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 Glendale
- City of Huntington Park
- City of Los Alamitos*
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

**Chair**
Kirk Cartozian
Councilmember, City of Downey

**Vice Chair**
Bruce Barrows
Mayor Pro Tem, City of Cerritos

**Secretary/Treasurer**
W. Michael McCormick
Councilmember, City of Vernon

**Auditor**
Scott A. Larsen
Councilmember, City of Bellflower

**General Counsel**
Yvette Abich
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 Long Beach
City of Stanton

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**REVISED AGENDA**

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 10, 2008
6. Adopt a Resolution of the Orangeline Development Authority Board of Directors to Approve the DBE Race-Neutral Implementation Agreement with Caltrans
7. Approval of modified legal service and fee agreement with DLA Piper US LLP
8. Approval of Warrant Register
9. Communication Items to the Authority Board
10. Communication Items from the Authority Board
11. CLOSED SESSION:
    CONFERENCE WITH LABOR NEGOTIATOR
    Gov't Code sec. 54957.6
    Authority Negotiators: Authority Chair Kirk Cartozian, Authority Vice Chair Bruce Barrows and Authority Auditor Scott A. Larsen.
    Unrepresented employee: Al Perdon, Albert Perdon & Associates
    Position: Executive Director
12. Adjournment – Next meeting November 12, 2008

The Agenda Packet is available for review by contacting the Authority Office at the address shown below and at www.orangeline.calmaglev.org.
CALL TO ORDER

City of Downey Councilman and Authority Board Chair Kirk Cartozian called the meeting to order at 6:30 p.m.

He introduced City of Glendale Councilmember Frank Quintero who stated he looked forward to working with the Authority in achieving its goals and objectives.

ROLL CALL AND INTRODUCTION OF ATTENDEES

The Chair welcomed everyone, including guests. Attendees introduced themselves and provided brief background information and experience.

Authority Board Members:
- Kirk Cartozian – Authority Chair, Councilmember, City of Downey
- Bruce Barrows – Authority Vice Chair, Mayor Pro Tem, City of Cerritos
- Frank Quintero – Councilmember, City of Glendale
- Scott Larsen – Councilmember, City of Bellflower
- Veronica Guardado – Councilmember, City of Maywood
- Daryl Hofmeyer – Councilmember, City of Paramount
- Steve Hofbauer – Councilmember, City of Palmdale
- Marsha McClean – Councilmember, City of Santa Clarita
- W. Michael McCormick – Councilmember, City of Vernon
- Maria Davila – Councilmember, City of South Gate

Others:
- Albert Perdon – Executive Director, Orangeline Development Authority
- Dan Ballin – General Counsel, Colantuono & Levin, PC
- John Perfitt – Development Director, City of Downey
- Robert Newman - City of Santa Clarita
- Sharad Mulchand – Transportation Planning Manager, MTA
- James Starbird – City Manager, City of Glendale
- Ron Bates – City Manager, City of South Gate
- Linda Benedetti-Leal, City Manager, City of Paramount
- Rory Burnett – City of Vernon, Orangeline Development Authority Dir. of Finance
- Albert H Perdon – Transit Media Consultants
- Maryann Maloney – Maryann Maloney & Associates
- Fred Zohrehvand – Public Works Director, City of Glendale
- Richard Ornitz – DLA Piper LLP
- Erich Eisenegger – DLA Piper LLP
- Maria Shafer – Minute Secretary

PUBLIC COMMENTS

City of Downey Councilmember and Authority 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 JULY 9, 2008

MOTION: City of Bellflower Councilmember Larsen moved to approve the minutes from the meeting of July 9, 2008, as submitted. City of Paramount Councilmember Daryl Hofmeyer seconded the motion, which carried unanimously.

The Chair requested the addition of an item to the Meeting Agenda, as follows: Item 8A – CONSIDERATION OF APPROVAL OF DLA PIPER LLP LEGAL SERVICES AGREEMENT AS MODIFIED FOLLOWING THE JULY 2008 MEETING. He added that in order to bring forth the subsequently needed item, he would need a two-thirds vote; thus, requiring seven out of ten members present to support his request. He presented the factors to consider before approving addition of the item. He reported the item came to the attention of the Authority September 9, 2008 after the Agenda was posted; also, there is an immediate need to take action and move forward with bringing DLA Piper on board to deal with legal issues pertaining to the viability of the Project which cannot wait until future meetings without adversely impacting the Authority’s program.

MOTION: Authority Vice Chair and City of Cerritos, Mayor Pro Tem, Barrows moved to add the item to the Agenda. City of South Gate Councilmember Davila seconded the motion, which carried, unanimously.

The Chair added that the item will be up for discussion at the appropriate time in the Agenda.

ITEM 6 - ADOPT A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS TO SELECT A CHAIR AND VICE CHAIR

The Chair introduced the item and deferred to Executive Director Al Perdon for a report.

Mr. Perdon reported the Authority’s By Laws specify that at its first meeting of the fiscal year, which is in July, the Authority Board is required to consider appointment of a new Chair and Vice Chair. Although this did not occur in July, it was communicated to the Board that the item would be brought up at the next meeting; therefore, the item is presented for consideration at this time.

MOTION: Authority Vice Chair and City of Cerritos Mayor Pro Tem Barrows moved that the current Chair, City of Downey Councilmember Kirk Cartozian remain as Authority Chair until December 2008 or January 2009 at which time the item could be reconsidered. City of Santa Clarita Councilmember McLean seconded the motion.

Discussion followed regarding the rotation of Councilmembers for the City of Downey occuring in December, at which time Mr. Cartozian will have reached his term limit as a member of the Downey City Council and would thus not be available to serve as a member of the Authority Board. Discussion followed suggesting that the Vice Chair also remain in the position.

The motion carried, unanimously.

Item 7 - ADOPT A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS TO APPROVE THE DBE RACE-NEUTRAL IMPLEMENTATION AGREEMENT WITH CALTRANS
The Chair read title to the aforementioned item and deferred to Executive Director Al Perdon for a report.

Mr. Perdon reported the Authority is finalizing preparation of a funding agreement with Caltrans and that in a recent meeting with Caltrans staff; the Authority was informed that it is necessary for the Authority to enter into the “Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies” agreement with Caltrans. It establishes a policy on how the Authority would procure professional services and that it would comply with the requirements set forth within the Agreement. He recommended the Authority Board authorize the Chair to sign the agreement. He added one of the requirements is to establish a percent goal for the annual anticipated DBE participation level. Mr. Perdon stated he is trying to check with other agencies to determine what their goal is and that the Authority would establish a comparable goal since it would be operating in the same area.

He asked the Authority Board to allow him to obtain that information and include it in the agreement, at which time the Authority Board would be advised. He stated the other option would be to continue the item to the next Authority Board meeting after that information is obtained.

Discussion followed regarding clarification of the anticipated level and complying with the agreement requirements.

**MOTION:** Authority Vice Chair and City of Cerritos, Mayor Pro Tem, Barrows moved to table the item until the required information can be obtained. City of Vernon Councilmember McCormick seconded the motion which carried, unanimously.

