



## ORANGELINE HIGH SPEED MAGLEV

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

City of Artesia  
City of Bell  
City of Bellflower  
City of Cerritos  
City of Cudahy  
City of Downey  
City of Huntington Park  
City of Los Alamitos  
City of Maywood  
City of Palmdale  
City of Paramount  
City of Santa Clarita  
City of South Gate  
City of Vernon

Chair

Kirk Cartozian  
Councilmember,  
City of Downey

Vice Chair

Troy Edgar  
Councilmember,  
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick  
Councilmember,  
City of Vernon

Auditor

Scott A. Larsen  
Councilmember,  
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono  
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

Gateway Cities Council  
of Governments  
Southern California  
Association of Governments  
City of Garden Grove  
City of Huntington Beach  
City of Long Beach  
City of Stanton

### ORANGELINE DEVELOPMENT AUTHORITY REGULAR MEETING

Wednesday, October 10, 2007

16401 Paramount Boulevard  
Paramount, CA 90723

Buffet Dinner – 6:00 p.m.  
Regular Meeting – 6:30 p.m.

#### A G E N D A

1. Call to Order
2. Pledge of Allegiance
3. Roll Call and Introduction of Attendees
4. Public Comments
5. Approval of Meeting Minutes of September 12, 2007
6. CLOSED SESSION:  
CONFERENCE WITH LABOR NEGOTIATOR  
Gov't Code sec. 54957.6  
Authority Negotiators: Kirk Cartozian, Scott Larsen and Troy Edgar  
Unrepresented employee: Al Perdon, Albert Perdon & Associates  
Position: Executive Director
7. Extension of Professional Services Agreement with Albert Perdon & Associates and Adoption of Resolution Approving Extension
8. Report on 2<sup>nd</sup> Annual North American PPP and Infrastructure Finance Conference and meetings with government, contractors, investors and financiers
9. Approval to initiate process to secure proposals from potential private development partners, including investors, financial advisors, contractors and station-area land developers
10. Discussion of outreach with project stakeholders, including the Southern California Association of Governments
11. Approval of Warrant Register
12. Communication Items to the Authority Board
13. Communication Items from the Authority Board
14. Adjournment – Next meeting November 14, 2007

**DRAFT**  
**MINUTES OF A REGULAR MEETING OF**  
**THE ORANGELINE DEVELOPMENT AUTHORITY**  
**WEDNESDAY, SEPTEMBER 12, 2007**

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**CALL TO ORDER**

City of Downey Councilman and Authority Board Chair Kirk Cartozian called the meeting to order at 6:35 p.m.

**PLEDGE OF ALLEGIANCE**

City of Cerritos Mayor Laura Lee led the assembly in the salute to the flag.

**ROLL CALL AND INTRODUCTION OF ATTENDEES**

Authority Board Members:

Kirk Cartozian – Authority Chair, Councilmember, City of Downey  
Troy Edgar – Authority Vice Chair, Councilmember, City of Los Alamitos  
W. Michael McCormick – Councilmember, City of Vernon  
Tony Lima – Councilmember, City of Artesia  
Frank Gurulé – Mayor, City of Cudahy  
Laura Lee – Mayor, City of Cerritos  
Scott Larsen – Mayor, City of Bellflower  
Maria Davila – Councilmember, City of South Gate

Others:

Albert Perdon – Executive Director, Orangeline Development Authority  
Diane Widergren – Administrative Assistant, Albert Perdon & Associates  
Sharad Mulchand – Transportation Planning Manager, LACMTA  
Dean Grose – Councilmember, City of Los Alamitos, and Alternate Board Member  
Eduardo Vega – City of Cerritos  
Greg Nord – Orange County Transportation Authority  
Patty Burnett – City of Vernon  
Steven Yee – City of Downey  
Albert Sawano – Gensler  
Maria Shafer – Minute Secretary

**PUBLIC COMMENTS**

City of Downey Councilman and Board Chair Kirk Cartozian opened public comments for those in the audience who wished to address the Authority on other than agenda items. There was no response and the public comments section of the meeting was closed.

**ITEM 5 – APPROVAL OF MEETING MINUTES OF AUGUST 8, 2007**

**MOTION:** City of Cudahy Mayor Frank Gurulé moved to approve the meeting minutes from August 8, 2007, as presented. City of South Gate Councilmember Maria Davila seconded the motion, which carried, unanimously.

