake Forest (representing Orange County);
Hon. Jon Edney, City of El Centro (representing Imperial County); and
Hon. Greg Pettis, City of Cathedral City (representing Riverside County).

Starting in December 2007, the Subcommittee met each month and concluded its evaluation process on March 20, 2008. As part of the process, the Subcommittee reviewed information such as the current population data from the State Department of Finance as well as recommendations from various subregional organizations regarding proposed changes to the current composition of the Regional Council Districts. Subregional organizations were invited to participate and provide input to the Subcommittee throughout the district evaluation process.

The SCAG Bylaws provide that "a [Regional Council] District shall be established by the Regional Council and *be comprised of a group of cities that have a geographic community of interest and have approximately equal population.*" (Emphasis added). This is based upon the principle of proportional representation, or a "one person, one vote" system. SCAG's Bylaws also provide that a Regional Council District "may be

comprised of cities within different counties, but Districts established by subregions ... shall include only cities within the boundaries of such subregions." Finally, the Bylaws establish a maximum of 67 Regional Council Districts, and there are currently 65 Regional Council Districts, leaving room to establish at most two additional Districts.

SUMMARY:

As part of its evaluation process, the District Evaluations Subcommittee determined that SCAG staff should follow the same approach used last time for reviewing district boundaries. As such, the goal is for each Regional Council District to have a population of approximately a quarter million people, with a population deviation of 50,000 people. Therefore, the objective is that that Regional Council Districts represent a population range of between 200,000 to 300,000 people.

Applying this approach in conjunction with the 2007 city population data obtained from the State Department of Finance, staff found that there are 17 Regional Council Districts which fall outside of the recommended population range. Included with this report is a table (see Attachment "A") listing the current District population data, the city population data as well as the recommendations by the Subcommittee regarding the Districts which fall outside of the recommended population range.

In some case, certain Districts which are outside of this range may not be modified due to the provisions in the Bylaws. As examples, Districts 1, 36 and 44, while all having populations under 200,000 people, include cities within the boundaries of the Imperial Valley Association of Governments (IVAG), the Arroyo Verdugo Cities subregion and the Las Virgenes Malibu Council of Governments respectively, and therefore may not be modified pursuant to the Bylaws in order to preserve the subregional boundaries. There are other Districts whose total populations are outside of the range, but whose current configurations represent a geographic community of interest. Finally, there are certain Districts, such as Districts 16 and 19, which represent large individual cities (Santa Ana and Anaheim, respectively) whose population exceed the recommended population range, but would not make sense to fracture at this point in time.

A summary of the key recommendations made by the Subcommittee, by county, is provided as follows:

Imperial County

- District #1: District #1 comprises the cities within the IVAG subregion and has a collective population outside of the recommended population range at 133,613 people. The Subcommittee, including Mayor Edney who served on the Subcommittee to represent the interests of the cities within Imperial County, recommends no changes be made to this District in order to preserve the subregional boundaries of IVAG.

Los Angeles County

- District #29: District #29 currently is one of two RC districts assigned to the City of Long Beach. As part of the District Evaluation process, staff uncovered that the City of Avalon is currently not assigned to a RC District. Staff had initially recommended that Avalon be assigned to District #24, but it was Avalon's preference to be assigned to one of Long Beach's Regional Council Districts (i.e. Districts #29 and #30). The two cities discussed the matter, and according to Long Beach representatives, Long

Beach will accommodate Avalon's request provided Long Beach maintains the ability to appoint Long Beach City Council members to both RC District seats assigned to Long Beach. Long Beach noted that the size of the city in relation to the SCAG region justified it maintaining its two Regional Council seats. Avalon has no objection to Long Beach's proposal, concluding that it has more of a community of interest with Long Beach than with the cities in District #24, and that Long Beach would best represent Avalon's interests.

Long Beach also presented two options regarding the configurations of Districts #29 and #30, based upon this proposal. The Subcommittee reviewed these options, and the Subcommittee unanimously supported assigning the City of Avalon to one of the Districts assigned to Long Beach, which the configuration of such districts to be established as follows: (1) designate RC District #29 as comprising Long Beach and Avalon, and made up of seven (7) council members from the City of Long Beach and the five (5) council members from the City of Avalon; and (2) designate RC District #30 as comprising the City of Long Beach only, and made up of two city council members from Long Beach and its Mayor.

