

**GATEWAY CITIES COUNCIL OF GOVERNMENTS
JOINT MEETING OF THE BOARD OF DIRECTORS and
EXECUTIVE COMMITTEE**

Wednesday, July 2, 2014

5:30 p. m. Buffet

6:00 p. m. Meeting

Gateway Cities Council of Governments

16401 Paramount Boulevard

Paramount, California

AGENDA

STAFF REPORTS AND OTHER WRITTEN DOCUMENTS ARE AVAILABLE IN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS OFFICES, 16401 PARAMOUNT BOULEVARD, PARAMOUNT, CALIFORNIA. ANY PERSON HAVING QUESTIONS CONCERNING ANY AGENDA ITEM MAY CALL THE COG STAFF AT (562) 663-6850.

FOR YOUR INFORMATION: The Board of Directors will hear from the public on any item on the agenda or an item of interest that is not on the agenda. The Board of Directors cannot take action on any item not scheduled on the agenda. These items may be referred for administrative action or scheduled on a future agenda. Comments are to be limited to three minutes for each speaker, unless extended by the Board of Directors, and each speaker will only have one opportunity to speak on any one topic. You have the opportunity to address the Board of Directors at the following times:

- A. AGENDA ITEM: at this time the Board of Directors considers the agenda item OR during Public Comments, and
- B. NON-AGENDA ITEMS: during Public Comments, comments will be received for a maximum 20-minute period; any additional requests will be heard following the completion of the Board of Directors agenda; and
- C. PUBLIC HEARINGS: at the time for public hearings.

Please keep your comments brief and complete a speaker card for the President.

- I. **CALL TO ORDER**
- II. **ROLL CALL – BY SELF INTRODUCTIONS**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **AMENDMENTS TO THE AGENDA** - This is the time and place to change the order of the agenda, delete or add any agenda item(s).
- V. **PUBLIC COMMENTS** - Three minutes for each speaker.

VI. MATTERS FROM STAFF

VII. CONSENT CALENDAR: All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the Board of Directors.

- A. Approval of Minutes – Minutes of the Board of Directors Meeting of June 4, 2014, are presented for approval.
- B. Approval of Warrant Register - Request for Approval of Warrant Register Dated July 2, 2014
- C. May 2014 Local Agency Investment Fund Statement
- D. Status Report from Lobbyist - Edington, Peel & Associates
- E. Amended Lease Agreement with City of Paramount
- F. Third Amendment to Agreement with Jones & Mayer for Legal Services
- G. Eighth Amendment to Agreement for Consultant Service with the Dardanelle Group
- H. Second Amendment to Agreement with PATH Partners for Implementation of the Gateway Cities Homeless Action Plan
- I. Agreement for Services Between the SELACO WIB and the Gateway Cities Council of Governments

CONSENT CALENDAR ACTION:

A MOTION TO APPROVE THE RECOMMENDATIONS FOR CONSENT CALENDAR ITEMS A THROUGH I.

VIII. REPORTS

15 Min

- A. Gateway Cities Strategic Transportation Plan (STP) – Update Including the Major Elements, Remaining Challenges and Next Steps – Presentation by Yvette Kirrin, Gateway Cities COG Engineer

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

10 Min

- B. Proposed 2014-2015 Gateway Cities Council of Governments Budget

SUGGESTED ACTION: A MOTION TO APPROVE 2014-2015 BUDGET AND ADOPT RESOLUTION 2014-02; AND RECEIVE AND FILE REPORT

IX. REPORTS FROM COMMITTEES

A. Report from the Conservancy Committee – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT,
POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

B. Report from the I-710 EIR/EIS Project Committee – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT,
POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

C. Report from the SR-91/I-605/I-405 Corridor Cities Committee – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE
ACTION AND/OR GIVE DIRECTION TO STAFF

D. Report from the Gateway Cities COG Transportation Committee – Oral
Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT,
POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

E. Report from PATH Partners (COG Homeless Program Implementation
Agency) – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT,
POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

F. California High Speed Rail – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT,
POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

X. REPORTS – COMMITTEES/ AGENCIES – ALL COMMITTEE / AGENCY REPORTS ARE LIMITED TO 3 MINUTES UNLESS ADDITIONAL TIME IS GRANTED BY THE BOARD PRESIDENT

A. Matters from The I-5 Consortium Cities Joint Powers Authority – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

B. Matters from the League of California Cities – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

C. Matters from Southern California Association of Governments (SCAG) – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

D. Matters from the Orangeline Development Authority (OLDA) – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

E. Matters from the South Coast Air Quality Management District (AQMD) – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

F. Matters from the Metro Gateway Cities Service Council – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

XI. MATTERS FROM THE BOARD OF DIRECTORS

XII. MATTERS FROM THE PRESIDENT

XIII. ELECTION OF OFFICERS

A. Election of Officers and Members of the Executive Committee

XIV. ADJOURNMENT

NOTICE: New items will not be considered after 8:00 p.m. unless the Board of Directors votes to extend the time limit. Any items on the agenda that are not completed will be forwarded to the next regular Board of Directors meeting scheduled for Wednesday, August 6, 2014, 6:00 PM.

IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE COG OFFICE AT (562) 663-6850. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE COUNCIL OF GOVERNMENTS TO MAKE REASONABLE ARRANGEMENT TO ENSURE ACCESSIBILITY TO THIS MEETING.

VII. CONSENT CALENDAR
Item A
Approval of Minutes

**MINUTES OF THE JOINT MEETING OF THE
BOARD OF DIRECTORS OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, California
June 4, 2014**

President Lima called the meeting to order at 6:07 p.m.

PRESENT: President Tony Lima, City of Artesia
Second Vice President Brent Tercero, City of Pico Rivera
Immediate Past President Gene Daniels, City of Paramount
Member Ali Saleh, City of Bell
Member Raymond Dunton, City of Bellflower
Member Pedro Aceituno, City of Bell Gardens
Member Bruce Barrows, City of Cerritos
Member Lilia Leon, City of Commerce
Member Aja Brown, City of Compton
Member Jack Guerrero, City of Cudahy
Member Luis Marquez, City of Downey
Member Rosa E. Perez, City of Huntington Park
Member Tim Spohn, City of Industry
Member Brian Bergman, City of La Habra Heights
Member Lawrence Mowles, City of La Mirada
Member Diane DuBois, City of Lakewood
Member Patrick O'Donnell, City of Long Beach
Member Salvador Alatorre, City of Lynwood
Member Marcel Rodarte, City of Norwalk
Member Edward H. J. Wilson, City of Signal Hill
Member Gil Hurtado, City of South Gate
Member William Davis, City of Vernon
Member Julie Moore, Office of Supervisor Don Knabe
Member David Riccitiello, Office of Supervisor Mark Ridley-Thomas
Ex Officio Member Doug Drummond, Port of Long Beach

ABSENT: First Vice President James Johnson, City of Long Beach
Member Ann Marshall, City of Avalon
Member Reynaldo O. Rodriguez, City of Hawaiian Gardens
Member Oscar Magana, City of Maywood
Member Jack Hadjinian, City of Montebello
Member Jay Sarno, City of Santa Fe Springs
Member Owen Newcomer, City of Whittier
Member Angie Castro, Office of Supervisor Gloria Molina

ALSO PRESENT: Norwalk City Manager Mike Egan, Chair, City Managers Steering Committee; Commerce City Administrator Jorge Rifa; Signal Hill City Manager Ken Farfsing; Artesia Public Information Officer Andrew Perry; Downey Director of Public Works Mohammad Mostahkami; Long Beach Senior Project Manager Walt Quesada; South Gate Director of Public Works Art Cervantes; Robert Levy, City of Huntington Park; Metro Transportation Planning Manager Elba Higueros; Metro Transportation Planner Ruby Arellano; Rivers and Mountains Conservancy Project Manager Marybeth Vergara; Kristine Guerrero, Regional Public Affairs Manager, League of California Cities; Yvette Kirrin, Executive Director/Authority Engineer, I-5 Joint Powers Authority and Consultant Engineer, GCCOG; Aythem Al-Saleh, Senior Program Manager, HDR; Darren Henderson, Vice President, Parsons Brinckerhoff; Jeff Fromhertz, Senior Project Manager, Parsons Brinckerhoff; Calvin Yoshitake, Los Angeles Survey Manager, David Evans & Associates; John Hunter, President, John Hunter & Associates; Steve Forster, Vice President, Engineering/Projects, APA Engineering; GCCOG Executive Director Richard Powers; GCCOG Deputy Executive Director Jack Joseph; GCCOG Deputy General Counsel Ivy Tsai; GCCOG Consultant Engineer Kekoa Anderson; GCCOG Director of Regional Planning Nancy Pfeffer; GCCOG Transportation Deputy Karen Heit; GCCOG Assistant to the Transportation Deputy Chelsea Simandle.

Roll was taken through self-introductions.

The Pledge of Allegiance was led by Member O'Donnell.

There were no amendments to the agenda.

The Executive Director introduced Kekoa Anderson and Yvette Kirrin as the recently retained consultant engineers to the COG.

Marybeth Vergara, Project Manager, Rivers and Mountains Conservancy, announced that the Conservancy's joint grant request with the Watershed Conservation Authority had been approved by the Strategic Growth Council for \$500,000 for the creation of a Master Plan. She said that the RMC will be providing \$250,000 in matching funds and participating cities will contribute \$250,000 in in-kind services.

There were no matters from staff.

It was moved by Second Vice President Tercero, seconded by Member Alatorre, to approve the consent calendar. The motion was approved unanimously.

Signal Hill City Manager Ken Farfsing introduced John Hunter, who gave a PowerPoint presentation on the management of the watersheds in the Gateway Cities region. He pointed out that the MS4 Stormwater Permit adopted in 2012 gives cities two options with regard to compliance on the effluent limits established for the various watersheds: 1) cities can comply with the numerical limits now; or 2) develop a Watershed Management Program which phases in the numerical limits. He said cities are responsible for funding

their share of regional monitoring and implementation costs, which include reduction of sediment in runoff, reduction of dry weather water discharges, continuance or enhancement of street sweeping, and inspection of industrial and commercial business sites.