**ITEM 6 – REPORT ON AUTHORITY EFFORTS TO SECURE ADDITIONAL CITIES AS PARTICIPATING MEMBERS OF THE ORANGELINE DEVELOPMENT AUTHORITY**

Vice Chair Troy Edgar reported that the City of Santa Ana has approved a motion to join the Orangeline Development Authority; the City will request funding from the Orange County Transportation Authority (OCTA) to cover the City's investment contribution. The OCTA continued consideration of the Orangeline High Speed Maglev item to its October meeting.

Regarding the City of Garden Grove, Mr. Edgar noted that focus will be on elevated versus at-grade rails. He addressed the Southern California Association of Governments (SCAG) position regarding the Orangeline High Speed Maglev and that further discussions are needed to work with Orange County cities, as well as with SCAG. He suggested an agenda item to develop strategies in regard to SCAG.

The Chair commented that it is each Member's obligation to communicate the project to other cities. He reported that City of Santa Clarita Mayor Marsha McLean has been constructive and has kept the group on track and focused. Also, as President of the League of California Cities, Marsha has done a great job placing attention to the project and the Chair commended her for her efforts. He added that Ms. McLean is focusing on the cities of Burbank and Glendale.

Vice Chair Edgar recognized his alternate, Dean Grose for his efforts in promoting the project. Mr. Edgar also reported on a call with the CEO of OCTA where he indicated an interest in learning more about the Orangeline High Speed Maglev.

City of Cerritos Mayor Laura Lee thanked Vice Chair Edgar for his many efforts as well.

The Chair acknowledged Executive Director Perdon for his energy in complementing Authority Board Member efforts.

Ensuing discussion pertained to affirming inclusion of Orangeline High Speed Maglev in the SCAG Regional Transportation Plan. The Orangeline High Speed Maglev is currently not considered a top priority by SCAG. Noted was the importance of forming an alliance of SCAG members who are also on the Orangeline Development Authority Board.

Vice Chair Edgar and City of Cudahy Mayor Frank Gurulé will be in contact to develop strategies.

Executive Director Perdon presented details on a recent meeting with Los Angeles County Supervisor Gloria Molina who expressed interest in the project and indicated she will have her staff take a close look at it. He encouraged Authority Board Members who fall within her district, particularly those who were not able to attend the meeting with the Supervisor, to call her to affirm their city's interest and support for the project; he offered to draft a letter for Authority Board Members to customize and send to Supervisor Molina.

**MOTION:** City of Bellflower Mayor Scott Larsen moved to receive and file the report. City of Vernon Councilmember and Board Secretary/Treasurer Mike McCormick seconded the motion, which carried unanimously.

**ITEM 7 – APPROVAL OF INPUT TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY REGARDING THE 2007 LONG RANGE TRANSPORTATION PLAN UPDATE**

Mr. Perdon introduced the item noting there were two related reports on today's meeting agenda, one dealing with the Los Angeles County Metropolitan Transportation Authority

(MTA) and the other with the Southern California Association of Governments (SCAG), both of which were important issues for the Authority Board to carefully consider. In addition, both present an opportunity to strengthen the presentation of the Orangeline High Speed Maglev and obtain stronger policy-level support.

Mr. Perdon noted the broad public recognition that the regional transportation system is not meeting the region's mobility needs. Plans being adopted by the MTA and SCAG will determine how current deficiencies will be addressed. He presented issues and specific recommendations pertaining to the 2007 Long Range Transportation Plan including ranking the Orangeline High Speed Maglev against other transit projects, evaluating benefits against public costs and ranking the project against highway projects. Mr. Perdon added the MTA ranked transit projects and highway projects separately, using different criteria and benefits, and that a project such as the Orangeline High Speed Maglev is not, but should be, considered as an alternative to highway widening projects.

Mr. Perdon stated that inclusion of the project in the LRTP is important to attract private investment and to ensure public agency support for the Orangeline High Speed Maglev project and for the Authority's use of existing public rights-of-way. The project is also important to the Los Angeles County MTA; Mr. Perdon referenced a recent article in the *Los Angeles Times* regarding clogged car-pool lanes and the need for other alternatives. He stressed that MTA plans indicate proposed improvements are not adequate to increase or even maintain current traffic speeds or to reduce congestion in the long run.

Mr. Perdon addressed allocation of transit funds, criteria used by the MTA for setting priorities and suggestions for other ways to prioritize projects. He presented comparisons relative to productivity and costs and suggested ranking based on annual passenger miles per million tax dollars. Mr. Perdon stressed the importance of engaging OCTA, MTA and SCAG with the Orangeline High Speed Maglev and requested the Board consider and approve the report for presentation to the Los Angeles County MTA.

