1. CALL TO ORDER

2. INTRODUCTIONS AND WELCOME
   Hon. Robin Lowe
   Chair

3. PUBLIC COMMENT PERIOD
   Members of the public wishing to speak on an agenda item or not on the agenda, but
   within the purview of this committee, must notify the Staff and fill out a speaker’s card
   prior to speaking. Comments will be limited to three minutes. The Chair may limit the
   total time for comments to 20 minutes.

4. CONSENT CALENDAR

4.1. Summary Minutes of the January 19, 2005 01
    Task Force meeting.

5. ACTION ITEMS

5.1. Final IOS MOU For Alternatives Karen Tachiki, SCAG 07
    Analysis and Preliminary Legal Counsel
    Engineering - (attachment)

   Recommended Action:
   Approve the Final IOS MOU for circulation and signature by SCAG, City of Los
   Angeles, City of Ontario and SANBAG. Also, allow any subsequent technical
   changes to be approved by SCAG’s Executive Director.

5.2. Maglev Task Force Hon. Robin Lowe, Chair 26
    Meeting Schedule (memo)

   Recommended Action:
   Approve change of Maglev Task Force meeting schedule to one of the
   recommended times.

6. INFORMATION ITEMS

6.1. LAX/South High Speed Ground Zahi Faranesh, SCAG 27
    Access Study Status Update (memo) Maglev Program Manager
6.2. National Maglev Projects Overview  Sarah Adams, SCAG  
Maglev Staff  

6.3. Update on Alternatives Analysis  
(memo)  Anthony Piunno, SCAG  
Senior Contracts Admin  

6.4. Federal SAFETEA and TEA-LU  
Update (memo)  Don Rhodes, Manager  
Government Affairs  

7. OPEN DISCUSSION  Committee Members  

Provide direction to staff on issues of interest for future discussion.

8. CHAIR’S REPORT  Hon. Robin Lowe,  
Chair  

9. NEXT MEETING  
TBD
ITEM 4.1  SUMMARY MINUTES OF THE JANUARY 19, 2005 TASK FORCE MEETING
Summary Minutes  
MAGLEV TASK FORCE MEETING  
Wednesday, January 19, 2005

The Maglev Task Force of the Southern California Association of Governments held its meeting at the SCAG offices downtown Los Angeles. The meeting was called to order by the Vice Chair Lou Bone, City of Tustin. There was a quorum.

1.0 CALL TO ORDER  

Vice Chairman Lou Bone called the meeting to order.

2.0 INTRODUCTION  

Vice Chair Lou Bone conducted introductions and welcome of members and audience present at SCAG’s Los Angeles office and via videoconference.

3.0 PUBLIC COMMENT PERIOD  

Mr. Don Kornreich explained that he was pleased to see that China is considering the use of Maglev for goods movement. This is where Maglev could be a great help to our region in the next 25 years. He would hope to see more effort on SCAG’s part in looking at Maglev as a potential source for goods movement, initially for 20,000-pound containers, but ultimately for 40,000-pound containers depending on guideway characteristics. Secondly, Mr. Kornreich was happy to hear that China is considering low-speed Maglev. He has felt that high-speed maglev needs some sort of a feeder system and low-speed maglev may be able to do this.

4.0 CONSENT CALENDAR  

4.1 Minutes from the meeting of October 20, 2004 were approved. Chairwoman Lowe discussed the need for detail in minutes and expressed appreciation to SCAG staff for their work.

5.0 ACTION ITEMS  

5.1 The Shanghai Experience  

Jim Gosnell, Executive Deputy Director, and Zahi Faranesh, Special Projects Program Manager, gave a detailed presentation on their recent trip to Shanghai, China for the 2004 Maglev Conference.

Briefly, Jim and Zahi both expressed appreciation to the Task Force for the opportunity to attend the conference and described it as highly technical. The presentation began with an overview of the Shanghai subway system and focused on the new Maglev line from Pudong Airport to Long Yang Road station. Then, Jim and Zahi described an actual trip on the Maglev train from start to finish. First, the slides depicted the Long Yang Road station and showed numerous aspects of the Maglev signage, ticketing.
booths, security, station size and platform. Then, once inside the train, detail was shown on the VIP and Ordinary sections, the baggage compartment and control room. Several video clips were shown of the acceleration (reaching 267 mph), noise levels, view from inside the train and an exterior view of the train as it passes. The presentation went on to describe the guideway, switches, girders and columns. Then, Zahi Faranesh went on to depict additional aspects of the guideway and the station at the Pudong Airport and the retail shops. For informational purposes, several slides were included on the Urban Planning and Development Museum. Finally, several slides were shown of the city including pedestrians, architecture, traffic and a nighttime skyline. Zahi and Jim pointed out some interesting facts about the similarities between Shanghai and Los Angeles and about the need for Maglev in Southern California. The Chinese provided no information on operational characteristics.

Mr. Art Brown asked if Mr. Gosnell and Mr. Faranesh enjoyed the trip. Both gentlemen expressed their appreciation and responded that they enjoyed the trip immensely. Mr. Gosnell stated that seeing the Maglev train in operation, realizing that they can do it in 2-3 years, and visiting Shanghai was an unbelievable experience. Further, both gentlemen were fascinated that they dedicated an entire building to a museum on planning. The trip also made Mr. Gosnell question Los Angeles’ economy and what is going on here because the pace at which China is developing is incredibly fast.

Chairwoman Lowe asked about the Urban Planning Museum’s forecasting detail that placed the actual building sizes on each lot. In California, planners can construct zoning maps, but cannot reach that level of detail. Committee members discussed how the government’s control and ownership of the land affect their ability to plan many years in the future.

Chairwoman Lowe further questioned rumors of doubt by the Chinese on an extension of the Maglev system because it was too expensive when they have extremely cheap labor and very limited government regulations. Mr. Gosnell explained that a final decision on the Maglev extension has not been made, but the Chinese government has committed to build 8,000 miles of high-speed rail. Mr. Gosnell got the impression that they are going to put high-speed rail in one location and Maglev in another and see which technology performs better. However, they are pretty intent on an extension of the other 100 kilometers to a town called Hangzhou.

