

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

Wednesday, December 6, 2006

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 November 1, 2006, are presented for approval. Approval receives and files the minutes of November 1, 2006, Board of Directors meeting.
- B. Approval of Warrant Register - Request for Approval of Warrant Register dated December 6, 2006
- C. October 2006 Local Agency Investment Fund Statement
- D. Status Report on Gateway Cities Clean Air Program
- E. Status Report from Lobbyist, Government Relations Consultants
- F. Status Report from Media Relations, Natural Marketing Inc.
- G. Approval of SR-91/I-605/I-405 Implementation Agreement Between Gateway Cities COG and SR-91/I-605/I-405 Cities
- H. Contract Agreement for Consulting Services by and Between Gateway Cities Council of Governments and Jerry R. Wood, Consultant
- I. Amendment to Conflict of Interest Code – Resolution No. 2006-04
- J. Amendment to Agreement for Lobbying Services Between Government Relations Consultants and Gateway Cities Council of Governments
- K. Request to Participate in the I-710 EIR/EIS Project by the City of Signal Hill

CONSENT CALENDAR ACTION:
A MOTION TO APPROVE THE RECOMMENDATIONS FOR CONSENT CALENDAR ITEMS A THROUGH K.

VIII. REPORTS

- A. SCAG OWP Project for Fiscal Year 2007-2008 - San Gabriel Valley/Gateway Cities Collaborative – Cargo Movement Corridor Study

3 Min SUGGESTED ACTION: A MOTION TO APPROVE RECOMMENDATION

- B. Comments on the Draft 2007 AQMP and Notice of Preparation

3 Min SUGGESTED ACTION: A MOTION TO APPROVE RECOMMENDATION

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

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

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

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

E. Matters from California Contract Cities Association – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

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

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

G. Matters from the Orangeline Maglev – Oral Report

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

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

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

IX. REPORTS FROM COMMITTEES

A. Report from the Conservancy Committee

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/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/GIVE DIRECTION TO STAFF

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

3 Min SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

D. Report from the Transportation Committee – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

E. Report from the Housing Committee – Oral Report

3 Min

SUGGESTED ACTION: A MOTION TO RECEIVE AND FILE/GIVE DIRECTION TO STAFF

X. MATTERS FROM THE BOARD OF DIRECTORS

XI. MATTERS FROM PRESIDENT

A. Invitation to Serve on the SCAG Policy Committee - CEHD Committee has Two Vacancies

XII. ADJOURNMENT

NOTICE: New items will not be considered after 9:00 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, January 3, 2007, 9:00 a.m.

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 MEETING
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
November 1, 2006**

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

PRESENT: President Larry R. Nelson, City of Artesia
Member Mario Beltran, City of Bell Gardens
Member Paul Bowlen, City of Cerritos
Nancy Ramos, City of Commerce
Member Frank Gurule, City of Cudahy
Member Meredith Perkins, City of Downey
Member Stan Carroll, City of La Habra Heights
Member Diane DuBois, City of Lakewood
Member Bonnie Lowenthal, City of Long Beach
Member Patrick O'Donnell, City of Long Beach
Member Felipe Aguirre, City of Maywood
Member Gene Daniels, City of Paramount
Member Ron Beilke, City of Pico Rivera
Member Betty Putnam, City of Santa Fe Springs
Member Edward H. J. Wilson, City of Signal Hill
Member Gil Hurtado, City of South Gate

ABSENT: First Vice President Elba Guerrero, City of Huntington Park
Second Vice President John Pratt, City of Bellflower
Immediate Past President Greg Nordbak, City of Whittier
Member Bob Kennedy, City of Avalon
Member George Mirabal, City of Bell
Member Lillie Dobson, City of Compton
Member Leonard Chaidez, City of Hawaiian Gardens
Member Pete Dames, City of La Mirada
Member Fernando Pedroza, City of Lynwood
Member Jeff Siccama, City of Montebello
Member Gordon Stefenhagen, City of Norwalk
Member William Davis, City of Vernon
Member Don Knabe, Los Angeles County Board of Supervisors
Ex Officio Member Kerry Cartwright, Port of Long Beach