Discussion followed regarding method for communicating and influencing the MTA. Mr. Perdon noted this can be achieved through public input/testimony by Board Members, Member Cities and MTA/Board Member City representatives. He added comments will be received until February 2008. Format for communication with the MTA would include a report from the Board as well as individual resolutions of approval from City Councils of each Member City.

The Chair noted it is incumbent on each Board Member to communicate the actions of the Board.

**MOTION:** City of Bellflower Mayor Scott Larsen moved that the Executive Director draft transmittal letters and a sample resolution for Member Cities to consider. City of South Gate Councilmember Maria Davila seconded the motion, which carried unanimously.

**ITEM 8 – APPROVAL OF INPUT TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGARDING THE REGIONAL TRANSPORTATION PLAN UPDATE**

Mr. Perdon presented proposed input to SCAG regarding the Regional Transportation Plan including revising the current Maglev System map and the inclusion of data and language as they relate to milestones and priorities. Proposed input to SCAG includes a request for recognition of the Orangeline High Speed Maglev and the Authority's efforts to organize and

advance the project, as well as inclusion of the project on the Maglev System map. He added that conflict can be avoided by being part of the discussion.

Mr. Perdon addressed previous SCAG resolutions supporting maglev projects and noted the Orangeline High Speed Maglev is consistent with SCAG policy. He also addressed the SCAG "State of the Region" report card summary and stated that the proposed recommendations are important to the Authority's program as well as to the region.

The Chair pointed out that the Orangeline High Speed Maglev helps provide additional ridership to other transportation systems such are rail and bus lines.

**MOTION:** City of Bellflower Mayor Scott Larsen moved to accept the recommendations, direct the Executive Director to send a draft resolution for each Member City to present to SCAG and follow up with each Member City to ensure passage of the resolution. Vice Chair Troy Edgar seconded the motion, which carried unanimously.

Ensuing discussion pertained to having Authority Board Member representation at the October 18th SCAG Board Meeting and an upcoming RTP workshop on Aviation and High Speed Regional Transportation.

**ITEM 9 – REPORT OF THE AUTHORITY BOARD AD-HOC CONTRACT NEGOTIATION COMMITTEE AND POSSIBLE ACTION REGARDING THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT PERDON & ASSOCIATES**

The Chair announced that in accordance with instructions by Legal Council, this item should be presented in a closed session, with the understanding that the Executive Director will continue providing services to the Authority pending approval of a new agreement.

**MOTION:** City of Bellflower Mayor Scott Larsen moved to continue the item to the next meeting of the Board, in closed session. City of Artesia Councilmember Tony Lima seconded the motion, which carried unanimously.

**APPROVAL OF WARRANTS**

**MOTION:** City of Cudahy Mayor Frank Gurulé moved to approve the warrant register as presented. City of Bellflower Mayor Scott Larsen seconded the motion, which carried unanimously.

**ITEM 10 – COMMUNICATION ITEMS TO THE BOARD**

Mr. Perdon presented the standard report including the Treasurer's report, News/Events and meetings held during the month of August. He requested that Authority Board Members email project-related articles to him.

**ITEM 11 – COMMUNICATION ITEMS FROM THE BOARD**

The Chair reported on recent meetings in Sacramento at the League of California Cities and re-iterated appreciation to City of Santa Clarita Mayor Marsha McLean for keeping the Orangeline High Speed Maglev "front and center".

City of Bellflower Mayor Scott Larsen introduced his new baby grand-daughter Kay Lee.

City of Vernon Councilmember Mike McCormick announced he will be elected Board President of the Independent Cities Association on September 13<sup>th</sup> and invited everyone to attend the event.

**ITEM 12 – ADJOURNMENT**

There being no further business to come before the Orangeline Development Authority, the meeting was adjourned at 8:08 p.m. The next regularly scheduled meeting will be held on Wednesday, October 10, 2007.

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

Approved:



**ORANGELINE HIGH SPEED MAGLEV**

**A G E N D A   R E P O R T**

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- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Clarita
- City of South Gate
- City of Vernon

**TO:** Members of the Orangeline Development Authority

**FROM:** Albert Perdon, Executive Director

**DATE:** October 10, 2007

**SUBJECT:** **Conference with Labor Negotiator  
Closed Session**

The Authority Board will meet in closed session, pursuant to Government Code Section 54957.6, to confer with labor negotiator.