Mr. Hunter said a regional Watershed Management Plan must be submitted to the Regional Water Quality Board by June 30th. He said implementation must begin immediately after the Water Board approves the Plan. Mr. Hunter said costs of implementation will eventually be over one million dollars annually, and that it is estimated that over two billion dollars will be needed for the Gateway Cities.

Darren Henderson, Vice President of Parsons Brinckerhoff, gave a PowerPoint presentation regarding the feasibility study regarding the conversion of HOV (High Occupancy Vehicle) lanes to HOT (High Occupancy Toll) lanes on freeways from I-405 at the Orange County line to Los Angeles International Airport. Mr. Henderson reviewed four conceptual alternatives: Alternative 1, conversion of the single HOV lanes to HOT lanes in each direction on I-405 from the Orange County line to LAX; Alternative 2, addition of a second lane in each direction on I-405 with conversion of the existing HOV lane; Alternative 3, conversion of existing HOV lanes on I-605 to single HOT lanes between I-405 and I-105 and dual HOT lanes on I-105 from I-605 to I-405 without direct connectors at the I-605/I-405 interchange; and Alternative 4, which would add direct connectors at the I-605/I-105 interchange.

Mr. Henderson identified Alternative 3 as the most cost effective, which would allow for a transition to Alternative 4 as funding became available for connectors between I-605 and I-105. He said this is merely a feasibility study, since no funding is currently available for design or construction of a preferred alternative.

It was moved by Member Hurtado, seconded by Second Vice President Tercero, to receive and file reports A and B. The motion was approved unanimously.

Member O'Donnell presented a report from the Conservancy Committee. He said the Long Beach Manager of Government Affairs had sent out a letter encouraging cities to send a letter to their state legislators requesting that any water bond measure include fair funding for the Rivers and Mountains Conservancy area.

Yvette Kirrin presented a report from the I-710 EIR/EIS Project Committee. She said the project team is working to improve the range of alternatives, including elimination of tolls and addition of ingress and egress points to encourage utilization of the freight corridor. She summarized the upcoming meetings and referred the Board to a letter from Caltrans written in response to a letter from the Coalition for Health and Environmental Justice regarding Community Alternative 7.

Yvette Kirrin presented a report from the SR-91/I-605/I-405 Corridor Cities Committee. She reviewed the flow chart of corridor improvement projects.

Member DuBois presented a report from the Transportation Committee. She provided an update on MTA Board of Directors activities, including the first phase of fare adjustments. She reported that two separate contracts had been awarded for SR-91/I-605/I-405 corridor “hot spots” improvements.

Colleen Murphy, PATH Partners, presented a report from the Committee on Homelessness. She said the passage of Proposition 41 will provide more funding for housing of homeless veterans. She said PATH’s goal of housing 665 households by 2017 had already reached 527. She said over 14,000 unduplicated clients had received services, and that there had been a total of over 35,000 engagements since the start of the program.

There was no report on the California High Speed Rail Project.

It was moved by Member Hurtado, seconded by Member Saleh, to receive and file the reports from committees. The motion was approved unanimously.

Yvette Kirrin presented a report from the I-5 Joint Powers Authority. She said the first ribbon cutting was held last Friday for the new Shoemaker Avenue Bridge over I-5. She said the Florence Avenue Bridge will go to one lane in each direction next March for a period of 18 to 24 months. She reported that the Alondra Blvd. Bridge project will be completed later this summer.

Kristine Guerrero presented a report from the League of California Cities. She said the League and the California Contract Cities Association are working on language regarding stormwater treatment in the proposed water bond. She said cities need to get their messages in regarding the bond in the next two weeks. She referred the Board to a letter from the League regarding State budget items.

There was no report from SCAG.

The Transportation Deputy presented a report from the Orangeline Development Authority. She reported that the COG had entered into the agreement with MTA to move the PERR West Santa Ana Branch technical refinement study forward.

There was no report from the South Coast Air Quality Management District. .

There was no report from the Metro Gateway Cities Service Sector Council.

There were no matters from the Board of Directors.

There were no matters from the President.

Adjournment: The meeting was adjourned by consensus at 7:12 p.m.

Respectfully submitted,

Richard Powers, Secretary

VII. CONSENT CALENDAR
ITEM B
Approval of Warrant Register

**VII. CONSENT CALENDAR
ITEM C**

**May 2014 Local Agency Investment Fund
Statement**

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif

June 24, 2014

PMIA Average Monthly Yields

GATEWAY CITIES C

Account Number:

<Transactions< strong="">
[Tran Type Definitions](#)</Transactions<>

May
2014
Statement

Account Summary

Total Deposit:	<input type="text" value="0.00"/>	Beginning Balance:	<input type="text" value="501,258.55"/>
Total Withdrawal:	<input type="text" value="0.00"/>	Ending Balance:	

**VII. CONSENT CALENDAR
ITEM D**

**Status Report from Lobbyist - Edington,
Peel & Associates**

Monthly Report by Jim Dykstra to Gateway Cities COG
June 20, 2014

I and the firm Edington, Peel & Associates continue to provide a range of services in support of the Gateway Cities Council of Governments. These include participation in a number of meetings, telephonic, email and fax exchanges and other communications.