- District #33: District #33 currently comprises the cities of Azusa, Baldwin Park, Covina, Glendora, Irwindale and San Dimas. Nick Conway, Executive Director of the San Gabriel Valley Council of Governments, recommended to the Subcommittee that San Dimas be moved from District #33 to District #38, as San Dimas has more of a community of interest with the cities of Claremont, La Verne and Pomona. The Subcommittee had no objection to this recommendation. Therefore, the Subcommittee recommends that District #33 be adjusted to comprise the following cities with the following population:

Azusa:	44,640
Baldwin Park:	81,146
Covina:	49,720
Glendora:	52,557
Irwindale:	1,655
Adjusted Population	233,718 people

- District #38: District #38 currently comprises the cities of Claremont, Laverne and Pomona. Nick Conway, Executive Director of the San Gabriel Valley Council of Governments, recommended to the Subcommittee that San Dimas be moved from District #33 to District #38, as San Dimas has more of a community of interest with the cities of Claremont, La Verne and Pomona. The Subcommittee had no objection to this recommendation. Therefore, the Subcommittee recommends that District #38 be adjusted to comprise the following cities with the following population:

Claremont:	37,141
La Verne:	33,449
Pomona:	162,140
San Dimas:	37,141
Adjusted Population	269,741 people

- District #42: District #42 currently comprises the cities of Burbank, Glendale and San Fernando and has a collective population outside of the recommended population range at 340,223 people. It is the recommendation of the Subcommittee that the City of San Fernando be moved from District #42 to form a new District with the City of Santa Clarita (i.e. new RC District #67), to establish more population balance within the affected districts. The cities of San Fernando and Santa Clarita concur with the Subcommittee's recommendation. Therefore, based upon this recommendation, District #42 would be adjusted to comprise the following cities with the following population:

Burbank:	107,921
Glendale:	207,157
Adjusted Population	315,078 people

- District #43: District #43 currently comprises the cities of Lancaster, Palmdale and Santa Clarita and has a collective population outside of the recommended population range at 466,444 people. The Subcommittee recommends moving the City of Santa Clarita from District #43 to form a new District with the City of San Fernando (i.e. new RC District #67) to establish more population balance within the affected districts. The cities of San Fernando and Santa Clarita concur with the Subcommittee's recommendation. Therefore, based upon this recommendation, District #43 would be adjusted to comprise the following cities with the following population:

Lancaster:	143,818
Palmdale:	145,468
Adjusted Population	289,286 people

- New District #67: As previously noted, the Subcommittee recommends that there be a new RC District formed comprising the cities of San Fernando and Santa Clarita. Both cities concur with this recommendation, and therefore, this new District #67 would comprise the following cities with the following population:

San Fernando:	25,145
Santa Clarita:	177,158
Adjusted Population	202,303 people

Orange County

- District #12: District #12 currently comprises the cities of Dana Point, Laguna Beach, Laguna Niguel, San Clemente, and San Juan Capistrano. The Subcommittee recommends moving the City of Aliso Viejo from District #13 to District #12 to establish more population balance within the affected districts. The Orange County Council of Governments (OCCOG) Board concurs with this recommendation. Therefore, based upon this recommendation, District #12 would be adjusted to comprise the following cities with the following population:

Dana Point:	36,946
Laguna Beach:	25,131
Laguna Niguel:	66,608
San Clemente:	67,373
San Juan Capistrano:	36,452
Aliso Viejo:	45,037
Adjusted Population	277,547 people

- District #13: District #13 currently comprises the cities of Aliso Viejo, Laguna Hills, Laguna Woods, Lake Forrest, Mission Viejo and Rancho Santa Margarita and has a collective population outside of the recommended population range at 332,298 people. The Subcommittee recommends moving Aliso Viejo from District #13 to District #12 to establish more population balance within the affected districts. The OCCOG Board concurs with this recommendation. Therefore, based upon this recommendation, District #13 would be adjusted to comprise the following cities with the following population:

Laguna Hills:	33,391
Laguna Woods:	18,426
Lake Forest:	78,243
Mission Viejo:	98,483
Rancho Santa Margarita:	49,718
Adjusted Population	278,261 people

- District #14: District #14 currently comprises the cities of Irvine and Newport Beach. To establish more population balance as well as in recognition of the anticipated future population growth for the City of Irvine [which is consistent with prior Regional Council actions, such as the adoption the Regional Housing Needs Assessment (RHNA) plan], the Subcommittee recommends moving Newport Beach from District #14 to District #15. This recommendation means that District #14 would be adjusted to comprise solely of the City of Irvine, with a population of 202,079 people.