Authority Negotiators: Authority Chair Kirk Cartozian, Authority Vice Chair Troy Edwards, and Authority Auditor Scott A. Larsen.

Unrepresented Employee: Al Perdon, Albert Perdon & Associates  
Position: Executive Director

Chair

Kirk Cartozian  
Councilmember,  
City of Downey

Vice Chair

Troy Edgar  
Councilmember,  
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick  
Councilmember,  
City of Vernon

Auditor

Scott A. Larsen  
Mayor,  
City of Bellflower

General Counsel

Michael Colantuono  
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council  
of Governments
- Southern California  
Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton



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AGENDA REPORT

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City of Maywood
City of Palmdale
City of Paramount
City of Santa Clarita
City of South Gate
City of Vernon

TO: Members of the Orangeline Development Authority
FROM: Kirk Cartozian, Chairman
DATE: October 10, 2007

SUBJECT: Extension of Professional Services Agreement with Albert Perdon & Associates and Adoption of Resolution Approving Extension

RECOMMENDATION

That the Board approve the Resolution approving extension of the Professional Services Agreement with Albert Perdon & Associates.

DISCUSSION

In August 2006, the Board approved a Professional Services Agreement with Albert Perdon & Associates. The term of the Agreement was 14 months commencing on September 1, 2006 and terminating on November 1, 2007. Albert Perdon & Associates would be paid a flat rate of \$13,750 per month. However, the Agreement contains a provision that compensation under the Agreement would not exceed \$165,000 (equaling only 12 months of services).

The Board subcommittee is working with Albert Perdon & Associates to finalize a new Professional Services Agreement to present to the Board for approval at the Board's November 14, 2007 meeting. In order to continue the services of Albert Perdon & Associates without disruption, and to provide time for the subcommittee to finalize a new Professional Services Agreement with Albert Perdon & Associates, the Board is asked to adopt the attached Resolution which would:

- 1. Extend the termination date of the current Agreement with Albert Perdon & Associates until November 30, 2007; and
2. Authorize Albert Perdon & Associates to continue providing services under the current Agreement until November 30, 2007 and authorize the payment of Albert Perdon & Associates under the current contract rate for the months of September 2007 through November 2007.

ATTACHMENT

- 1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGELINE DEVELOPMENT AUTHORITY AUTHORIZING EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT PERDON & ASSOCIATES, INC.

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Mayor,
City of Bellflower

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
Southern California Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGELINE DEVELOPMENT AUTHORITY AUTHORIZING EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT PERDON & ASSOCIATES, INC.**

**WHEREAS**, in August 2006, the Board of Directors of the Orangeline Development Authority ("Board") approved a Professional Services Agreement (PSA) with Albert Perdon & Associates, Inc. to provide consulting services to the Authority;

**WHEREAS**, the PSA was a 14-month agreement commencing on September 1, 2006 and terminating on November 1, 2007;

**WHEREAS**, the PSA provides that the total compensation paid to Albert Perdon & Associates, Inc. shall not exceed a total of \$165,000 for the entire term of the Agreement, which equals 12-months of funding under the PSA;

**WHEREAS**, the Board's subcommittee is working with Albert Perdon & Associates, Inc. to negotiate a new agreement to be presented to the Authority at its regular meeting of November 14, 2007;

**WHEREAS**, the Board may extend the term of the PSA and authorize additional payments for services exceeding the cap of \$165,000 stated in the PSA if such modifications are approved by the Board in writing;

**WHEREAS**, the Board wishes to extend the term of the PSA and to authorize payment of services by Albert Perdon & Associates for the months of September through November 2007.

**THE ORANGELINE DEVELOPMENT AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:**

**Section 1.** Section 3.4 ("Expiration Date") of the PSA shall be modified to read: "November 30, 2007".

**Section 2.** The Board approves the payment of \$13,750 to Albert Perdon & Associates, Inc. for services rendered for September 2007 and the payment of \$13,750 per month to Albert Perdon & Associates, Inc. for services rendered for October and November 2007.

**Section 3.** These modifications to the PSA are approved subject to the written approval of Albert Perdon & Associates, Inc.