I continue to closely coordinate with Gateway Cities COG staff regarding efforts on behalf of the Gateway Cities COG's priorities and interests in the second session of the 113th Congress. I have had telephonic and electronic exchanges regarding possible funding opportunities and legislation of interest. I also work with the staff of the I-5 Joint Powers Authority on the I-5 widening initiative, the COG's number one priority.

I provided information for Member and committee offices regarding matters of particular interest to Gateway Cities COG preparatory to mark up of the surface transportation reauthorization bill. Sen. Barbara Boxer, chair of the Senate Environment and Public Works Committee, has marked up the Senate version of the bill, information about which I have provided Gateway Cities. The House Transportation and Infrastructure Committee is expected to take action on its version of the bill in the near future.

I am tracking the Fiscal Year 2015 transportation appropriations process. The House Appropriations Committee approved its version of the Transportation, Housing and Urban Development Appropriations bill on May 21 by a vote of 28-21, sending it to the House floor for consideration, where it was passed on June 10 by a vote of 229-192. The Senate Appropriations Committee approved its version of the bill on June 5. The THUD appropriations measure was to have been considered as part of a package with the Agriculture and Science/Justice Commerce appropriations bills, but was pulled from the Senate calendar yesterday because of the majority leadership's concern over possible amendments to the package.

I continue to track MAP-21, which provides continued transportation funding authorization for 27 months, through October 1, 2014, with a funding level of \$105 billion. It is expected that action on a final bill will not be completed prior to that date and that an extension into early 2015 will be needed. This is consistent with recent history on transportation reauthorization measures. I have also provided information on the Water Resources Reform and Development Act. House and Senate conferees agreed on a final bill, resolving differences between the two houses' measure. It was passed overwhelmingly by the House and Senate and sent to the President, who signed it into law on June 10.

I have been in contact with the Gateway Cities COG regarding the US Department of Commerce announcement that the Advanced Manufacturing Partnership for Southern California (AMP So Cal), in which Gateway Cities COG is a partner, is one of the first 12 Manufacturing Communities designated as part of the Investing in Manufacturing Communities Partnership (IMCP). I followed up with information to the offices of Members of Congress representing Gateway Cities to be sure they are aware of Gateway Cities

COG's participation and to request meetings with Members and their district staff to discuss the initiative and how efforts can be undertaken to help the cities in the region receive their fair share of funds for their economic revitalization effort.

I have kept the Gateway Cities COG updated regarding membership, leadership and staff changes, as well as committee priorities in the 113th Congress, in the House Transportation and Infrastructure Committee and the Senate Environment and Public Works and Commerce Committees, and regarding changes in leadership of the US Department of Transportation.

I participate on behalf of the Gateway Cities COG in conference calls and email exchanges with staff of the Coalition for America's Gateways and Trade Corridors (CAGTC) and provide Gateway Cities with information on CAGTC activities in Washington, DC. On May 19 and 20, I participated on behalf of Gateway Cities in the CAGTC fly in, including several meetings, one of which was with Rep. Alan Lowenthal and his transportation staffer, Mavonne Garrity.

I have continued discussions and email exchanges with staff of Members of Congress representing Gateway Cities COG members, as well as other key congressional staff, regarding the COG's legislative priorities. In this regard, I shared with Gateway Cities COG leadership a communication from the transportation staffer for Rep. Linda Sanchez regarding the THUD appropriations bill and Rep. Sanchez's statement in the Congressional Record during debate on the bill regarding the funding level for TIGER Grants and expressing her concern over restrictions placed on use of grant funds.

As part of my responsibilities, I closely monitor legislation, as well as seminars, hearings, meetings and publications of key interest to legislators and senior executive branch officials for articles and information of possible interest and importance to member cities of the Gateway Cities COG. I attend Senate and House committee hearings, follow Senate and House floor proceedings, and track legislative initiatives pertinent to Gateway Cities COG interests and priorities.

**VII. CONSENT CALENDAR
ITEM E**

**Amended Lease Agreement with
City of Paramount**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Amended Lease Agreement with City of Paramount

Background

The lease agreement with the City of Paramount for the COG offices in the City's Clearwater Building is due for renewal. In Fiscal Year 2013-14 the COG's monthly rent paid to the City was \$3,006 per month. The City has proposed leasing to the COG additional office space which was vacated by Senator Alan Lowenthal after his election to Congress. The additional space includes two small offices which would be made available for use by the COG's consultant engineers and a conference room, which would allow the COG more flexibility in terms of scheduling the numerous meetings that occur at the COG offices. In addition, the COG assumes some additional costs for common areas that were previously shared with Senator Lowenthal's office. Assumption of these additional facilities, along with an annual cost of living adjustment provided for in the existing lease, would bring the COG's monthly rent to \$4,083. Funds for this revised lease amount are provided for in the proposed Fiscal Year 2014-15 Budget.

Recommended Action

Approve the amended lease agreement with the City of Paramount.

**VII. CONSENT CALENDAR
ITEM F**

**Third Amendment to Agreement with
Jones & Mayer for Legal Services**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Third Amendment to Agreement with Jones & Mayer for Legal Services

Background

Since March 2005, Jones & Mayer has provided legal services to the Gateway Cities Council of Governments, with Richard D. Jones assigned as the COG's General Counsel. In June 2008, the Board amended the original three year agreement to June 30, 2011. An amendment to the agreement extending the term for another three years is attached. As was the case with the original agreement, the Board reserves the right to terminate the agreement at will.