  It should be noted that as of February 28, 2008, the OCCOG Board recommended that the composition of Districts #14 and #15 remain as-is. SCAG is in receipt of a letter from Sean Joyce, City Manager for the City of Irvine dated March 5, 2008, which is in opposition to the OCCOG Board decision. The letter from Irvine cited the anticipated future population growth of the City of Irvine as well as the lack of commonality between the cities of Irvine and Newport Beach as among the reasons why it supported the proposal to move Newport Beach from District #14 to District #15.

- District #15: District #15 currently comprises the cities of Costa Mesa and Fountain Valley and has a collective population outside of the recommended population range at 171,546 people. As noted above, the Subcommittee recommends moving the City of Newport Beach from District #14 to District #15 for better balance. The Subcommittee also noted that since Costa Mesa and Fountain Valley are currently not members of SCAG, moving Newport Beach from District #14 to District #15 would in turn provide

Regional Council representation on both Districts #14 and #15. Therefore, based upon this recommendation, District #15 would be adjusted to comprise the following cities with the following population:

Costa Mesa:	113,805
Fountain Valley:	57,741
Newport Beach:	84,218
Adjusted Population	255,764 people

Riverside County

- District #2: District #2 currently comprises the cities within the Coachella Valley Association of Governments (CVAG) subregion and has a collective population outside of the recommended population range at 373,504 people. The Subcommittee recommends that two Districts within the CVAG subregion be established, which is consistent with prior requests by CVAG. After obtaining input from CVAG representatives, the Subcommittee recommends that the two districts be established to comprise the western and eastern areas of the CVAG subregion. Therefore, based upon this recommendation, District #2 would represent the western area of the CVAG subregion and be adjusted to comprise the following cities with the following population:

Cathedral City:	52,115
Desert Hot Springs:	23,544
Indian Wells:	4,942
Palm Desert:	49,752
Palm Springs:	46,858
Aliso Viejo:	16,944
Adjusted Population	193,855 people

- District #63: District #63 currently comprises the cities of Canyon Lake, Corona, Lake Elsinore, Norco, and Perris. During the District Evaluations process, representatives from the Western Riverside Council of Governments (WRCOG) informed the Subcommittee that the City of Wildomar was recently approved by the electorate to be a new city in California, with official incorporation to be finalized by July 1, 2008. Based upon input from WRCOG representatives, the Subcommittee recommends that Wildomar be assigned to District #63. Therefore, based upon this recommendation, District #63 would be adjusted to comprise the following cities with the following population:

Canyon Lake:	10,969
Corona:	146,164
Lake Elsinore:	47,634
Norco:	27,361
Perris:	50,663
Wildomar:	27,000
Adjusted Population	309,791 people

- New District #66: As previously noted, the Subcommittee recommends that two Districts within the CVAG subregion be established. After obtaining input from CVAG representatives, the Subcommittee recommends that the two districts be established to comprise the western and eastern areas of the CVAG subregion. Therefore, based upon this recommendation, a new RC District #66 would be established to represent the eastern area of the CVAG subregion and would comprise the following cities with the following population:

Blythe:	22,625
Coachella:	38,486
Indio:	77,146
La Quinta:	41,092
Adjusted Population	179,349 people

- City of Menifee: According to WRCOG representatives, the City of Menifee is anticipated to become an official city in California within the near future. At such time, in accordance with the SCAG Bylaws, staff will consult with WRCOG, and assign Menifee to "a District with other cities with which it has contiguous borders." Menifee has an estimated population of approximately 60,467 people.