**Section 4.** The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 10<sup>th</sup> day of October 2007.

AYES: Board Members:  
NOES: Board Members:  
ABSTAIN: Board Members:

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Kirk Cartozian, Chair

ATTEST:

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W. Michael McCormick, Secretary

APPROVED AS TO FORM

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General Counsel

AGREED:

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Albert Perdon on behalf of  
Albert Perdon & Associates, Inc.

**PROFESSIONAL SERVICES AGREEMENT**  
(Orangeline Development Authority/Albert Perdon & Associates, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Orangeline Development Authority (“Authority”), a joint powers entity established pursuant to the California Joint Exercise of Powers Act, and Albert Perdon & Associates, Inc., a California corporation (“Consultant”).

**2. RECITALS**

- 2.1 Authority has determined that it requires the following professional services from a consultant: to perform the functions and duties of Executive Director of Authority as described in this Agreement.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, Authority and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Exhibit “A” (“Scope of Services”) attached hereto and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Exhibit “B” (“Approved Fee Schedule”) attached hereto and incorporated herein by this reference.
- 3.3 “Commencement Date”: September 1, 2006
- 3.4 “Expiration Date”: November 1, 2007

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

**5. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services.

Authority shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred and Sixty Thousand Dollars (\$165,000.00) unless specifically approved in advance and in writing by Authority.

- 5.2 Consultant shall obtain a business license from one (1) city represented by the Authority prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to Authority. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000, *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) Authority has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall be permitted to hire and use subcontractors, upon reasonable notice provided by Consultant and the approval of Authority. Albert H. Perdon shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Authority's prior written consent.
- 5.6 Consultant shall perform the scope of services, and shall use its best efforts to work at least forty (40) hours per week on behalf of Authority. Consultant's duties may involve expenditure of time in excess of forty (40) hours per week. Consultant shall not be entitled to additional compensation for such time.
- 5.7 The Authority Board shall review and evaluate Consultant's performance at least annually. The Authority Board and Consultant shall develop mutually agreeable performance goals and criteria, which the Authority Board shall use in reviewing

Consultant's performance. It shall be Consultant's responsibility to initiate this review each year. Consultant will be afforded an adequate opportunity to discuss the evaluation with the Authority Board.

## **6. COMPENSATION**

- 6.1 Authority agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall contain an activity report describing and itemizing the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, Authority shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Authority shall approve the payment of all undisputed amounts included on the invoice. Authority shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Authority without restriction or limitation upon its use or dissemination by Authority. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to Authority, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Authority or otherwise to act on behalf of Authority as an agent. Neither Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Authority.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Authority. Authority shall grant such consent if disclosure is legally required. Upon request, all Authority data shall be returned to Authority upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that Authority, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Authority with the fullest protection possible under the law. Consultant acknowledges that Authority would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect Authority as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.
- 10.3 Authority shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due Authority from Consultant as a result of Consultant's failure to pay Authority promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.

- 10.6 Authority does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant may be required to carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance, if required, shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California

11.1.4 Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Authority may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with Authority's Secretary a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Authority and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with Authority's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming Authority and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Authority. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to Authority. Any insurance or self-insurance maintained by Authority and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Authority.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of Authority, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.12 During the term of this Agreement, Authority shall carry, maintain, and keep in full force and effect Comprehensive General Liability Insurance for Contractor as an insured with coverage limits of not less than One Million Dollars (\$1,000,000)



including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

**12. MUTUAL COOPERATION**

- 12.1 Authority shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against Authority relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Authority may require.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Authority shall have the right to access and examine such records, without charge, during normal business hours. Authority shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Authority's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

To Authority:

To Consultant:

Art Gallucci, Secretary  
Orangeline Development Authority  
18125 Bloomfield Ave.  
P.O. Box 3130  
Cerritos, CA 90703  
T: (562) 916-1310  
F: (562) 916-1373

Albert H. Perdon  
12748 Castleford Lane,  
Cerritos, CA 90703-7219  
T: (310) 871-1113  
F: (562) 926-8213

With a courtesy copy to:

Michael G. Colantuono  
General Counsel  
Colantuono & Levin, P.C.  
555 West Fifth Street, 31<sup>st</sup> Floor  
Los Angeles, CA 90013-1018  
F: (213)533-4191

## **16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

## **17. TERMINATION**

17.1. Authority shall have the right to terminate this Agreement for any reason on thirty (30) days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty (30) days' written notice to Authority. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Authority data, documents, objects, materials or other tangible things shall be returned to Authority upon the termination or expiration of this Agreement.

