

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

Wednesday, May 7, 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 April 2, 2014, are presented for approval.
- B. Approval of Warrant Register - Request for Approval of Warrant Register Dated May 7, 2014
- C. March 2014 Local Agency Investment Fund Statement
- D. Status Report from Lobbyist - Edington, Peel & Associates
- E. Funding Agreement with the Los Angeles County Metropolitan Transportation Authority for Third Party Administration of a Technical Refinement Study for the Pacific Electric Right-of-Way/West Santa Ana Branch Corridor Alternatives Analysis
- F. Agreements for Engineering Services with Southstar Engineering & Consulting and KOA Consulting

CONSENT CALENDAR ACTION:

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

VIII. REPORTS

15 Min

- A. Draft 2014 Short Range Transportation Plan (SRTP) – Presentation by Stacy Alameida, Transportation Planning Manager, MTA

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

15 Min

- B. Proposed Water Bond Legislation Providing Funding for the Rivers & Mountains Conservancy – Presentation by Mark Stanley, Executive Officer, San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy

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

15 Min

- C. California Communities Environmental Health Screening Tool (CalEnviroScreen) Version 2.0 - Oral Report by Staff of Office of Environmental Health Hazard Assessment

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

- 15 Min D. Approve Nomination to Fill Vacancy on Metro Gateway Cities Service Council
1. Statement from Candidate
 2. Approve Nomination

SUGGESTED ACTION: CONDUCT ELECTION; RECEIVE AND FILE REPORT, OR GIVE DIRECTION TO STAFF

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 Transportation Committee – Oral Report
1. Nomination of Community Member to the Metro Gateway Cities Service Council

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

- G. Gateway Cities Strategic Transportation Plan Update

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. 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, June 4, 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
April 2, 2014**

President Lima called the meeting to order at 6:01 p.m.

PRESENT: President Tony Lima, City of Artesia
First Vice President James Johnson, City of Long Beach
Immediate Past President Gene Daniels, City of Paramount
Member Michael Ponce, City of Avalon
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 Joe Aguilar, City of Commerce
Member Aja Brown, City of Compton
Member Jack Guerrero, City of Cudahy
Member Luis Marquez, City of Downey
Member Reynaldo O. Rodriguez, City of Hawaiian Gardens
Member Rosa E. Perez, City of Huntington Park
Member Tim Spohn, City of Industry
Member Brian Bergman, City of La Habra Heights
Member Andrew Sarega, City of La Mirada
Member Patrick O'Donnell, City of Long Beach
Member Salvador Alatorre, City of Lynwood
Member Marcel Rodarte, City of Norwalk
Member Jay Sarno, City of Santa Fe Springs
Member Edward H. J. Wilson, City of Signal Hill
Member Gil Hurtado, City of South Gate
Member William Davis, City of Vernon
Member Owen Newcomer, City of Whittier
Member David Riccitiello, Office of Supervisor Mark Ridley-Thomas

ABSENT: Second Vice President Brent Tercero, City of Pico Rivera
Member Diane DuBois, City of Lakewood
Member Oscar Magana, City of Maywood
Member Jack Hadjinian, City of Montebello
Member Angie Castro, Office of Supervisor Gloria Molina
Member Rick Velasquez, Office of Supervisor Don Knabe
Ex Officio Member Doug Drummond, Port of Long Beach

ALSO PRESENT: Commerce City Administrator Jorge Rifa; Santa Fe Springs City Manager Thaddeus McCormack; Whittier City Manager Jeff Collier; Artesia Public Information Officer Andrew Perry; Downey Director of Public Works/City Engineer Mohammad Mostahkami; La Mirada Director of Public Works Mark Stowell; Lakewood Director of Community Development Sonia Southwell; Brian Mineghino, Chief of Staff, Long Beach Councilmember Patrick O'Donnell; Long Beach Manager of Government Affairs Diana Tang; Pico Rivera Associate Engineer Gladis Deras; SCAQMD Senior Public Information Specialist Danielle Soto; Metro Community Relations Manager David Hershensen; Metro Project Manager Rufina Juarez; Kristine Guerrero, Public Affairs, League of California Cities; I-5 JPA Executive Director/Authority Engineer Yvette Kirrin; Caltrans Deputy District Director Gregg Magaziner; SCAG Public Affairs Officer Matt Horton; Conservation Corps of Long Beach Director of Education Rick Stroup; Colleen Murphy, Director, PATH Partners; Melissa De La Pena, Project Manager, CH2M Hill; Aythem Al-Saleh, Senior Program Manager, HDR; Jessica Meaney, Southern California Policy Director, Safe Routes to School National Partnership; Frank Osgood, Author, Region Aroused; GCCOG Executive Director Richard Powers; GCCOG Deputy Executive Director Jack Joseph; GCCOG Deputy General Counsel Ivy Tsai; GCCOG Engineer Jerry Wood; 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 Sarega.

There were no amendments to the agenda.

There were no public comments.

There were no matters from staff.

It was moved by Member Dunton, seconded by Member Hurtado, to approve the consent calendar. The motion was approved unanimously.

Rufina Juarez, MTA Transportation Project Manager, gave a PowerPoint presentation regarding Metro's Transit Oriented Development Planning Grant Program. She said the program was introduced in 2011 to support local governments' efforts to develop and adopt land use regulations that promote sustainable, transit oriented development. She said eligible applicants are those agencies which have jurisdiction within one-half mile of a Metrolink station or one-quarter mile of a light rail or bus transitway station. She reported that the Metro Board had approved a fourth round of funding totaling \$5 million with no match requirement. She said an application workshop would be held on May 14th and that applications would be due in mid-July.

Gregg Magaziner, Caltrans District 7 Deputy Director for Program and Project Management, presented an overview of the State Highway Operation and Protection Program (SHOPP). He distributed materials describing projects planned by Caltrans in the Gateway Cities region over the next ten years.

Immediate Past President Daniels asked whether Artesia Blvd. is part of the State highway system. He described the poor conditions of the street in the vicinity of Santa Fe Avenue. Member Brown described poor conditions on Long Beach Blvd. and Wilmington Ave. Member Barrows commented that maintenance on District 7 freeways is poor in comparison to other Caltrans districts.

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

It was moved by Member Dunton, seconded by Member Perez, to continue items C and D to a future meeting since they were not acted on by the Transportation Committee. The motion was approved unanimously.

Jessica Meaney of the Los Angeles County Bicycle Coalition spoke regarding the Safe Routes to School National Partnership. She submitted a comment letter regarding the Active Transportation element of the Gateway Cities Strategic Transportation Plan. She said she encouraged the Gateway Cities COG to develop the Plan which would put active transportation projects in position for funding.

Member O'Donnell presented a report from the Conservancy Committee. He said Frank Colonna had been re-elected as Conservancy Chair. He referred the Board to the report in the agenda packet which gave updates on various park projects.

Jerry Wood presented a report from the I-710 EIR/EIS Project Committee. He said the aesthetic theme for the I-710 corridor is being adopted. He reported that the RFP for the design of the sound walls should be released in a few weeks, and the RFP for the design of the Shoemaker Bridge in Long Beach would be released in a few months. He said the Project Committee would meet at the end of May to finalize a set of alternatives.

Jerry Wood presented a report from the SR-91/I-605/I-405 Corridor Cities Committee. He said the Corridor Cities Committee had voted to move forward with improvements to 33 arterial intersections as well as with the I-5/I-605 and SR-91/I-605 interchange studies. He said the Committee had approved \$8.5 million in funding for the cities of Pico Rivera and Downey to move forward on improving several intersections on Rosemead Blvd. He said there had been good coordination with OCTA regarding the I-405/I-605 interchange at the county line.

The Transportation Deputy presented a report from the Transportation Committee. She reported that MTA Board Chair Diane DuBois was in Japan to meet with the representatives of the company that had proposed building the new trains for the Metro Blue Line. She said the Transportation Committee had enough questions regarding two

elements of the Strategic Transportation Plan that the decision had been made that more time was needed to study them. She reported that MTA had received an \$800 million TIFIA loan for the Purple Line. She said it is expected that a fare increase would be adopted at the May 22 meeting of the MTA Board of Directors.

Colleen Murphy, Director for PATH Partners, presented a report from the Committee on Homelessness. She reported that United Way would be funding every homeless service provider area in Los Angeles County and that the Gateway Connections project is well poised to apply for the funds for our area. She said PATH is working on the proposal to receive as much as \$800,000 for housing individuals. She reported that they now had seven Section 8 vouchers to house highly acute individuals.

It was moved by Member Hurtado, seconded by Member Rodarte, to receive and file committee reports A through E. The motion was approved unanimously.

Santa Fe Springs City Manager Thaddeus McCormack presented a report on the California High Speed Rail Project. He said the public works directors have been working on guiding principles to outline their issues for the California High Speed Rail Authority. He said a meeting would be held on the 22nd of the month.

Jerry Wood presented an update on the Strategic Transportation Plan. He said the project is on track to be completed in July or August. He said he had been to Sacramento to seek funding out of the Cap and Trade program for the STP projects. He said the master plan for arterial highways would be worked on over the next two months.

Yvette Kirrin presented a report from the I-5 Joint Powers Authority. She said the most urgent issue is the award of the I-5/Florence Avenue interchange project. She said there would be a meeting tomorrow night at Santa Fe Springs High School regarding this interchange project and its staging, including the bridge.