Recommended Action

Approve the attached third amendment to the agreement with Jones & Mayer for legal services.

**THIRD AMENDMENT TO AGREEMENT BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND JONES & MAYER**

The **AGREEMENT** entered into as of March 2, 2005, amended as of July 1, 2008 and July 1, 2011, by and between GATEWAY CITIES COUNCIL OF GOVERNMENTS and JONES & MAYER is hereby amended as follows:

TERM

This Agreement shall terminate no later than June 30, 2017, unless extended by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT to the AGREEMENT as of July 1, 2014.

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

BY: _____
Tony Lima
President

ATTEST:

Richard R. Powers, Secretary

JONES & MAYER

BY: _____
Richard D. Jones, Esq.

**VII. CONSENT CALENDAR
ITEM G**

**Eighth Amendment to Agreement for
Consultant Service with the Dardanelle
Group**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Eighth Amendment to Agreement for Consultant Service with the Dardanelle Group

Background

The Gateway Cities Council of Governments has contracted with the Dardanelle Group since 2001 for assistance with Phase I and Phase II of the Truck Impacted Intersection Project. The attached agreement extends the term of the agreement until June 30, 2015, which is the anticipated completion date for all Phase II projects as approved recently by the MTA, the funding agency for Phase II. Services provided under this contract are reimbursed through the grant proceeds that fund the Truck Impacted Intersection projects.

Recommended Action

It is recommended that the Board of Directors approve the attached eighth amendment to the agreement with the Dardanelle Group for services related to the Truck Impacted Intersection Project.

**EIGHTH AMENDMENT TO AGREEMENT BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS AND
THE DARDANELLE GROUP**

The **AGREEMENT** entered into as of November 15, 2001 by and between THE DARDANELLE GROUP, Inc. (**CONSULTANT**) and the Gateway Cities Council of Governments (**COG**) is hereby amended as follows:

TERM

This Agreement shall terminate no later than June 30, 2015, unless extended by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this SEVENTH AMENDMENT to the AGREEMENT as of July 1, 2014.

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

BY: _____
Tony Lima
President

ATTEST:

Richard R. Powers, Secretary

THE DARDANELLE GROUP, INC.

BY: _____
Kathleen Jackson, President

**VII. CONSENT CALENDAR
ITEM H**

**Second Amendment to Agreement with
PATH Partners for Implementation of the
Gateway Cities Homeless Action Plan**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Second Amendment to Agreement with PATH Partners for Implementation of the Gateway Cities Homeless Action Plan

Background

At the meeting of June 27, 2012, the Board of Directors authorized the award of a contract to PATH Partners to serve as the Implementation Agency for the Gateway Cities Homeless Action Plan. Key elements of the Plan are to identify homeless “hot spots” and encampments, facilitate rapid re-housing for families, and develop permanent housing opportunities with needed supportive services.

The COG’s three-year agreement with the County of Los Angeles provides annual funding of \$1,160,000 to implement this project and wholly funds the contract with PATH Partners. The attached amendment extends the term of the Agreement with PATH Partners to November 30, 2014, to coincide with the current termination date of the COG’s agreement with the County. It is anticipated that COG and County staff will soon be meeting to work on the extension of that agreement. Upon completion of that process, the COG would be able to further extend its agreement with PATH Partners.

Recommended Action

Approve the attached amendment to the Agreement with PATH Partners to serve as the Implementation Agency for the Gateway Cities Homeless Action Plan.

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
PATH PARTNERS FOR IMPLEMENTATION OF
THE GATEWAY CITIES HOMELESS ACTION PLAN**

THIS AGREEMENT FOR CONSULTING SERVICES entered into as of August 1, 2012, by and between the Gateway Cities Council of Governments, a joint powers authority organized and existing pursuant to the laws of the State of California ("Agency") and PATH Partners ("Consultant"), is amended as follows:

WITNESSETH:

Section 1. Term of Agreement. The term of the Agreement dated August 1, 2012, is extended to November 30, 2014.

Section 2. Compensation and Method of Payment. The budget for the services of Consultant under this amendment increases the total project budget by \$1,100,000 in accordance with the Project Budget for Fiscal Year 2014-2015, for a maximum total compensation of \$3,300,000 through November 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed as of July 1, 2014.

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

Tony Lima
President

ATTEST:

RICHARD R. POWERS
Secretary

APPROVED AS TO FORM:

RICHARD D. JONES
Legal Counsel

PATH Partners

Joel John Roberts
Chief Executive Officer

**VII. CONSENT CALENDAR
ITEM I**

**Agreement for Services Between the
SELACO WIB and the
Gateway Cities Council of Governments**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Agreement for Services between the SELACO WIB and the Gateway Cities Council of Governments

Summary

The COG would like to express its gratitude to the City of Norwalk, which for the past twelve years has made it possible for the COG to retain the services of Deputy Executive Director Jack Joseph, a City employee with salary and benefits. The proposed Fiscal Year 2014-15 COG Budget provides for the transition of the Deputy Executive Director from an employee of the City of Norwalk to a direct employee of the COG. This will result in a cost savings to the COG, since the COG does not provide the retirement, medical, and other fringe benefits that are currently reimbursed to the City of Norwalk by the COG. This change, combined with the elimination of a part-time position created to assist the Transportation Deputy during the year in which MTA Director Diane DuBois served as Chair of the MTA Board of Directors, and the change in classification for the COG's clerical position, will result in a total of over \$80,000 in labor cost savings.