17.2. If Authority terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## **18. GENERAL PROVISIONS**

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Authority's prior written consent, and any attempt to do so shall be void and of no effect. Authority shall not be obligated or liable under this Agreement to any party other than Consultant.

- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by Authority or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Authority or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Authority and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Authority and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“CONSULTANT”**

---

Albert H. Perdon  
President  
Albert Perdon & Associates, Inc.

**“AUTHORITY”**

ATTEST:

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Art Gallucci, Secretary

Approved as to form:

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Michael G. Colantuono, General Counsel

---

Scott Larsen, Chairman  
Orangeline Development Authority

## EXHIBIT A SCOPE OF SERVICES

- Coordinate all Authority Board meetings;
- Prepare and assemble all staff reports and their respective attachments, subject to the review and approval of the Authority Secretary or his designee, post the agenda and agenda reports in their final approved format on the Authority website and have the agendas posted at designated posting places;
- Attend to the day-to-day administrative matters of the Authority and to manage and operate the affairs of the Authority;
- Communicate and interact with members of the Authority Board and staff as appropriate;
- Secure funding for the Authority's Maglev Project;
- Oversee and manage contracts with the Authority's contractors, including the Authority's development partner and environmental consultants.

EXHIBIT B  
APPROVED FEE SCHEDULE

1. Flat Monthly Rate. Authority shall pay Consultant for the scope of services a flat rate of \$13,750.00 per month. Consultant shall be responsible for the payment of all applicable taxes.

2. Reasonable Travel Expenses. Authority recognizes that certain travel expenses outside the Southern California Association of Governments ("SCAG") region related to the business of the Authority may be incurred by Consultant. Authority agrees to reimburse Consultant for reasonable travel expenses outside the SCAG region which are authorized in advance by the Authority, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the Authority.

3. Reimbursable Costs. Authority recognizes that certain additional costs will be incurred by the Consultant related to the business of the Authority and the scope of services. Authority shall reimburse Consultant for the following actual costs as shown by receipts, reports, invoices:

a. Office Printing and Supplies: Not to exceed the amount budgeted for such costs.

b. Local travel Only actual mileage at the rate set by the IRS. A monthly mileage report must be submitted to the Authority prior to reimbursement for local travel. Consultant shall be reimbursed for actual mileage in an amount not to exceed \$500 per month.



**ORANGELINE HIGH SPEED MAGLEV**

**A G E N D A   R E P O R T**

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Clarita
- City of South Gate
- City of Vernon

**TO:** Members of the Orangeline Development Authority  
**FROM:** Albert Perdon, Executive Director  
**DATE:** October 10, 2007

**SUBJECT:** **Report on 2<sup>nd</sup> Annual North American Public Private Partnership and Infrastructure Finance Conference**

**RECOMMENDATION**

That the Authority Board reviews the information provided in this report and provides guidance to staff.

**DISCUSSION**

On September 25-26, 2007, the Executive Director attended the 2<sup>nd</sup> Annual North American Public Private Partnership and Infrastructure Finance Conference, held at the Waldorf Astoria Hotel in mid-town Manhattan, New York. The following summarizes the knowledge gained and business accomplished at the conference.

1. Attending a conference at a hotel where the President of the United States is staying was exciting but also presented some traffic and security-related inconveniences. Despite the close proximity to the President, the opportunity to speak with him about the Orangeline High Speed Maglev did not present itself.
2. The conference attracted over 300 attendees from throughout the globe representing numerous investment bankers, infrastructure construction and concession companies, private equity funds, financial advisers and public agency officials, many with direct experience in the successful financing and implementation of infrastructure project public private partnerships
3. Individual contact was made and one-on-one meetings were held with more than 20 conference attendees to discuss the Orangeline High Speed Maglev project. A brochure prepared for the conference describing the Orangeline High Speed Maglev investment opportunity was provided to each of the contacts and to other attendees, giving extensive visibility to the project.
4. Information was gained on some of the prevalent forms of public private partnerships and their key features and approaches relating to financing mechanisms, means for allocating risks, availability payments, public perceptions, advisory services, concession agreements, public agency oversight, operating terms and more.
5. Of keen interest to potential investors is the value of station-area land development entitlements and the opportunities for participation in station-area development and for value capture to support the project financial plan.
6. The meetings stimulated positive interest in the Orangeline High Speed Maglev, confirmed the availability of investment capital, and identified steps to secure investment in the project.