San Bernardino County

The Subcommittee recommends no adjustments to the Districts within San Bernardino County. For those Districts in San Bernardino County which are outside of the recommended population range (i.e. Districts #10 and #11), the Subcommittee, including Councilman McCallon who served as the Chair of the Subcommittee and represented the interests of the cities within San Bernardino County, determined it best not to make any changes at this time in order to preserve the community of interests of these districts, amongst other reasons.

Ventura County

The Subcommittee recommends no adjustments to the Districts within Ventura County. While the current population of District #47 is outside of the recommended population range, the Subcommittee, including Mayor Young who served as the Vice-Chair of the Subcommittee and represented the interests of the cities within Ventura County, determined it best not to make any changes at this time in order to preserve the community of interests between the cities in District #47.

Assuming that the Regional Council approves the recommendations made by the District Evaluations Subcommittee, the changes to the Regional Council Districts will be official. While the changes proposed by the Subcommittee do not involve any changes to the SCAG Bylaws, it is the Subcommittee's desire that the changes be forwarded to the General Assembly for information as part of the General Assembly meeting scheduled in May 2008.

FISCAL IMPACT:
Work related to the District Evaluations Subcommittee is included as part of the current Overall Work Program.

Attachment "A"

CITY NAME	SCAG_DISTR	POP_2007	RECOMMENDATIONS FROM DISTRICT EVALUATIONS SUBCOMMITTEE(DES)	NOTES
AVALON	0	3,521	City of Avalon not currently assigned to any District; based upon input from the cities of Long Beach and Avalon, DES recommends assigning Avalon to District #29, one of the two RC Districts assigned to Long Beach.	
LOS ANGELES	0	4,018,080		
0 Total		4,021,601		
BRAWLEY	1	25,694		
CALEXICO	1	37,552		
CALIPATRIA	1	7,773		
EL CENTRO	1	42,071		
HOLTVILLE	1	6,299		
IMPERIAL	1	11,852		
WESTMORLAND	1	2,372		
1 Total		133,613	Outside of range; DES recommends no change to preserve subregional boundaries.	
BLYTHE	2	22,625		
CATHEDRAL CITY	2	52,115		
COACHELLA	2	38,486		
DESERT HOT SPRINGS	2	23,544		
INDIAN WELLS	2	4,942		
INDIO	2	77,146		
LA QUINTA	2	41,092		
PALM DESERT	2	49,752		
PALM SPRINGS	2	46,858		
RANCHO MIRAGE	2	16,944		
2 Total		373,504	Outside of range; based upon input from CVAG representatives, DES recommends that establishment of additional district within CVAG subregion. The new district would be RC District #66 (see notes to the right).	District #2 adjusted to comprise western area of CVAG (i.e. Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert and Indian Wells); new District #66 to comprise eastern area of CVAG (i.e. La Quinta, Indio, Coachella and Blythe).
BANNING	3	28,272		
BEAUMONT	3	28,250		
CALIMESA	3	7,414		
MORENO VALLEY	3	180,466		

RIVERSIDE	4	291,398		
4 Total		**291,398**		
HEMET	5	71,705		
MURRIETA	5	97,257		
SAN JACINTO	5	34,345		
TEMECULA	5	97,935		
5 Total		**301,242**	**Outside of range; based upon input from WRCOG, DES recommends no changes to District #3.**	
COLTON	6	51,797		
GRAND TERRACE	6	12,380		
LOMA LINDA	6	22,451		
REDLANDS	6	71,375		
YUCAIPA	6	51,784		
6 Total		**209,787**		
HIGHLAND	7	52,186		
SAN BERNARDINO	7	205,010		
7 Total		**257,196**		
FONTANA	8	181,640		
RIALTO	8	99,064		
8 Total		**280,704**		
MONTCLAIR	9	36,622		
RANCHO CUCAMONGA	9	172,331		
UPLAND	9	75,169		
9 Total		**284,122**		
CHINO	10	81,224		
CHINO HILLS	10	78,668		
ONTARIO	10	172,701		
10 Total		**332,593**	**Outside of range; DES recommends no change to preserve community of interest.**	
BARSTOW	11	23,943		
BIG BEAR LAKE	11	6,207		
NEEDLES	11	5,759		
TWENTYNINE PALMS	11	24,830		
YUCCA VALLEY	11	21,044		
11 Total		**81,783**	**Outside of range; DES recommends no change; difficult to add more cities to District.**	**The OCCOG Board concurs with the recommendation by the DES.**
DANA POINT	12	36,946		
LAGUNA BEACH	12	25,131		
LAGUNA NIGUEL	12	66,608		
SAN CLEMENTE	12	67,373		
SAN JUAN CAPISTRANO	12	36,452		