It was moved by Member Davis, seconded by Member Hurtado, to receive and file the reports on High Speed Rail, the Strategic Transportation Plan, and the I-5 JPA. The motion was approved unanimously.

Kristine Guerrero presented a report from the League of California Cities. She said there would be no Division meeting tomorrow. She reported the Division's opposition to HR 29 which opposes outsourcing of services by cities. She encouraged Board members to talk to their Assembly representatives and ask that they oppose this measure.

Matt Horton presented a report from SCAG. He said the annual General Assembly would be held next month and that all cities are invited.

The Transportation Deputy presented a report from the Orangeline Development Authority. She said the Eco Rapid Transit cities are working on design standards for the corridor and that technical analysis would begin as soon as the funding agreements are in place.

SCAQMD Senior Public Information Specialist Danielle Soto presented a report from the Air District. She said the Clean Transportation Expo would be held in Long Beach next month and recommended that cities send their public works directors or fleet managers.

David Hershenson presented a report from the Metro Gateway Cities Service Council. He said Metro would be working on outreach efforts regarding the Metro Gold Line Phase II project. He said public hearings are expected to begin in the summer.

It was moved by Member Hurtado, seconded by Member Aceituno, to receive and file agency reports B through F. The motion was approved unanimously.

Conservation Corps of Long Beach Director of Education Rick Stroup presented a report from that agency. He presented an update on the Corps' charter school. He said they are currently affiliated with John Muir Charter School and have over 100 young adults coming to school every day. All of them are high school drop outs for various reasons. He said they are seeing more females, including mothers, coming back to get their high school diplomas. He said they are looking to grow to 250 students and to have their own charter school, which they will name the Gateway Cities Charter School. Mr. Stroup also reported that the Corps will be receiving funding to do projects to address the drought.

It was moved by Member Hurtado, seconded by Member Aceituno, to receive and file the report from the Long Beach Conservation Corps. The motion was approved unanimously.

There were no matters from the Board of Directors.

President Lima reported that he had presented a proclamation to the City of Lakewood at its recent 60th anniversary celebration.

Adjournment: The meeting was adjourned by consensus at 7:17 p.m.

Respectfully submitted,

Richard Powers, Secretary

VII. CONSENT CALENDAR
ITEM B
Approval of Warrant Register

Gateway Cities Council of Governments
 Check/Voucher Register - Warrant Register
 From 3/31/2014 Through 3/31/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12838	William J. Davis	112.56	General Fund	001	Employee: Davis; Pay Date: 3/31/2014
	Total William J. Davis	112.56			
12839	Muriel D. DuBois	112.56	General Fund	001	Employee: DuBois; Pay Date: 3/31/2014
	Total Muriel D. DuBois	112.56			
12840	Raymond Duntun	112.56	General Fund	001	Employee: Duntun; Pay Date: 3/31/2014
	Total Raymond Duntun	112.56			
12841	Muriel D. DuBois	90.05	General Fund	001	Employee: DuBois; Pay Date: 3/31/2014
	Total Muriel D. DuBois	90.05			
12842	Raymond Duntun	90.05	General Fund	001	Employee: Duntun; Pay Date: 3/31/2014
	Total Raymond Duntun	90.05			
	Report Total	517.78			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
From 4/2/2014 Through 4/2/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12843	John Hancock	2,616.82	General Fund	001	PARS Retirement Fund Deposit
	Total John Hancock	2,616.82			
12844	Chelsea M. Simandle	3,000.00	General Fund	001	Prof. Assist.-Technical Support For Trans. Deputy 3/2014
	Total Chelsea M. Simandle	3,000.00			
Report Total		5,616.82			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12845	Konica Minolta	609.51	General Fund	001	Rental/Lease for Konica Copier
	Total Konica Minolta	609.51			
12846	Konica Minolta Business	706.16	General Fund	001	Monthly Service/Supply - Digital Base Charge
	Total Konica Minolta Business	706.16			
12847	American Express	125.00	General Fund	001	Annual Membership Dues
	Total American Express	125.00			
12848	Larry Walker Associates	21,474.36	TMDL	021	Services Rendered through 2/28/2014 L.A River Metals TMDL
	Total Larry Walker Associates	21,474.36			
12850	Aja Brown	125.00	General Fund	001	COG Board Stipend April 2014
	Total Aja Brown	125.00			
12851	Bob Archuleta	100.00	91/605	025	91/605 CCC Stipend
	Total Bob Archuleta	100.00			
12852	AT&T	192.19	General Fund	001	Monthly charges for telephone service
	Total AT&T	192.19			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12853	POPULAR	32.80	General Fund	001	Lunch Meeting 04/06/2014
	Total POPULAR	32.80			
12854	POPULAR	502.30	General Fund	001	Website space, office supplies
	Total POPULAR	502.30			
12855	Gerald Caton	2,700.00	I-710	005	Economic Development Consulting Services
	Gerald Caton	1,800.00	91/605	025	Economic Development Consulting Services
	Total Gerald Caton	4,500.00			
12856	Genoveva Cisneros	250.00	General Fund	001	Auto Allowance
	Total Genoveva Cisneros	250.00			
12857	The City of Bellflower	48,081.68	General Fund	001	Reimburs. Cost Employment Special Assist-City Admin FY 2013-14
	Total The City of Bellflower	48,081.68			
12858	City of Commerce	1,877.20	Truck Impacted Intersections	015	Reimbursement-Washingt... Truck Impacted Intersection
	Total City of Commerce	1,877.20			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12859	Craig Accountancy	16,162.29	General Fund	001	Professional Services Rendered
	Total Craig Accountancy	16,162.29			
12860	CSULB Economic Forecast	2,484.00	I-710	005	Econ Research Assoc Brydey Redmon 02-03/2014
	CSULB Economic Forecast	1,656.00	91/605	025	Econ Research Assoc Brydey Redmon 02-03/2014
	Total CSULB Economic Forecast	4,140.00			
12861	DSLExtreme.com	59.83	General Fund	001	Internet Svc Connection 05/2014-06/2014
	Total DSLExtreme.com	59.83			
12862	Edington, Peele & Associates	3,125.00	General Fund	001	Consult & Representation April 2014
	Total Edington, Peele & Associates	3,125.00			
12863	FEDEX	84.49	General Fund	001	Ovrngt Delivery to N.Buenrost A.Petty, LA County
	Total FEDEX	84.49			
12864	Flow Science, Inc.	2,347.92	TMDL	021	LA River TMDL WER & Recalculation Study

Gateway Cities Council of Governments
 Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
	Flow Science, Inc.	4,532.03	TMDL	021	LA River TMDL WER Study
	Total Flow Science, Inc.	6,879.95			
12865	GIS Planning	480.00	I-710	005	Air Commercial Real Estate Data April 2014
	GIS Planning	320.00	91/605	025	Air Commercial Real Estate Data April 2014
	Total GIS Planning	800.00			
12866	Guerrero, Jack	125.00	General Fund	001	COG Board Stipend for April 2014
	Total Guerrero, Jack	125.00			
12867	James Johnson	125.00	General Fund	001	COG Board Stipend April 2014
	Total James Johnson	125.00			
12868	Law Offices of Jones & Mayer	1,067.50	General Fund	001	Professional Legal Services Rendered
	Total Law Offices of Jones & Mayer	1,067.50			
12869	Jack Joseph	350.00	General Fund	001	Auto Allowance
	Total Jack Joseph	350.00			

Gateway Cities Council of Governments
 Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12870	Koa Consulting	5,531.19	91/605	025	Professional Svcs April 18-27, 2014
	Total Koa Consulting	5,531.19			
12871	Konica Minolta	609.51	General Fund	001	Equipment Rental for Konica Minolta
	Total Konica Minolta	609.51			
12872	Daily Breeze-Press Telegram	995.00	General Fund	001	Metro Service Council Vacancy Ads
	Total Daily Breeze-Press Telegram	995.00			
12873	Marcel Rodarte	125.00	General Fund	001	COG Board Stipend April 2014
	Total Marcel Rodarte	125.00			
12874	Luis Marquez	125.00	General Fund	001	COG Board Stipend April 2014
	Total Luis Marquez	125.00			
12875	Network Public Affairs, LLC	6,000.00	General Fund	001	Gateway COG Staff Support March2-28, 2014
	Total Network Public Affairs, LLC	6,000.00			
12876	City of Paramount	3,005.70	General Fund	001	Office Space/Lease May 2014
	Total City of Paramount	3,005.70			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12877	PARS	285.00	General Fund	001	Rep Fees-PARS Administration
	Total PARS	285.00			
12878	PATH Partners	82,503.00	Homeless	010	Manage Implementation of Homeless Plan March 2014
	Total PATH Partners	82,503.00			
12879	City of Pico Rivera	17,334.18	Truck Impacted Intersections	015	Reimbursement-Lakewood Truck Impacted Intersection
	Total City of Pico Rivera	17,334.18			
12880	Pitney Bowes Global Financial	261.60	General Fund	001	Lease Paymt on Postage Machine
	Total Pitney Bowes Global Financial	261.60			
12881	Pitney Bowes Global Financial	1,100.73	General Fund	001	Purchase of Postage for Meter and Reset Fees 04/2014
	Total Pitney Bowes Global Financial	1,100.73			
12882	Richard Powers	400.00	General Fund	001	Auto Allowance
	Total Richard Powers	400.00			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12883	Mark Pulido	100.00	91/605	025	91/605 CCC Stipend March 2014
	Total Mark Pulido	100.00			
12884	Rodger's Catering	19.42	General Fund	001	Balance Due on Bill for CM Steering Committee Lunch 12/2013
	Total Rodger's Catering	19.42			
12885	Rodger's Catering	642.35	General Fund	001	Catering for Dinner for Board Meeting 04/01/2014
	Total Rodger's Catering	642.35			
12886	Rodger's Catering	117.59	General Fund	001	Catering Continental Bkfst Planning Directors April 2014
	Total Rodger's Catering	117.59			
12887	Rodger's Catering	113.63	General Fund	001	Catering for Economic Development Wkg Group April 2014
	Total Rodger's Catering	113.63			
12888	Rodger's Catering	142.90	General Fund	001	Catering for Continental Breakfast for Public Works 02/2014