Chair

Kirk Cartozian  
Councilmember,  
City of Downey

Vice Chair

Troy Edgar  
Councilmember,  
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick  
Councilmember,  
City of Vernon

Auditor

Scott A. Larsen  
Mayor,  
City of Bellflower

General Counsel

Michael Colantuono  
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council  
of Governments
- Southern California  
Association of Governments
- City of Garden Grove
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- City of Long Beach
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**TO:** Members of the Orangeline Development Authority  
**FROM:** Albert Perdon, Executive Director  
**DATE:** October 10, 2007

**SUBJECT:** **Initiate process to secure proposals from development partners, including investors, financial advisors, contractors and station-area land developers**

**RECOMMENDATION**

That the Authority Board reviews the information and recommendations provided in this report and provides guidance to staff.

**DISCUSSION**

During the past several months, staff has met with numerous investment bankers, financial advisors and fund managers. These meetings have had the dual purpose of getting the word out on the Orangeline High Speed Maglev as an investment opportunity and for gaining insights on how best to position the project to secure favorable interest in the project.

The Governor's Cabinet Secretary has expressed interest in the Orangeline High Speed Maglev and specifically requested information identifying what private investors are willing to do to finance the project and what they expect in turn from the state and local agencies. At the same time, staff has been refining the financial analysis presented in the Milestone 10 report and developing information material aimed at addressing the investment community's specific areas of interest.

Based on results of the most recent discussions with investors and others, staff believes that it is now time to initiate a formal process for securing expressions of interest and proposals from the investment and infrastructure and land development community. This process would lead to one or more proposals for the Authority Board's review and ultimate selection of development team capable of financing and building the Orangeline High Speed Maglev project.

A key part of this effort will be a pre-proposal conference to be held in January 2008 for the purpose of maximizing interest in the project by demonstrating the project's broad base of political support and technical strength, and for addressing questions of potential proposers. Staff intends this conference to be self-funded from registration fees. Outside resources would be used to assist in organizing this conference.

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**TO:** Members of the Orangeline Development Authority  
**FROM:** Albert Perdon, Executive Director  
**DATE:** October 10, 2007

**SUBJECT:** **Discussion of outreach with project stakeholders, including the Southern California Association of Governments**

**RECOMMENDATION**

That the Authority Board reviews the information and recommendations provided in this report and provides guidance to staff.

**DISCUSSION**

At its meeting of September 12, 2007, the Authority Board discussed the matter of securing additional cities as participating members of the Orangeline Development Authority. Vice Chair Edgar commented on the efforts to gain support of additional Orange County cities, as well as the Southern California Association of Governments (SCAG). Vice Chair Edgar requested that an item be included in the agenda for the October meeting to develop strategies in regard to SCAG.

Staff recommends that the Authority Board continue its efforts to advocate for the Orangeline High Speed Maglev among local elected officials, particularly those representing cities along the corridor that we want to have join as members of the Authority.

Staff is preparing a listing of corridor cities and their city council members. Also included are officials of other stakeholder agencies whose support is critical to success of the Orangeline High Speed Maglev project. This listing will be available for Authority Board review at the Authority Board meeting.

Chair

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**ORANGELINE HIGH SPEED MAGLEV**

**AGENDA REPORT**

**TO:** Members of the Orangeline Development Authority  
**FROM:** Albert Perdon, Executive Director  
**DATE:** October 10, 2007  
**SUBJECT:** **Approval of Warrant Register**

**RECOMMENDATION**

That the Authority Board approves the attached Warrant Register, as prepared and recommended for approval by the Treasurer, for the period September 13, 2007 through October 10, 2007.

**ATTACHMENT:**

1. Warrant Register for September 13, 2007 through October 10, 2007.

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City Manager,  
City of South Gate

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Colantuono & Levin, PC

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**Orangeline Development Authority  
Warrant Register  
General Fund  
From 9/13/07 to 10/10/07**