12 Total		232,510	DES recommends moving City of Aliso Viejo from District #13 to RC District #12 to create more population balance between the two districts.	The OCCOG Board concurs with the recommendation by the DES.
ALISO VIEJO	13	45,037		
LAGUNA HILLS	13	33,391		
LAGUNA WOODS	13	18,426		
LAKE FOREST	13	78,243		
MISSION VIEJO	13	98,483		
RANCHO SANTA MARGARITA	13	49,718		
13 Total		323,298	Outside of range; DES recommends moving City of Aliso Viejo from District #13 to RC District #12 to create more population balance between the two districts.	The OCCOG Board concurs with the recommendation by the DES.
IRVINE	14	202,079		
NEWPORT BEACH	14	84,218		
14 Total		286,297	DES recommends moving Newport Beach from Distict #14 to Districti #15 to create more population balance as well in recognition of growth in Irvine. This would mean that District #14 would be comprised solely of the City of Irvine.	The OCCOG Board recommends that the composition of Districts #14 and #15 remain the same.
COSTA MESA	15	113,805		
FOUNTAIN VALLEY	15	57,741		
15 Total		171,546	Outside of range; DES recommends moving Newport Beach from Distict #14 to Districti #15 to create more population balance as well in recognition of growth in Irvine. This change would also provide representation within District #15 (Costa Mesa and Fountain Valley are not SCAG members).	The OCCOG Board recommends that the composition of Districts #14 and #15 remain the same.
SANTA ANA	16	353,428		
16 Total		353,428	Outside of range; DES recommends no change as District represents entire City of Santa Ana.	The OCCOG Board concurs with the recommendation by the DES.
ORANGE	17	138,640		
TUSTIN	17	70,350		
VILLA PARK	17	6,251		
17 Total		215,241		
CYPRESS	18	49,284		
GARDEN GROVE	18	172,781		
LA PALMA	18	16,162		
18 Total		238,227		
ANAHEIM	19	345,556		

	19 Total		345,556	Outside of range; DES recommends no change as District represents entire City of Anaheim.
LOS ALAMITOS		20	12,146	
SEAL BEACH		20	25,962	
STANTON		20	38,981	
WESTMINSTER		20	92,870	
	20 Total		169,959	Outside of range; DES recommends no change to preserve community of interest.
BUENA PARK		21	82,452	
FULLERTON		21	137,367	
	21 Total		219,819	
BREA		22	39,870	
LA HABRA		22	62,483	
PLACENTIA		22	51,597	
YORBA LINDA		22	67,904	
	22 Total		221,854	
ARTESIA		23	17,589	
CERRITOS		23	54,943	
HAWAIIAN GARDENS		23	15,922	
NORWALK		23	110,040	
	23 Total		198,494	Outside of range; DES recommends no change to preserve community of interest.
BELLFLOWER		24	77,189	
LAKEWOOD		24	83,641	
PARAMOUNT		24	58,087	
SIGNAL HILL		24	11,229	
	24 Total		230,146	
DOWNEY		25	113,587	
SOUTH GATE		25	102,233	
	25 Total		215,820	
COMPTON		26	99,451	
LYNWOOD		26	73,171	
	26 Total		172,622	Outside of range; DES recommends no change to preserve community of interest.
BELL		27	38,982	
BELL GARDENS		27	46,760	
CITY OF COMMERCE		27	13,494	
CUDAHY		27	25,870	
HUNTINGTON PARK		27	64,912	
MAYWOOD		27	29,957	
VERNON		27	95	
	27 Total		220,070	

The OCCOG Board concurs with the recommendation by the DES.