Through his position with the City of Norwalk, Mr. Joseph has also provided administrative support to the SELACO Workforce Investment Board. The SELACO WIB is desirous of continuing to receive these services from Mr. Joseph and has proposed the attached agreement under which the WIB would reimburse the COG for any time spent by Mr. Joseph on WIB activities. The seven member cities of the SELACO WIB are also members of the Gateway Cities Council of Governments.

Recommended Action

Approve the attached agreement between the Gateway Cities Council of Governments and the SELACO Workforce Investment Board under which the SELACO WIB will reimburse the COG for services provided by the COG's Deputy Executive Director.

AGREEMENT BETWEEN
SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT
CORPORATION AND
GATEWAY CITIES COUNCIL OF GOVERNMENTS
FOR SERVICES OF POLICY DIRECTOR

THIS AGREEMENT (“Agreement”) is entered into by and between the GATEWAY CITIES COUNCIL OF GOVERNMENTS, a California joint powers authority, (“GCCOG”) and WORKFORCE DEVELOPMENT CORPORATION OF SOUTHEAST LOS ANGELES COUNTY, INC. (“WIB”) (collectively referred to herein as “parties”).

RECITALS

A. The Policy Board of the Southeast Los Angeles County Local Area (“Policy Board”), is a joint powers authority as defined in that certain Second Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood and Norwalk, dated for reference December 8, 1999 (“JPA”). The Policy Board is also the “Chief Elected Official” for the State-designated “Local Workforce Investment Area” comprised of those cities, as such quoted terms are defined by the federal Workforce Investment Act of 1998, 29 USC § 2801 *et seq.* or any successor to that legislation (“WIA”), and is responsible for exercising the authority and performing the functions of the WIA Chief Elected Official.

B. The WIB is the entity designated to administer the JPA, under the direction of the Policy Board. It is also the “Local Workforce Investment Board” (as defined by WIA) for the Local Area, and exercises the authority and performs the functions of such a Local Board as well as its general corporate authority and functions, under the direction of its Board of Directors.

C. The Policy Board and the WIB have further defined and described their relationship pursuant to an “Amended And Restated Agreement Between the Elected Official Policy Board of the Southeast Los Angeles County Local Area and the Workforce Development Corporation of Southeast Los Angeles County, Inc.,” dated as of July 1, 2001 (the “Joint Agreement”).

D. The Joint Agreement anticipates that the WIB will engage a person (the “Policy Director”) to perform certain policy functions for the Policy Board and the WIB, and that the Policy Director will be an employee or contractor of one of the member cities or another entity.

E. Since 2002, the WIB has contracted with the City of Norwalk for the services of City employee, Jack Joseph, to serve as Policy Director. Mr. Joseph will retire from the City of Norwalk on June 30, 2014. The WIB desires to continue to receive services from Mr. Joseph as Policy Director and Mr. Joseph is willing to continue to provide these services.

F. Mr. Joseph also serves as Deputy Executive Director of the Gateway Cities Council of Governments ("GCCOG"), many of whose member cities are also member cities of the Policy Board. Upon his retirement from the City of Norwalk, Mr. Joseph will be employed by the GCCOG. The GCCOG is willing to permit Mr. Joseph to continue to serve as the Policy Director, provided that the WIB agrees to reimburse and indemnify the GCCOG for a portion of the costs associated with that employee, as outlined by the provisions of this Agreement.

G. GCCOG is not a member agency in the Public Employees Retirement System, and therefore, none of the restrictions regarding employment of PERS annuitants pursuant to the Public Employees Pension Reform Act are applicable to Mr. Joseph in his employment relationship with GCCOG or under this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. GCCOG Responsibility. The GCCOG will provide the part-time services of Jack Joseph ("the Employee") to perform such services for the WIB as specified in this Agreement.
2. WIB Responsibility. The WIB shall reimburse the GCCOG for a portion of the costs associated with the Employee, in accordance with Section 5 of this Agreement.
3. Duties of Employee. The services provided by the Employee in assisting the WIB are set forth in Exhibit A, which is incorporated herein by this reference.
4. Supervision of Employee. The supervision of the Employee shall be the responsibility of the GCCOG, including Employee's performance evaluations, discipline and termination. GCCOG shall consider the comments of the Joint Personnel Committee of the WIB in its annual evaluation of the Employee.
5. Compensation and Method of Payment.
 - A. Upon performance of this Agreement, the WIB agrees to reimburse the GCCOG an amount equal to the GCCOG's actual cost of the Employee's time spent for services performed as Policy Director, but not to exceed 20% of the salary paid to Employee by GCCOG. The parties agree this compensation constitutes full and complete reimbursement under this Agreement.
 - B. The GCCOG will invoice the WIB monthly for costs incurred during the preceding month, itemizing the tasks performed and time spent by Employee. The invoice will be submitted in a form acceptable to the WIB. Except for any charges or expenses incurred by GCCOG that are disputed by the WIB, the WIB will use its best efforts to pay the GCCOG within thirty (30) days of the WIB's receipt of the GCCOG's invoice.