Gateway Cities Council of Governments
 Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
	Total Rodger's Catering	142.90			
12889	Rodger's Catering	473.33	General Fund	001	Catering for J. Wood Retirement Reception
	Total Rodger's Catering	473.33			
12890	Andrew Sarega	125.00	General Fund	001	COG Board Stipend April 2014
	Total Andrew Sarega	125.00			
12891	Sarno, Jay	100.00	91/605	025	91/605 CCC Stipend
	Total Sarno, Jay	100.00			
12892	City of Signal Hill	148,130.35	Truck Impacted Intersections	015	Reimbursement-Cherry/P... Truck Impacted Intersection
	Total City of Signal Hill	148,130.35			
12893	Chelsea M. Simandle	3,000.00	General Fund	001	Professional Assistance: Tech Support
	Total Chelsea M. Simandle	3,000.00			
12894	Smith, Watts & Martinez LLC	3,500.00	General Fund	001	Professional consulting Svcs April 2014
	Total Smith, Watts & Martinez LLC	3,500.00			

Gateway Cities Council of Governments
Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12895	City of South Gate	21,190.80	Truck Impacted Intersections	015	Reimburse-Firestone/... Truck Impacted Intersection
	Total City of South Gate	21,190.80			
12896	Southstar Engineering & Cnslt.	900.00	I-710	005	Professional Consult. Svcs April 1-27, 2014
	Southstar Engineering & Cnslt.	4,900.00	91/605	025	Professional Consult. Svcs April 1-27, 2014
	Total Southstar Engineering & Cnslt.	5,800.00			
12897	Sparkletts Water	27.51	General Fund	001	Monthly Rental of Water Cooler and Bottled Water
	Total Sparkletts Water	27.51			
12898	Staples Credit Plan	273.07	General Fund	001	Purchase of Office Supplies April 2014
	Total Staples Credit Plan	273.07			
12899	Verizon Wireless	244.45	General Fund	001	Cell Phone and Hot Spot Chrgs ending 3/15/2014
	Total Verizon Wireless	244.45			
12900	Larry Walker Associates	26,526.00	TMDL	021	Svcs Rendered L.A. River Metals TMDL through 3/31/2014

Gateway Cities Council of Governments
 Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
12901	Total Larry Walker Associates	26,526.00			
	Wave Community Newspapers	390.00	General Fund	001	Metro Service Council Vacancy Ads
	Total Wave Community Newspapers	390.00			
12902	Jerry R. Wood	10,296.15	I-710	005	Engineering Support 3/14-04/17/2014
	Jerry R. Wood	30,832.50	91/605	025	Engineering Support 3/14-04/17/2014
	Total Jerry R. Wood	41,128.65			
4152014-1	Genoveva Cisneros	2,671.99	General Fund	001	Employee: Cisner; Pay Date: 4/15/2014
	Total Genoveva Cisneros	2,671.99			
4152014-2	Marie E. Merrick	683.80	General Fund	001	Employee: Merric; Pay Date: 4/15/2014
	Total Marie E. Merrick	683.80			
4152014-3	Richard Powers	3,815.22	General Fund	001	Employee: Powers; Pay Date: 4/15/2014
	Total Richard Powers	3,815.22			
4152014-4	Gene C. Daniels	90.05	General Fund	001	Employee: Daniel; Pay Date: 4/15/2014

Gateway Cities Council of Governments
 Check/Voucher Register - Warrant Register
 From 4/3/2014 Through 5/7/2014

Warrant No.	Payee	Warrant Amount	Fund Title	Fund Code	Transaction Description
	Total Gene C. Daniels	90.05			
Report Total		489,077.28			

**VII. CONSENT CALENDAR
ITEM C**

**March 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

April 30, 2014

PMIA Average Monthly Yields

GATEWAY CITIES C

Account Number:

40-19-045

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

March
2014
Statement

Account Summary

Total Deposit:

Beginning Balance:

Total Withdrawal:

Ending Balance:

**VII. CONSENT CALENDAR
ITEM D**

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

Monthly Report by Jim Dykstra to Gateway Cities COG
April 28, 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 follow up to a series of meetings on Capitol Hill for the Gateway Cities COG engineer on February 27 and 28. As part of the effort, I prepared a memorandum regarding the matters we discussed and items for follow up, including preparation of 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. This was provided to staff with whom we met. Sen. Barbara Boxer, chair of the Senate Environment and Public Works Committee, has expressed her intent to mark up a bill soon. Early House committee action is also anticipated.

I am tracking the Fiscal Year 2015 transportation appropriations process, as well as MAP-21, which provides continued transportation funding authorization for 27 months, through October 1, 2014, with a funding level of \$105 billion. I have also provided information on the Water Resources Reform and Development Act, which has been passed by both houses. A House-Senate conference is continuing efforts to resolve differences in the bills.

I provided support to Gateway Cities COG in its successful efforts to have a 50,000 ton forging press located in either Long Beach or Paramount at the Weber Metals site, rather than in Germany. In this effort, I worked with the governor's office and the office of Rep. Lucille Roybal-Allard, who secured the signatures of seven members of the House delegation from Southern California, in addition to herself, on a letter supporting the forging press being located in Long Beach/Paramount. On April 18, Rep. Roybal-Allard participated in a groundbreaking for the new press at Weber Metals.

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 behalf of Gateway Cities, I worked with CAGTC staff in drafting suggested language regarding freight for inclusion in the next surface transportation reauthorization bill and shared the language with Gateway Cities.

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.

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**

**Funding Agreement with the Los Angeles
County Metropolitan Transportation
Authority for Third Party Administration of
a Technical Refinement Study for the Pacific
Electric Right-of-Way/West Santa Ana
Branch Corridor Alternatives Analysis**

TO: Board of Directors

FROM: Richard Powers, Executive Director

BY: Jack Joseph, Deputy Executive Director

SUBJECT: Funding Agreement with the Los Angeles County Metropolitan Transportation Authority for Third Party Administration of a Technical Refinement Study for the Pacific Electric Right-of-Way/West Santa Ana Branch Corridor Alternatives Analysis

Background

The MTA Board of Directors on January 23, 2014, approved the allocation of \$350,000 in Measure R funding to complete the technical refinement of the proposed Econ Rapid Transit corridor along the Pacific Electric Right-of-Way through 14 cities within the Gateway Cities subregion. The purpose of the study is to further refine certain elements, such as station locations and the preferred alignment to access Union Station in downtown Los Angeles.

Summary

Funds granted by MTA under this study are intended for the use of cities along the corridor to study right-of-way or land use impacts, preferred locations for amenities such as stations, and to examine the potential for transit oriented development. Rather than to enter into 14 separate funding agreements with cities, MTA has requested that the Gateway Cities COG act as a third party administrator under a single Memorandum of Agreement since all of the 14 cities participating in the study are members of the COG. The COG, in turn, will receive \$17,500 in reimbursement for our administrative expenses. It is expected that the work being performed by the cities will be through a combination of their own city staff and consultant staff of the Orangeline Development Authority.

The approach to this project is similar to that used by MTA for the Gateway Cities Truck Impacted Intersection Project for which the COG has served as the overall administrator for the projects performed by the participating cities. In that project, cities invoice the COG for their eligible expenses and the COG, in turn, invoices MTA on a quarterly basis. Upon receiving payment from MTA, the COG then reimburses cities for their eligible expenses.

The scope of work for this project is attached as an exhibit. It is anticipated that the project will be completed by the end of June 2015.

Recommended Action

Approve the Funding Agreement with the Los Angeles County Metropolitan Transportation Authority.