GARDENA		28	61,947	
HAWTHORNE		28	89,080	
INGLEWOOD		28	119,212	
	28 Total		**270,239**	
LONG BEACH		29	492,912	
	29 & 30 Total		**492,912**	City of Avalon not currently assigned to any District; based upon input from the cities of Long Beach and Avalon, DES recommends assigning Avalon to District #29, one of the two RC Districts assigned to Long Beach. District #30 would be represented solely by the City of Long Beach.
LA HABRA HEIGHTS		31	6,145	
LA MIRADA		31	50,267	
PICO RIVERA		31	67,074	
SANTA FE SPRINGS		31	17,849	
WHITTIER		31	87,190	
	31 Total		**228,525**	
EL MONTE		32	126,282	
ROSEMEAD		32	57,427	
SOUTH EL MONTE		32	22,464	
	32 Total		**206,173**	
AZUSA		33	48,640	
BALDWIN PARK		33	81,146	
COVINA		33	49,720	
GLENDORA		33	52,557	
IRWINDALE		33	1,655	
SAN DIMAS		33	37,011	
	33 Total		**270,729**	Based upon input from San Gabriel Valley COG, the DES recommends that San Dimas be moved from District #33 to District #38 to achieve more community of interest.
ALHAMBRA		34	89,488	
MONTEBELLO		34	65,686	
MONTEREY PARK		34	64,508	
	34 Total		**219,682**	
ARCADIA		35	56,556	
BRADBURY		35	938	
DUARTE		35	23,121	
MONROVIA		35	39,309	
SAN GABRIEL		35	42,691	
SAN MARINO		35	13,507	
SIERRA MADRE		35	11,039	
TEMPLE CITY		35	35,702	
	35 Total		**222,863**	
LA CANADA FLINTRIDGE		36	21,353	

PASADENA	36	147,262		
SOUTH PASADENA	36	25,824		
36 Total		194,439	Outside of range; DES recommends no change to preserve subregional boundaries.	
CITY OF INDUSTRY	37	804		
DIAMOND BAR	37	60,207		
LA PUENTE	37	43,338		
WALNUT	37	32,297		
WEST COVINA	37	112,953		
37 Total		249,599		
CLAREMONT	38	37,141		
LA VERNE	38	33,449		
POMONA	38	162,140		
38 Total		232,730	Based upon input from San Gabriel Valley COG, the DES recommends that San Dimas be moved from District #33 to District #38 to achieve more community of interest.	
CARSON	39	98,178		
LOMITA	39	21,127		
TORRANCE	39	148,558		
39 Total		267,863		
EL SEGUNDO	40	17,076		
HERMOSA BEACH	40	19,474		
LAWNDALE	40	33,572		
MANHATTAN BEACH	40	36,573		
PALOS VERDES ESTATES	40	14,085		
RANCHO PALOS VERDES	40	43,092		
REDONDO BEACH	40	67,495		
ROLLING HILLS	40	1,972		
ROLLING HILLS ESTATES	40	8,099		
40 Total		241,438		
BEVERLY HILLS	41	36,084		
CULVER CITY	41	40,792		
SANTA MONICA	41	91,124		
WEST HOLLYWOOD	41	37,653		
41 Total		205,653		
BURBANK	42	107,921		
GLENDALE	42	207,157		
SAN FERNANDO	42	25,145		
42 Total		340,223	Outside of range; DES recommends combining San Fernando with Santa Clarita to form new District (i.e. District #67).	The cities of San Fernando and Santa Clarita concur with the DES's recommendation.
LANCASTER	43	143,818		