C. WIB shall have no liability to the Employee and GCCOG agrees to be solely responsible for all wages, benefits and other consideration to the Employee for all payroll and other taxes associated with those wages, benefits, and other considerations. WIB's sole obligation in that regard shall be to make payment to GCCOG as provided in this Section 5.

6. Term of Agreement. The term of this Agreement shall continue unless and until terminated by either party pursuant to the terms of this Agreement.

7. Termination of Agreement. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days' written notice of termination.

8. Effective Date. This Agreement shall become effective on the date that it has been signed by duly authorized representatives of the GCCOG and the WIB.

9. Indemnity.

A. To the full extent permitted by law, GCCOG shall indemnify, hold harmless and defend WIB, and its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of GCCOG or any of its officers, employees, servants, agents, or subcontractors with respect to this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of WIB's choice.

B. To the full extent permitted by law, WIB shall indemnify, hold harmless and defend GCCOG, and its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of WIB or any of its officers, employees, servants, agents, or subcontractors with respect to this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of GCCOG's choice.

10. Miscellaneous.

A. Construction. The language of this Agreement shall not be construed for or against either party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

B. Severability. If any term, provision, covenant or condition of this Agreement is held by any court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant, or condition that is so

invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

D. Waiver. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

E. Authorizations. All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.

F. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective, lawful successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third party or any party to this Agreement otherwise established by law or contract. No provision of this Agreement shall give any third persons any right of subrogation or action over or against any party to this Agreement.

G. Amendment. This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement.

H. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties as to the matters specifically set forth herein, and there have been no promises, representations, agreements, warranties or undertakings by any party hereto, either oral or written, of any character or nature binding as to such matters except as stated in this Agreement.

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

If to WIB:

Executive Director
SELACO WIB
10900 East 183rd Street, Suite 350
Cerritos, CA 90703
Facsimile: (562) 860-4701

If to GCCOG:

GCCOG President
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Facsimile: (562) 634-8216.

AGREED AND EXECUTED by:

GATEWAY CITIES COG WORKFORCE DEVELOPMENT CORPORATION OF
SOUTHEAST LOS ANGELES COUNTY,
INC.

By _____
Tony Lima, Board President

Date: _____

By: _____
Ben Espitia, Chairman

Date: _____

By: _____
Aaron Drake, Secretary

Date: _____

Attest:

By _____
Richard Powers, Secretary

Date: _____

Exhibit A
Job Description of Policy Director

- Provides staff support to the Policy Board, including preparation and maintenance of staff reports, minutes, and agendas.
- Makes policy recommendations to the Policy Board and to the WIB with respect to the delivery of a workforce development program in the 7 SELACO cities.
- Represents the Policy Board at meetings of the WIB.
- Regularly meets with the WIB Executive Director and coordinates service requests and recommendations from the 7 SELACO cities and the Policy Board to the Executive Director.
- Performs other duties as may be assigned by the WIB, the Policy Board or the City Managers Steering Committee.

VIII. REPORTS

ITEM A

Gateway Cities Strategic Transportation Plan (STP) – Update Including the Major Elements, Remaining Challenges and Next Steps

TO: Board of Directors

FROM: Richard Powers, Executive Director

BY: Yvette Kirrin, Gateway Cities COG Engineer

SUBJECT: Gateway Cities Strategic Transportation Plan (STP) – Update Including the Major Elements, Remaining Challenges and Next Steps

Background

The Gateway Cities Strategic Transportation Plan (STP) is being developed to create a unified, sub-regional multimodal transportation improvement strategy that can be used to obtain funding for the GCCOG Cities. Elements of the multimodal plan include highways, arterials, transit, park & ride, active transportation and goods movement, including transportation technologies, truck enforcement and logistics.

The STP effort began over a year ago, and is a large-scale effort including a robust traffic model to measure the benefits and impacts of all the scenarios being developed. The consultant Team began with a fact finding effort to obtain City plans with respect to each multimodal element, if they existed, or could be provided. The Team had to make assumptions in certain areas such as signal timing plans, so that the sub-region could be modeled when information wasn't available. The geometrics of the intersections were incorporated as well as the number of lanes, and if active transportation elements.

Status of the STP Technical Work

Over the past month, a significant effort has been deployed to coordinate with the Cities regarding the various multimodal elements, to provide status on the plan with respect to their City and to listen to the Cities on-going regional transportation concerns to be sure that they are incorporated into the STP. Meetings have been conducted between the GCCOG and the Cities of Huntington Park, Bell, Bell Gardens, Cudahy, Downey, Vernon, Norwalk, Santa Fe Springs, South Gate, Bellflower, Paramount, Maywood, Hawaiian Gardens, and Whittier. Invitations are open to all the Cities in the GCCOG to meet and discuss the project, as well as possible current funding opportunities with either of the Measure R programs (i.e. 91/605/405 and 710 EAP).