Mr. Gosnell further recommended that the members of the Task Force consider sending some members and stakeholders in the Southern California region to Shanghai to experience the Maglev system. Although staff has not worked out all the details on this trip, they recommended looking into the possibility further. There is also the possibility of the Japanese starting the slow-speed train and this would also be a great exploratory opportunity. So staff recommended that SCAG figure out how to get a few elected officials over there this spring.

A member of the Task Force asked if there was any discussion at the conference on Maglev and Goods Movement. Mr. Faranesh explained that there were a few papers discussing goods movement and maglev in a positive light, but China is not doing this yet. Mr. Gosnell stated that one other issue is the controversy between the Chinese and
Germans over who will control the technology. The Germans are trying to retain the core technology components and the Chinese are trying to absorb all of the components. So we don’t yet know how much of the technology is going to be transferred. The Chinese already have a patent on the girders and guideway hybrids used in their system.

Chairwoman Lowe referred back to the staff recommendation that there be an educational trip for members of SCAG and stakeholders throughout the region in the spring of 2005. Mr. Lou Bone mentioned that this item had come up in the past and Mr. Art Brown stated that the previous time it was poorly handled and he would like to see additional information on funding options for members who choose to go. Chairwoman Lowe suggested that SCAG wait until after a report is received from the congressional trip, which should take place within the next six weeks, and discuss this then.

The question was raised regarding who was representing SCAG on the upcoming congressional trip. Chairwoman Lowe explained that the first trip was to come out of SCAG general funds and Zahi was able to get the FRA to pay for it instead. So staff recommended to Regional Council that the money marked for the first trip be used for this upcoming trip. Mark Pisano will name the two staff representatives. Mr. Art Brown furthered Ms. Lowe’s comments that it was specifically requested that SCAG staff attend to educate the congressional delegation since they knew the most about the project.

ACTION: Mr. Brown motioned to ask staff to begin looking at options, now, to send a group in the spring, including funding options such as partial payment by participants. Mr. Lou Bone seconded the motion. The motion was passed by voice vote.

For additional details on the Shanghai Maglev Conference, please refer to the report attached to the January 19, 2005 Maglev Task Force Agenda or call Sarah Adams at (213) 236-1818.

5.2 IOS Memorandum of Understanding Final Draft

Karen Tachiki, Legal Counsel with SCAG, referred to the draft MOU in members’ packets as the document that will be used to secure match from Ontario, SANBAG and Los Angeles for work on the IOS corridor for Maglev. She stated that upon further review the staff recommends that the item be tabled so SCAG can work on additional issues that have come to our attention.

ACTION: A motion was made to table the MOU until issues can be resolved. The motion was seconded and passed by voice vote.

6.0 INFORMATION ITEMS

6.1 Update on Alternatives Analysis

Mr. Anthony Piunno, Senior Contracts Administrator, offered information on the Alternatives Analysis consultant selection for the IOS corridor. An RFP was issued on
October 7, 2004 with proposals due on November 17, 2004. Proposals were solicited through postcards to 250 consultants and through web posting. An addendum was issued to extend the proposal due date to November 24, 2004. SCAG received five proposals and held consultant interviews on December 14, 2004. A Notice of Intent to Award to Cambridge Systematics Incorporated was issued on December 15, 2004 in accordance with SCAG policies and procedures. SCAG received protest to that notice on December 17, 2004 and we are in the process of evaluating that protest. In accordance with our policies and procedures, SCAG’s Deputy Executive Director will respond to that protest. Until that time, everything on this RFP has been held.

Elliott Consulting Group, who was one of the five consultants that responded to the RFP, issued the protest to SCAG. The basis of the protest cannot be disclosed at this time.

6.2 Congressional Shanghai Trip

Mr. Faranesh explained that, during the January 2005 board meeting, the Administrative Committee and the Regional Council approved two staff persons to join the staffs of the Congressional Committees during a trip that is expected to occur in February. The purpose of this trip is to educate congressional staff on Maglev technology. Transrapid invited SCAG and the other four Maglev projects around the country. This is a great opportunity to have our staff interface with the staffs of the congressional committee as we go into the TEA-21 reauthorization and are trying to secure funding for Maglev. Staff was planning to bring the trip to the Maglev Task Force, but had to address it quickly and the Task Force didn’t meet in December. At this point, we don’t know which members will be represented, but staff will submit a list of offices as soon as it is known.

6.3 SAFETEA and Transportation Appropriations Update

Mr. Don Rhodes discussed the upcoming consensus trip, which is scheduled for February. There is currently an extension through May 2005 and it sounds like Congress is trying to get something done this year. They are starting where they ended and will have to play with dollars, starting with the $299 billion.

SCAG plans to go in early with the consensus plan and deal with four basic initiatives: maintain core programs, increase funding, help with new starts and increase goods movement programs. During previous meetings, Representative Don Young has shown a great deal of understanding and interest in many of these issues including financing schemes to pay for all of this. Mr. Art Brown was present at one of the previous meetings with Mr. Young and explained that Mr. Young is very aware of Southern California projects and supported all but a few, including the Centerline because of its cost. Mr. Young expressed a desire to hear more from localities about the consequences of not building particular projects. Ms. Lowe also stated that although multiple parties were represented at the meeting and most of the conversation was not rehearsed, they all seemed to agree on the underlying problem of goods movement and the ports and the importance of grade separations. The messages were all the same. It was really well received.
Mr. Rhodes further discussed appropriations. Each year, appropriators begin around April and usually end up with an omnibus bill, which was just passed in November of last year. The SCAG region did not get any funding for Maglev. However, we still have money to spend and will be requesting funds again this year. Senator Feinstein had some questions regarding Maglev, and SCAG needs to make sure they are ready to step up to the plate and answer any questions that may be raised this year.

7.0 OPEN DISCUSSION

Members requested that the next agenda include discussion on the MOU. Mr. Brown wanted the agenda to include information on National Maglev projects. Further request was made by Lou Bone to bring back the LAX/South route for discussion.

8.0 CHAIR’S REPORT

No Chair’s Report.