PALMDALE		43	145,468	
SANTA CLARITA		43	177,158	
	43 Total		466,444	Outside of range; DES recommends moving Santa Clarita to form new District with San Fernando (i.e. District #67). The cities of San Fernando and Santa Clarita concur with the DES's recommendation.
AGOURA HILLS		44	23,340	
CALABASAS		44	23,652	
HIDDEN HILLS		44	2,040	
MALIBU		44	13,748	
WESTLAKE VILLAGE		44	8,893	
	44 Total		71,673	Outside of range; DES recommends no change to preserve subregional boundaries.
CAMARILLO		45	65,601	
OXNARD		45	192,997	
PORT HUENEME		45	22,347	
	45 Total		280,945	
MOORPARK		46	36,150	
SIMI VALLEY		46	124,524	
THOUSAND OAKS		46	127,739	
	46 Total		288,413	
FILLMORE		47	15,247	
OJAI		47	8,133	
SANTA PAULA		47	29,182	
SAN BUENAVENTURA		47	107,490	
	47 Total		160,052	Outside of range; DES recommends no change to preserve community of interest.
The City of LA* (CD 1)	**48 Total**		239,900	
The City of LA* (CD 2)	**49 Total**		289,000	
The City of LA* (CD 3)	**50 Total**		279,700	
The City of LA* (CD 4)	**51 Total**		270,300	
The City of LA* (CD 5)	**52 Total**		270,000	
The City of LA* (CD 6)	**53 Total**		258,600	
The City of LA* (CD 7)	**54 Total**		284,900	
The City of LA* (CD 8)	**55 Total**		250,600	
The City of LA* (CD 9)	**56 Total**		256,300	
The City of LA* (CD 10)	**57 Total**		248,300	
The City of LA* (CD 11)	**58 Total**		272,400	
The City of LA* (CD 12)	**59 Total**		277,200	
The City of LA* (CD 13)	**60 Total**		249,000	
The City of LA* (CD 14)	**61 Total**		245,800	
The City of LA* (CD 15)	**62 Total**		264,800	
CANYON LAKE		63	10,969	
CORONA		63	146,164	

LAKE ELSINORE	63	47,634	
NORCO	63	27,361	
PERRIS	63	50,663	
63 Total		282,791	Based upon input from WRCOG, the City of Wildomar recently became a new city (incorporation to be finalized on July 1, 2008) and DES recommends that it be assigned to District #63.
HUNTINGTON BEACH	64	202,250	
64 Total		202,250	
ADELANTO	65	27,139	
APPLE VALLEY	65	70,297	
HESPERIA	65	85,876	
VICTORVILLE	65	102,538	
65 Total		285,850	

MEMO

DATE: April 3, 2008

TO: Administration Committee and Regional Council

FROM: Wayne Moore, Chief Financial Officer, (213) 236-1804, moore@scag.ca.gov

SUBJECT: CFO Monthly Report

Accounting:

During the month of February, the Accounting department computed the FY09 dues assessments for all current members and three new members: Cities of Chino Hills, Mission Viejo, and San Jacinto, and the San Bernardino Council of Governments. The total dues amount is $1,504,472, 4.2% higher than the FY08 amount of $1,444,366. This will be submitted to the General Assembly in May as part of the General Fund budget for FY09.

Preparation began to convert SAP's reporting regimes to the new WBS structure. This structure was the basis on which the FY09 budget was developed. The new structure aggregates projects into fewer work elements thus placing the level of budgetary control at a level consistent with good business practice.

SCAG's irrevocable trust account at CalPERS was opened and activated. We will commence prefunding of our retiree medical liability, as measured under GASB 45 in March.

Budget and Grants:

The Draft FY09 OWP was transmitted to Caltrans and FHWA for review and comment. The FY08 OWP Amendment 3 was prepared to add some projects that will be initiated in the current fiscal year and to make some administrative adjustments.

Budget and Grants staff participated in the second quarter progress review meeting with Caltrans Districts 7, 8 and 11 and FHWA required representatives. The meeting agenda addressed project status updates, and preliminary comments from District 7 and the FY09 OWP.

The annual meeting with MPO's, Caltrans and FHWA will be held in April to address FY09 OWP comments from these funding partners.

MEMO

Contracts:

During the month of February, the contract department awarded 1 contract, issued 6 contract amendments, and 7 Request for Proposals (RFP). Staff also administers 70 consultant contracts and 13 Continuing Cooperative Agreements.

Lastly, staff continues their efforts to reduce procurement cycle time, administrative process and its associated cost. Accordingly, staff (Leyton Morgan) created an electronic library of contract files, which can be accessed by internal staff or external Caltrans staff. Previously, paper copies were routed throughout the agency and large files transmitted to Caltrans. These were cumbersome processes that took weeks to complete and were subject to documents being lost or misplaced. With the implementation of the electronic library, contract files are available internally and externally in real time.