ALSO PRESENT: Downey Director of Public Works Desi Alvarez; Downey Assistant to the City Manager Scott Pomrehn; La Mirada Director of Public Works Steve

Forster; Lakewood Director of Community Development Charles Ebner; Long Beach Manager of Government Affairs Tom Modica; Connie Sziebl, Field Representative for Supervisor Don Knabe; Ernest T. Morales, MTA Gateway Cities Director; Alex Clifford, General Manager, Metro Gateway Cities Service Sector; David Hershenson, Community Relations Manager, Metro; Mike Sieckert, Planning Manager, Metro Gateway Cities Service Sector; Darin Chidsey, Member Relations Officer, SCAG; Patrician Price, Senior Public Information Specialist, South Coast AQMD; Ed Eckerie, Program Supervisor, South Coast AQMD; Kristine Guerrero, Public Affairs, League of California Cities; Luis Cetina, Senior Government Representative, Metropolitan Water District; Jerry Wood, Executive Director, I-5 Joint Powers Authority; GCCOG General Counsel Richard D. Jones; GCCOG Executive Director Richard Powers; GCCOG Deputy Executive Director Jack Joseph; GCCOG Director of Program Development Deborah Chankin.

Roll was taken through self-introductions.

Member Beltran led the pledge of allegiance.

The Executive Director requested that item G on the consent calendar, relating to the COG Conflict of Interest Code, be removed from the agenda, and that items H and I be continued to next meeting. He referred to consent calendar item F and said that Natural Marketing had submitted a letter requesting suspension of their contract as of December 31, 2006, and that it should be considered as part of that item. It was the consensus of the Board of Directors to amend the agenda as requested by the Executive Director.

No one wished to speak during public comments.

The Executive Director acknowledged receipt of a letter from the City of Whittier expressing opposition to Proposition 90 on the November ballot. He reported on the tour of homeless shelters scheduled for the Ad Hoc Committee on Homelessness. He said that Texas Transportation Institute of A & M University (TTI), would out to meet with staff in December on alternative technologies and would like to appear before the Board in January. The Executive Director said that the quarterly newsletter of the COG was now available and distributed a copy of the group picture of the Board taken at the previous month's meeting.

It was moved by Member Wilson, seconded by Member Lowenthal, to approve consent calendar items A through F as presented. The motion was approved unanimously.

The Director of Program Development presented a report on the Regional Housing Needs Assessment (RHNA) process. She said that housing needs will be based on the growth forecast prepared by SCAG. She said that SCAG would be holding a workshop for the Gateway Cities subregion on Monday, November 6th. She announced that the SCAG Community, Economic, and Human Development Committee would be considering a number of relevant policies at its meeting tomorrow. She said she would be available after the meeting to answer any questions that individual Board members may have.

The Executive Director said that it is important that city staff from all of the member cities attend the November 6th meeting to confirm the maps and data that SCAG will be using to make the growth projections.

It was moved by Member DuBois, seconded by Member Ramos, to receive and file the report. The motion was approved unanimously.

The Executive Director reported that the South Bay Council of Governments is once again requesting a contribution of \$2,500 to assist in its efforts to pass legislation increasing city membership on the Board of Directors of the South Coast Air Quality Management District. Similar legislation was narrowly defeated in the most recent legislative session. It was moved by Member Putnam, seconded by Member O'Donnell, to approve the request from the South Bay Council of Governments. The motion was approved unanimously.

The Executive Director reported that the State had combined groundwater, storm water, and habitat issues, three areas not previously combined, into the requirements for the Integrated Regional Water Management Plan (IRWMP). He said that the COG Board had previously appointed staff from the cities of Downey, Paramount, and Lakewood to represent the COG on the IRWMP Steering Committee for the Lower Los Angeles and San Gabriel Rivers Watershed subregion (the City of Long Beach has its own seat). He said that what is currently before the Board is a Memorandum of Understanding that establishes an IRWMP that pertains only to the implementation of Proposition 50. He said the larger planning issues would be addressed later. He recommended that the Board approve the MOU and authorize Downey Public Works Director Desi Alvarez to sign the MOU on behalf of the COG.