FUNDING AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL OF GOVERNMENTS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Funding Agreement (the “Agreement”) is entered into with an effective date of May 7, 2014, and is by and between the Gateway Cities Council of Governments (the “AGENCY”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, LACMTA is the transportation planning and programming AGENCY for Los Angeles County, responsible for the County’s Long Range Transportation Plan, the Short Range Transportation Plan and Transportation Improvement Program, and the construction and operation of bus and rail services; and

WHEREAS, the AGENCY is a California Joint Power Authority that represents the 28 cities of Southeast Los Angeles County including the Ports of Long Beach and unincorporated Los Angeles County (the “COG”). In this role, the AGENCY provides regional leadership and supports various initiatives for its member cities/agencies including: implementing clean air strategies; addressing housing needs, reducing traffic congestion, conducting short and long range transportation studies, preserving and enhancing open space, and strengthening the regional economy; and

WHEREAS, LACMTA is now conducting the West Santa Ana Branch Transit Corridor Technical Refinement Study; and

WHEREAS, the AGENCY had represented the COG cities during the West Santa Ana Branch Transit Corridor Alternatives Analysis (AA) Study, providing technical expertise and participation/representation in public outreach efforts; and

WHEREAS, the LACMTA Board of Directors, at its January 23, 2014, meeting, agreed to provide up to \$350,000 in Measure R Funds to the Agency for Third Party Administration, subject to the terms and conditions contained in this Agreement; and

WHEREAS, a Letter of No Prejudice (LONP) was issued for the Project on April 15, 2014, allowing the AGENCY to spend funds in an amount up to \$50,000 in total for the early participation of the AGENCY and the Cities of Huntington Park, Cerritos, Artesia, Paramount and Bellflower, to review project deliverables and provide technical comments and feedback on the Project; and

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. TERM OF AGREEMENT

The term of the agreement shall be for a period from the date of execution of this Agreement through July 31, 2015. LACMTA shall have the right to extend the term as necessary. This is a one-time grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

II. PROJECT ADMINISTRATION

A. AGENCY shall perform the work per the tasks and deliverables detailed in Attachment A – Scope of Work.

B. Project Management/Administration is capped at a maximum of 10% of the total project cost.

C. AGENCY shall submit Quarterly Progress Invoice Reports, in the form attached to the Agreement as Attachment B with detailed supporting documentation within sixty (60) days after the close of each quarter. The last Quarterly Progress Invoice Report shall be due no later than September 30, 2015, in order to be eligible for reimbursement under this Agreement. If no activity has occurred during a particular quarter, AGENCY will still be required to submit the Quarterly Progress Invoice Report indicating that no dollars were expended in the month.

D. In the event that any changes to the Work Plan are desired, LACMTA shall notify AGENCY in writing in a timely manner. AGENCY understands and agrees that LACMTA's contribution to the Project is limited to the amount specified in Section III, A, and that the AGENCY shall be fully responsible for any eligible expenditures that exceed LACMTA's contribution. Any unexpended Funds after September 30, 2015, unless an extension is requested in writing by AGENCY and approved by LACMTA, shall no longer be available to the AGENCY.

III. PAYMENT

A. LACMTA shall reimburse AGENCY an aggregate amount not to exceed \$350,000 for amounts invoiced with proper documentation within 30 working days of receipt of an acceptable invoice.

B. LACMTA shall only reimburse eligible expenditures. Equipment including vehicles, computer hardware and software is not eligible expenditures and shall not be reimbursed with the Funds.

IV. INDEMNIFICATION

Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by AGENCY, its officers, agents, employees, contractors and subcontractors under this Agreement. AGENCY shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and claims for damages of any nature whatsoever arising out of the Work Plan, including without limitation; (i) use of the Funds by the AGENCY, or its officers, agents, employees, contractor or subcontractors; (ii) breach of the AGENCY's obligations under this Agreement; or (iii) any act of omission of the AGENCY, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Work Plan, described in this Agreement. The indemnity shall survive termination of this Agreement.

V. INSURANCE

AGENCY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, or damages in property which may arise from on in conjunction with the performance of the work hereunder by the AGENCY, their agents, representatives, employees or subcontractors. As respects Professional Liability, coverage must be maintained and evidenced provided, for two years following expiration of the agreement.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (concurrency form CG0001).
2. Insurances Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or
2. Other form with a general aggregate limit is used; the general aggregate limits shall be twice the required occurrence limit of \$2,000,000. Products/Completed Operations aggregate shall

apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.

3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Professional Liability: \$1,000,000 per occurrence.

OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the agreement are to contain, or be endorsed to contain, the following provisions:

1. Los Angeles County Metropolitan Transportation Authority, its subsidiaries, officials and employees are to be covered as additional insured as respects liability arising out of the activities performed by or on behalf of the AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; or automobiles owned, leased, hired or borrowed or the AGENCY. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, insurance provided by the AGENCY shall be primary as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be in excess of any program of insurance afforded by the AGENCY and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The program of insurance provided by the AGENCY shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.

7. Professional Liability insurance shall be continued, and evidence provided to LACMTA, for two years following expiration of the contract.
8. Coverage provided for two years in the event of cancellation or non-renewal.

DEDUCTIBLES AND SELF INSURED RETENTIONS

Notwithstanding anything to the contrary, the insurance requirements contained herein may be met with a program of self insurance.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA.

VERIFICATION OF COVERAGE

AGENCY shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized to attest to validity of coverage and protections afforded LACMTA. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS

AGENCY shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

VI. RECORD RETENTION

A. AGENCY shall maintain all source documents, books and records connected with its performance and all work performed under this Agreement for three (3) years.

B. LACMTA, and/or its designee, shall have the right to conduct audits of the Project as needed. AGENCY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). AGENCY shall reimburse LACMTA for any expenditure not in compliance with this Agreement. The allowability of costs for AGENCY's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for AGENCY's contractors, consultants and suppliers expenditures submitted to LACMTA through AGENCY's Quarterly Progress Reports and Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require

AGENCY to return monies to LACMTA, AGENCY agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

VII. COMMUNICATIONS:

A. AGENCY shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

B. For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

C. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

D. AGENCY shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

E. The LACMTA Project Manager shall be responsible for monitoring AGENCY compliance with the terms and conditions of this Section. AGENCY failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

VIII. MISCELLANEOUS

A. California State law shall govern this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless any of the stated purposes of the Agreement would be defeated.

B. No amendment, modification, alteration or variation of the terms of this Agreement 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.

C. This Agreement contains the entire understandings between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of the Agreement.

D. The covenants and agreements of this Agreement shall inure to the benefits of, and shall be binding upon, each of the Parties and their respective successors and assignees.

E. LACMTA reserves the right to terminate this Agreement by written notice within ten (10) calendar days in the event of AGENCY's breach or default of any term or condition in this Agreement. LACMTA shall provide a reasonable opportunity for AGENCY to cure prior to termination.

F. Both Parties shall comply with all applicable laws, regulations and policies.

G. Neither AGENCY nor LACMTA shall assign this Agreement, or any part thereof, without the written consent of the other party. Any assignment without such written consent shall be void and unenforceable.

H. Any notice required or permitted under this Agreement shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Fanny Pan, Project Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mailstop: 99-22-4
Los Angeles, CA 90012

Richard Powers, Executive Director
Gateway City Council of Governments
16401 Paramount Blvd.
Paramount, CA 90723

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: _____
Deputy

AGENCY:

GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Tony Lima
President

APPROVED AS TO FORM:

By: _____ Date: _____
Richard D. Jones
General Counsel

ATTACHMENT A
SCOPE OF WORK

Project Title: West Santa Ana Branch Transit Corridor Technical Refinement Study – Third Party Administration

Objectives:

- Work with the 14 participating Gateway Cities to determine the suballocation of the \$350,000 project funds for review of deliverables and participation on the project Technical Advisory Committee.
- Review City invoices and Quarterly Reports to ensure accuracy and compliance with terms of the Funding Agreement. Disperse payments and resolve payment issues as necessary.
- Submit invoices and Quarterly Reports to Metro in a timely manner.
- Facilitate City involvement in the review and submission of comments on technical materials and reports.
- Participate in Project Development Team Meetings, as determined by the Metro Project Manager.

Participating Cities:

- Artesia
- Bell
- Bell Gardens
- Bellflower
- Cerritos
- Cudahy
- Downey
- Huntington Park
- Lakewood
- Lynwood
- Maywood
- Paramount
- South Gate
- Vernon

Project Funding Breakdown:

	Budget
COG Project Administration (Cap at 10% of the Total)	\$ 17,500-
Artesia	\$ 38,760-
Bell	\$ 25,650-
Bell Gardens	\$ 9,500-
Bellflower	\$ 31,400-
Cerritos	\$ 25,650-
Cudahy	\$ 23,750-
Downey	\$ 23,750-
Huntington Park	\$ 42,560-
Lakewood	\$ 5,000-
Lynwood	\$ 7,300-
Maywood	\$ 17,100-
Paramount	\$ 25,650-
South Gate	\$ 25,270-
Vernon	\$ 31,160-
Total	\$ 350,000

West Santa Ana Branch Transit Corridor Project

Los Angeles County
Metropolitan Transportation Authority

Statement of Work
May 21, 2013

INTRODUCTION

The Los Angeles County Metropolitan Transportation Authority (Metro) is seeking planning services to prepare a Technical Refinement Study for the Pacific Electric Right of Way/West Santa Ana Branch (PEROW/WSAB) Corridor Alternatives Analysis (AA) Study completed by the Southern California Association of Governments (SCAG) in February 2013.