Submitted by:

Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

EXPENDITURE REPORT

EIGHT MONTHS ENDED FEBRUARY 29, 2008

67% OF FISCAL YEAR ELAPSED

			Adopted Budget	Amendment #1	Budget after Amendment #1	Amendment #2	Amended Budget	Expenditures	Commitments	Budget Balance	% Budget Spent
1		Staff & Fringe Benefits	48,083		48,083		48,083	10,465		37,618	22%
2	9914	Indirect Costs	51,771		51,771		51,771	11,809		39,962	23%
3	54300	SCAG Consultants	320,000		320,000		320,000	137,863	83,938	98,200	69%
4	54340	Legal costs	200,000		200,000		200,000	33,734	76,266	90,000	55%
5	55600	SCAG Memberships	33,000		33,000		33,000	8,289	5,000	19,711	40%
6	55820	Training	50,000		50,000		50,000		49,988	12	100%
7	55910	RC/Committee Meetings	22,000		22,000		22,000	6,958		15,042	32%
8	55912	RC Retreaat	25,000		25,000		25,000			25,000	0%
9	55914	RC General Assembly	25,000		25,000		25,000	3,900	18,100	3,000	88%
10	55920	Other Meeting Expense	60,000		60,000		60,000	60,000		(0)	100%
11	55930	Miscellaneous other	49,800		49,800		49,800	28,999	14,936	5,865	88%
12	55940	Stipend - RC Meetings	130,000		130,000		130,000	107,030		22,970	82%
13	55972	Rapid Pay Fees	1,000		1,000		1,000	774		226	77%
14	55980	Reserve	330,000		330,000		330,000			330,000	0%
15	56100	Printing	7,500		7,500		7,500			7,500	0%
16	58100	Travel	56,000		56,000		56,000	24,374		31,626	44%
17	58150	Travel - Lodging over max	5,000		5,000		5,000	2,178		2,822	44%
18	58200	Travel - Registration fees	5,000		5,000		5,000	2,245		2,755	45%
19	58600	NARC Board Expense	3,500		3,500		3,500			3,500	0%
20	58700	RC Approved Costs	18,000		18,000		18,000	7,433		10,567	41%
21	58800	RC Sponsorships	116,500		116,500		116,500	12,850	9,688	93,962	19%
22		**Total General Fund**	**1,557,154**	**-**	**1,557,154**	**-**	**1,557,154**	**458,902**	**257,915**	**840,337**	46%
23											
24		Staff & Fringe Benefits	10,323,466	(22,225)	10,301,241	345,668	10,646,909	6,558,717	55,794	4,032,399	62%
25	9914	Indirect Costs	10,792,214	37,909	10,830,123	832,815	11,662,938	7,060,628		4,602,310	61%
26	54300	SCAG Consultants	12,826,884	(3,000)	12,823,884	(922,274)	11,901,610	2,434,381	4,260,141	5,207,089	56%
27	54330	Subregional Consultants	2,756,488	235,000	2,991,488	864,784	3,856,272	234,736	1,163,980	2,457,556	36%
28	54400	Subregional Contracts	514,710	15,000	529,710	123,306	653,016	15,297	178,413	459,306	30%
29	55280	Third Party Contribution	3,769,842	(25,264)	3,744,578	377,871	4,122,449	704,470		3,417,979	17%
30	55930	Miscellaneous - other	701,000		701,000		701,000	444,464	24,803	231,733	67%
31	56100	Printing	108,000	55,000	163,000		163,000	60,776	11,435	90,789	44%
32	58100	Travel	199,000	6,000	205,000	(3,000)	202,000	120,277		81,723	60%
33		**Total Other Funds**	**41,991,604**	**298,420**	**42,290,024**	**1,619,170**	**43,909,194**	**17,633,745**	**5,694,566**	**20,580,883**	53%
34											
35		**Grand Total**	**43,548,758**	**298,420**	**43,847,178**	**1,619,170**	**45,466,348**	**18,092,647**	**5,952,481**	**21,421,221**	53%

M:\B PANAS (ACCTG)\CFO REPORT\02 2008.xls CFO REPORT 3/26/2008 10:58 AM