The Executive Director asked Mr. Alvarez to address the Board regarding the proposed MOU. Mr. Alvarez said that the IRWMP MOU is the mechanism for the distribution of Proposition 50 resources to the subregion. He said the MOU leaves open the opportunity for other agencies to join. President Nelson asked if that would cause the agreement to lead into other areas. Mr. Alvarez responded that the MOU pertains only to Proposition 50.

Member Wilson asked how this MOU tied in with previous discussions on the subject of IRWMP. The Director of Program Development responded that this agreement is the one that was identified during those discussions as being in the process of development.

It was moved by Member Wilson, seconded by Member DuBois, to approve the Integrated Regional Water Management Plan Memorandum of Understanding and to authorize Desi Alvarez to sign on behalf of the COG. The motion was approved unanimously.

Darin Chidsey, SCAG, said that he wanted to reiterate how important the SCAG RHNA workshop of November 6th would be. He said that the SCAG growth forecast would extend out to the year 2035, and that the RHNA process would go out to 2014. He said it is very important to get the cities' evaluation of the data. He said that, in addition to the mailed announcements of the meeting, phone calls have been made to all of the cities and to the County for the unincorporated areas. It was the consensus of the Board to receive and file

the report.

Kristine Guerrero, League of California Cities, thanked all who had participated in the recent golf tournament to support the effort to defeat Proposition 90. She said that she would have packets regarding Proposition 90 available after the meeting. She announced the League's Legislative Action Day to be held in Anaheim on November 16th. She reported that the Fair Political Practices Commission had made available an online training course intended to satisfy the requirements of AB 1234.

Member Carroll asked where the polls stand with regard to Proposition 90. Ms. Guerrero responded that the most recent poll was 46%-42% in favor of Proposition 90, but that awareness of its effects was rising.

There was no report from the California Contract Cities Association.

Jerry Wood, Executive Director of the I-5 Joint Powers Authority, gave a status report on the I-5 project. He said that the EIR/EIS covering the length of freeway from the Orange County line to I-605 had been publicly released this week. He said a public hearing would be held on December 12th. He said that the plans for the Carmenita Road bridge were now 60% complete and that work on the EIR/EIS for the northern extension of the project would begin after the first of the year.

There was no report from the Orangeline Development Authority.

Patrician Price, South Coast Air Quality Management District, gave a report on the activities of the Air District. She said that every three to five years the SCAQMD updates its Air Quality Management Plan (AQMP), and that the 2007 draft had been recently released. She said a series of public workshops should begin in January. She encouraged participation in those workshops, which will be very important because of the stiff new federal regulations. She distributed a summary and compact disk regarding the draft 2007 AQMP. She said that cities' and counties' participation in voluntary programs helps ensure compliance with the State plan.

Ms. Price introduced Ed Eckerie of the SCAQMD staff, who would be available to answer any questions regarding the draft AQMP. The Executive Director reported that City Managers Steering Committee Chairman Ken Farfsing had agreed to attend a workshop in Diamond Bar regarding the draft AQMP.

It was moved by Member Daniels, seconded by Member Wilson, to receive and file the report. The motion was approved unanimously.

Member Wilson presented a report from the Conservancy Committee. He said that the Conservancy Board had approved the IRWMP MOU. He said that the RMC Board was no longer considering the duck farm as a site for RMC offices, but instead was being planned for a riparian habitat, river vista points, a visitor center, a wildflower meadow, a community garden, and equestrian center. He said that the feasibility study for the restoration of

Colorado lagoon in Long Beach had been completed. It was moved by Member Gurule, seconded by Member Bayer, to receive and file the report. The motion was approved unanimously.

Jerry Wood presented a report from the I-710 EIR/EIS Project Committee. He said that the Request for Proposals for the EIR/EIS should be out by mid-month, with proposals due after the first of the year. It was moved by Member Gurule, seconded by Member Hurtado, to receive and file the report. The motion was approved unanimously.

Jerry Wood presented a report from the SR-91/I-605 Corridor Cities Committee. He said that he is preparing a Regionally Significant Transportation Improvement Study (RSTIS) through SCAG, which starts the Major Corridor Study process. It was moved by Member Gurule, seconded by Member Bayer, to receive and file the report. The motion was approved unanimously.