For the Los Angeles County portion only, the selected Contractor shall update Travel Demand modeling, cost and ridership forecasting and analysis, feasibility analysis of requested alignment changes by the City of Huntington Park, analysis of impacts of adding a new station on the I-105 Freeway, analysis of the surrounding land uses and current right-of-way ownership along the Los Angeles River, challenges to accessing Union Station along the East Bank or West Bank of the Los Angeles River, taking into consideration recommendations for Union Station access points that fit within the footprint of the station platform configuration that will be developed as part of the Union Station Master Plan, as outlined in Tasks 2, 3, 4 and 5. Engineering work will be done to the five percent level. No public outreach is necessary, however, coordination with corridor cities and the Orange Line Development Authority (OLDA) will be necessary. The period of performance is expected to be 18 months. The SCAG adopted AA Study is available in the Metro library and online at <http://www.scag.ca.gov/perow/>.

Documents and technical data collected as part of the PEROW/WSAB AA Study will be made available by Metro for the Refinement Study. TRANPLAN input and output files will also be made available.

BACKGROUND

The West Santa Ana Branch Corridor is one of twelve (12) transit projects funded by Measure R; a one-half cent sales tax approved by Los Angeles County voters in November 2008, and is contained in Metro's 2009 Long Range Transportation Plan with a revenue service date of 2027. In March 2010, SCAG initiated the PEROW/WSAB AA Study in coordination with affected cities, OLDA, the Gateway Cities Council of Governments (COG), Metro, the Orange County Transportation Authority (OCTA), and the owners of the right-of-way (ROW). The AA Study evaluated a wide variety of transit connections for the twenty (20) mile corridor from the City of Santa Ana in Orange County to the City of Paramount in Los Angeles County. The Study also evaluated possible transit connections twelve (12) miles to the north of the ROW to Union Station in Downtown Los Angeles and two (2) miles to the south to the Santa Ana Regional Transit Center (SARTC).

The following alternatives recommended for further study are:

- No Build;
- Transportation System Management (TSM); and
- Light Rail Transit (LRT), with the following alignment options twelve (12) miles to the north of the PEROW/WSAB ROW to Union Station:
 - A northern alignment option along the "West Bank" of the Los Angeles River utilizing street ROWs and the San Pedro and Harbor Subdivisions (West Bank 3); or
 - A northern alignment option along the "East Bank" of the Los Angeles River utilizing the San Pedro Subdivision (East Bank).

Introduction of a new high capacity transit system would have both benefits for and impacts on existing communities and transportation infrastructure. In addition to issues surrounding coordination with the various agencies for use of the dedicated ROW, there are significant challenges to providing transit service along the PEROW/WSAB and into downtown Los Angeles at Union Station. In a letter to SCAG dated February 7, 2012, Metro identified numerous challenges for the Los Angeles County portion of the corridor which were left unaddressed in the AA Study. Metro's letter to SCAG is included as Attachment A. The following challenges are relevant to the scope of the Refinement Study:

1. Access constraints into Union Station using the East Bank or West Bank of the Los Angeles River; and
2. New Metro Green Line Station - The AA Study briefly discusses the addition of a new Green Line Station where the I-105 Freeway interfaces with the I-710 Freeway. This discussion needs to be further explored as to how to retrofit a station into an operating freeway and rail corridor as well as maintaining the same number of freeway lanes (at the five percent level of engineering).

STUDY AREA

The Los Angeles County portion of the PEROW/WSAB corridor extends eight (8) miles, beginning at the Los Angeles/Orange County border and continuing north to the City of Paramount. For the purposes of this Statement of Work, the Study Area shall encompass the eight (8) mile Los Angeles County portion of the PEROW/WSAB corridor as well as an additional twelve (12) miles to the north to Union Station in downtown Los Angeles. The affected cities for this study include: Los Angeles, Vernon, Huntington Park, Maywood, Bell, Cudahy, South Gate, Lynwood, Paramount, Downey, Bellflower, Lakewood, Artesia and Cerritos. Attachment B, the Project Corridor Map, shows the PEROW/WSAB ROW.

ADDITIONAL LOCAL COMMENTS

In a May 17, 2012 letter to SCAG, the City of Huntington Park requested two (2) modifications to the identified station alignment for increased mobility and transit accessibility, connectivity, and utility as well as economic development opportunities. SCAG did not take action on this request. The City of Huntington Park letter to SCAG is included as Attachment C.

At the June 2012 SCAG Project Steering Committee meeting, the City of Cerritos representative requested that the Cerritos/Bloomfield Station be removed from further study. The Steering Committee approved the station alignment without the Cerritos/Bloomfield station. As part of the AA approval, the SCAG Regional Council removed the Cerritos/Bloomfield station.

REFINEMENT STUDY

The selected Contractor Team will be tasked with conducting a Technical Refinement Study (Refinement Study) for the SCAG approved AA Study. The Refinement Study for the Los Angeles County portion of the corridor shall:

1. Update the Travel Demand modeling included in the AA Study;

2. Update the cost and ridership forecasting and analyses included in the AA Study;
3. Analyze the impacts of any proposed alignment on the East Bank or West Bank of the Los Angeles River, including at Redondo Junction, on existing commuter, intercity and freight operations, and determine if the East Bank and West Bank 3 alignments are feasible. If the East Bank and West Bank 3 alignments are not feasible, identify potential viable alternative alignments and maintenance facility locations;
4. Identify any additional challenges to bringing LRT into Union Station that were not identified during the AA comment period;
5. Analyze and document the right-of-way owners and current land uses along the Los Angeles River;
6. Analyze and recommend Union Station access points based on the station platform configuration that will be developed as part of the Union Station Master Plan;
7. Analyze and document the impacts of adding a new Metro Green Line Station in the median of I-105 Freeway at the I-105/I-710 Freeway interface;
8. Analyze and document the impacts of the Artesia Station becoming the southern terminus of the alignment in place of the Cerritos/Bloomfield Station, including determination if a park-and-ride will be needed, impacts to traffic, etc.; and
9. Determine and document whether or not the requested alignment changes in Huntington Park are feasible, and the cost and ridership impacts of the requested changes.

TASK 1.0 ADMINISTRATION AND PROJECT MANAGEMENT

The Contractor shall regularly report the status of the work effort, progress and schedule. The Contractor shall use systems that are compatible with already established Metro systems, policies, software, procedures and practices. Reports shall be straightforward, easy to read and understand, logically organized and structured to provide the relevant and important information. Reports shall provide the needed information to assure Metro that the work is being accomplished as required, and to facilitate invoice review and approval. The team's project management system shall feature safeguards for the early identification of issues and their effective resolution.

TASK 1.1 GENERAL PROJECT MANAGEMENT

Some of these tasks may overlap or happen concurrently. The Contractor shall develop a Work Plan for the management of the Refinement Study, including managing the scope of work and a system for project control including necessary procedures for conducting the work and managing resources, communications, schedule, reporting project status and progress, document control, quality assurance/quality control and administration. The Contractor shall submit a Draft Work Plan to Metro within thirty (30) calendar days of the Notice to Proceed (NTP) for review and approval.

The Contractor shall submit a Final Work Plan within fifteen (15) calendar days after Metro approval of the Draft Work Plan for review and acceptance. Metro's Project Manager will approve the Final Work Plan to be posted to the Computerized Project Folder as described in Task 1.6.

The Contractor's Project Manager shall be responsible for corrective action reports, as needed, to adjust project resources to accomplish activities in a manner consistent with the adopted

scope, budget and schedule. The Contractor shall report all corrective measures to Metro's Project Manager for review and approval.

DELIVERABLES:

- Draft Work Plan
- Final Work Plan

TASK 1.2 PROJECT SCHEDULE AND TRACKING

The Contractor shall develop, maintain and manage the Project Schedule. The Contractor shall submit an initial Project Schedule to Metro fifteen (15) calendar days after the NTP for review and approval. The Contractor shall submit a Final Project Schedule to Metro within fifteen (15) calendar days after Metro approval of the initial Project Schedule for review and acceptance. Metro's Project Manager will approve the Final Project Schedule to be posted to the Computerized Project Folder as described in Task 1.6. Upon approval of the final schedule, it will be recorded in the file as the Baseline Schedule. This schedule will then be updated on a biweekly basis to correspond with the submission of the Monthly Progress Reports and the Progress Meetings, described in Tasks 1.3 and 1.5.1, respectively. Each subsequent Schedule will follow this same format and is subject to Metro review and approval. The project scheduling software shall be approved by Metro and will provide the necessary tools to meet Metro requirements.

DELIVERABLE:

- Draft and Final Schedule with biweekly updates and tracking report (on-going)

TASK 1.3 INVOICING

The status of the work efforts shall be reflected in monthly activity reports submitted with the Contractor's invoice to Metro. Monthly progress reports shall be prepared and attached to the invoices documenting the Contractor's effort during the billing period, tasks to be accomplished over the next thirty (30) days as well as any forthcoming challenges and issues, and potential methods for resolution. Prior to submitting invoices to Metro, the Contractor must first submit a draft invoice with supporting documents to Metro's Project Manager for approval. If no invoice is submitted for a particular month, the Contractor is still required to submit the monthly activity report. The Contractor shall submit the report the first week of each month for the preceding month. The progress narrative will document progress from the first day through the last day of the month. Monthly Progress Reports will be submitted in hard copy and electronically, both in a format acceptable to Metro.

The items to be presented in the Monthly Progress Report are as follows:

- Executive summary;
- Progress narrative and description of the tasks completed;
- Project schedule describing the percentage of each task/deliverable/milestone completed;
- Updated Milestone Payment Schedule;
- Schedule and schedule tracking narrative;
- List of deliverable items;

- Management issues, including status and action items, and any corrective actions (if necessary);
- Action for resolution of identified problems that were encountered during the month;
- 30-day look ahead calendar; and
- Small Business Enterprise (SBE) summary.

The Contractor shall maintain a deliverable payment schedule summarizing all project deliverables and the corresponding invoice payment for each unit. The unit costs identified in the deliverable payment schedule will be consistent with the budget established for each major task. The invoice payment schedule will be updated monthly as part of the monthly progress report.

DELIVERABLES:

- Monthly Progress Reports and Invoices
- Draft and Final Deliverable Payment Schedule

TASK 1.4 PROJECT IMPLEMENTATION PLAN (PIP)

The Contractor shall submit a Draft PIP to Metro within fourteen (14) calendar days of NTP for review and acceptance. The PIP shall identify key personnel, work plan activities, and coordination with sub-contractors. The Contractor must show an integrated approach to managing the work effort that will control the schedule(s), invoicing and quality of work. The Contractor must also describe a system for Quality Assurance/Quality Control as part of the PIP, as outlined in Task 1.7. The Contractor shall submit a Final PIP to Metro within thirty (30) calendar days of NTP for review and acceptance. Metro's Project Manager will approve the Final PIP to be posted to the Computerized Project Folder as described in Task 1.6. The Final PIP will be a controlled document that cannot be altered without the permission of the Contractor's Project Manager and Metro's Project Manager. Approved amendments to the PIP will be uploaded onto the Computerized Project Folder as separate controlled documents.

DELIVERABLE:

- Draft and Final Project Implementation Plan (PIP)

TASK 1.5 MEETINGS

The Contractor shall help facilitate up to 80 meetings, as identified in Tasks 1.5.1 and 1.5.2, as determined by Metro's Project Manager, to ensure the timely delivery of work products and for consultation and feedback from appropriate parties. For each meeting, the Contractor shall prepare meeting agendas, meeting minutes, and distribute all meeting materials electronically to the Project Team at least seven (7) working days prior to each progress meeting for approval by Metro's Project Manager. All meeting materials must be approved by Metro's Project Manager prior to distribution and/or posting to the computerized project folder.

TASK 1.5.1 Progress Meetings

The Contractor shall help facilitate up to forty (40) progress meetings in order to track project activities and coordinate key personnel to meet project milestones. Initially, meetings will be

held once a week to establish the PIP and other management information systems. Upon Metro approval, meetings may transition to a biweekly schedule. The progress meetings will highlight specific tasks and issues which may affect the project schedule and/or budget. For each meeting, the Contractor shall prepare meeting agendas, meeting minutes, and distribute all meeting materials electronically to the Project Team at least seven (7) working days prior to each progress meeting for approval by Metro's Project Manager. For each meeting, the Contractor shall prepare a 30-day look-ahead calendar which highlights concerns and issues to be resolved.

DELIVERABLES:

- Meeting agendas
- Meeting minutes
- 30-day look-ahead calendar
- Supporting meeting materials
- Attendance at up to forty (40) Progress Meetings

TASK 1.5.2 Technical Meetings

The Refinement Study is a technical document that will require consultation and feedback from multiple departments within Metro, as well as SCAG, Caltrans, OLDA, the Gateway Cities COG and jurisdictions along the corridor. As determined necessary by Metro's Project Manager, the Contractor shall facilitate up to forty (40) meetings for technical consultation and feedback with various Metro departments and external agencies. For each technical meeting, the Contractor shall prepare an agenda, minutes and distribute all meeting materials electronically to the Project Team within seven (7) working days once approved by Metro's Project Manager. As this is a technical study, no public outreach is necessary, but meetings with project stakeholders will take place.

DELIVERABLES:

- Meeting agendas
- Meeting minutes
- Supporting meeting materials
- Attendance at up to forty (40) meetings

TASK 1.6 COMPUTERIZED PROJECT FOLDER

The Contractor shall provide a project folder that is accessible via the internet to the Project Team. This project folder shall contain documentation related to the Project including, but not limited to, the Schedule, the PIP, correspondence, meeting minutes, reports, maps, photos, work plans, project deliverables, reference documents, technical documents, etc. It is unnecessary for this folder to include contractual materials, amendments or task authorizations. The Contractor shall provide an index file and Table of Contents for the computerized folder(s). This project folder should be updated within two (2) working days of the distribution of a deliverable with an accompanying Document Control Log (DCL) that certifies that the document submitted to the Computerized Project Folder is a controlled document, which cannot be altered. All printed material submitted shall have a corresponding electronic file submitted to this folder as a controlled document. All computerized folders shall have username and password protection. Upon completion of each Project Phase of this Statement of Work, all

contents of the project folder(s) shall be transferred to Metro on CD or DVD. Metro's Project Manager shall approve the organization of the folder.

DELIVERABLE:

- Computerized Electronic Project Folder(s) (to be updated throughout the project)

TASK 1.7 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Contractor shall be responsible for providing all required draft and final versions of reports and technical documents to Metro for review and acceptance. The Contractor will use a DCL system, approved by Metro, for all project deliverable documents. The Contractor shall develop the DCL tailored to this project as part of the Contractor's PIP. Each deliverable entered into the DCL shall certify to the entire project team that the deliverable has been formally submitted to Metro and that the document can be reviewed, but not altered. The Contractor must provide a minimum of fourteen (14) calendar days for Metro staff to thoroughly review each deliverable. More complex documents may require up to three (3) to four (4) additional weeks for Metro review. A deliverable is not accepted until formal notice is provided by Metro. This process will ensure that quality is achieved through checking, reviewing, and managing of work activities for both Metro and the Contractor.

The Contractor shall provide an approach to the Quality Assurance/Quality Control (QA/QC) process. The QA/QC process and approach shall also be incorporated as part of the Contractor's PIP that is acceptable to Metro.

DELIVERABLES:

- Draft and Final QA/QC plans as part of the PIP
- DCL system for all contract deliverables approved by Metro

TASK 1.8 MANAGEMENT OF DELIVERABLES, COPYING AND PRINTING

The Contractor shall deliver to Metro one (1) camera-ready copy in electronic format and twelve (12) hard copies of every identified deliverable for this Statement of Work. The Contractor shall post all deliverables to the DCL. The Contractor shall be responsible for the QA/QC of these printed milestone documents, in terms of print quality and quantity. For milestone documents involving color reproduction, all print quality must adhere to specifications and print quality assurance requirements provided by Metro, including the appropriate Metro format. The Contractor shall deliver printed milestone documents to Metro's Project Manager for distribution. The Contractor shall be responsible for coordinating with Metro's Project Manager to ensure that all such deliverables are posted to the Computerized Project Folder.

DELIVERABLES:

- Camera-Ready electronic copy and twelve (12) hard copies of each deliverable/Milestone document
- The posting of each Deliverable to the DCL

TASK 2.0 ACCESS INTO UNION STATION

In a letter to SCAG dated February 7, 2012, Metro identified numerous challenges to bringing LRT into Union Station which were left unaddressed in the AA Study. Included in the letter were comments that highlighted the need for further analysis to determine if the northern alignments (East Bank and West Bank 3) are viable. Attachment D, Metro Comment Matrix to Draft AA Study, contains a matrix of Metro staff comments to SCAG regarding the Draft AA Study. The Contractor shall develop a technical report (no more than five percent level of engineering) that identifies and documents the challenges of a LRT system accessing Union Station from the East Bank and West Bank of the Los Angeles River and lists feasible solutions to address these challenges, if any. If both northern alignments are infeasible, the Contractor shall identify potential viable alternative alignments and determine if any alternative maintenance facility locations to those in the AA Study can be identified for each alternative alignment.

Concurrent to work on this contract, Metro is conducting a separate study on enhancements to the Metro Red Line/Purple Line Division 20 Maintenance Facility along the West Bank of the Los Angeles River. Included in that study is the analysis of a potential future at-grade heavy rail station for the Metro Red/Purple Line within Division 20 at one (1) or two (2) possible locations. The first location would be adjacent to the One Santa Fe Joint Development project near 1st Street/Santa Fe Avenue. The second location would be adjacent to the 6th Street Bridge which is planned for demolition and reconstruction by the City of Los Angeles. As part of the Technical Report, the Contractor shall include an analysis of the feasibility of a northern terminus of the West Santa Ana Branch project at a transfer station between the Westside Santa Ana Branch West Bank Alignment and the potential Metro Red Line/Purple Line at-grade station at one or both of these locations. The Technical Report shall also evaluate whether such a transfer point/northern terminus would be more appropriate at another location further south along the West Santa Ana Branch alignment. Any point farther south would necessitate extending the Metro Red Line/Purple line farther south to meet the West Santa Ana Branch LRT northern terminus. The Contractor shall evaluate the feasibility and cost of this later extension. The Contractor shall coordinate with the appropriate Metro staff via Metro's Project Manager. Metro staff will facilitate this coordination and will provide access to all necessary information.

