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MARCH 28, 2008

TO: BOARD OF DIRECTORS

THROUGH ROGER SNOBLE
[Signature]
CHIEF EXECUTIVE OFFICER

FROM: LONNIE MITCHELL
[Signature]
CHIEF ADMINISTRATIVE SERVICES OFFICER

SUBJECT: BOARD STAFF ASSISTANCE

ISSUE

The Chief Executive Officer will enter into a Memorandum of Understanding (MOU) with the cities of Agoura Hills, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Lancaster, Malibu, Palmdale, San Fernando, Santa Clarita, and Westlake Village, each a Municipal Corporation, collectively referred to as the San Fernando Valley/North County Corridor Cities (SFV/NCC). The MOU is to continue to provide a Transportation Deputy to assist the SFV/NCC's representative to fulfill his/her duties and responsibilities as a member of the Board of Directors. The MOU will allow us to collect a portion of the cost of the Deputy from the SFV/NCC Cities in the amount of \$50,000.

DISCUSSION

In July 2007, the Board of Directors passed a motion regarding staff assistance for the four Board Members appointed by the City Selection Committee. The Board directed that agreements to fund staff, or "transportation deputies" for the four Board Members should be the same.

The current Transportation Deputy, who supports the San Fernando Valley/North County Corridor Representative (Director), is our employee who wishes to continue her employment with us and the Director wishes to retain this person as his Transportation Deputy. In working with the Board Chair's office, we determined that the current Deputy to the Director would be exempt from the requirement that Transportation Deputies be employed by the COG or city in the region that the Director represents. Thus, the Director's Deputy will remain our employee and we will collect a total of \$50,000 per year toward the cost of the Deputy's salary and benefits until such time as the Deputy chooses to terminate her employment with us, or the Director determines that he no longer wishes to retain the services of the Deputy, whichever occurs first. When either or both of these conditions are

met, a new Memorandum of Understanding (MOU) will be established for staff support to the Director wherein the Deputy would no longer be our employee.

We acknowledge the need of the SFV/NCC Representative to have a Deputy. The SFV/NCC Cities will pay \$50,000 annually for a portion of the cost for the Deputy and we will absorb the remaining cost. We will invoice all 12 cities for the amount until such time as the SFV/NCC Cities can arrange to have an employment agreement directly with a Transportation Deputy or services.

The SFV/NCC Cities share of \$50,000 is based on a prior agreement that took effect in 1999. The MOU, which reflects the current staffing arrangement, has been sent out to each of the 12 cities for signature. The term of the MOU will begin on May 1, 2008 and expire on June 30, 2010, unless terminated earlier by mutual written agreement.

NEXT STEPS

When all of the MOUs are returned signed by the respective parties, it will be fully executed. We will then notice our Accounting Department to invoice all of the cities listed above in the SFV/NCC for payment.