Member Lowenthal presented a report from the Transportation Committee. She said that the Committee had held a discussion regarding the MTA's Congestion Mitigation Program. She said that Bellflower City Manager Mike Egan addressed the Committee concerning his misgivings about the proposed fee and what it could mean to cities. She said that the Committee had voted to recommend that the Board direct staff to draft a letter for review by the City Managers Steering Committee containing a policy statement expressing the COG's concerns regarding the proposed Congestion Management Fee. It was moved by Member Lowenthal, seconded by Member Ramos, to approve the recommendation of the Transportation Committee. The motion was approved unanimously.

There was no report from the Housing Committee.

Member Daniels commented on how the sound quality in the room had been greatly improved.

There were no matters from the President.

Adjournment: The meeting was adjourned by consensus at 6:58 p.m.

Respectfully submitted,

Richard Powers, Secretary

VII. CONSENT CALENDAR
ITEM B
Approval of Warrant Register

**VII. CONSENT CALENDAR
ITEM C
2006 Local Agency Investment Fund
Statement**

OFFICE OF THE TREASURER
SACRAMENTO

Local Agency Investment Fund
 PO Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001
 www.treasurer.ca.gov/pmia-laif



October, 2006 Statement

GATEWAY CITIES COUNCIL OF GOVERNMENTS
 Attn: TREASURER
 16401 PARAMOUNT BOULEVARD
 PARAMOUNT CA 90723

Account Number : 40-19-045

Transactions

<u>Effective Date</u>	<u>Transaction Date</u>	<u>Tran Type</u>	<u>Confirm Number</u>	<u>Authorized Caller</u>	<u>Amount</u>
10-06-2006	10-05-2006	RW	1092345	JACK JOSEPH	- 450,000.00
10-11-2006	10-10-2006	RW	1092677	JACK JOSEPH	- 240,000.00
10-13-2006	10-12-2006	QRD	1093778	SYSTEM	37,056.27
10-18-2006	10-18-2006	RW	1096009	JACK JOSEPH	- 300,000.00

Account Summary

Total Deposit :	37,056.27	Beginning Balance :	1,678,887.20
Total Withdrawal :	- 990,000.00	Ending Balance :	725,943.47

**VII. CONSENT CALENDAR
ITEM D**

**Status Report on Gateway Cities Clean Air
Program**

TO: Board of Directors
FROM: Richard Powers
SUBJECT: Status Report on Clean Air Program

This report provides a status report on the Clean Air Program for the month of November 2006.

Status of Fleet Modernization and Potential Port Truck Retrofit Program

As of November 27, 2006, we have made awards for approximately 520 replacement trucks, with total awards at \$16.523 million. For the POLA-funded program, all currently allocated incentive funds are now depleted, and we are awaiting potential new funding allocations (discussed further). For the MSRC program, we made five awards during November, reflecting a sudden upturn in activity that may be partially attributable to the lack of funds under the POLA program. For both programs, we are continuing to work with any applicants and participants needing assistance with meeting program guidelines and requirements. And, per a joint request from POLA and POLB, we are working to help develop detailed clean truck programs under the San Pedro Bay Ports Clean Air Action Plan.

Highlights about these many activities are provided below.

Port of Los Angeles (POLA) Program

The POLA-funded portion of the CAP has scrapped approximately 377 pre-1987 trucks and replaced them with 1994 or newer trucks. Emissions factors continue to evolve, and each project is different, but we currently estimate that each newer truck reduces NOx and PM by an average of about 0.35 and 0.05 tons per year, respectively.

The COG team continued the fast pace for awards under POLA funding during the month of November. As predicted in the last monthly report, POLA incentive funds were exhausted as of November 27, 2006. The COG team have informed POLA management of this situation, and "bridge" funding is being considered. In mid November, the COG team attended an invitation-only meeting between the two ports and PierPass to begin framing the San Pedro Bay Ports Truck Replacement Program envisioned in the Clean Air Action Plan. The specific focus was upon a program whereby fees would be collected at the port terminals by PierPass, and these fees would be transferred to the COG for implementation of the truck replacement program. It is envisioned that a multi-party agreement between the two ports, PierPass, and the COG will be required. Also during this meeting, the ports asked the COG to serve as an independent third party that can commission a much-needed economic study on independent owner-operator truckers who dominate drayage hauling. Additional meetings are being planned to further discuss these issues (see below).