9.0 NEXT MEETING

February 16, 2005
## ATTENDANCE LIST
*(FROM SIGN-IN SHEETS)*

### Members Present:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Hon. Robin Lowe, Chair</td>
<td>City of Hemet / RCTC</td>
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<td>Hon. Lou Bone, Vice Chair</td>
<td>City of Tustin</td>
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<td>Hon. Cristina Madrid</td>
<td>City of Azusa</td>
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<td>Mr. James McCarthy</td>
<td>Caltrans District 7</td>
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<td>Hon. Gene Daniels</td>
<td>City of Paramount</td>
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<td>Hon. Chris Barnes</td>
<td>City of La Palma</td>
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<td>Hon. Art Brown</td>
<td>City of Buena Park</td>
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<td>Hon. Bea Proo</td>
<td>City of Pico Rivera</td>
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<td><em>Hon. Lawrence Dale</em></td>
<td>City of Barstow</td>
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<td><em>Hon. Ron Roberts</em></td>
<td>City of Temecula</td>
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<td><em>Hon. Alan Wapner</em></td>
<td>City of Ontario</td>
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<td><em>Hon. Barbara Gonzalez Lyons</em></td>
<td>Agua Caliente Band of Cahuilla Indians</td>
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<td><em>Hon. Lee Ann Garcia</em></td>
<td>City of Grand Terrace</td>
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<td>Mr. Steve Lantz</td>
<td>SCRRRA</td>
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(*Attended via videoconference)*

### Guests:

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<tr>
<td>Richard Marcus</td>
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<td>Sharad Mulchand</td>
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<td>Frank Sherkow</td>
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<td>Bart Reed</td>
<td>Transit Coalition</td>
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<td>Steve Smith</td>
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<td>Supervisor Antonovich</td>
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<td>Julio Zoni Giron</td>
<td>Public Transportation Customers</td>
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<td>Don Kornreich</td>
<td>Resident</td>
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<td>Ernest Lopez</td>
<td>SCAQMD</td>
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<td>Shefa Bhuiyan</td>
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<td>Richard Amodei</td>
<td>STV Incorporated</td>
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<td>Tom Davis</td>
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<td>John Sullivan</td>
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### SCAG Staff:

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<th>Name</th>
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<tr>
<td>Zahi Faranesh</td>
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<td>Jim Gosnell</td>
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<td>Don Rhodes</td>
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<td>Karen Tachiki</td>
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<td>Anthony Piunno</td>
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ITEM 5.1  FINAL IOS MEMORANDUM OF UNDERSTANDING FOR ALTERNATIVES ANALYSIS AND PARTIAL PE
RECOMMENDED ACTION:

Approve the Final IOS MOU for circulation and signature by SCAG, City of Los Angeles, City of Ontario and SANBAG. Also, allow any subsequent technical changes to be approved by SCAG’s Executive Director.

SUMMARY:

The attached MOU is the Final version as agreed to by all parties. This document will be sent to all parties contributing matching funds for the FRA grants on the IOS. These parties include SANBAG, City of Ontario, City of Los Angeles and SCAG.

Major outstanding issues have been resolved and the final MOU is ready for re-circulation and signature.

A review and highlights of the revised document and the expected schedule for completion will be covered.
MEMORANDUM OF UNDERSTANDING AMONG CITY OF LOS ANGELES, CITY OF ONTARIO, SAN BERNARDINO ASSOCIATED GOVERNMENTS AND SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR MAGLEV ALTERNATIVES ANALYSIS AND PRELIMINARY ENGINEERING ON IOS CORRIDOR

This Memorandum of Understanding (MOU), dated as of ________, 2005, is entered among the City of Los Angeles (“Los Angeles”), the City of Ontario (“Ontario”), the San Bernardino Associated Governments (“SANBAG”) and the Southern California Association of Governments (“SCAG”). Los Angeles, Ontario, SANBAG, and SCAG are sometimes referred to individually as “Party” and collectively as “Parties”. Los Angeles, Ontario and SANBAG are referred to collectively as “Project Participants.”

WHEREAS, on or about September 18, 2002, SCAG and the Federal Railroad Administration (FRA) entered into a Cooperative Agreement for Pre-construction Planning Funding for the Los Angeles, California Maglev System (#DTFRDV-02-60029), as amended on September 20, 2004; (the “FRA” Agreement.”):

WHEREAS under such Agreement FRA may provide funding assistance of up to $1,000,000 provided that local, cash match contribution of $1,000,000 is received for total project funding of $2,000,000;

WHEREAS, SCAG has developed the Initial Operating Segment (“IOS”) of the Maglev Deployment Program in order to decentralize the regions airports, and to connect major activity and multi-modal transportation centers in the region, improve surface transportation and enhance goods movement;

WHEREAS, the IOS Preliminary Engineering effort will span multiple years;

WHEREAS, in order to assist in coordinating this regional effort, SCAG has contracted for the consultant services of Lockheed Martin Mission Systems (“Consultant 1”) to develop elements of the Preliminary Engineering documents, including mapping, structure and guideway design, station and maintenance facility locations, and refined capital and operation and maintenance costs;

WHEREAS, the Parties seek to coordinate the planning of the IOS, in order to take advantage of partnership opportunities for developing a coalition for deployment, and in order to efficiently utilize efforts already made in prior feasibility studies;

WHEREAS, the Project Participants have requested that an alternatives analysis be undertaken to evaluate in detail the various available high speed technologies for the most optimum transit system for the IOS and which may, if appropriate be used as part of an Environmental Impact Statement/Environmental Impact Review;

WHEREAS, SCAG is willing to undertake that alternatives analysis by procuring the services of a qualified consultant “(Consultant 2);
WHEREAS, the Parties agree to provide a combined total, local cash match of $1,000,000 to enable SCAG to utilize Consultant 1 and to procure Consultant 2 for the provision of Services as described herein;

WHEREAS, SCAG agrees to seek an amendment to the contract with Consultant 1, in order to make said contract consistent with the terms and conditions of this agreement;

NOW THEREFORE, in consideration of the promises and mutual understandings of the Parties hereto, it is agreed as follows:

1. SCOPE OF SERVICES

   a. SCAG agrees to seek an amendment to its existing contract with Consultant 1, substantially consistent with Exhibit A. (“Consultant 1 Contract Amendment”)

   b. Subject to the execution of the Consultant 1 Contract Amendment Consultant 1 shall perform Services, substantially consistent with those described in Part 1 of the “Scope of Work” attached hereto as Exhibit A and incorporated herein by this reference.