**ITEM 8A - CONSIDERATION OF APPROVAL OF DLA PIPER LLP LEGAL SERVICES AGREEMENT AS MODIFIED FOLLOWING THE JULY 2008 MEETING**

The Chair expressed his appreciation to Board Members to consider the item and reported this has been in the works for several months and that the Chair called for a meeting yesterday to review some of the remaining legal questions brought up by several City Managers. He added that he was satisfied with the answers received as far as the ability to move forward legally and not have the cities or the Authority have a financial impact until proceeds, which are to be specifically identified, are received by the Authority. He introduced Richard Ornitz and Erich Eisenegger from DLA Piper for a presentation.

Mr. Ornitz addressed the Authority identifying the assets of the Authority, including the corridor, design engineering resources, freight tariff on cargo, real estate-related assets (stations), increased real estate valuations and assets under development, which together, make the project socially, politically and financially viable. He stated that the Authority has the critical assets it needs for a successful project and that the goal is to understand the views and objectives of each Member City, in order to align interests and to accomplish the established objectives for the Project.

Mr. Ornitz reported that a major approach would entail highlighting the technology as newsworthy, environmentally safe and alleviating congestion. He added that his agency would work with each city to define objectives. He addressed funding available in the high-speed raid bill and suggested an advisory board of qualified, willing, sophisticated individuals to provide advise, momentum, stature, neutrality and objectivity.
He acknowledged the Authority Board has already done something remarkable in unifying sixteen cities towards a common goal and stated this is a project whose time has come. He suggested getting money together to be able to certify legal issues raised by city managers and reported his agency would not spend any time or money that was not first authorized by the Authority and that DLA Piper would meet with each member city to develop specific objectives together.

The Chair expressed his appreciation for their interest and presentation and reported meetings were held to iron out areas of concerns, which resulted in being comfortable with the process and with moving forward.

Vice Chair Barrows addressed questions by city managers regarding legalities and reported cities have a history of working together. Mr. Barrows felt it was wise to study the item further, as was done, and he suggested going forward with the resolution. He addressed the budget process and the need to continue working with individual cities.

In response to inquiries from City of Glendale Councilmember Quintero, the Chair explained phases that had separate, identifiable budgets for each where the Authority would need to accomplish one phase in order to proceed with the next. City managers and Authority Board Members felt that they wanted to find a solution as to how the Authority will engage with DLA Piper without “jumping the gun”. A new phase was added to the Agreement. The new phase is limited to a budget of $100,000 to $150,000 to be funded by the member cities. Contributions would be considered on an individual city-by-city basis by city managers and then, if necessary, go before City Councils for approval. The intent is to address specific legal concerns that came up from some of the city managers; it was felt these issues needed to be resolved before proceeding with further steps.

Discussion followed regarding a schedule for the allocation of costs. It was noted that if the money is not there, there would be no money to pay DLA Piper and DLA Piper understands that. Including the new phase does not commit member cities to any dollar amount.

General Counsel Dan Ballin reported the agreement would need to be approved with provisions including the agreement of member agencies to obtain funding and that the Authority issue a notice to proceed.

Mr. Ornitz indicated that the current agreement states DLA Piper would not work without the approval of the Authority and that DLA Piper would be happy to consider any additions to the agreement and stressed the importance of solidifying legal authority.

City of South Gate City Manager Ron Bates expressed concerns that there has not been sufficient time to review the new agreement and asked to specifically include within the agreement that if the money is not specifically allocated to DLA Piper, DLA Piper would not call on any other resources of the Authority or any member city to collect legal fees. He suggested planning strategies to utilize public funding in order to obtain private funding.

Vice Chair Barrows responded that what Mr. Bates is requesting is exactly what DLA Piper is proposing in order to head off problems and addressed language in the agreement.

Mr. Ballin agreed language needs to be added in order to protect the Authority.

Mr. Ornitz encouraged the Authority to add language to protect the Authority, noted the principal is clear and reiterated that one of the first things DLA Piper would do is meet with
each member city, finance agencies and appropriate rights-of-way people. He stressed the importance of moving the project forward, especially since other similar projects are moving forward that will attract Federal funding.

The Chair further explained the interim phasing allowing the Authority to properly proceed and reported he has instructed General Counsel to add language to be considered by the Authority as discussed above.

City of Palmdale Councilmember Steve Hofmeyer expressed appreciation for the edited document, stated DLA Piper is clearly confident in the project and that he felt the agreement should go forward.

Discussion followed regarding the first phase, getting everyone together to decide how to move forward, track record demonstrated by DLA Piper, no obligation to proceed with future phases unless there is money to proceed and the need to protect the Authority.

Mr. Ornitz reported that as a firm, DLA Piper has expended a lot of time and money and needs to know if the Authority wants to proceed. He added the agreement should be clear, that DLA Piper is at risk and that the Authority has the option of terminating the agreement at any time.

Mr. Eisenegger added that the Orangeline Development Authority is competing for Federal funds and that DLA Piper can help obtaining same.

Discussion continued regarding specific fee structures set forth in the agreement, making sure clear language is included in the agreement, existing transit center in the City of Glendale and transferring real estate values.

Mr. Perdon explained that the Orangeline may allow the accommodation of additional floor area ratios (FARs) within the proposed station areas and that the intent is to move in the direction where opportunities may present themselves. He added that the market will respond to the opportunities and market demand that the maglev system will provide. He added that evidence shows that with a system such as the Orangeline High Speed maglev additional value and revenues will be generated for the cities along the corridor.

Discussion followed regarding going from phase to phase. It was noted that there is no commitment that each city must come up with a new FAR. The FAR increases will vary by city based upon their internal review process.

Ensuing discussion followed regarding moving the project forward, not being able to answer many questions unless DLA Piper is on board, clarification of phases under the scope of work and needing the authorization of the Board in order to move from period to period.

RECESS AND RECONVENE

The Chair called for a recess at 7:55 p.m. The assembly reconvened at 8:12 p.m. with all Members present.

ITEM 8A - CONSIDERATION OF APPROVAL OF DLA PIPER LLP LEGAL SERVICES AGREEMENT AS MODIFIED FOLLOWING THE JULY 2008 MEETING (CONT’D.)
General Counsel Ballin suggested the addition of the following amendments to the agreement to adequately protect the Authority:

**Proposed Amendments**

**Beyond Period 1, the Authority shall not be responsible for the payment of DLA Piper’s legal fees other than as specifically provided herein.**

**During Period 1, the member cities of the Authority shall provide funding to the Authority of up to $150,000 for the payment of legal services of DLA Piper and the Authority’s General Counsel.**

Discussion followed regarding the proposed amendments. Mr. Ballin noted that in other sections of the agreement, the Executive Director has to pre-approve the legal services that will be provided and DLA Piper cannot do anything without the Executive Director pre-approving the scope of the work. Subsequently, the Executive Director cannot authorize services unless the money is there.