| Check<br>Number | Payee                            | Check Amount        | Transaction Description  |
|-----------------|----------------------------------|---------------------|--|
| 1217            | Albert Perdon & Associates, Inc. | \$ 19,057.97        | Inv. #OLDA 07-10 dated 10/1/07: Charges 9/1/07-9/30/07<br>Inv. #OLDA 07-10exp dated 10/10/07: Expense Charges 9/1/07-9/30/07 |
| 1218            | Colantuono & Levin, PC           | 180.00              | Inv. #16069 dated 9/12/07: Professional Services 8/1/07-8/31/07  |
| 1219            | Erharts Food Service             | 487.13              | Contract dated 9/5/07: Catering Services 9/12/07   |
| 1220            | Frank Gurule                     | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1221            | Kirk Cartozian                   | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1222            | Laura Lee                        | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1223            | Maria Davila                     | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1224            | Maria Shafer                     | 96.00               | Inv. #517 dated 9/5/07: Attendance and Minutes preparation for OLDA 8/8/07   |
| 1225            | Mike McCormick                   | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1226            | Scott A. Larsen                  | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1227            | Tony Lima                        | 100.00              | OLDA Meeting Stipend 9/12/07   |
| 1228            | Tony Edgar                       | 100.00              | OLDA Meeting Stipend 9/12/07   |
|                 | Total                            | <u>\$ 20,621.10</u> |  |



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: October 10, 2007
SUBJECT: Communication Items to the Board

RECOMMENDATION

That the Authority Board reviews and discusses the information items and provides possible direction to staff.

INFORMATION ITEMS

Treasurer's Report

The Finance Director's September 2007 Report is shown in Attachment 1.

In the News/Events

- Munich Transrapid Maglev Project Set in Motion
State faces 20 years of deficits.
L.A., O.C. still have the worst traffic

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City of Stanton

- **Live Internet Chat Set for Oct. 17 at Metro.net** – Metro Board Chair Pam O'Connor invites the public to comment on the agency's traffic-busting plans for Los Angeles County and share ideas for staving off gridlock in Metro's first Live Chat internet forum scheduled during the noon hour on Wednesday, Oct. 17. Go to [metro.net/chat](http://metro.net/chat) and post questions and comments.

## Meetings

Authority Board Members and the Executive Director participated in or are scheduled to participate in the following meetings:

- **California League of Cities** – September 6-7, 2007; a number of Board members attended the League's Annual meeting in Sacramento, at which they discussed the Orangeline High Speed Maglev with other local and state officials.
- **Independent Cities Association** – September 13, 2007; a number of Board members attended the meeting at which Vernon City Councilmember and Board Treasurer Mike McCormick was sworn in as the Association's new President.
- **Infrastructure Investment Conference** – September 25-26, 2007; Executive Director attended Conference and met with a number of potential investors and other key contacts active in infrastructure investment and financing.
- **Orange County Transportation Authority** – September 27, 2007; Charlene Palmer, ARCADIS, attended meeting of Transit Planning & Operations Committee at which Southern California Association of Governments made presentation on regional maglev program, including Orangeline High Speed Maglev.
- **Senator Allen Lowenthal** – October 2, 2007; Chair Cartozian and Executive Director briefed the Senator on the current project status.
- **British Consulate-General** – October 2, 2007; Executive Director met with a representative of the British Consulate-General's office, the head of International Financial Services, London, and the Chairman of UK Trade & Investment, Public Private Partnership Advisory Group.
- **Los Angeles City Councilmember Ed Reyes** – October 4, 2007; Chair Cartozian and Executive Director met with City Councilmember Ed Reyes.
- **Congressman Ed Royce** – October 13, 2007; Vice Chair Edgar and Executive Director will meet with office of Congressman Royce to provide update on project.
- **Infrastructure Investment Conference** – October 18-19, 2007; Executive Director will attend Conference and meet with potential investors and transportation infrastructure contractors and concessionaires.
- **Wings, Wheels, Rotors & Expo** – October 28, 2007; Authority will have an information booth at 6<sup>th</sup> annual expo in Los Alamitos (estimated cost \$3000).
- **League of California Cities, Independent Cities Association, Contract Cities Association** – November 8, 2007; Presentation on the Orangeline High Speed Maglev by Chair Cartozian and Executive Director.
- **Private Equity Investor Forum** – November 14, 2007; Executive Director will serve as a panelist at a forum sponsored by the Century City Chamber of Commerce

## ATTACHMENT

1. Treasurer's Report September 2007

**Orangeline Development Authority  
Treasurer's Report  
General Fund  
From 9/13/07 to 10/10/07**

|                                  |    |                    |
|----------------------------------|----|--------------------|
| Beginning Cash Balance (9-13-07) | \$ | 177,954.63         |
| Cash Receipts                    |    | 13,022.63          |
| Cash Expenditures                |    | <u>(20,621.10)</u> |
| Ending Cash Balance (10-10-07)   | \$ | <u>170,356.16</u>  |

---

W. Michael McCormick  
Treasurer