   c. SCAG has prepared a Request for Proposal (RFP) which requires Consultant 2 to perform the work described in Part 2 of the Scope of Work, and includes the following task: I. Alternatives Analysis. SCAG agrees to procure Consultant 2 in accordance with applicable federal and state requirements. The Parties shall each have one representative who shall participate in the consultant selection process through participation on the Proposal Review Committee. The Proposal Review Committee shall recommend to the Regional Council the selection of Consultant 2. The Regional Council retains the discretion to award a contract for Consultant 2.

   d. SCAG and its consultants shall perform the Services substantially in accordance with the Scope of Work (Exhibit A Parts I, II and III), attached hereto and incorporated herein by this reference. SCAG shall have final approval of the services performed by the Consultants as provided under this MOU.

   e. It is understood by each party to this MOU, that this MOU has been written before SCAG has entered into Consultant 1 Contract Amendment and before procuring Consultant 2, as outlined in this MOU. Therefore, in the event that SCAG is unable to execute Consultant 1 Contract Amendment and/or in the event that a second consultant is not procured by SCAG in accordance with the terms and conditions of this MOU, the Parties shall meet to discuss the amendment, termination of this MOU or other appropriate action. Each Party reserves the right to terminate this MOU in accordance with section 8.

2. TERM

This MOU shall commence on the date this MOU is fully executed and terminate on the later of
October 31, 2005 or the date that SCAG has completed the Services as required in the Scope of Work. In the event this project is not approved in the SCAG Fiscal Year 2005-06 OWP, this MOU shall terminate effective June 30, 2005.

3. PAYMENT

   a. Los Angeles agrees to provide $563,000 in local, cash match toward the Project, in accordance with the terms of this MOU. Los Angeles certifies that the cash match provided is from non-federal funds.

   b. Ontario agrees to provide $200,000 in local, cash match toward the Project in accordance with the terms of this MOU. Ontario certifies that the cash match provided is from non-federal funds.

   c. SANBAG agrees to provide $236,734 in local, cash match toward the Project in accordance with the terms of this MOU. SANBAG certifies that the cash match is from non-federal funds.

   d. SCAG agrees to provide $266 in local, cash match toward the Project in accordance with the terms of this MOU. SCAG certifies that the cash match is from non-federal (Transportation Development Act) funds.

   e. The maximum cash match to SCAG from the other Parties to this MOU, for services provided under this MOU, is a total of one million dollars ($1,000,000).

   f. The Project Participants shall provide the local cash match described above to SCAG no later than 30 days after the execution of Consultant Agreement Number 2. Cash match shall be used to pay for costs and expenses incurred by SCAG Consultants and Staff related to Services provided under this MOU and for no other purpose. SCAG shall continue to be obligated for payment of all costs to its Consultants not associated with the attached Scope of Work, including any costs incurred as the result of any substantial modification to the Scope of Work that is not approved by the Project Participants in writing.

   g. SCAG shall provide a copy of its Consultant Invoices to each Project Participants’ staff that includes name of recipient, subcontractor invoices, receipts, amount approved, and a complete description of the work performed including its relationship to the Scope of Work, including the following:

      • Cost incurred
      • Time frame
      • Description of the activity

   h. SCAG shall provide quarterly progress reports to each Project Participants’ staff that includes a complete description of work performed by SCAG Staff and the relationship to the Scope of Work, including the following:
• Cost incurred
• Time frame
• Description of the activity

i. Copies of SCAG Consultant Invoices shall be addressed to:

{Insert name of specific person}
City of Los Angeles
Department of Transportation
221 N. Figueroa Street
Los Angeles, CA 90012

Mr. John Sullivan, City Engineer
City Of Ontario
303 East B Street
Ontario CA 91764-4196

Mr. Ty Schuiling, Director of Planning and Programming
San Bernardino Associated Governments
472 N. Arrowhead Ave
San Bernardino, CA 92401

j. Payments shall be addressed to:

Joan Tsao
Southern California Association of Governments
818 West Seventh Street, 12th floor
Los Angeles, California 90017-3435
Attention: Finance Department

4. Project Manager

a. All work under this MOU shall be coordinated with SCAG through the Project Manager. For purposes of this MOU, SCAG designates Mr. Zahi Faranesh as its Project Manager. Los Angeles designates {Insert name of specific person} as its Project Manager. Ontario designates Mr. John Sullivan as its Project Manager. SANBAG designates Mr. Ty Schuiling as its Project Manager. Each party reserves the right to change the designation upon providing written notice to each of the other parties.

b. Each Project Manager shall coordinate with the SCAG Project Manager in the following respects, participate in the selection of Consultant 2 as set forth in paragraph 1 c, review Consultant 2’s work products, and recommend approval of payments to Consultant 2. Approval of Consultant 2’s invoice is required before SCAG will process payment to Consultant 2. SCAG maintains final authority to approve and accept Consultant 2’s work products.
5. Working Group/P&P Technical Advisory Committee

a. Consultant 2 shall make available to a Working Group of the P & P Technical Advisory Committee for review and comment its work product. The Working Group shall be established by the P&P Technical Advisory Committee and shall consist of one representative from each stakeholder along the IOS. Failure of one or more of the aforementioned entities to participate in the Working Group shall not preclude the Working Group from proceeding.

b. The Working Group shall report any issues of concern arising out of Consultant 2’s work product to the P&P Technical Advisory Committee and to the Project Manager’s designated in paragraph 4.

c. Subject to paragraphs 1d and 4 b, the P&P Technical Advisory Committee shall make recommendations regarding resolution of issues of concern identified by the Working Group to the Maglev Task Force and Project Managers.

d. Nothing provided for herein is intended to preclude the Maglev Task Force from considering and/or acting upon any matter within its jurisdiction.

6. RECORDS RETENTION AND AUDITS

a. During the course of the Project and for three (3) years thereafter, each Project Participant shall maintain all data, documents, reports, records, contracts and supporting materials relating to this MOU as SCAG or FRA may require. Reporting and record-keeping requirements are set forth in 49 C.F.R. Part 18 and incorporated by reference. Project Closeout does not alter these requirements.

b. Project Closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed and when FRA notifies SCAG and forwards the final Federal assistance payment, or when FRA acknowledges SCAG’s remittance of the proper refund. Project Closeout shall not invalidate any continuing obligations under this MOU.

c. The Project Participants further agree to permit the Secretary and the Comptroller General of the United States or their authorized representatives (or other Federal or State government representatives), to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Project Participants pertaining to this MOU. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.

d. SCAG agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SCAG shall reimburse Project Participants for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions defined in this MOU.

e. During the course of the Project and for three (3) years thereafter, SCAG, its consultants and sub-consultants shall maintain all data, documents, reports, records,
contracts and supporting materials relating to this MOU

f. During the course of the Project and for three (3) years thereafter, Project Participants or any of their duly authorized representatives, upon reasonable written notice shall have access to all the necessary records of SCAG and its consultants to conduct audits to assure that SCAG and its consultants have complied with the terms and conditions of this MOU.

7. INDEMNITY

Each Party shall indemnify, defend and hold each other their respective members, officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of any Party or their officers, agents, employees, contractors or subcontractors in connection with this MOU.

8. TERMINATION OF MOU

a. This MOU maybe terminated upon the consent of all Parties. In the event all Parties agree to terminate this MOU, the Parties shall meet to determine the orderly disposition of any remaining unexpended match monies.

b. If through any cause, any Party fails to fulfill in a timely and proper manner its obligations under this MOU, or violates any of the terms or conditions of this MOU or applicable Federal and State laws and regulations, any non-breaching Party reserves the right to terminate funding for the Services, or any portion thereof, upon written notice to all Parties. Such notice shall include the effective termination date. In effectuating the termination of the MOU, if SCAG is not the breaching party, the Parties shall meet to ensure that no adverse legal liability accrues to SCAG and to determine the orderly disposition of any remaining unexpended funds.

c. In the event that SCAG’s Consultant 1 is unable or refuses to perform the Services agreed to herein, or refuses to amend its contract consistent with Exhibit 1 or if SCAG is unable to obtain the approval of the FRA or any other oversight agencies of a contract with Consultant 2 to perform the Alternatives Analysis, then the Parties shall meet to discuss amendment of this MOU. Additionally, each Party reserves the right to terminate this MOU.

d. In the event this MOU is terminated prior to the completion of the work of either Consultant, SCAG’s only responsibility to Project Participants shall be to provide a final progress report on the Project, report on the expenditures to the date of termination and return the unexpended match monies to the Project Participants in the same proportion as the match monies were contributed to fund the work.

9. RIGHTS IN DATA AND COPYRIGHTS
a. All property, documents, data, and materials provided to, produced, distributed, or otherwise related to the Project shall become the property of SCAG, with each Project Participant entitled to the use thereof, subject to the terms and conditions of the FRA Grant Agreements.

b. The term “Subject Data” used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this MOU. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

c. The parties to this MOU may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of FRA, until such time as FRA may have either released or approved the release of such data to the public.

d. SCAG shall be free to copyright material developed under this MOU. FRA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use, work products funded under this MOU.

10. MISCELLANEOUS

a. All obligations of SCAG under the terms of this MOU are subject to the approval of SCAG’s Fiscal Year 2005-06 Overall Work Program (OWP) by outside agencies.

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

c. This MOU shall be construed and interpreted under the laws of the State of California.

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

e. No Party may assign this MOU or any part thereof, without the written consent and prior approval of each Party and any assignment without said consents shall be void and
unenforceable.

f. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by authorized representatives for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

g. No funds of any nature are allocated or encumbered in this MOU except as provided for in Exhibit B.

h. The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assignees.

i. Notice will be given to the parties at the address specified in Paragraph 3 unless otherwise notified in writing of change of address.

j. Time is of the essence for each and every provision of this MOU.

k. All parties participated in drafting this MOU.

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

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION

By: _______________________
    Wayne K. Tanda
    General Manager

Date: _______________________

ii
Approved as to Legal Form:

_________________________  Rockard J. Delgadillo, City Attorney
By: Shelley I. Smith, Assistant City Attorney

Attest:

_________________________  J. Michael Carey, City Clerk
By: __________, Deputy City Clerk

CITY OF ONTARIO

By: _______________________
    Greg Devereaux
    City Manager

Date: _______________________

Approved as to Legal Form:

_________________________  Mary Wirtes
    City Attorney

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _______________________
    Hon. Bill Alexander
    President

Date: _______________________

Approved as to Legal Form:

_________________________  Jean-Rene Basle
    Counsel
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: ____________________________
    Heather Copp
    Chief Financial Officer

Date: ____________________________

Approved as to Legal Form:

By: ____________________________
    Karen Tachiki
    SCAG Legal Counsel
EXHIBIT A: PART I.

SCOPE OF WORK
FRA Grant # DTFRDV-02-H-60029
Preconstruction Planning Funding for the Los Angeles, California Maglev System

I. POTENTIAL FOR TRANSIT ORIENTED DEVELOPMENT AT IOS STATIONS

The Grantee will identify the potential land uses for transit-oriented development (TOD) in and around the four or five proposed stations associated with the viable alternatives for the IOS. Stakeholders and the community will be involved in the development of a proposed plan for each IOS station. This task will provide the direction necessary in the preliminary engineering phase of the program. The task consists of six components, as follows:

A. Development of objectives and evaluation criteria and TOD principles;
B. Data collection and coordination with local cities and the communities;
C. Market assessment of TOD;
D. TOD impacts on IOS ridership;
E. Preliminary analysis of additional revenues due to TOD; and
F. Design guidelines and implementation strategy for development.

The Grantee shall prepare a technical report on the potential for Transit Oriented Development in and around all of the preferred station locations of the IOS as identified in element I.

DELIVERABLE: Technical Report on the Potential for Transit Oriented Development in and around all of the stations of the IOS- West Los Angeles, LAUPT, West Covina, and Ontario Airport
DUE: February 28, 2005

II. PRELIMINARY ENGINEERING FOR ONTARIO AIRPORT TO WEST COVINA

The Grantee will perform preliminary engineering and design development services for the segment of the IOS between Ontario Airport and the West Covina station, and other related tasks specifically oriented to the physical scope and technical characteristics of the project, including:

A. Production of base mapping of the Maglev alignment, including existing and planned utilities, railroad, highway and street right-of-ways, buildings, and other significant structures;
B. Geo-technical investigation analysis based on existing information. No boring tests will be required;
C. Developing and preparing plans profiles, and cross-sections;
D. Preliminary guideways and structures design analysis identifying the plans, specifications and cost estimates; and
E. Identifying impact of construction of the Maglev segment on freeway traffic.

The California Maglev Deployment Program is founded on the concept of using existing
freeway and railroad corridor right-of-ways. The design concept calls for placing the elevated Maglev guide-ways above freeway corridors with columns placed in medians or along the edges of existing roadways. Key issues to be addressed are location of infrastructure, including the proposed Statewide high-speed train system, the California-Nevada Maglev Project proposal planned expansions of freeways and major arterials, planned expansions of freight and passenger rail facilities, passenger stations, maintenance facilities, and specific design solutions along the IOS where potential conflicts exist or may occur between use of the surface and air space. Existing Maglev technology to accommodate existing and planned constraints will be identified, and alternate solutions will be developed for consideration by policy makers. This work will help to direct future preliminary engineering studies to the most feasible design solutions. There will be extensive coordination with Caltrans and other agencies in performing this work.

The Grantee will produce a Preliminary Engineering and Technical Analysis Report describing the work completed under this task, including:

1. Base mapping of the alignment of the Maglev segment sufficiently wide to show any necessary relocation of existing or planned transportation facilities;
2. Plans (at a scale of 400 feet per inch), profiles (at a scale of 40 feet per inch) and cross-sections of the Maglev segment between stations;
3. Technical memorandum identifying the geo-technical investigation of the segment and around the structures and stations;
4. Preliminary guideways and structures design analysis identifying plans specifications and cost estimates; and
5. Technical memorandum identifying impact of construction on traffic operations.

**DELIVERABLE:** Preliminary Engineering and Technical Analysis Report on Guideway  
**DUE:** March 31, 2005

**III. PRELIMINARY DESIGN OF STATIONS & MAINTENANCE FACILITY**

The Grantee will perform preliminary engineering and conceptual design development services for the proposed stations located at Ontario Airport and in West Covina. The work will include development of preliminary site plans showing provisions for parking and intermodal connections and transfer to existing and planned connecting transportation services, including considerations for the California-Nevada Maglev proposal serving Ontario Airport. The Grantee will also locate and prepare preliminary designs, and site plans for a maintenance facility to be located in this segment of the alignment, and other related tasks specifically oriented to the physical scope and technical characteristics of the stations and maintenance facility, including:

A. Assessment of traffic impacts around station sites, including intersections and arterials;
B. Preliminary location, and design of a maintenance facility; and
C. Preliminary design of Ontario Airport and West Covina Maglev stations and related parking facilities.

The Grantee will produce a Preliminary Engineering and Technical Analysis Report describing the work completed under this task.
IV. Refined Cost Estimates

The Grantee will prepare a Cost Estimating Technical Memorandum. This will be a preliminary document on the approach to cost estimating for the preliminary engineering completed under element III and IV.

The Grantee will prepare preliminary estimates of the capital costs of all proposed work to be completed between Ontario Airport and the West Covina stations in accordance with the approach defined in the Cost Estimating Technical Memorandum, including:

A. Guideway;
B. Propulsion, control and guidance systems;
C. Power distribution system;
D. Stations and parking facilities;
E. Maintenance facilities;
F. Necessary ROW, roadway improvements and utility relocation;
G. Maintenance and protection of traffic during construction; and
H. Any other related costs.

DELIVERABLE: Preliminary Estimate of Capital Costs
DUE: October 31, 2005

V. Outreach and Communications

The Public Involvement Plan (PIP) will be updated by the Grantee. The focus of these efforts will be to raise the visibility of the project on the local level. The goal of the outreach effort will be to support work conducted under elements II, III and IV. The Grantee will prepare a PIP document that identifies stakeholders for the Ontario Airport and West Covina corridor.

DELIVERABLE: Public Involvement Plan Document
DUE: November 30, 2004
I. ALTERNATIVES ANALYSIS

The Grantee will prepare an Alternatives Analysis Study, which will evaluate alternatives for the most optimum transit system for the entire length of the proposed Initial Operating Segment (IOS). The goals and objectives of a regional high speed ground transportation system include, but are not limited to, the need to decentralize aviation demand to regional airports, the need to stimulate Southern California’s economy and the need to relieve congestion on highways/freeways. The study will evaluate various available high-speed technologies including the technology proposed for the State of California High Speed Train (HST) system and the Southern California Maglev Deployment Program. The study will seek to identify the preferred technology for the IOS. The study will compare the overall cost/benefits of available high-speed transit technologies. The study will comply with, but not be limited to, the required elements of an Environmental Impact Statement and Environmental Impact Report (EIS/EIR) as required respectively by the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The study will compare potential available high-speed technologies for a transit system for the entire length of the proposed IOS. The study will conduct comprehensive analysis of capital requirements, maintenance and operational costs, ridership, special structures, station and parking facilities, tracks, bridges and tunnels, maintenance facilities, operational plan, joint development, pedestrian access, financial analysis and constraints, infrastructure of guideways. The study will also consider potential linkage from the proposed Maglev West Los Angeles station to Los Angeles International Airport (LAX).

Prior to initiating Task I, the Grantee will prepare a detailed work plan to accomplish the SOW. The detailed work plan will be reviewed and approved by FRA before initiating the alternative analysis, which will include the following:

1) Alignment and Right-of-Way - The study will seek to identify viable alignments and a preferred alignment for high-speed transit on the IOS. The study will compare potential technologies with respect to alternative alignments and the necessary right-of-way for each technology taking into consideration the integration of the various technologies with the existing infrastructure. At a minimum, the study will address the following specific issues:

A. The proposed Maglev plan includes a station at West Los Angeles at its westerly terminus several miles north of LAX. The study will analyze how to establish linkages with LAX, both interim and long-term.

B. The proposed Maglev system is a two-track system. Many transit systems in other regions utilize a four-track system around stations to allow
faster trains to pass slower trains and to bypass selected stations in a shared right of way. The study will investigate the desirability and feasibility of a four track system around stations for Maglev and alternative high speed technologies as well as the required right-of-way for alignments that may include shared right of way.

C. The study will confirm the feasibility of the proposed HST connection to LAX including the required right-of-way.

2) **Station Spacing** - The study will seek to identify an optimum station spacing, on alternate alignments, to maximize ridership and revenue, taking into consideration the impact of station spacing on ridership, convenience, cost of stations, impacts of stations on the street network, feeder system to each station and operational plan. The study will compare the cost/benefits of various high-speed technologies with regard to preferred station spacing.

3) **Station Location** - The study will seek to identify preferred station locations for viable alignments with respect to impacts on ridership and convenience. The proposed alignment on the IOS should provide station locations that are convenient and comfortable for the public (for example, there is some evidence that station platforms in close proximity to freeway traffic are a disincentive for the public use of transit).

4) **Noise** - Compare potential technologies with respect to noise levels and the potential impact on the communities adjacent to viable alignments.

5) **Project Financing** - Compare potential technologies with respect to various alternatives for financing the capital (including construction costs, and spare vehicles with appropriate ratio per technology), start up and operating costs of the of the project.

With respect to each technology;

A. The study will evaluate the feasibility of a private funding strategy through bonding. Furthermore, the study will evaluate the form of ownership. Private bond investors may require a “non-compete” agreement, which would restrict the public sector’s ability to make improvements to adjacent transportation systems on the IOS. The study will also evaluate financing implications in the event a “non-compete” agreement is not approved.

B. The study will evaluate potential exposure on the governmental agencies, which could be members of the Joint Powers Authority, if the Maglev project is a public/private partnership.

6) **Operating Cost** - Compare potential technologies with respect to operating costs including administration, maintenance labor, maintenance facility, spare parts, future vehicle replacement cycle and fuel consumption.

7) **Cost Effectiveness and Fares** - Compare potential technologies with respect to anticipated ridership for viable alignment station combinations and the required revenues to meet project financing requirements and cover operating costs. The study will include
analysis of subsidy requirements, if any. The study will also compare the projected fares based on system cost and analyze the impact of such fares on ridership.

8) **Project Economics** - Compare potential technologies with respect to proposed financing methodology for each technology and include potential cost/benefit analysis in form of a comprehensive business plan. The study will include public and private financing scenarios for Maglev and alternative technologies.

9) **Transit Linkages/Feeder Service** - Compare potential technologies, alignment and station locations with respect to linkages and appropriate feeder service with existing and proposed systems and analyze the necessary improvements to infrastructure, related costs and source of funding.

In regard to the proposed State HST in the region;

A. The study will evaluate the best strategy to integrate the IOS and HST systems with each other and the existing and proposed systems for maximum ridership and regional benefit.

B. The study will evaluate compatibility of the IOS and HST systems with existing and proposed steel rail infrastructure and evaluate the ability to share existing tracks and overall system effectiveness. As part of the cost/benefit analysis for any of the various potential technologies, the study will examine to what extent the ability to share the same track should be a priority for the region.

10) **Energy Consumption** - Compare potential technologies with respect to energy consumption, including demand, source and environmental impacts of required local generation facilities, if any.

11) **Headways** - Compare potential technologies with respect to frequency of headways required to maximize ridership.

**DELIVERABLES**

The following table details anticipated deliverables for this study:

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<thead>
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<th>Item</th>
<th>Product</th>
<th>Date</th>
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<tr>
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<td>January 31, 2004</td>
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<tr>
<td>2.0</td>
<td>Interim Study Report (50% completion)</td>
<td>April 20, 2005</td>
</tr>
<tr>
<td>3.0</td>
<td>Quarterly Progress and Financial Report</td>
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<td>6.0</td>
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<td><strong>September 30, 2005</strong></td>
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EXHIBIT A: PART III.

SCOPE OF WORK
FRA Grant # DTFRDV-02-H-60029
Preconstruction Planning Funding for the Los Angeles, California Maglev System

I. PROJECT MANAGEMENT AND ADMINISTRATION

The Grantee is required to keep appropriate accounts and records and to file appropriate financial and progress reports, as specified in the Agreement. The Grantee is also required to administer the Agreement and to manage and be responsible for conformance to the Approved Project Budget, Project Schedules, and all applicable laws, regulations, and published policies. This includes, but is not limited to, the following as applicable:

U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (common grant management rule), 49 C.F.R. part 18, which applies to projects with governmental bodies.

SCAG staff will perform project management, coordination, and support for the Maglev Task Force, contract administration, monitoring and progress reporting to the Federal Railroad Administration, and SCAG’s Policy Committees. SCAG staff will also provide needed data, modeling and studies to consultant. SCAG staff will be involved in public outreach efforts, modeling and technical analysis for IOS Preliminary Engineering.

DELIVERABLE: FRA Quarterly Progress Reports and Final Report
DUE: January 31, 2005; April 30, 2005; July 31, 2005; September 30, 2005; October 31, 2005 (final)
# BUDGET

**FRA Grant # DTFRDV-02-H-60029**

Preconstruction Planning Funding for the Los Angeles, California Maglev System

## Total Grant Award

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## Total Match Contributions by Agency

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## Staff 1: SCAG Staff

**match by agency**

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## Consultant 1: Preliminary Engineering

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## Consultant 2: Alternatives Analysis

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ITEM 5.2 MAGLEV TASK FORCE MEETING SCHEDULE
RECOMMENDATION:

Approve change of Maglev Task Force meeting schedule to one of the recommended times.

SUMMARY:

Due to direct conflict with the City of Los Angeles City Council meetings, SCAG staff suggests a change of the meeting dates and/or times for all future Maglev Task Force meetings. Members of the LA Transportation Committee have expressed interest in attending the Maglev meetings; however, the City Council meets on Wednesdays.

The following are meeting times of the LA City Council and Transportation Committee:

LA City Council per week:
- Tuesday 10:00 a.m.
- Wednesday 10:00 a.m.
- Friday 10:00 a.m.

LA Transportation Committee per month:
- 2nd Wednesday 2:00 p.m.
- 4th Wednesday 2:00 p.m.