Metro will soon be issuing a Request for Proposals for environmental and design for the Southern California Regional Interconnector Project (SCRIP) (formerly the Los Angeles Union Station Run-Through Tracks Project). This project will extend at least four (4) yard tracks in Los Angeles Union Station across the 101 freeway. These tracks will follow the freeway to the West Bank of the Los Angeles River, with at least two (2) tracks bearing north and two others bearing south. The Contractor shall consider this project in the analysis. As the work will be performed concurrently with the SCRIP, the Contractor is expected to coordinate with the Contractor performing that work. Metro staff will facilitate this coordination and will provide access to all necessary information regarding the SCRIP recommendations.

The technical report shall provide a conceptual level of assessment of the constraints of a LRT system accessing Union Station, including, but not limited to, right-of-way impacts, rail facilities displacement, operations impacts, crossing Redondo Junction, capital and operating costs, impacts of a future High Speed Rail system, impacts to the existing commuter, intercity passenger rail, freight rail, SCRIP, and the possibility of a northern terminus/transfer point with the potential Metro Red Line/Purple Line at-grade station.

DELIVERABLES:

- Draft and Final Northern Alignment Technical Analysis Report
- Matrix of Challenges, Solutions and Additional Alignment Options

TASK 2.1 COMPATIBILITY WITH SURROUNDING LAND USES

The Contractor shall be familiar with the surrounding land uses and existing and future plans for the area. The Contractor shall develop a technical report that contains a review of the surrounding land uses and existing and future plans, including, but not limited to, Metro Division 20 Enhancements (Metro), the Los Angeles River Revitalization Master Plan (City of Los Angeles), the 6th Street Bridge Replacement Project (City of Los Angeles), the California High Speed Rail Project (California High-Speed Rail Authority), the SCRIP (Caltrans/Metro), and the One Santa Fe Joint Development project. The technical report shall contain a summary of the surrounding land uses. Work for this task shall not exceed the five percent level of engineering.

DELIVERABLE:

- Draft and Final Land Use Technical Report

TASK 2.2 COORDINATION WITH UNION STATION MASTER PLAN

Concurrent to the work on this Statement of Work, Metro is preparing a Union Station Master Plan (USMP) which is anticipated to be finalized by summer 2014. The USMP will develop recommendations for additional capacity for future LRT systems at the Station. However, identification of access points will still need to be identified by the Contractor. Depending on the station platform configuration developed in the USMP, the northern alignments identified in Task 2.0 may become infeasible. Therefore, the Contractor shall develop recommendations for access points that fit within the footprint of the future station platform configuration that will be developed in the USMP. As work on the USMP will be performed concurrently with work on this Statement of Work, the Contractor shall coordinate with the appropriate USMP staff via Metro's Project Manager. Metro staff will facilitate this coordination and will provide access to all necessary information regarding the Master Plan recommendations.

DELIVERABLE:

- Recommendations for Union Station access points based on the station platform configuration that will be developed as part of the Union Station Master Plan.

TASK 2.3 ANALYSIS OF RIGHT-OF-WAY ALONG THE LOS ANGELES RIVER

In order to operate a LRT system along the East Bank or West Bank of the Los Angeles River, coordination would need to take place with multiple railroads, passenger service agencies, and state and federal agencies. The Contractor shall develop a matrix of right-of-way owners within the Study Area and in particular along the East Bank and West Bank of the Los Angeles River, including a list of the current use of the tracks. This analysis shall include an overview of the operations on these tracks. As part of this effort, the Contractor will not contact the owners of the ROW or any other agencies, unless instructed by Metro's Project Manager.

DELIVERABLE:

- Matrix of right-of-way owners and current use of tracks

TASK 3.0 RIDERSHIP FORECASTING AND PERFORMANCE INDICATORS

As the ridership forecasts and performance indicators in the AA Study included Orange County in the analyses, it will be necessary for the Contractor to prepare new ridership forecasts for the Los Angeles County portion only for each alternative using the Metro Travel Analysis Model (Model). Currently, OCTA has stated that this project is not a priority and they are not planning to pursue this project in the Orange County portion of the PEROW/WSAB corridor. Forecasts will maintain consistency with the forecasting procedures used in other Metro corridor studies, including QA/QC analysis and thematic mapping using SUMMIT.

Metro may pursue federal funding for this project, therefore the Contractor must adhere to the Federal Transit Administration (FTA) process and develop the forecasts and performance indicators to a sufficient level of completion to meet National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) environmental review requirements. In coordination with Metro, the Contractor shall prepare detailed networks for each alignment based upon the physical and operational definitions and attributes contained in the AA Study, perform the model runs, and analyze and summarize performance measures for each alternative.

TASK 3.1 PREPARE MODEL DOCUMENTATION REPORTS

The basis for the forecasting process will be a refinement of Metro's existing regional model. The Contractor shall confirm its applicability to conditions in the Study Area based on available data from the 2011 Metro on-board rider survey.

The Contractor shall be responsible for preparing a Network and Model Refinement Methodology. The network and model refinement methodology report shall describe the assumptions made about input variables and values in forecasting patronage and the methods used to develop service level data for patronage estimation. The forecast results report shall provide an analysis of the impacts, and insights of the No Build compared to the TSM and LRT Alternatives, including transit levels of service demographic inputs, underlying transportation networks, and alignment alternatives.

The Contractor shall prepare an outline of each chapter in the Methodology and Results Reports. This outline shall be provided to Metro staff for comment, prior to preparing the draft documents and preparing the model runs. The Contractor shall address any comments made by Metro staff when preparing the draft and final reports. Model documentation will require approximately one (1) month to produce the draft reports and one (1) month following comments from Metro to prepare the final reports.

DELIVERABLE:

- Draft and Final Travel Demand Model Methodology and Forecasts Report

TASK 3.2 DEVELOP RIDERSHIP ESTIMATES AND PERFORMANCE MEASURES

The initial set of stations identified in working sessions with affected corridor cities and agencies called for two (2) stations in the City of Cerritos: one at 183rd St./Gridley Rd. and one at Bloomfield Ave. At the June 2012 Steering Committee meeting, the City of Cerritos representative requested that the Cerritos/Bloomfield Station be removed from consideration for further study. On February 7, 2013, the SCAG Regional Council approved the removal of the Cerritos/Bloomfield station from the alignment identified in city work sessions.

In a letter to SCAG dated May 17, 2012, the City of Huntington Park requested two modifications to the identified station alignment. The proposed modifications called for the relocation of the Salt Lake Avenue Station to Florence Avenue/Salt Lake Avenue, and the relocation of the Pacific Boulevard Station to Randolph Street near Rita Avenue. The City requested the modifications for increased mobility and transit accessibility, connectivity, and utility as well as economic development opportunities. SCAG did not take action on this request.

Working in coordination with Metro staff, the Contractor shall apply Metro's travel demand forecasting models to determine ridership impacts for the following scenarios:

- Existing (2012)
- Light Rail Transit (LRT) (2035):
 1. Los Angeles County AA Recommended Alignment (both East Bank & West Bank 3) with Cerritos Bloomfield Station;
 2. Los Angeles County AA Recommended Alignment (both East Bank & West Bank 3) without Cerritos/Bloomfield Station;
 3. Los Angeles County AA Recommended Alignment (both East Bank & West Bank 3) with relocated Huntington Park Stations without Cerritos/Bloomfield Station;
 4. Additional alignments identified in Task 2, as determined by Metro; and
 5. An additional two scenarios as determined by Metro.

This work shall include all activities required to code the physical and operational attributes of each scenario, running the model, and reporting results. To the extent possible, data files from the AA Study will be made available on CD for use by the Contractor. Forecasted ridership will be documented in a Travel Demand Forecast Results Technical Memorandum that provides tables and summarizes key performance data for each scenario including:

- System-wide linked trips (and therefore "new" linked trips);
- Project boardings;
- Station-level boardings and alightings;
- Mode-of-access and mode-of-egress by station;
- Link volumes for fixed guideway facilities;
- Peak-hour/peak-direction maximum load point volumes for fixed guideway facilities;
- Parking demand by station, including the impact to the Artesia Station if it becomes the southern terminus;
- Passenger miles of travel;
- Highway vehicle-hours of travel;
- Highway vehicle-miles of travel;
- Highway link volumes on critical links;
- Transit travel times for selected interchanges;
- Transit number of transfers by interchange;
- Ridership impacts on connecting/competing transit lines including bus, and LRT; and

- SUMMIT tables and thematic maps.

DELIVERABLE:

- Revised and Updated Travel Demand Forecasting Technical Memorandum

TASK 3.3 TRANSMIT MODEL SIMULATION DATA

The Contractor shall be responsible for transmitting the full model chain conducted for each simulation run to Metro's Project Manager. Each run shall be transmitted by DVD (a minimum of one (1) per scenario) or other means approved by Metro. The DVDs shall include all input and output files used in each of the runs. All data files referred to earlier in this Statement of Work shall be included as well.

DELIVERABLE:

- Travel Demand Model Ridership Files on DVDs

TASK 3.4 DATA PRESERVATION

The Contractor shall be responsible for saving the forecasts for the baseline and LRT alternatives, as well as preserving the ability for the FTA to reproduce the forecasts. It is likely that the forecasts will change over time, and the Contractor shall provide the inputs and documentation that will allow for the identification or possible causes of these changes. Suggested information to be contained on the DVD may include:

- Project scope, service levels, fares, and other service characteristics;
- Demographic projections, parking costs, and other external influences; and
- Forecasting methods, and basic model directions.

Data preservation is not expected to require any additional time.

DELIVERABLE:

- Baseline and Build Alternative Model DVDs

TASK 4.0 Analysis of Impacts

The Contractor shall develop a technical report (no more than five percent level of engineering) that documents the impacts of the proposed alignment and station locations in the City of Huntington Park, the southern terminus station in the City of Artesia, and the new Metro Green Line station in the median of the I-105 Freeway, as outlined in Tasks 3.1, 3.2 and 3.3. The Contractor shall identify salient impacts and critical components for each task. The analysis of impacts shall provide a conceptual-level assessment of issues, including right-of-way requirements, community and environmental impacts, traffic and parking impacts, capital and operating and maintenance costs. The Contractor shall document the analysis of impacts for each task in an impacts report. The individual impacts reports shall include a summary of the findings of the analysis and will include a matrix outlining the impacts and costs (based on the five percent level of engineering) and a list of feasible solutions to address the impacts and costs consistent with Metro and Caltrans policies, if applicable.

TASK 4.1 PROPOSED STATION LOCATIONS IN THE CITY OF HUNTINGTON PARK

The City of Huntington Park has requested the relocation of the Salt Lake Avenue Station to Florence Avenue/Salt Lake Avenue, and the relocation of the Pacific Boulevard Station to Randolph Street near Rita Avenue to avoid operations on Pacific Boulevard. Analysis of the requested alternative station locations was not conducted in the AA Study. SCAG did not take action on this request.

The Contractor shall conduct a detailed analysis (no more than five percent engineering) of the feasibility and potential impacts and costs of the proposed alignment and station locations in the City of Huntington Park, including ridership. As part of this analysis, the Contractor shall include a discussion of the methodologies used to identify salient impacts and a list of feasible solutions to address the impacts and costs consistent with Metro policies. The Contractor shall summarize the findings of the impact analysis and develop a matrix outlining the impacts and a list of feasible solutions to address the impacts and costs consistent with Metro policies.

DELIVERABLES:

- Draft and Final Huntington Park Station Alignment Impact Report
- Matrix of Impacts

TASK 4.2 SOUTHERN TERMINUS STATION AT PIONEER BLVD. IN THE CITY OF ARTESIA

With the removal of the Cerritos/Bloomfield Station, the Pioneer Station in the City of Artesia becomes the southern terminus station in the Los Angeles County portion of the corridor, which may have implications for the traffic model forecasts and other impacts, such as park-and-ride lots, bus and pedestrian access, etc. The Contractor shall conduct a detailed analysis (no more than 5% engineering) of the feasibility and potential impacts and costs of the Pioneer Station becoming the southern terminus station. As part of this analysis, the Contractor shall include a discussion of the methodologies used to identify salient impacts, a list of feasible solutions to address the impacts and costs consistent with Metro policies. The Contractor shall summarize the findings of the impact analysis and develop a matrix outlining the impacts and a list of feasible solutions to address the impacts and costs consistent with Metro policies.

DELIVERABLES:

- Draft and Final New Southern Terminus Impact Report
- Matrix of Impacts

TASK 4.3 NEW METRO GREEN LINE STATION

Based on the SCAG approved AA Study, a new LRT station would be required to connect the Metro Green Line to the new WSAB LRT. Because the Metro Green Line currently operates in the median of the I-105 Freeway, expansion of the median to accommodate a new station, along with the resulting impacts on freeway operations, would be challenging. Caltrans requires that the final station design must maintain the current number of freeway lanes. Therefore, adding a station at this location may disrupt freeway and current Metro Green Line operations during construction, and mitigation measures would need to be developed.

The Contractor shall conduct a detailed analysis (no more than five percent engineering) of the potential impacts and costs of a new Metro Green Line Station in the median of the I-105 Freeway, and the feasibility of constructing the station. As part of this analysis, the Contractor shall include a discussion of the methodologies used to identify salient impacts, and a list of feasible solutions to address the impacts and costs consistent with Metro and Caltrans policies. The Contractor shall summarize the findings of the impact analysis and develop a matrix outlining the impacts to the freeway and both the Metro Green Line and Blue Line operations and a list of feasible solutions to address the impacts and costs consistent with Metro and Caltrans policies.

DELIVERABLES:

- Draft and Final New Metro Green Line Station Impact Report
- Matrix of Impacts

TASK 5.0 COST METHODOLOGY REPORT

The Contractor shall prepare a Draft and Final cost methodology report, consistent with FTA guidelines for estimating capital costs by Standard Cost Category (SCC) codes, that will document the assumptions and models used to develop the Cost Comparison Analysis for the alternatives.

DELIVERABLE:

- Draft and Final Cost Methodology Report

TASK 5.1 COST COMPARISON ANALYSIS

Based on the operating characteristics of scenarios 1-4 listed in Task 3.2, the Contractor shall develop revised cost estimates for each scenario. The Contractor shall use the existing cost estimates utilized in the AA Study as the baseline cost analysis for comparison. The estimates shall be developed with minimal engineering (no more than five percent) and cost modeling for each scenario, consistent with FTA guidelines for estimating capital costs by SCC codes. The Contractor shall summarize the findings of the costs for each scenario and shall develop a matrix to display the updated cost estimates.

DELIVERABLES:

- Cost Comparison Analysis Chapter
- Matrix of updated cost estimates

TASK 6.0 EXECUTIVE SUMMARY, DRAFT AND FINAL REFINEMENT STUDY

This task provides for the completion of the Refinement Study and the approval from Metro. The various technical studies will culminate in the preparation of the Draft Refinement Study. The Draft Refinement Study shall be submitted to Metro for review, comment and approval. Following Metro approval, the Contractor shall complete all necessary revisions and prepare a revised Draft Refinement Study for final Metro approval. Upon final review and approval, the Contractor team shall prepare a camera-ready Refinement Study. The Contractor team shall allow time for consultations with Metro staff on comments, additions and changes to the

Refinement Study. The Contractor team shall provide an electronic file of the document formatted for printing and posting on the Metro website. The formatting will include links within the document to the Table of Contents. The Contractor team shall prepare an Executive Summary of the full document and shall prepare summary information, in multiple media formats as necessary. The Executive Summary shall summarize the key points of the Refinement Study in a clear and concise fashion.

DELIVERABLES:

- Draft and Final Refinement Study Executive Summary and Summary Information
- Draft and Final Refinement Study
- Camera-Ready hard copy and electronic copy of the Final Refinement Study

SCHEDULE FOR KEY MILESTONES/PROJECT DELIVERABLES

	Task	Milestones
Item	WEST SANTA ANA BRANCH TRANSIT CORRIDOR TECHNICAL REFINEMENT STUDY	
1	Final Work Plan	February 2014
2	Project Implementation Plan	February 2014
3	Matrix of ROW Owners	March 2014
4	Land Use Technical Report	April 2014
5	Huntington Park Station Alignment Impact Report	June 2014
6	New Southern Terminus Impact Report	July 2014
7	New Metro Green Line Station Impact Report	August 2014
8	Matrix of Challenges, Solutions and Additional Alignment Options	October 2014
9	Union Station Access Points Recommendations	December 2014
10	Northern Alignment Technical Analysis	December 2014
11	Travel Demand Model Methodology & Forecasts Report	March 2015
12	Travel Demand Forecasting Technical Memorandum	April 2015
13	Travel Demand Model Ridership Files	April 2015
14	Cost Methodology Report	May 2015
15	Cost Comparison Analysis Chapter	May 2015
16	Technical Refinement Study Executive Summary	June 2015
17	Final Refinement Study	July 2015

***** END OF STATEMENT OF WORK *****

**VII. CONSENT CALENDAR
ITEM F**

**Agreements for Engineering Services with
Southstar Engineering & Consulting and
KOA Consulting**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Agreements for Engineering Services with Southstar Engineering & Consulting and KOA Consulting

Background

As the Board is aware, Jerry R. Wood has retired as the COG's consultant engineer after 11 years of outstanding service. Mr. Wood submitted the names of several engineering firms with his recommendation as qualified successor engineering firms to carry on the many projects with which Mr. Wood was involved on behalf of the COG. COG staff interviewed the principals of the firms submitted by Mr. Wood and are recommending that the Board retain the services of two firms, each having particular strengths that would work in concert to continue the COG's substantial engineering work.

Southstar Engineering & Consulting

The first firm recommended for the Board's approval is Southstar Engineering & Consulting. Southstar's President, Yvette M. Kirrin, is well known to the Board, having served the past several years as the Executive Director and Authority Engineer for the I-5 Joint Powers Authority. Ms. Kirrin's proposal and resume are attached to this report. Ms. Kirrin has extensive engineering and design experience in addition to project management, stakeholder and public communication skills and widely recognized.

KOA Consulting

The second firm recommended for the Board's approval is KOA Consulting. The principal of KOA Consulting is Kekoa Anderson, who brings broad based knowledge and experience in highway engineering and design, as well as transit and rail, high speed rail, arterial street and related experience. Additionally, Mr. Anderson brings extensive experience in environmental planning and compliance experience.

Recommended Action

Approve the attached agreements for consultant engineering services with Southstar Engineering & Consulting and KOA Consulting.