Discussion followed regarding the need for specific approval from the Authority Board for the Executive Director to proceed from phase to phase. It was noted that phases one and two overlap each other with both starting at the same time, and that all dates are subject to change.

Vice Chair Barrows reported the federal transportation re-authorization process has already started and listed projects competing with the Orangeline for federal monies.

The Chair suggested that all subsequent phases require the Authority’s approval and read title to the proposed resolutions and called for a motion.

**A RESOLUTION OF THE AUTHORITY BOARD OF DIRECTORS OF THE ORANGELINE DEVELOPMENT AUTHORITY APPROVING CHANGES TO THE LEGAL SERVICES AGREEMENT WITH DLA PIPER LLP WITH AMENDMENTS ADDED AS SHOWN ABOVE.**

**MOTION:** Vice Chair Barrows moved to approve the legal services agreement with DLA Piper LLP as amended. City of Glendale Councilmember Quintero seconded the motion, which carried unanimously.

The Chair reported the General Counsel will send out modified versions of the agreement to all Members.

**ITEM 9 - APPROVAL OF WARRANT REGISTER**

**MOTION:** City of Palmdale Councilmember Hofmeyer moved to approve the Warrant Register for the period of July 10, 2008 through September 10, 2008.

Discussion followed regarding conference costs and clarification of costs associated with Maryann Maloney.

Mr. Perdon reported that General Counsel agreed not to bill the Authority for one month where little action was taken by the General Counsel. He noted the importance of getting the Caltrans agreement in place in order to obtain additional funding.
The Chair added that the costs associated with the conference held in March of 2008 were significant, but provided much-needed exposure to the Project.

The motion carried, unanimously.

**ITEM 10 - COMMUNICATION ITEMS TO THE AUTHORITY BOARD**

Executive Director Perdon stated that he had no additional items to present to the Authority Board that have not already been discussed or presented in the Agenda Report dated September 10, 2008.

**ITEM 11 - COMMUNICATION ITEMS FROM THE AUTHORITY BOARD**

City of Santa Clarita Councilmember McLean emphasized the need to contact and educate Senator Barbara Boxer's staff on the Orangeline High Speed Maglev project.

City of Palmdale Councilmember Hofmeyer announced the upcoming California Contract Cities Conference where the Authority Chair will present information regarding the Orangeline High Speed Maglev project.

Brief discussion followed regarding arranging to transport the model to the event.

The Chair re-iterated excitement at having the prestigious firm of DLA Piper LLP on board.

Mr. Ornitz indicated he is proud to have his organization as part of the team.

The Chair reported he and City Councilmember Quintero visited the City of Burbank and spoke with individual members of the City Council and the City Manager who indicated they were impressed that the City of Glendale joined the Authority. The Chair felt that the City of Burbank is open to coming on board.

In addition, the Chair indicated he will be meeting with the City’s transit task force and with the local COG (Council of Governments) and will update the Authority Board after the meetings.

**ITEM 12 – CLOSED SESSION:  CONFERENCE WITH LABOR NEGOTIATOR**

Gov’t. Code Sec. 54957.6

Authority Negotiators:  Authority Chair Kirk Cartozian, Authority Vice Chair Bruce Barrows and Authority Auditor Scott A. Larsen.

Unrepresented employee:  Albert Perdon, Albert Perdon & Associates

Position:  Executive Director

Returning to Open Session

The Chairman stated that there was nothing to report from the Closed Session.

**ADJOURNMENT**

There being no further business to come before the Orangeline Development Authority, the meeting was adjourned at 9:30 p.m. The next regularly scheduled meeting will be held on Wednesday, October 8, 2008.
Attest:

_______________________________

Secretary

Chair

Approved:

_______________________________
AGENDA REPORT

TO: Members of the Orangeline Development Authority

FROM: Albert Perdon, Executive Director

DATE: October 8, 2008

SUBJECT: Adopt a Resolution of the Orangeline Development Authority Board of Directors to Approve the DBE Race-Neutral Implementation Agreement with Caltrans

RECOMMENDATION

That the Authority Board adopts the attached Resolution:

A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS TO APPROVE THE DBE RACE-NEUTRAL IMPLEMENTATION AGREEMENT WITH CALTRANS

DISCUSSION

This report was originally presented to the Authority Board at its meeting of September 10, 2008. Action was table pending further information. The additional information is presented in this report.

The Authority is finalizing preparation of a funding agreement with Caltrans. In a recent meeting with Caltrans staff, the Authority was informed that it is necessary for the Authority to enter into the Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies Agreement with Caltrans.

A copy of the Agreement is shown in Attachment 1. It is recommended that the Authority Board adopt the attached resolution authorizing the Authority Chair to execute the Agreement on behalf of the Orangeline Development Authority.

ATTACHMENT

1. A Resolution of the Orangeline Development Authority Board of Directors to Approve the DBE Race-Neutral Implementation Agreement with Caltrans
RESOLUTION NO. 08-__

A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS TO APPROVE THE DBE RACE-NEUTRAL
IMPLEMENTATION AGREEMENT WITH CALTRANS

WHEREAS, the Orangeline Development Authority intends to enter into a funding agreement with Caltrans for the purpose of receiving federal funds earmarked for the Orangeline High Speed Maglev Corridor Development Project;

WHEREAS, Caltrans procedures for executing the funding agreement require that the Authority enter into the Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies in order to enable Caltrans to execute the Agreement (attached as Exhibit 9-A/B);

WHEREAS, at its Regular Meeting of October 8, 2008, the Authority Board considered the recommendation to enter into the Agreement and determine that it is in the interest of the Authority to enter into the Agreement;

NOW, THEREFORE, THE AUTHORITY BOARD OF DIRECTORS OF THE ORANGELINE DEVELOPMENT AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

The Authority Chair is authorized to execute the Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies with Caltrans.

APPROVED AND ADOPTED this 8th day of October, 2008.

____________________________
Kirk Cartozian, Chair

ATTEST:

_______________________________
W. Mike McCormick, Secretary/Treasurer

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Authority Board of Directors of the Orangeline Development Authority at a regular meeting held on the 8th day of October 2008, by the following vote, to wit:

AYES: Board Members:
NOES: Board Members:
ABSENT: Board Members:

_______________________________
W. Mike McCormick, Secretary/Treasurer
Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies

Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies

Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Local Agencies
DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT

For the City of Orange County, Development Authority, hereinafter referred to as "RECIPIENT."

I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation's Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
IV Annual DBE Submittal Form (§26.21)

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed Local Agency DBE Annual Submittal Form (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

V Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

RECIPIENT will assist Caltrans to achieve its Overall Statewide DBE Goal by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

3. Providing technical assistance and other services;

4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.
VI Quotas (§26.43)

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

VII DBE Liaison Officer (DBELO) (§26.25)

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO’s position in the organization are found in Attachment B to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT’s requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.
VIII  Federal Financial Assistance Agreement Assurance (§26.13)

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient 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. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

IX  DBE Financial Institutions (§26.27)

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans’ Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

X  Directory (§26.31)

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program’s website at www.dot.ca.gov/hq/bep.

XI  Required Contract Clauses (§§26.13, 26.29)

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. CONTRACT ASSURANCE

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

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate Contract Documents on the Internet at www.dot.ca.gov/hq/LocalPrograms under “Publications.”]
B. PROMPT PAYMENT

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall include either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

XII Local Assistance Procedures Manual

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

XIII Bidders List (§26.11)

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of the firms.

XIV Reporting to the DLAE

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G “Local Agency Bidder-DBE (Construction Contracts) – Information” or Exhibit 10-O “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” of the LAPM) to the DLAE at the time of execution of consultant or construction contract award.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F “Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors” of the LAPM immediately upon completion of the contract for each consultant or construction contract.

XV Certification (§26.83(a))

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.
XVI Confidentiality

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By __________________________________________
(Signature )

______________________________________________  Phone Number: __________________
(Print Name and Title) ADMINISTERING AGENCY
(Authorized Governing Body Representative)

This California Department of Transportation’s Disadvantaged Business Enterprise Program Plan Implementation Agreement is accepted by:

__________________________________________________________________________  Date: __________________
[Signature of DLAE]

__________________________________________________________________________
[Print Name of DLAE]

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency
Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

☐ No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☒ No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
*The Executive Director will serve as the DBE Liaison Officer

Name: Albert Perdon
Address: Orangeline Development Authority
         16401 Paramount Boulevard
         Paramount, CA 90723
Telephone Number: 310.871.1113
Electronic Mail Address: albertperdon@albertperdon.com
Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT
District Local Assistance Engineer

The amount of the Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein, in accordance with Title 49 of the Code of Federal Regulations, Part 26, and the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Orange County submits our AADPL information. We have established an AADPL of 3.7% for the Federal Fiscal Year 2008/2009, beginning on July 1, 2008, and ending on June 30, 2009.

Methodology

[Please attach the methodology used to determine the AADPL. See Chapter 9, Section 9.7 of the Local Assistance Procedures Manual (LAPM) for guidance in developing the AADPL.]

Disadvantaged Business Enterprise Liaison Officer (DBELO)

[Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the upcoming Federal Fiscal Year.]

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage, kept by the prime contractor or subcontractor, to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

______________________________ Date
(Signature )

______________________________ Phone Number
(Print Name and Title) ADMINISTERING AGENCY
(Authorized Governing Body Representative)

______________________________ Date
(Signature of Caltrans District Local Assistance Engineer [DLAE])

Distribution: (1) Original - DLAE
(2) Signed copy by the DLAE - Local Agency

DBE Annual Submittal Form (05/01/06)

<table>
<thead>
<tr>
<th>#</th>
<th>Federal Funding Source/Program</th>
<th>Project Name and Location</th>
<th>Total Estimated Project Cost</th>
<th>Federal funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HPLUL-6420 (001)</td>
<td>Orangeline High Speed Maglev Corridor Development Project Los Angeles &amp; Orange Counties</td>
<td>$330,000</td>
<td>$238,000</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>$330,000</td>
<td>$238,000</td>
</tr>
<tr>
<td>3</td>
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<td></td>
<td></td>
<td>$330,000</td>
<td>$238,000</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$238,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Summary DOT-FUNDED CONTRACTING PROGRAM (by Work Category)

<table>
<thead>
<tr>
<th>Work Category Description</th>
<th>NAICS Category Code</th>
<th>Number of DBE's From DBE Directory</th>
<th>Number of Total Businesses (DBE's + Non-DBE's)</th>
<th>Estimated Fed. Funds only ($)</th>
<th>% Fed.funds of Total Fed.-funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Planning</td>
<td>541320</td>
<td>10</td>
<td>172</td>
<td>$138,000</td>
<td>58%</td>
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<tr>
<td>Engineering Services</td>
<td>541330</td>
<td>150</td>
<td>1546</td>
<td>$100,000</td>
<td>42%</td>
</tr>
</tbody>
</table>
II. AADPL METHODOLOGY

**Determination of the Base Figure**

**Definition of Base Figure [49 CFR 26.45(b)]:**

To establish the Base Figure for FFY 2006/2007 DOT-assisted contracting program, the Orangeline Development Authority has elected to utilize the Caltrans DBE Directory of certified firms for FHWA-Assisted Contracts (filtered to represent only DBE firms within relevant market area of the City) for calculating the numerator and the Census Bureau’s County Business Pattern Data within the same geographical market area to calculate the denominator, as follows:

⇒ For the numerator: Caltrans' DBE Directory
⇒ For the denominator: Census Bureau's Business Pattern Database (CBP)

To derive at the relative availability of DBEs, the number of DBEs available in Caltrans' DBE Directory, was divided by the number of all comparable CBP firms' available, application of this formula yielded the following baseline information:

\[
\frac{\text{Number of Ready, Willing, and Able DBEs}}{\text{Number of All Ready, Willing, and Able Firms}} = \text{BASE FIGURE}
\]

**Step 1. Determination of a Base Figure [49 CFR 26.45(c)]**

Calculated Base Figure = \[\frac{\text{DBE's}}{\text{All Businesses(DBE's+ Non-DBE'S)}} \times \% \text{ Fed. Funds (From Table)}\] = 3.7 %

**Step 2: Adjusting the Base Figure [49 CFR 26.45 (d)]**

The Orangeline Development Authority reviewed and assessed other known relevant evidence to determine the adjustments, if any, were needed to narrowly tailor the Base Figure to the Orangeline Development Authority. Factors considered in determining Orangeline Development Authority DBE participation that can be expected, absent discrimination, included the following:

A. **Current Capacity of DBEs Measured By Actual Attainments [49 CFR 26.45d(I)]**

The volume of work that DBEs performed in The Orangeline Development Authority DOT-assisted contracting program in past recent years based on actual DBE utilization paid report summaries.
<table>
<thead>
<tr>
<th>Work Category</th>
<th>$ Paid to Contractors</th>
<th>$ Paid to DBE Firms</th>
<th>DBE Goal Attainment</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
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<tr>
<td>NONE</td>
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</tr>
</tbody>
</table>

B. Evidence from Disparity Study [49CFR 26.45d(I)]

DBE Availability Ratios vs. Utilization Ratios:
The Orangeline Development Authority has not conducted any Disparity study in Transportation Industry.

C. Other Agencies DBE Goal in the Area:
The Orangeline Development Authority did not determine if its DBE Goal is comparable with other Agencies in the area.

D. Resultant Goal Adjustment:
Based on the available information, the adjusted Annual AADPL = 3.7%.
AGENDA REPORT

TO: Members of the Orangeline Development Authority

FROM: Albert Perdon, Executive Director

DATE: October 8, 2008

SUBJECT: Approval of modified legal service and fee agreement with DLA Piper LLP (US)

RECOMMENDATION

That the Authority Board approves the modified legal service and fee agreement with DLA Piper LLP (US).

SUMMARY

On September 10, 2008, the Authority Board approved the legal service and fee agreement with DLA Piper LLP (US). The approved agreement incorporated changes to the draft agreement that was presented for the Authority Board’s consideration at the September meeting. The service and fee agreement was distributed to Member Agency City Managers for review. Comments were received from two City Managers. Staff responded to these comments.

During the September 10 Authority Board meeting discussion on this matter, it was recommended that Authority Board approval should be required before moving from one period to the next. As suggested by General Counsel, a letter will be sent to DLA Piper stating they should not do work for the next period until the Executive Director, after receiving Authority Board approval, states in writing that DLA Piper may proceed to the next period and commence work.

Based upon the input received and final review, the attached modified service and fee agreement is recommended for approval. The attached highlights changes made to the agreement. The modifications include the changes approved by the Authority Board at the Regular Meeting of September 10, 2008.

ATTACHMENT

1. Modified Legal Service and Fee Agreement with DLA Piper LLP (US)
VIA EMAIL

PRIVILEGED AND CONFIDENTIAL

September 11, 2008

Mr. Albert Perdon
Executive Director
Orangeline Development Authority
16401 Paramount Boulevard
Paramount, CA 90723

Re: Service and Fee proposal for the Orangeline High Speed Maglev Corridor Development Project

Dear Mr. Perdon:

Thank you for your email of July 1, 2008 informing us that you have selected DLA Piper US LLP ("DLA Piper") as the law firm with whom you would like to finalize an agreement to provide legal services to the Orangeline Development Authority (the "Authority") as it undertakes the Orangeline High Speed Maglev Corridor Development Project (the "Project") through Public Private Partnership Agreements. On behalf of DLA Piper, we are delighted to present you, as requested, with our proposal to represent the Authority in its undertaking the Project, as more specifically described below.

I. THE PROJECT

We understand that the Authority is exploring issuing a formal Request for Proposals from infrastructure and real estate developer consortia (the "Developer RFP") and to negotiate agreements with selected consortia ("Developer Consortia") that will participate in undertaking the Project. The Authority is seeking legal services related to exploring funding possibilities for the Project, the Developer RFP, the formation of a public private partnership ("PPP") among the interested parties and the construction and completion of the Project.

We also understand from the Executive Committee of the Authority that the Authority would like DLA Piper to propose terms for representing the Authority in connection with both the real estate development and infrastructure aspects of the Project, including (1) the construction and operation of the Orangeline High Speed Maglev transport system within Los Angeles and Orange Counties, and (2) the development of residential, commercial and other real estate improvements centered around the planned stations along the 108 mile Maglev corridor.

You have asked us to: (i) prepare a proposed legal services project outline and budget with a concentration on risk allocation issues, (ii) identify the names and rates of specific attorneys that would work on the Project, (iii) suggest any alternative billing proposal for consideration by the Authority and (iv) confirm that we are prepared to work on an expedited format if we should be formally retained by the Authority as special counsel for the Project.

We recognize the importance of this Project for the Authority and also the US infrastructure market, and understand that it requires a form of contracting and financing that is relatively new in the US
market. We very much wish to assist you to close this important transportation and real estate
development project, and are honored to have a chance to do so.

II. DLA PIPER’S PROPOSED TEAM

In staffing transactions such as the Project, we employ leanly staffed multi-disciplinary teams of
attorneys drawn from areas such as infrastructure finance, real estate, public finance, corporate and
securities, environmental, construction, government affairs and other departments on an as-needed
basis. In this tradition, we propose the following core team members for the Authority who will oversee
their own respective associates as necessary:

The Project’s legal team will be led by the Chairman of DLA Piper’s US Infrastructure Group,
Richard Ornitz, who has 30 years global experience in infrastructure, and the Senior Associate in DLA
Piper’s US Infrastructure Group, Erich Eisenegger, both of whom will take ultimate responsibility for the
management of the relationship between DLA Piper and the Authority. Each will be a hands-on working
lawyer.

The other individuals on the chart are experts in their respective fields and will be responsible for
day-to-day activities in their discipline. They will take active roles in their respective areas of expertise or
be available on an as-needed basis in connection with specific issues. Overall, we believe this team
provides the Authority a winning combination of:

- Lawyers with substantial U.S. and international experience in the successful
  structuring, documenting and financing of PPP projects in the transport and rail
  industry;
• Lawyers experienced in real estate, government affairs, regulatory compliance, private finance of major infrastructure projects, project finance and the statutory regime under which the Project is being promoted; and

• Attorneys experienced in advising governmental authorities, sponsors and financial institutions in the creation of complex and tax-efficient structures for infrastructure projects.

VIII. SCOPE OF WORK

We understand that you would like us to initially assume that the first phase of the Project ("Phase 1") will last from the execution of this engagement letter through the entry into a public private partnership with the Developer Consortia, proposed to be some time in 2009. Phase 2 of the Project is the entitlement and predevelopment phase ("Phase 2") and Phase 3 of the Project is the development and construction phase ("Phase 3").

Because of our extensive experience, particularly in each of rail, real estate and government procurement, we believe it best to be involved in not just the documentation but also the early stages of the development and design of the Project. At this preliminary juncture we see the following six distinct periods of work during which our services will be required for the Project (the “Scope of Work”), the schedule shown for each Period is subject to change, based upon funding availability and other factors:


In this period, DLA Piper, in conjunction with the General Counsel of the Authority, Yvette Abich, will respond to various questions of the Authority’s Member Cities and their respective City Managers of the member cities in the Authority concerning the legality of the proposed real estate enhancement, transit-oriented development concept. DLA Piper will also work to help clarify and understand the objectives of the City Managers in the Project and otherwise respond to whatever discreet legal assignments chosen by the City Managers. In order to control legal costs, the Executive Director will establish and approve the scope of the legal work for this Period 1. In addition, DLA Piper will also start the establishment of an Advisory Board to the Project during this period.


This period includes from DLA Piper the following specific scope of services:

• Assistance in selection of a Development Advisor and a Financial Advisor for the Project;

• Immediate clarification and refinement of the current “Concept Paper”;

• Review of existing plans and studies of the Project;

• Understanding of the Authority’s core objectives;

• Follow up meetings with Authority and City Managers;

• Creation of an initial stakeholder analysis;

• Refine preliminary concepts for a land use credit system along the Maglev Corridor (the “Land Use Credit System”)

3
• Refinement of the proposed procurement process and development of a first draft RFQ;
• Review of enabling legal framework;
• Understanding of projected financials relating to the Project;
• Refinement of a target project timeline and appropriate milestones; and
• Recommendations from above of necessary critical success adjustments, if any.

**Period 3. Refinement of Key Components/Issuance of RFQ Documents/Receive SOQs/Selection of Short Listed Bidders (January 12 – April 20th, 2008).** This phase includes from DLA Piper the following specific scope of services:

- Registration Agreements currently due November 11, 2008;
- Refine the land use credit system;
- Meetings of Advisory Board and receive input;
- Refine participation of Authority member cities;
- Refine structure of Project and enabling requirements;
- Finalize and issue RFQ documents;
- Question and answer sessions with interested registrants;
- Receive Submission of Qualifications and payments (“SOQs”);
- Further meetings regarding SOQ matters;
- Evaluation of, and issuance of notification to, short listed bidders; and
- Develop RFP documents further.

**Period 4. Issuance of RFP, Refinement of Land Use Credit System, Receipt of RFP bids (April 21, 2008 – August 11, 2009).** This phase includes from DLA Piper the following specific scope of services:

- Refine RFP documents;
- Finalize Land Use Credit System;
- Finalize City participation in Land Use Credit System;
- Determine required enabling regulations and legislation;
- Initial design of core concession/PPP agreements;
- Issuance of RFP documents;
- Advise on appropriate form of business entities and relationships;
• Advise on regulatory compliance requirements and disclosures;
• Further meetings and question and answer sessions with short listed bidders;
• Further develop enabling framework and Land Use Credit System; and
• Receipt of RFPs and Deposits.

Period 5. Selection of Preferred Bidders (August 12 – October 30, 2009). This phase includes from DLA Piper the following specific scope of services:

• Evaluation of responses and financial proposals to the RFP;
• Question and Answer meetings with RFP responders;
• Refinement of enabling framework and land use credit system;
• Final clarifications to and from RFP bidders;
• Designation of Preferred Bidders for each real estate developers consortia for 18 stations and Maglev consortia.

Period 6. Final Negotiations with Preferred Bidders, Document Signing and Financial Closing (November 1 – December 31, 2009). This phase includes from DLA Piper the following specific scope of services:

• Negotiating and finalizing core documents with Preferred Bidders;
• Finalization of enabling framework and Land Use Credit System;
• Advising on all financial documentation;
• Advising Authority on all infrastructure, real estate-related and financial project documentation (“Project Documents”);
• Typical closing opinions, certificates;
• Resolution of all final issues before execution of PPP documentation (“PPP Documents”);
• Signing of final PPP documentation with Developer Consortia (“Document Closing”);
• Fulfillment of all Closing Conditions (if any); and
• Financial Closing.

Period 7. Post-Phase 1 Services (Post-Financial Closing through Construction Period). This period would include from DLA Piper, if continued to be engaged by the Authority, the following specific scope of services:

• Advising Authority on Phases 2 and 3 of the Project, detailed scope and terms to be refined Post-Financial Closing as a new mandate;
• Milestone monitoring;
• Quality compliance;
• Final documentation each Phase; and
• Financial closings.

IV. DLA PIPER PROPOSED FEE STRUCTURE

Having served as counsel to numerous developers in PPP projects, we understand the significant
development costs of bidders to projects such as the Project, particularly prior to their selection by the
Authority as the preferred bidders. Apart from Period 1, you expect the bidders’ registration payments and
fees to bid on the Project to cover a substantial portion of our initial legal costs, with the awarded
Developer Consortia covering the balance of DLA Piper’s fees through their deposits as well as
obligations provided in the final PPP documentation obligating the Developer Consortia to pay such. You
will also assist us to explore possibilities for seed or venture capital for the Project. We have sought to
structure our compensation methodology with this in mind, and with an alignment of our interests. Beyond
Period 1, the Authority shall not be responsible for the payment of DLA Piper’s legal costs other than as
specifically provided herein.

We offer below a blended billing arrangement, incorporating elements of budgeted fees,
transaction rates, and incentive fees, through the Financial Closing and thereafter as needed. The fees
proposed below for the various Project periods are based on our experience in similar transactions and
on the assumptions set out below. The schedule shown for each Period is subject to change, based
upon funding availability and other factors.

(a) Period 1 Fees (October 9 – November 30, 2008).

For the scope of services and time of Period 1 noted above, we will invoice for the time spent and
will present our invoice to the Authority for payment after completion of Period 1. During Period 1, the
member cities of the Authority shall provide funding to the Authority of up to $150,000 for payment for
legal services to DLA Piper and the Authority’s General Counsel, Yvette Abich incurred during Period 1.
Invested DLA Piper’s invested time beyond the budget for Period 1 shall be paid according to the payment
structure for subsequent periods, described below. General Counsel’s costs shall be paid in accordance
with its legal services agreement with the Authority.

(b) Period 2 Fees (November 1 – January 11, 2008).

For the scope of services and time of Period 2 noted above, we will invoice for the time spent
applying our standard transactional rates, with an estimated budget of $250,000 to $325,000. An invoice
for our work during Period 2 will be presented to the Authority for payment immediately after the
November 11th, 2008 registration date (or immediately after such later date to which the registration date
is delayed) from registration deposits. Invested time beyond the budget for Period 2 will be paid from the
bid deposits at the end of Period 4, along with 10% of the value of the total time spent on the Project in
Period 2, which “premium” shall be contingent on the receipt of bid deposits at the end of Period 4.

(c) Period 3 Fees (January 12, 2008 – April 20, 2009).

We will invoice at our standard transactional rates for the time spent on Period 3 in accordance
with a mutually agreed rolling budget of $350,000-$550,000, as per the scope of our services to be
performed during Period 3 noted above. Invoices for our work during Period 3 will be presented monthly
to the Authority for payment thirty days from invoice from the Developer Consortia registration fees and SOQ payments.

<table>
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<tr>
<th>(d)</th>
<th>Period 4 Fees (April 21 – August 11, 2009).</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will charge for our services for Period 4 on an hourly basis applying our standard transactional rates, with an estimated budget of $600,000 to $750,000. We shall provide an invoice for such fees monthly, such payment to be made twenty days from invoice from the Developer Consortia registrations, SOQ payments and RFP deposits.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(e)</th>
<th>Period 5 Fees (August 12 – October 30, 2009).</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will charge for our services from and after receipt of the RFP responses through selection of Preferred Bidders on an hourly basis applying our standard transactional rates, with an estimated fee for this period of $150,000 to $200,000, payable on August 30, 2009 from bidder deposits.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(f)</th>
<th>Period 6 Fees (November 1 – December 31, 2009).</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will charge for our services in this Period on an hourly basis applying our standard transactional rates, with an estimated closing budget of $600,000 to $750,000, payable at Financial Closing from winning bidder deposits and the consortia agreements. In addition, on achieving the Financial Close of the transaction, we will receive an Incentive Fee equal to 0.015% – 0.025% of the total capital required for the Project (the “Incentive Fee”). This Incentive Fee shall be contingent on and payable upon achievement of Financial Closing of Phase 1 and shall be in addition to the premium referred to in paragraph (b) above. Such Incentive Fee will be paid at Financial Closing from the Developer’s Consortia funding of the Project.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(g)</th>
<th>Period 7 Fees (Phases 2 and 3 from Financial Closing through Construction Completion).</th>
</tr>
</thead>
<tbody>
<tr>
<td>If each of the Authority and DLA Piper shall desire to continue DLA Piper’s representation of the Authority after Phase 1 of the Project, then the Authority and DLA Piper shall discuss at the closing of Phase 1 the appropriate scope of work and terms for Phases 2 and 3 of the Project, to be determined. It is understood that neither DLA Piper nor the Authority are obligated to continue an engagement for Phases 2 and 3, and that either party may terminate the engagement at any time (including during Phase 1). We will charge for our services from and after Financial Closing at our normal transactional rates, plus an appropriate incentive fee at subsequent closings.</td>
<td></td>
</tr>
</tbody>
</table>

| (g) | Summary of Proposed Fees. For the sake of clarity, please find below a summary of the above fee structures. |
### PROJECT

**Note:** The schedule for each Period is subject to change, based upon funding availability and other factors.

<table>
<thead>
<tr>
<th>Period</th>
<th>Fees</th>
<th>Payment Date</th>
<th>Incentive Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period 1</td>
<td>Standard transactional rates; budget of up to $150,000, funded through Member Cities.</td>
<td>October 11, 2008 or shortly thereafter.</td>
<td>N/A</td>
</tr>
<tr>
<td>Period 2</td>
<td>Standard transactional rates; budget of $250,000 to $325,000.</td>
<td>Paid out of Consortia registrations upon receipt by the Authority.</td>
<td>Time over budget (“Invested Time”) plus 10% of total Phase I time, payable at end of Period 3.</td>
</tr>
<tr>
<td>Period 3</td>
<td>Standard transactional rates and budget of $350,000-$550,000.</td>
<td>Payable monthly on 20 days, paid out of Consortia registrations.</td>
<td>N/A</td>
</tr>
<tr>
<td>Period 4</td>
<td>Standard transactional rates and budget of $600,000-$750,000.</td>
<td>Payable monthly on 20 days, paid out of Consortia registrations, SOQ payments and RFP deposits.</td>
<td>N/A</td>
</tr>
<tr>
<td>Period 5</td>
<td>Standard transactional rates and a budget of $150,000 - $200,000.</td>
<td>Payable on August 30, 2009 from bidder payments and deposits</td>
<td>Premium from Phase 1, if any, as above.</td>
</tr>
<tr>
<td>Period 6</td>
<td>Standard transactional rates and budget of $600,000-$750,000.</td>
<td>Financial Closing Date, paid out of funding of Consortia deposits and Developer Consortia investments.</td>
<td>Incentive Fee of 0.015 – 0.025% of total project capital payable at Financial Closing payable from project funding.</td>
</tr>
<tr>
<td>Period 6</td>
<td>Financial Closing - Construction</td>
<td>Monthly or through fundings of Project.</td>
<td>Incentive Fees as above if staged Financial Closing(s).</td>
</tr>
</tbody>
</table>

(h) Disbursements
Our fees will include internal costs such as communications, photocopying, etc. Third party costs, including travel, accommodation, delivery services, corporate, and UCC searches or filings, etc., will be invoiced as a disbursement to the Authority at cost.

(i) **Invoicing**

We will invoice our fees monthly in arrears, payable in accordance with the timeframe enumerated above.

(j) **Assumptions on which Fee Arrangements and Budgets Are Based**

The proposed budgets during Periods 1-6 of the Project are based upon the following assumptions:

(i) DLA Piper is representing the Authority and not the individual cities under the Authority, and reports to the Board of Directors and Executive Committee of the Authority.

(ii) The envisioned budgets for each of the Periods are based on the assumption that the time frames noted are maintained. Should there be a material extension of the time of a Period which results in an increase of the Scope of Work for such Period, the applicable budget will, by mutual agreement, be revised proportionately to the extended time and scope.

(iii) The current Scope of Work is relatively broad. Material additions to the Scope of Work will require a mutually agreeable budget adjustment.

(iv) The Authority will provide all the relevant materials required to carry out our due diligence review on behalf of the Authority either by way of a dedicated physical or electronic data room, cd-rom or similar procedure including all relevant documentation.

(v) The Authority will receive Registration Fees from each bidder in the amount of approximately $15,000 and RFQ fees of at least $50,000 in or around the time frames described above, the necessary portion of which will be reserved for and used to pay DLA Piper’s fully budgeted legal fees. If for any reason there should be inadequate registrants or SOQs, the parties will mutually agree in good faith how to otherwise fund the legal costs;

(vi) The Authority will receive a deposit from each bidding Developer Consortium proposal on or about the time frame described above, the necessary portion of such deposits to be reserved for and used to pay all of DLA Piper’s continuing full legal fees.

(vii) The final PPP Documents will contain provisions obligating the Developer Consortia to pay all of the outstanding legal fees of the Authority, including the incentive fee at Financial Closing.
(viii) It is assumed, given the Land Use Credit System, that there will be several successful Developer Consortia bidders (up to 18) selected by the Authority for the station real estate development project aspects.

(ix) Budgeted fees will be updated periodically to reflect the realities of DLA Piper’s scope of work, timeframe of the Project, and success of the Developer RFP.

(x) Should the Project be funded through different means than are described above (i.e., the Project receives federal or state funding), our fees will be paid through such alternate methods of project financing as permitted by law and as authorized by the Authority.

VII. DLA PIPER’S PROPOSED CONTROLS AND METHODOLOGY

DLA Piper’s proposed methodology for monitoring the progress of the work and ensuring compliance with established budgets and targets has the three following central tenets:

(a) Dedicated Core Team with Clearly Defined Areas of Responsibility and Identified Lines of Authority. Inefficiencies in staffing, the failure to create specific task driven responsibilities, and a lack of management oversight represent the central drivers of fee inflation in the provision of legal services on large, complex transactions. DLA Piper has specifically designed its team to drastically minimize this risk to the Project. The management team will be dedicated to ensuring continuity from the most senior partner to the most junior associate throughout the course of the transaction.

(b) Best Practice Cost Management Technology and Accounting and Billing Policies. DLA Piper employs the best available cost-management and accounting technology and software used in law firms today — and it constantly works to ensure that the firm’s technology remains state-of-the-art. Additionally, DLA Piper management has imposed rigorous accounting and billing policies on each member of the legal staff. These policies include daily time recording by all timekeepers with descriptive narratives of the work accomplished, bi-weekly generation of electronic accounting reports for partners with billing or account management responsibilities, the enforcement of monetary penalties on attorneys that fail to adhere to internal accounting policies, and rigorous oversight of billing activities by accounting and management professionals. Additionally, any partner with billing or account management responsibilities can, in real-time, determine online the accrued costs and expenses as of that point in time. These best practices will allow the management team for this Project to rapidly identify any divergences from the anticipated budget and respond accordingly. In addition, it will allow the management team to keep the Authority fully informed of accrued fees and costs on a regular basis.

(c) Technology, Transparency and Communications. DLA Piper embraces the use of technology in delivering legal services to our clients. This embrace provides us and our clients certain competitive advantages. It allows us to:

(i) efficiently, cost-effectively, and rapidly make available large volumes of documentation and other materials to our clients through the employment of eRooms;

(ii) reach our clients or be able to be reached by our clients 24/7/365 whether we are in the office, at home, or traveling through either our VoIP telephone network or our Blackberries—all through the dialing of a single phone number; and
(iii) access email or documents on our servers from almost anywhere in the
world, including Los Angeles, San Francisco, New York and the United
Kingdom, through our robust VPN network.

We anticipate being in constant contact with key representatives of the Authority as issues arise. Because of this constant communication, we will be able to identify and defuse issues or problems before they can negatively impact the budget or the timeline.

All disputes that cannot be resolved by the parties will be addressed in and subject to the Los Angeles County court system.

We look forward to having the opportunity to demonstrate first-hand how our experience and expertise can advance the interests of the Authority and the people of California, and we thank you for your selection of our firm to partner with you on this exciting and innovative project. We are proud to be your counsel.

If the scope of the services we are to render to Authority, and terms of the engagement, are satisfactorily described above, please indicate your agreement by executing the enclosed copy of this letter and returning it to us. Thereafter, unless we agree in writing to alter these arrangements, we will assume that these terms are acceptable to you for this matter.

If you have any questions concerning our proposal, please do not hesitate to contact Richard Ornitz at (212) 335-4811 or Erich Eisenegger at (212) 335-4974.

Very truly yours,

Richard Ornitz, Partner
DLA Piper US-LLP (US)

I have read the above letter and agree and accept the terms and conditions set forth therein.

Orangeline Development Authority

Date: October, 2008

By: ________________________________

Name: ______________________________

Title: ______________________________
AGENDA REPORT

TO: Members of the Orangeline Development Authority

FROM: Albert Perdon, Executive Director

DATE: October 8, 2008

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:

Orangeline Development Authority
Warrant Register
General Fund
September 13, 2008 through October 10, 2008

The Warrant Register is in preparation and will be provided prior to or at the meeting.
AGENDA REPORT

TO: Members of the Orangeline Development Authority

FROM: Albert Perdon, Executive Director

DATE: October 8, 2008

SUBJECT: Communication Items to the Authority 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 October 2008 Report is shown in Attachment 1.

In the News/Events

- **Transit users get a San Francisco treat -- a tax break:** A city law requires businesses to add mass transit to an employee’s benefits. Three options are available, but only one is feasible -- allowing workers to pay for their tickets on a pretax basis. Source: Steve Hymon, Los Angeles Times Staff Writer. September 15, 2008

- **Firm to raise maglev funds:** PARAMOUNT - The nation’s - and arguably the world’s - largest law firm has signed with the Orangeline Development Authority as part of the multi-city consortium’s efforts to raise some $20 billion in private funding to realize a 108-mile high-speed maglev transportation project. Source: Samantha Gonzaga, Press Telegram Staff Writer. September 15, 2008

- **Southern California to launch RFQ on US$20bn Bullet Train P3:** California’s Orangeline Development Authority (ODA) is set to issue an RFQ for a planned US$20bn high-speed rail project in Southern California in the coming months. Earlier this month, the ODA hired DLA Piper as legal adviser for the project. Source: William Hilderbrandt, Infrastructure Analyst, P3-Americas. September 25, 2008

- **Chicago leases Midway Airport to private investors for $2.5 billion:** The first airport deal of its kind to be brokered in the U.S., the city of Chicago announced it will lease Midway Airport to private investors for 99 years. The $2.5 billion deal allows the investment consortium MIDCo to pocket revenues from the airport. Midway Airport’s five runways handled 304,000 aircraft last year, and the airport contains 43,000 square feet of concessions. Source: The Beacon News (Aurora, Ill.). September 30, 2008

info@calmaglev.org • Phone 310.871.1113 • Fax 562.924.0152
16401 Paramount Boulevard • Paramount • California 90723 • USA • www.orangeline.calmaglev.org
In the News/Events cont’d

Bid to lease Pennsylvania Turnpike dropped: Pennsylvania Transportation Partners dropped a $12.8 billion bid to lease the Pennsylvania Turnpike after inaction by the state legislature. The bid would have leased 500 miles of state highway for 75 years, but the controversial measure never garnered enough floor votes to proceed. Source: BusinessWeek/The Associated Press. October 1, 2008

Meetings

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

- **Public Private Partnership Conference** – September 18-19, 2008; The Executive Director participated in the 3rd Annual North American PPP & Infrastructure Finance Conference and met with potential investors and transportation infrastructure contractors and concessionaires in Manhattan, New York.

- **California Contract Cities Annual Fall Seminar** – October 17-19, 2008; Authority Chair Cartozian is a presenter on October 18th. The Authority will have a display at the event to be held at the Madonna Inn in San Luis Obispo.

- **Mobility 21 – 7th Annual Southern California Transportation Summit** – October 20, 2008; the event is being held at the Wilshire Grand Hotel in downtown Los Angeles from 8:00 a.m. to 2 p.m.

ATTACHMENT

1. Treasurer’s Report October 2008
The Treasurer’s Report for September-October 2008 will be provided at or prior to the meeting.
## Analysis of Proposed One-half Cent Sales Tax for Transportation

<table>
<thead>
<tr>
<th>Program</th>
<th>Cost</th>
<th>MTA Sales Tax Revenue</th>
<th>Other Taxpayer Funds</th>
<th>User Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Transit</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit Capital</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central/West LA</td>
<td>$10,442</td>
<td>$8,139</td>
<td>$2,303</td>
<td>$0</td>
</tr>
<tr>
<td>West Santa Ana Branch Corridor</td>
<td>$247</td>
<td>$240</td>
<td>$7</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$8,250</td>
<td>$5,411</td>
<td>$4,117</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$18,939</td>
<td>$13,790</td>
<td>$6,427</td>
<td>$0</td>
</tr>
<tr>
<td>Metro Rail</td>
<td>$788</td>
<td>$788</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Metrolink Capital and Operating Subsidy</td>
<td>$1,182</td>
<td>$1,182</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Transit Operating Subsidies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rail</td>
<td>$1,970</td>
<td>$1,970</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Bus</td>
<td>$7,880</td>
<td>$7,880</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Public Transit</strong></td>
<td>$30,759</td>
<td>$25,610</td>
<td>$6,427</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Highway Capital</strong></td>
<td>$22,337</td>
<td>$7,880</td>
<td>$14,457</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Local Return - streets</strong></td>
<td>$5,910</td>
<td>$5,910</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Administration</td>
<td>$600</td>
<td>$600</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>One-half Cent Sales Tax Proposal Total</strong></td>
<td>$59,606</td>
<td>$40,000</td>
<td>$20,884</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Orangeline High Speed Maglev Capital</strong></td>
<td>$20,000</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$79,606</td>
<td>$40,000</td>
<td>$20,884</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**Transit Capital Projects**

- East Side Light Rail Access (Gold Line) $49
- Exposition Blvd Light Rail $2,663
- LACBD Regional Connector $2,154
- Crenshaw Transit Connector $2,398
- Gold Line Eastside Extension $2,137
- Green Line Extension to LAX $326
- Green Line Extension to South Bay $457
- Westside Subway Extension $6,852
AGENDA REPORT

TO: Members of the Orangeline Development Authority

DATE: October 8, 2008

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 Bruce Barrows, and Authority Auditor Scott A. Larsen.

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