Available options dates/times for the Maglev Task Force per month:
- 2nd Thursday 9:00 a.m., 10:00 a.m., 11:00 a.m. or 2:00 p.m.
ITEM 6.1   LAX/SOUTH STUDY STATUS UPDATE
To: Maglev Task Force Members  
From: Zahi Faranesh (x819) and Sarah Adams (x818)  
Date: April 20, 2005  
RE: LAX/South Study Status Update

SUMMARY:

During the October 2004 Maglev Task Force Meeting, Frank Sherkow of Aztec Engineering presented a revised report on the LAX/South study. Data from previous model runs and studies revealed an error. This error was corrected and Mr. Sherkow wanted to make sure that the Task Force was aware of the changes and the final corrected numbers.

After lengthy discussion, the Maglev Task Force took the following action:

The Task Force approved the revised LAX/South High Speed Ground Access Study without selecting any of the Options as the final recommended alignment.

This action was taken in order to move all four Final Options forward for further review in Phase II. Mapped versions of the four Final Options are displayed on the following pages.
FINAL ALIGNMENT OPTION 1

- Length: 69 miles;
- Capital cost: $6.5 billion;
- Capital cost per mile: $94.9 million;
- Annual operating and maintenance costs: $57.7 million; and
- Average daily ridership: 134,000
FINAL ALIGNMENT OPTION 2

- Length: 84.5 miles;
- Capital cost: $8.26 billion;
- Capital cost per mile: $97.7 million;
- Annual operating and maintenance costs: $91.5 million; and
- Average daily ridership: 157,000
FINAL ALIGNMENT OPTION 3

- Length: 87 miles;
- Capital cost: $8.41 billion;
- Capital cost per mile: $96.7 million;
- Annual operating and maintenance costs: $94.2 million; and
- Average daily ridership: 147,000
FINAL ALIGNMENT OPTION 4

- Length: 100.3 miles;
- Capital cost: $9.512 billion;
- Capital cost per mile: $94.9 million;
- Annual operating and maintenance costs: $114.6 million; and
- Average daily ridership: 171,000
ITEM 6.2  NATIONAL MAGLEV PROJECT
OVERVIEW
SUMMARY:

The status of most national and international Maglev Projects are listed below.

California-Nevada has completed the programmatic DEIR/EIS Scoping processes and has begun work on the study. On the initial segment from Las Vegas to Primm (approximately 40 miles), they are working towards a project specific DEIS (Note: no EIR is required in the state of Nevada).

Baltimore-Washington has completed their DEIR/EIS, which has been signed by the FRA Administrator. They are about to start FEIR/EIS and they currently have approximately $1 million in Federal funding for this work.

Pittsburgh has completed their DEIR/EIS, but are going through revisions in cooperation with the FRA. They still have some federal funding to finish the DEIR/EIS work.

San Diego has $1 million earmarked in TEA-LU (passed by the House only) for a Maglev feasibility study from San Diego airport to a location in Imperial County. The purpose of the feasibility study is to determine if Maglev can offer a viable option for relieving their airport capacity issues.

Atlanta-Chattanooga is still in the beginning stages of planning for their proposed Maglev project. There is significant local support for the project and they are currently trying to harness local match from Georgia and Tennessee for a FRA grant. They may extend the project propose to offer Maglev service to Nashville, TN and Macon/Savannah, GA. The initial phase is expected to go to the Atlanta airport.

Shanghai continues to run successfully at 99.7% on-time performance. Ridership is increasing, but they are still operating only nine hours per day. The potential extension to Hangzhou (110 mi) is still under discussion. The goal for that extension is to be up and running by 2010 for the World Expo.

Japan Slow-Speed (HSST) began operation in March and is running successfully so far. They just completed the World Fair and had some issues with overcrowding on the trains.
London is under conceptual discussion on a potential line from London to Manchester. Several high speed transit alternatives are being considered.

Bahrain, Qatar, and the United Arab Emirates are looking at a possible regional line throughout the three countries. At this point, only conceptual discussions on feasibility studies are being undertaken.

National Maglev Program is subject to the TEA-21 Reauthorization process. A National Maglev Program is contained in each bill and the goal of national Maglev interest groups is to garner funding for construction of one or more projects with additional funding to complete ongoing studies on other projects.

Members of the Maglev Task Force will be briefed on the national program and expectations for each project.
ITEM 6.3  UPDATE ON ALTERNATIVES ANALYSIS
MEMO

To: Maglev Task Force Members
From: Zahi Faranesh (x819) and Sarah Adams (x818)
Date: April 20, 2005
RE: Alternatives Analysis Update

SUMMARY:

As reported in January Maglev Task Force meeting, the selected consultant for the Alternatives Analysis is Cambridge Systematics Incorporated. On December 17, 2004, a protest was filed against this selection.

The protest has been resolved in favor of SCAG and the contract is proceeding.

Anthony will provide a brief update of the project and current status and schedule of the contract drafting process.
ITEM 6.3  FEDERAL SAFETEA AND TEA-LU UPDATE
MEMO

To: Maglev Task Force Members
From: Zahi Faranesh (x819) and Sarah Adams (x818)
Date: April 20, 2005
RE: Federal SAFETEA and TEA-LU Update

SUMMARY:

TEA-LU (HR 3), the House version of the reauthorization bill, was passed by the full House on March 10th. The Senate’s version, SAFETEA, was marked up in the Environment and Public Works Committee (EPW) on March 16th. Floor action on the bill may be delayed.

Currently, both bills contain overall funding levels of $284 billion and retain the National Maglev Program.

The House bill authorizes $95 million from 2005-2009 for construction and/or planning activities. No funding is given the status of non-contract authority and will come as a take-down from NHS. Further, there is no discussion regarding participation and eligibility. Any project that qualifies technologically and financially under the current program can apply (projects must be revenue producing).

The Senate bill authorizes $67 million in contract authority and $1.9 billion in noncontract authority. Further, it allows additional projects to be considered under the Federal program. (*Note: Contract authority requires the authorized amount to be obligated in the year it is assigned without going through appropriations. Non-contract requires the authorized amounts to go through an appropriations cycle.)

Don will go over some major differences in the bill provisions and will discuss potential schedules and outcomes.