There has been opportunity to work with MTA, the Consultant and the Cities, to assess the status of the STP, each of the major elements, the remaining challenges, and to create a roadmap to complete the STP and ultimately work with the Board to obtain approval.

From a status perspective, while significant technical work has been completed, it needs to be quantified in an easy to understand graphic, and communicated to the Cities. One of the next steps includes creating a collection of City maps that shows each of the STP

elements, included within each City, to 1) make certain it contains all the projects and 2) to utilize as a tool for gaining City leadership support. .

Remaining Challenges to Complete the STP

Remaining challenges include sub-regional coordination, including adjacent Cities that each have major arterials traversing them, or major Active Transportation element proposals that traverse the Cities. Additionally, the goal of the transit element is to complete missing connection links so that the system can be part of the greater transportation network.

Next Steps

A roadmap has been developed, including next steps, to get the STP to completion. The seven (7) steps are outlined in the enclosed PowerPoint presentation.

The goal of the STP to stitch, or connect, all the multimodal transportation elements together, into one (1) sub-regional plan to help the Cities obtain additional funding to fully design and construct regionally significant transportation projects over the next 30-50 years.

Recommended Action

Receive and File

Gateway Cities Area



The purpose of the Gateway Cities Strategic Transportation Plan is to develop a unified, subregional multimodal transportation improvement strategy that can be used to obtain funding for the GCCOG Cities.

- Artesia
- Avalon
- Bell
- Bellflower
- Bell Gardens
- Cerritos
- Commerce
- Compton
- Cudahy
- Downey
- Hawaiian Gardens
- Huntington Park
- La Habra Heights
- La Mirada
- Lakewood
- Long Beach
- Lynwood
- Maywood
- Montebello
- Norwalk
- Paramount
- Pico Rivera
- Santa Fe Springs
- Signal Hill
- South Gate
- Vernon
- Whittier
- Unincorporated LA County

Analysis of all transportation modes

Arterial Highways

Freeways

Local and Regional Transit

Park & Ride Lots

Active Transportation

Goods Movement & Logistics

Transportation Technologies (ITS)

Truck Enforcement

What's the Status?

Arterial Highways - Intersection Analysis, Master Plan of Arterial Highways and Smart Corridors - 80% Complete

Freeways – 100% Complete

Local and Regional Transit - Integration of Buses and Trains, 1st Last Mile – 80% Complete

Park & Ride Lots – 90% Complete

Active Transportation – Bike & Pedestrian Trails and Complete Streets – 80% Complete

Goods Movement & Logistics/ITS/Truck Enforcement – Strategies/Integration – 90% Complete



Arterial Highways - Challenges - Determining if Preliminary Designs are Feasible and include Active Trans. Element

Freeways - Challenges – Technically Sound/Complete

Local and Regional Transit - Challenges – Coordination with Locals/GCCOG Cities regarding Complete Input

Park & Ride Lots – Challenges – Translating Needed spaces to an actual acceptable/feasible Concept

Active Transportation – Challenges - Coordination with Locals/GCCOG Cities regarding Complete Input

Goods Movement & Logistics/ITS/Truck Enforcement – Challenges – Consensus on Any implementation Strategy



Strategic Transportation Plan

NEXT STEPS:

- 1. City Briefings & Review of Technical Work Completed to Date**
- 2. Present City Specific STP Maps**
- 3. Conduct STP Workshop – Summarize Elements/Work Completed and Q&A**
- 4. Coordinate regarding City-to-City Connections/Connectivity – Transit, ATP, Arterials**
- 5. Finalize STP Maps**
- 6. Brief GCCOG Board Member or Present to City Council(s) for Approval**
- 7. Present at GCCOG Board for Approval of the STP**



**VIII. REPORTS
ITEM B**

**Proposed 2014-2015 Gateway Cities
Council of Governments Budget**

(Budget enclosed)

RESOLUTION NO. 2014 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GATEWAY CITIES COUNCIL OF GOVERNMENTS APPROVING AND ADOPTING THE 2014-2015 ANNUAL BUDGET OF THE GATEWAY CITIES COUNCIL OF GOVERNMENTS.

THE BOARD OF DIRECTORS OF THE GATEWAY CITIES COUNCIL OF GOVERNMENTS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board of Directors of the Gateway cities Council of Governments (the "Board") does hereby find, determine, and declare as follows:

- a. Pursuant to the Bylaws of the Gateway Cities Council of Governments, the Board is required to adopt a budget annually.
- b. A Proposed Budget has been prepared and presented to the Board.
- c. The Board has publicly examined the 2014-2015 Proposed Budget.

SECTION 2. The 2014-2015 Annual Budget is hereby approved and adopted, as presented in the Proposed Budget, attached hereto as Exhibit "A".

SECTION 3. The Executive Director is hereby authorized to transfer funds between accounts so long as total appropriations are not exceeded.

SECTION 4. This Resolution shall be effective as of July 1, 2014.

SECTION 5. The President is hereby authorized to affix his signature to this Resolution signifying its adoption, and the Secretary, is directed to attest thereto.

SECTION 6. The Secretary to the Board shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of July 2014.

Tony Lima, President

ATTEST:

Richard Powers
Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss