



CITY COUNCIL AGENDA REPORT

MEETING DATE: JANUARY 19, 2010

ITEM NUMBER:

SUBJECT: APPROVAL OF AMENDED ORANGE COUNTY COUNCIL OF GOVERNMENTS (OCCOG) JOINT POWERS AGREEMENT

DATE: DECEMBER 23, 2009

FROM: DEVELOPMENT SERVICES DEPT.

**PRESENTATION BY: MINOO ASHABI, AIA, SENIOR PLANNER
KIMBERLY BRANDT, AICP, ACTING DIRECTOR**

FOR FURTHER INFORMATION CONTACT: MINOO ASHABI (714) 754-5610

RECOMMENDATION:

- (1) Adopt the attached resolution approving and executing an amended and restated Orange County Council of Governments (OCCOG) Joint Powers Agreement; and,
- (2) Authorize the mayor to execute the amended and restated Joint Powers Agreement, and transmit the signed OCCOG Joint Powers Agreement to the OCCOG Interim Executive Director.

BACKGROUND:

OCCOG is a 40-member joint powers authority that serves as an official subregion of the Southern California Association of Governments (SCAG) representing Orange County cities, the County of Orange, Orange County Transportation Authority, the Transportation Corridor Agencies, and Orange County special districts, including the Orange County Sanitation District and the Independent Special Districts of Orange County.

The OCCOG Board of Directors (Board) represent the Orange County region on SCAG's Governing Board and policy committees, and its Technical Advisory Committee provides a coordinated mechanism for Orange County technical and policy recommendations to be issued on SCAG plans and programs and on behalf of its member agencies. Key areas include:

- Protecting Orange County interests in SCAG's adoption of a Regional Housing Needs Assessment (RHNA) allocation to local jurisdictions in the six-county SCAG region;
- Protecting a local, bottoms-up development of the Orange County Projections, which represents Orange County's official growth forecast for local, countywide and regional planning;
- Adopting the Orange County official growth forecast, which is now required by statute to be used for RHNA allocations and for regional transportation planning; and,

- Providing input and recommendations on new requirements relating to SB 375 and its Sustainable Communities Strategy, which seeks to reduce greenhouse gas emissions by shifting future and higher-intensity growth near transit stations and facilities.

An Information Sheet that summarizes background information on OCCOG is provided in Attachment 1.

ANALYSIS:

In 2009, the Board completed an overdue and comprehensive revision to the original 1996 OCCOG joint powers agreement provisions. The Board recognized the need to amend and restate the original joint powers agreement to:

- Update its references to OCCOG's administration and establish an OCCOG Executive Director;
- Streamline and make consistent provisions relating to the joint powers agreement and OCCOG bylaws; and,
- Update the references to the member agencies and their voting on the OCCOG board.

Key provisions of the amended and restated OCCOG joint powers agreement are detailed in the Attachment 1. In particular, the amended and restated OCCOG joint powers agreement provides the authority for OCCOG to:

- Establishes annual membership dues to assist in financing its operation – which had been previously absorbed by certain volunteer cities – and which was a key recommendation of the Orange County City Managers Association; and,
- Broadens the powers of OCCOG to be able to retain staff and consultants to conduct its responsibilities as a SCAG subregion.

At its meeting of June 25, 2009, the Board unanimously adopted the amended and restated joint powers agreement, and requested that said agreement be transmitted to each OCCOG member agency for review, approval and execution.

The comprehensive amendment also included amendments to the OCCOG bylaws that require any elected official representing OCCOG (OCCOG Board Member and Alternate, and any elected official serving as an OCCOG Subregional Representative on SCAG's policy committees) be from a dues-paying OCCOG Member Agency in good standing.

ALTERNATIVES

The following action complies with the direction of the Board in preparation of a subregional SCS consistent with the State law. There are no other viable alternatives.

LEGAL REVIEW

The City Attorney's office has approved the resolution and amendment as to form.

FISCAL REVIEW

The annual membership fee for the City of Costa Mesa is \$5000.00 which has been included in the City budget for this fiscal year (Exhibit 2 of Attachment 2).

CONCLUSION

Staff has reviewed the OCCOG documents, and recommends that Costa Mesa continue to be a Member Agency of OCCOG by adopting the attached resolution to execute the amended and restated OCCOG joint powers agreement.

Staff believes that considering local representation that SB 375 requires, membership into OCCOG will effectively serve and protect the interests of the community. Currently, a new cycle of RHNA, updated growth forecasts, and a 2012 regional transportation plan are under technical development at SCAG. In addition to these traditional requirements will be the new requirements imposed by SB375, which mandate that land use, RHNA, and transportation planning be integrated and accomplished within a framework of air quality and greenhouse gas emissions reductions.

By executing the amended and restated joint powers agreement, Costa Mesa will be able to effectively monitor and address these state and regional issues with a coordinated Orange County voice through OCCOG's representatives.



MINOO ASHABI, AIA
Senior Planner



KIMBERLY BRANDT, AICP
Acting Development Svs. Director

Distribution: City Manager
Assistant City Manager
City Attorney
Public Services Director
City Clerk (2)
Staff (4)
File (2)

Attachment: Resolution

File: 011910OCCOGJPA

Date: 010710

Time: 3:30 p.m.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA EXECUTING AN AMENDED AND RESTATED ORANGE COUNTY COUNCIL OF GOVERNMENTS (OCCOG) JOINT POWERS AGREEMENT

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the Orange County Council of Governments (OCCOG) serves as a Southern California Association of Governments (SCAG) subregional organization that represents the interests of Orange County in the consideration of SCAG plans, programs, policies and legislative platforms;

WHEREAS, the OCCOG was duly established by a joint powers agreement as a separate legal entity by and between thirty (30) founding member agencies between April 1996 and January 1998, with said member agency representation currently comprised of forty (40) public agencies; and with each member, by and through its legislative body, independently determining that the public interest, convenience and necessity required creation of a joint powers authority known as the OCCOG;

WHEREAS, the OCCOG Board of Directors (Board) recognized the need to amend and restate the original OCCOG joint powers agreement to: a) streamline and make consistent certain provisions relating to OCCOG between the provisions in the joint powers agreement and the provisions of the OCCOG bylaws; b) address updated references to member agencies and their voting on the Board; c) add a provision to establish membership dues for member agencies; and d) clarify the powers and limitations of OCCOG; and broaden the ability of OCCOG to retain staff and consultants;

WHEREAS, the Board duly conducted a public meeting on the amended and restated OCCOG joint powers agreement on June 25, 2009 and unanimously adopted the amended and restated OCCOG joint powers agreement and authorized the transmittal of said amended and restated joint powers agreement to the OCCOG Member Agencies for execution by the legislative body of each Member Agency;

WHEREAS, in the conduct of its business, the OCCOG has further established bylaws which govern the effective and efficient conduct of the OCCOG, with the founding OCCOG bylaws adopted on May 17, 1997;

WHEREAS, the OCCOG has concurrently undertaken a comprehensive assessment and revision to its adopted bylaws, in consultation with the OCCOG Board Ad Hoc Bylaws Subcommittee and the Orange County City Managers Association OCCOG Oversight Committee;

WHEREAS, at its meeting of June 25, 2009, the Board reviewed, considered and adopted a comprehensive technical and policy revision to the OCCOG bylaws to further define the operation of the OCCOG;

WHEREAS, the revised OCCOG bylaws effect such changes as refining board membership and voting provisions, authorizing membership dues; requiring that OCCOG board members be from dues-paying member agencies in good standing; and achieving a consistency between the provisions of the OCCOG joint powers agreement and the OCCOG bylaws;

WHEREAS, the 2009 amendment to the OCCOG bylaws provides a comprehensive technical and policy revision to the OCCOG bylaws, which are consistent with a 2009 amended and restated OCCOG joint powers agreement;

BE IT RESOLVED that the City Council hereby resolve as follows:

SECTION 1. City of Costa Mesa City Council hereby approves the amended and restated OCCOG joint powers agreement as adopted by the Orange County Council of Governments on June 25, 2009, attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. Authorizes the MAYOR to execute the amended and restated OCCOG joint powers agreement, and transmit the signed OCCOG joint powers agreement to the OCCOG Interim Executive Director.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take effect and be in force.

PASSED, APPROVED, and ADOPTED this 19th day of January, 2010, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

ALLAN R. MANSOOR
Mayor of the City of Costa Mesa

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Costa Mesa

City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)..SS..
CITY OF COSTA MESA)

I, JULIE FOLCICK, hereby certify that I am the duly appointed City Clerk of the City of Costa Mesa and that the foregoing resolution was duly adopted at an adjourned regular meeting of the City Council of the City of Costa Mesa held on the 19th day of January, 2010.

Julie Folcik, City Clerk of the City of Costa Mesa

AMENDED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING THE
ORANGE COUNTY COUNCIL OF GOVERNMENTS

This presentation reflects the Amended and Restated Agreement made between the Member Agencies (listed in Exhibit 1) hereinafter collectively or individually referred to as "Member Agencies."

RECITALS

A. Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two (2) or more public agencies to jointly exercise any power common to them.

B. Each Member Agency and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial and other related fields.

C. Member Agencies realize the urgent need for areawide planning and coordination in order to provide advice to public entities on a range of issues that affect multiple interests.

D. Member Agencies believe that the joint exercise of their powers will provide an organization capable of conducting studies and projects designed to improve and coordinate common governmental responsibilities and services on an areawide and regional basis through the establishment of a council of governments.

E. Member Agencies wish to create a unified subregional organization which will improve Orange County's abilities to be represented in the southern California region, the State of California and the nation on issues and matters that affect collective Orange County interests.

F. Member Agencies believe that an Orange County Council of Governments ("OCCOG") is best suited to accomplish the preparation of subregional plan components mandated by state and federal law to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an areawide and regional basis through the establishment of a council of governments, and explore areas of intergovernmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

G. Between approximately April 1996 and January 1998, thirty (30) Member Agencies adopted the original Joint Powers Agreement ("Original JPA") for the OCCOG. Since that date, twelve (12) additional Orange County agencies have signed the Original JPA to become Member Agencies.

H. The Member Agencies believe the OCCOG has been operating effectively at accomplishing its purposes, as outlined in the Original JPA, and seeks to have the Original JPA amended by this Amended and Restated JPA to better comport with the present and anticipated future needs of the OCCOG.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, Member Agencies agree as follows:

SECTION 1 ESTABLISHMENT

This Agreement amends and supersedes the Original JPA in its entirety. There is hereby created an organization known and denominated as the Orange County Council of Governments (OCCOG) which shall be a public entity, separate and apart from any member city or county. The Orange County Council of Governments shall be governed by the terms of this Joint Powers Agreement and the Rules, duly passed and adopted by the Board.

SECTION 2
PURPOSE AND FUNCTIONS

2.1 Functions

OCCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. The OCCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Orange County;
- c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of its members;
- d. Seek economies of scale whenever practical in the administration of governmental services;
- e. Exercise jointly the common powers of its members to manage and administer any implementation agreement or program;
- f. Make and enter into contracts;
- g. Contract for the services of engineers, attorneys, planners, financial consultants and others and employ such other persons, as it deems necessary;
- h. Adopt rules, regulations, policies, bylaws and procedures governing the operation of OCCOG;
- i. Apply for grants under any federal, state, regional or local programs as needed to achieve member objectives;
- j. Seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the OCCOG;
- k. Incur debts, liabilities or obligations;
- l. Acquire, hold or dispose of property;
- m. Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

- n. To the extent not specifically provided in this Agreement, to exercise any powers authorized by the member agencies to achieve the OCCOG's objectives and such further powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508.

2.2 Limitation of Powers

The manner in which the OCCOG may exercise its powers shall be subject to any statutory limitations applicable to the Orange County Transportation Authority.

SECTION 3

ORGANIZATION

3.1 Membership

The parties to OCCOG shall be each public entity which has executed or hereafter executes this agreement, or any addenda, amendment, or supplement thereto, and which has not, pursuant to provisions hereof, withdrawn from the OCCOG.

Other entities within Orange County may petition to become a member of the OCCOG by submitting to the Board of Directors ("Board") a resolution adopted by its governing body. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board the petitioning entity shall become a member of the OCCOG.

The names of the member parties at any time shall be shown on Exhibit 1, attached, as amended or supplemented from time to time.

3.2 Withdrawal from Membership

Any member of OCCOG may, at any time, withdraw from the OCCOG. The withdrawal of a member agency shall become effective ninety (90) days after a resolution adopted by its governing body which authorizes withdrawal is received by the OCCOG.

3.3 Successor Agency

The Orange County Council of Governments is hereby designated the successor in interest to the Orange County Regional Advisory and Planning Council (RAPC).

SECTION 4 BOARD OF DIRECTORS

4.1 Board of Directors and Voting

All functions of the OCCOG shall be exercised by the Board. Recognizing the provisions for formation in Section 9.1 of this agreement, the Board would be composed of elected officials and ex-officio (non voting) representatives of the following entities, as further provided in the OCCOG's Bylaws:

| <u>Entity</u> | <u>No. of</u> |
|---|------------------|
| <u>Members</u> | <u>Voting</u> |
| County of Orange | 1 |
| Orange County Transportation Authority | 1 |
| Orange County Transportation Corridor Agencies | 1 |
| Orange County Sanitation Districts | 1 |
| Orange County ISDOC/Water Agencies Representative | 1 |
| Orange County Representative to SCAQMD | 1 |
| Orange County Delegates to SCAG | 12 |
| Orange County SCAG representative | 1 |
| At-large Orange County Cities Member | 1 |
| Total Members | 20 voting |

Additionally, there shall be one Orange County Division, League of California Cities Representative (non-voting Ex-Officio), one Private Sector Representative (non-voting Ex-Officio) and one University Representative (non-voting Ex-Officio) on the OCCOG Board, but more may be established based on needs and in accordance with the OCCOG's Bylaws.

4.2 Terms/Removal

Board members serve at the pleasure of the appointing entity and Board, as further set forth in the OCCOG Bylaws.

4.3 Vacancies/Alternates

If a person who has been appointed as a director ceases to serve as a member of the appointing entity or no longer qualifies to serve as a member of the appointing entity, he/she shall no longer serve on the OCCOG Board. The appointing entity is encouraged to fill vacancies as expeditiously as possible to ensure representation on the voting Board.

Each Board member can designate one or two alternates, provided that said alternates serve in a similar capacity in the entity as the Board member (i.e., elected officials for voting members). Alternate directors shall receive all meeting notices and written material sent to directors and shall have the right to participate and vote at meetings of the Board in the absence of the director for whom the alternate director serves.

All provisions of law relating to conflicts of interest that apply to a Board member shall apply to alternate board members.

4.4 Ex-Officio Representatives

Such representatives shall receive all meeting notices, shall have the right to participate in Board discussions, and shall have the right to place matters on the agenda, but shall not be counted towards a quorum of the Board and shall have no vote.

4.5 No Dual Representation

It is recognized that elected officials often represent various agencies by serving on various boards, committees, etc. In instances where elected officials represent more than one OCCOG member agency, the official will choose one agency to represent. When an elected official is the sole representative of an agency, the elected official shall represent that agency on the OCCOG Board. Procedures

for filling open OCCOG member positions will follow those described in the OCCOG's Bylaws.

4.6 Officers

Chair: The Chair of the Board shall be elected annually as further provided in the OCCOG bylaws. Any Board member may be authorized to represent the Board upon approval by the Chairman.

Vice Chair: The Vice Chair of the Board shall be elected annually, as further provided in the OCCOG bylaws, and have all the powers to act in the place of the Chair in the Chair's absence.

4.7 Quorum

A majority of appointed voting directors shall constitute a quorum for acting on the business of the Board. If such number of Board members is an even number, a majority shall be one more than half the number of appointed directors to the Board.

4.8 Meetings

Regular Meetings: Regular meetings of the Board shall be held every month according to a schedule approved by the Board at its first meeting each calendar year.

Special Meetings: Special meetings may be called by the Chairman or a quorum of Board members.

Brown Act: All meetings shall be called and conducted in accordance with the Ralph M. Brown Act.

4.9 Bylaws

Bylaws providing additional details pertaining to the conduct of OCCOG and its support structure will be established and approved by the OCCOG Board.

SECTION 5
STAFFING, FUNDING AND ADDITIONAL
RESPONSIBILITIES

5.1 Staffing, Consultants and Agents

The Board shall have the power to appoint, by employment or on a contractual basis, and remove an administrative officer to serve as the Executive Director of the Board. Such Executive Director shall have full authority and responsibility to implement the purposes and objectives of the OCCOG, subject to the general authority of the Board and specific definition of duties, responsibilities and compensation by contract or employment terms as approved by the Board and as provided by the OCCOG Bylaws. The duties of the Executive Director may be delegated by the Executive Director to subordinate employees or performed through contractual services.

The Board may appoint any additional staff, consultants or agents, as deemed necessary or desirable by approval of the Board. Such additional officers may be officers or employees of a Member Agency or the Board may approve entering into a contractual agreement for services for any function necessary for the Board to carry out its purpose, which additional officers or employees shall not be deemed employees of the OCCOG.

Additional support to OCCOG may be provided through committees, as established in the Bylaws.

5.2 Funding

Dues: Each Member of the OCCOG shall pay annual membership dues to recover costs for staffing, legal services, equipment, materials, contract services, office space and other capital and operational costs as stipulated by OCCOG's annual adopted budget, which dues shall initially be set at the amount provided as Exhibit "2" attached hereto and, thereafter, adjusted pursuant to OCCOG's annual adopted budget. Said dues structure shall be established by resolution of the Board and shall be updated annually.

Additional funding for the OCCOG's operation may be provided by monies provided to Orange County from the Southern California Association of Governments, member and/or non-member agency financial contributions, grants, and other sources authorized and approved by the OCCOG Board.

5.3 Assignment of Additional Responsibilities

Additional responsibilities will be undertaken by OCCOG in accordance with the following procedures.

Requests to Examine Issues and Provide Input/Recommendations: Requests from non-member and member agencies may be made to OCCOG to examine activities and provide recommendations. The OCCOG shall assign the Executive Director or an OCCOG committee the task of examining staffing needs and funding issues to undertake additional responsibilities, including the need to establish a special assessment to fund any additional responsibility, and providing recommendations to OCCOG on how and whether it might choose to pursue the request. In addition to considering potential staffing/funding constraints, the Executive Director or OCCOG committee will also base its recommendations, and the OCCOG shall consider, on whether the request/issue has strong countywide support among OCCOG members and can reduce or eliminate duplication, improve efficiencies and otherwise achieve countywide consensus and OCCOG objectives.

Assignment of Responsibilities to OCCOG: Should requests from member and/or non-member agencies be made for the OCCOG to assume responsibility for delivery of services, development of plans, programs or similar activities, the OCCOG would assume said responsibilities upon approval of its Board, with concurrence of the affected agency(ies).

SECTION 6
FINANCES

6.1 Budget

Prior to July 1st of each fiscal year, the Board shall adopt a budget.

6.2 Designation of Treasurer and Auditor/Controller

The Board shall, in accordance with applicable law, designate a Treasurer and Auditor/Controller for the OCCOG. The Treasurer shall have charge of the depositing and custody of all funds held by the OCCOG. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505 and 6505.5 of the Government Code and such duties as may be required by the Board. The Auditor/Controller shall maintain the financial records of the OCCOG, and shall perform such functions as may be required by provisions of applicable law, this Agreement and any OCCOG bylaws and the direction of the Board.

6.3 Obligations of the OCCOG

As authorized by California Government Code Section 6508.1, the debts, liabilities and obligations of the OCCOG shall be the debts, liabilities or obligations of the OCCOG alone. No member of the OCCOG shall be responsible, directly or indirectly, for any obligation, debt or liability of the OCCOG, whatsoever. The debts, liabilities and obligations of the OCCOG shall be the debts, liabilities and obligations of the OCCOG alone, and not of the Members.

6.4 Control and Investment of OCCOG Funds

The Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

6.5 Funds and Properties

The Board shall appoint an entity to receive and have the custody of, and disburse OCCOG funds and property and make disbursements as agreed to by its members. The appointed entity shall invest OCCOG funds in accordance with the general law. All interest collected on OCCOG funds shall be accounted for and posted to the account of said funds.

6.6 Accounts and Reports

The OCCOG shall establish and maintain such records and accounts which are deemed necessary to account for and report on the various sources of funds, expenditures, grants, programs and projects and, as may be required by good accounting practice, the State Controller or the United States Government. The books and records of the OCCOG shall be open to inspection by representatives of the member agencies at all reasonable times.

SECTION 7 INDEMNITY

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party of its employees.

The member agencies, and their employees, officers, members and directors will not be liable to OCCOG (or anyone who may claim any right because of a relationship with OCCOG) for any acts or omissions related to the service to OCCOG. OCCOG and its members will indemnify and hold the members harmless from any obligations, costs, claims, judgments, attorney's fees, and/or attachments in any way connected with the services provided to OCCOG under this agreement.

SECTION 8
TERMINATION AND) DISSOLUTION

8.1 Termination

The OCCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement: providing, however, that the OCCOG and this agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of the OCCOG. Termination shall be accomplished by a majority action of the Board.

8.2 Distribution of Property and Funds

In the event of the termination of this Agreement, any property interest remaining in OCCOG following the discharge of all obligations shall be disposed in accordance with Government Code Section 6512.

SECTION 9
MISCELLANEOUS

9.1 Effective Date

This Agreement shall be effective and the Orange County Council of Governments shall exist from and after such date as this Agreement has been executed by 50 percent plus one of the cities or the County of Orange in Orange County representing over 50 percent of the County's population.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as evidenced by the signatures below.

MEMBER AGENCY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

E X H I B I T 1
MEMBER AGENCIES LISTING

City of Aliso Viejo
City of Anaheim
City of Brea
City of Buena Park
City of Costa Mesa
City of Cypress
City of Dana Point
City of Fountain Valley
City of Fullerton
City of Garden Grove
City of Huntington Beach
City of Irvine
City of La Habra
City of La Palma
City of Laguna Beach
City of Laguna Hills
City of Laguna Niguel
City of Laguna Woods
City of Lake Forest
City of Los Alamitos
City of Mission Viejo
City of Newport Beach
City of Orange
City of Placentia
City of Rancho Santa Margarita
City of San Clemente
City of San Juan Capistrano
City of Santa Ana
City of Seal Beach
City of Stanton
City of Tustin
City of Villa Park
City of Westminster

City of Yorba Linda

County of Orange

Orange County Independent Special Districts/Water Agencies

Orange County Transportation Authority

Foothill / Eastern Transportation Corridor Agency

San Joaquin Hills Transportation Corridor Agency

County Sanitation Districts of Orange County, Nos. 1,2,3,5,6,7,11,13,14

South Coast Air Quality Management District

EXHIBIT 2
FY2009-10 OCCOG MEMBERSHIP DUES

FY 2009-10 Preliminary OCCOG Dues Structure for OCCOG Member Agencies

| | Member Agency Name | 2009 City Population | % Population | Base (1/3) of initial Dues | Weighted Dues % of | Population Factor | Proposed OCCOG |
|----|------------------------------|----------------------|--------------|----------------------------|--------------------|-------------------|----------------|
| 1 | Aliso Viejo | 45,249 | 1.45% | \$1,666.67 | \$1,932.94 | \$3,599.61 | \$3,599.61 |
| 2 | Anaheim | 346,823 | 11.11% | \$1,666.67 | \$14,815.56 | \$16,482.22 | \$5,000.00 |
| 3 | Brea | 40,081 | 1.28% | \$1,666.67 | \$1,712.18 | \$3,378.84 | \$3,378.84 |
| 4 | Buena Park | 82,768 | 2.65% | \$1,666.67 | \$3,535.68 | \$5,202.34 | \$5,000.00 |
| 5 | Costa Mesa | 113,955 | 3.65% | \$1,666.67 | \$4,867.92 | \$6,534.59 | \$5,000.00 |
| 6 | Cypress | 49,541 | 1.59% | \$1,666.67 | \$2,116.29 | \$3,782.95 | \$3,782.95 |
| 7 | Dana Point | 36,982 | 1.18% | \$1,666.67 | \$1,579.79 | \$3,246.46 | \$3,246.46 |
| 8 | Fountain Valley | 57,925 | 1.86% | \$1,666.67 | \$2,474.44 | \$4,141.10 | \$4,141.10 |
| 9 | Fullerton | 137,437 | 4.40% | \$1,666.67 | \$5,871.02 | \$7,537.69 | \$5,000.00 |
| 10 | Garden Grove | 173,067 | 5.54% | \$1,666.67 | \$7,393.06 | \$9,059.73 | \$5,000.00 |
| 11 | Huntington Beach | 201,993 | 6.47% | \$1,666.67 | \$8,628.72 | \$10,295.39 | \$5,000.00 |
| 12 | Irvine | 209,806 | 6.72% | \$1,666.67 | \$8,962.74 | \$10,629.14 | \$5,000.00 |
| 13 | La Habra | 62,635 | 2.01% | \$1,666.67 | \$2,675.64 | \$4,342.30 | \$4,342.30 |
| 14 | La Palma | 16,176 | 0.52% | \$1,666.67 | \$691.00 | \$2,357.67 | \$2,357.67 |
| 15 | Laguna Beach | 25,131 | 0.81% | \$1,666.67 | \$1,073.54 | \$2,740.21 | \$2,740.21 |
| 16 | Laguna Hills | 33,421 | 1.07% | \$1,666.67 | \$1,427.68 | \$3,094.34 | \$3,094.34 |
| 17 | Laguna Niguel | 66,877 | 2.14% | \$1,666.67 | \$2,856.85 | \$4,523.61 | \$4,523.51 |
| 18 | Laguna Woods | 18,442 | 0.59% | \$1,666.67 | \$787.80 | \$2,454.47 | \$2,454.47 |
| 19 | Lake Forest | 78,317 | 2.51% | \$1,666.67 | \$3,345.54 | \$5,012.21 | \$5,000.00 |
| 20 | Los Alamitos | 12,191 | 0.39% | \$1,666.67 | \$520.77 | \$2,187.44 | \$2,187.44 |
| 21 | Mission Viejo | 98,572 | 3.16% | \$1,666.67 | \$4,210.79 | \$5,877.46 | \$5,000.00 |
| 22 | Newport Beach | 84,554 | 2.71% | \$1,666.67 | \$3,611.97 | \$5,278.64 | \$5,000.00 |
| 23 | Orange | 140,849 | 4.51% | \$1,666.67 | \$6,016.78 | \$7,683.44 | \$5,000.00 |
| 24 | Placentia | 51,727 | 1.66% | \$1,666.67 | \$2,209.67 | \$3,876.34 | \$3,876.34 |
| 25 | Rancho Santa Margarita | 49,764 | 1.59% | \$1,666.67 | \$2,125.81 | \$3,792.48 | \$3,792.48 |
| 26 | San Clemente | 67,892 | 2.18% | \$1,666.67 | \$2,900.20 | \$4,566.87 | \$4,566.87 |
| 27 | San Juan Capistrano | 36,782 | 1.18% | \$1,666.67 | \$1,571.25 | \$3,237.92 | \$3,237.92 |
| 28 | Santa Ana | 353,184 | 11.32% | \$1,666.67 | \$15,087.28 | \$16,753.95 | \$5,000.00 |
| 29 | Seal Beach | 25,986 | 0.83% | \$1,666.67 | \$1,110.07 | \$2,776.73 | \$2,776.73 |
| 30 | Stanton | 39,276 | 1.26% | \$1,666.67 | \$1,677.79 | \$3,344.46 | \$3,344.46 |
| 31 | Tustin | 74,218 | 2.38% | \$1,666.67 | \$3,170.44 | \$4,837.10 | \$4,837.10 |
| 32 | Villa Park | 6,259 | 0.20% | \$1,666.67 | \$267.37 | \$1,934.04 | \$1,934.04 |
| 33 | Westminster | 93,027 | 2.98% | \$1,666.67 | \$3,973.92 | \$5,640.59 | \$5,000.00 |
| 34 | Yorba Linda | 68,312 | 2.19% | \$1,666.67 | \$2,918.15 | \$4,584.81 | \$4,584.81 |
| 35 | County of Orange | 122,032 | 3.91% | \$1,666.67 | \$5,212.95 | \$6,879.62 | \$5,000.00 |
| 36 | OCTA | 0 | 0.00% | | | | \$5,000.00 |
| 37 | League of Cities, OCD | 0 | 0.00% | | | | \$5,000.00 |
| 38 | TCA | 0 | 0.00% | | | | \$5,000.00 |
| 39 | OC Sanitation District | 0 | 0.00% | | | | \$5,000.00 |
| 40 | OC Special Districts (ISDOC) | 0 | 0.00% | | | | \$5,000.00 |
| 41 | South Coast AQMD | 0 | 0.00% | | | | \$5,000.00 |
| | TOTAL | \$3,121,251 | 100.00% | \$58,333.33 | | | \$172,799.65 |