On November 20, 2006, the Harbor Commissioners of POLA joined with those from POLB

to formally adopt the proposed San Pedro Bay Ports Clean Air Action Plan. Included in the motion to approve was an amendment to provide an infusion of new funding for the Gateway Cities Clean Air Program to begin retrofitting at least 500 port trucks with diesel particulate filters. Although few details were provided, it is clear that the COG team has been asked to prepare a proposal to the two ports. Since more details are needed to write the proposal, a meeting has been scheduled among staff members of the two ports and the COG team, to take place on Tuesday, November 28.

In addition to the retrofit program, it appears that the two Ports also want the Gateway COG team to begin developing a new fleet modernization program to replace thousands of pre-1993 port trucks (i.e., those that can't be retrofitted). A second objective of the November 28 meeting will be to discuss possible "bridge" funding to continue the existing Gateway Cities fleet modernization program until the new, larger-scale San Pedro Bay Ports truck replacement program can be planned and implemented (expected for about mid 2007). The following day (November 29th), the COG team will participate in a teleconference to further explore the economic study on port truckers that the two ports have requested.

Mobile Source Emissions Reduction Review (MSRC) Program

The Gateway Clean Air Program received a grant of \$1.75 million from the MSRC to implement a new phase of fleet modernization awards targeting truckers in all four counties of the South Coast Air Basin. MSRC-funded awards specifically target truckers who meet basic program requirements and can also qualify as MSRC "Goods Movement Drivers." As of November 27, 2006, a total of 23 awards have been made under MSRC funding (after backing out last-minute cancellations), expending \$746,607. This includes four new awards in November.

On November 17th, the COG's technical contractor met with members of the MSRC Technical Advisory Committee (Heavy-Duty Subcommittee). The purpose of the meeting was to update this subcommittee on the program to date, and discuss possible options to modify the program. The Subcommittee members voted to continue the current program, with one simple change that does not require a contract amendment. However, the subcommittee wants to reconsider other possible changes in about two months, assuming that MSRC incentive funds are not fully depleted by then.

Installation of Automatic Vehicle Locators and Diesel Emissions Control Systems

AVLs - We continue to install Automatic Vehicle Locators (AVLs) on all replacement trucks to track where they are operated. To date, 223 AVLs have been installed or scheduled for installation (all programs to date). For each AVL-equipped truck, we are now receiving automatic data reports on mileage driven. Results continue to be within expectations; AVL data indicate that the majority of participants are achieving at least 85% of their driving miles within the South Coast Air Basin, as program guidelines dictate. Working with the AVL vendor can be challenging at times. The vendor has expert staff for providing GPS-based technology, but they are less effective at timely reporting of data for a fleet modernization program. In addition, many of the installed AVLs have needed replacement

(under warranty), which creates complications because the truckers must be contacted and scheduled for a change out of hardware on their trucks.

Diesel Emissions Control Systems - As previously reported, the COG team has transitioned away from so-called "level 1" retrofit devices (25% reduction in particulate matter from the replacement truck), and has been investigating the feasibility of installing "level 3" retrofit devices instead (85% PM reduction). However, actual installation of level 3 devices cannot begin until it can be verified that exhaust temperatures are sufficiently high to ensure that they will work properly. Port management has authorized the COG technical contractor to "datalog" up to 30 port trucks to assess exhaust temperature trends. This effort is being cost-shared by POLA through the existing Gateway program and POLB through its air quality technical support contract. As exhaust temperature datalogging of port trucks has not yet been done, this is a ground-breaking effort for the Gateway Cities Clean Air Program. The results will have major implications to the current POLA-funded Gateway Cities fleet modernization program, as well as the much larger-scale San Pedro Bay Ports program.

Outreach Activities

During the month of November, the COG outreach team was fairly quiet due to the fact that POLA funds were essentially depleted. On November 18th, the team conducted an outreach meeting with ULS Express, during which the GCCOG's fleet modernization program was discussed (because of the shortage of grant funding at this time, the speakers emphasized the SCAQMD fleet modernization program). In addition, the outreach team followed up on Port of Los Angeles pre-qualification forms that had been filled out by truckers working for two trucking companies that were contacted in October (Gold Point and Inner City).

Anticipated Activities for December 2006

It is anticipated that the COG team will meet with staff from both ports to plan out the large-scale port truck retrofit and replacement programs as described in the San Pedro Bay Ports Clean Air Action Plan. A proposal will be prepared and submitted to the ports for consideration. In addition, the COG team will plan how to implement the requested economic study.

Current contractual arrangements for the COG's consulting team expire on December 31, 2006. As the full structure of the San Pedro Bay Ports plan emerges over the next few weeks, much more will be known about how to proceed with new arrangements. It is anticipated that new action items will be brought forth at the January meeting.

**VII. CONSENT CALENDAR
ITEM E**

**Status Report from Lobbyist,
Government Relations Consultants**

G O V E R N M E N T R E L A T I O N S C O N S U L T A N T S

To: Richard Powers
Gateway Cities Council of Governments

From: Allynn Howe
Government Relations Consultants

November 21, 2006

Monthly Report

Elections

The November elections have created a dramatic shift in Congressional power way beyond a change in the controlling parties in Congress. California has improved their position considerably.

SENATE:

Senator Barbara Boxer (D-CA) has become the Chair of the full Committee on Environment and Public Works in the Senate. As you know, the Senate Committee on Environment and Public Works has jurisdiction over all construction and maintenance of highways and environmental policy (including Clean Air, Clean Water and all environmental aspects of deep water ports). Sen. Boxer takes over from Senator James Inhofe (R-OK). Sen. Boxer will also continue to be a member of the Committee on Commerce, Science and Transportation and a member of the subcommittee on Transportation (with jurisdiction over Transportation, highway safety, railroads, buses, trucks, vessels, etc.). Senator Diane Feinstein will take over as Chair of the Senate Rules Committee. Sen. Feinstein will continue as a member of the Appropriations and Judiciary Committees but will not continue as a member of the Energy and Natural Resources Committee.

HOUSE:

Rep. Nancy Pelosi (D-CA 8) will be the new Speaker of the House. Rep. George Miller (D-CA) will become Chair of the Education and Workforce Committee. Rep. Henry Waxman (D-CA) will become Chair of the Government Reform Committee. Rep. Juanita Millender-McDonald (D-CA) will become Chair of the House Administration Committee. Rep. Tom Lantos (D-CA) will become Chair of the International Relations Committee. At this point the new subcommittee chairs are less clear, but Reps. Roybal-Allard (Appropriations), Millender-McDonald (Transportation & Infrastructure), Sanchez, Napolitano and Becerra (Ways & Means) have greatly improved their strength in the 110th Congress.

Appropriation Bills

Most of the FY 07 Appropriations bills (other than Defense and Homeland Security) have not passed. Congress reconvened after the election on November 13 and passed another extension of the short term continuing resolution (CR), funding the government at FY 06 levels through December 8th. These CRs are “clean” of any efforts to increase spending either through program changes or earmarks. Congress is scheduled to reconvene the week of December 4th to either pass a new extension of the CR through January of 2007 or to pass separate appropriations bills. With nothing on the schedule for the week of the 11th, Congress is not likely to spend the time needed to pass individual appropriations for the agencies. When the new leadership is sworn in January 5, 2007 they will likely have to take up the business of passing all of the remaining appropriations bills possibly in the form of an Omnibus Resolution. If this happens, funding will be ratcheted up to the FY 07 proposed levels. This process of crafting an Omnibus Resolution could take a month or more to complete.

GATEWAY CITIES ISSUES

TEA-LU authorized projects are likely to remain fully funded in FY 07. The fate of earmark requests listed below is unclear.

Distressed Neighborhood Initiative: \$500,000

Truck Inspection Station: \$5 million

I-605/SR-91: \$5 million

TEXAS TRANSPORTATION INSTITUTE

The Texas Transportation Institute (TTI) is a cutting edge research think tank that utilizes a cooperative relationship with Texas A & M University to produce solutions to major transportation problems. TTI has been studying transportation issues for over 50 years and their research is highly regarded both in Washington and across the nation.

On November 14, 2006, I met with Dr. Stephen Roop and Dr. Dennis Christiansen who are studying freight mobility issues. TTI has been looking at potential solutions to the freight mobility problems facing Los Angeles and Long Beach.

**VII. CONSENT CALENDAR
ITEM F**

**Status Report from Media Relations,
Natural Marketing Inc.**



November 27, 2006

MEMORANDUM

TO: Richard Powers, Executive Director
Gateway Cities Council of Governments

FROM: Natural Marketing, Inc.

RE: GCCOG Public Relations and Marketing Report – November 2006

Activities – November 2006

- Design/Concept Development - Provided direction to the graphic designer for the functionality and user interface along with design objectives, supervised creation of a new site map/outline with navigation bar and sub-pages, and provided direction and themes for images and illustrations.
- Copywriting/Editing – Edited, compiled and assembled the written content for each page and sub-page; assisted with collecting and editing of existing documents, reports and summaries into cohesive and consistent content.
- Art Direction - Acted as ongoing liaison with the technical graphic designer, AM Studios, providing direction on color palette, font type/size, application of 'flash' animation, photography selection and placement, copy placement, overseeing the consistency of design elements.

**VII. CONSENT CALENDAR
ITEM G**

**Approval of SR-91/I-605/I-405
Implementation Agreement Between
Gateway Cities COG and SR-91/I-605/I-
405 Cities**

TO: Board of Directors

FROM: Richard Powers

SUBJECT: Approval of SR-91/I-605/I-405 Implementation Agreement Between Gateway Cities COG and SR-91/I-605/I-405 Cities

Background

As you know, the SR-91/I-605/I-405 Corridor Cities Committee has voted to proceed with a Major Corridor Study. As was the case with the I-710 Major Corridor Study, the twelve SR-91/I-605/I-405 Corridor Cities and the County of Los Angeles will participate in the SR-91/I-605/I-405 Major Corridor Study through the execution of an Implementation Agreement with the Gateway Cities Council of Governments.

The attached Implementation Agreement has been reviewed by the General Counsel and the city managers of the SR-91/I-605/I-405 cities. The Implementation Agreement provides for membership on the SR-91/I-605/I-405 Oversight Policy Committee by one member of the city council, and for membership on the SR-91/I-605/I-405 Technical Advisory Committee by a public works officer or engineer appointed by the city manager. The Gateway Cities COG will provide staff support to these committees, as well as to any community advisory committees that are created. The Implementation Agreements call for each participating city and the County of Los Angeles to provide an annual contribution of \$20,000 towards these efforts.

Recommended Action

Approve SR-91/I-605 Implementation Agreement and authorize distribution to the 91/605/I-405 Corridor Cities and the County of Los Angeles.

**SR 91/I-605/I-405 MAJOR CORRIDOR STUDY
IMPLEMENTATION AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF _____**

THIS SR 91/605/405 MAJOR CORRIDOR STUDY IMPLEMENTATION AGREEMENT (this "Agreement"), is made and entered as of the ____ day of ____, 2006, by and between ("Gateway") and the City of _____ a municipal corporation ("City") collectively the "parties";

WITNESSETH:

In consideration of the mutual covenants and conditions set forth herein, the parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- (a) The cities along the SR-91, I-605 and I-405 Corridors ("91/605/405 Corridor") continue to experience a tremendous increase in traffic congestion within these freeway corridors along with the other Southeast Los Angeles County freeway corridors (I-405 and I-105) as well; and
- (b) The increasing traffic congestion continues to tax the capacity of the freeways and arterial roads in Southeast Los Angeles County; and
- (c) Actual and projected growth in population and the movement of goods through the Southeast Los Angeles County corridors and arterial highways to and from the region's ports significantly continue to impact the safety, economic viability and quality of life in cities and communities in Southeast Los Angeles County; and
- (d) A Comprehensive Needs Assessment was prepared at the request of the local cities that identified that significant transportation (and other environmental impacts) will occur now and in the future to the freeway corridors and arterial highways in Southeast Los Angeles County; and
- (e) The recommendation following the acceptance of the Needs Assessment was to proceed with a Major Corridor Study that would address the freeway corridors in Southeast Los Angeles County; and

- (f) Additional studies are (or will be in the near future) underway in the vicinity of Southeast Los Angeles County that will affect its transportation system, including, but not limited to:
 - (1) I-710 EIR/EIS
 - (2) OCTA/MTA Transportation Coordination Study
 - (3) Multi-County Goods Movement Action Plan
 - (4) I-5 EIR/EIS's
 - (5) OCTA Freeway Improvement Projects (SR-91, SR-22 and I-405)
 - (6) Alternative Goods Movement Technology Studies
- (g) At the request of the local cities, the GCCOG has submitted a request to SCAG to initiate a Regionally Significant Transportation Investment Study (RSTIS) Peer Review, which is the first step toward a Major Corridor Study for Southeast Los Angeles County and inclusion of this area in the Regional Transportation Plan; and
- (h) A Major Corridor Study is needed to address the transportation system in Southeast Los Angeles County, including initial coordination and feasibility studies that will be required in advance of the RSTIS and MCS to provide the necessary coordination with all the previously listed studies and to initiate the MCS; and
- (i) The parties hereto are each a governmental entity established by law with full powers of government in legislative, administrative, financial , and other related fields; and
- (j) Section 21 of that certain Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (the "JPA"), to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing Gateway to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and
- (k) The costs incurred by Gateway for the Study, including indirect costs, shall be assessed only to those Members who are parties to an Implementation Agreement; and
- (l) City, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement and initiate the Major Corridor Study and is in furtherance of the public interest, necessity and conveyance.

Section 2. Committees.

(a) 91/605/405 Corridor Cities Committee. There is hereby established a committee to be known as the 91/605/405 Corridor Cities Committee. The 91/605/405 Corridor Cities Committee shall consist of an elected member of the legislative body of each Party that has entered into this Implementation Agreement with Gateway, designated by the respective legislative bodies. The 91/605/405 Corridor Cities Committee will work in coordination with the 91/605/405 Corridor Technical Advisory Committee to provide policy assistance, guidance and direction to the Gateway Cities COG as administrator of this Agreement.

(b) 91/605/405 Corridor Technical Advisory Committee. There is hereby established a committee to be known as the 91/605/405 Corridor Technical Advisory Committee. The 91/605/405 Corridor Technical Advisory Committee shall consist of a representative of the legislative body of each Party that has entered into this Implementation Agreement with Gateway designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representatives shall be the Public Works Director or the equivalent for each Party. The 91/605/405 Corridor Technical Advisory Committee shall report to and receive feedback from the 91/605/405 Corridor Cities Committee.

Section 3. Implementation of Major Corridor Study. The City authorizes Gateway to implement and initiate a Major Corridor Study for the freeway corridors in Southeast Los Angeles County, including initial feasibility studies (as approved by the Corridor Cities and Technical Advisory Committees) required to coordinate with other regional transportation studies. Further, the City authorizes the Gateway to submit and process a RSTIS Peer Review request to SCAG and obtain approval to include these freeway corridors in the Regional Transportation Plan and to request funding and partnering with other public transportation agencies for the Major Corridor Study (Caltrans, SCAG and Metro).

Section 4. Assessment for Proportional Costs of Study. The City agrees to pay to Gateway upon execution of this Agreement an annual assessment in the amount of \$20,000 for City's proportional share of the projected costs of the Study.

Section 5. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days written notice thereof.

Section 6. Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the Ralph M. Brown Act, Government Code Section 54950 et. seq., as amended from time to time, the judicial interpretation thereof, specifically including but not limited to Section 54952.3, and all other applicable laws regulating the conduct of meetings of the legislative body of a local public agency.

Section 7. Miscellaneous.

(a) Compensation and Expense Reimbursement. All members of the 91/605/405 Corridor Cities Committee shall receive a stipend of one **hundred dollars** (\$100) for attendance at each meeting. Each member of the Board shall be reimbursed for reasonable and necessary expenses actually incurred by such member in the conduct of business related to the purposes of this Agreement, pursuant to an expense reimbursement policy established by the Gateway Cities COG prior to such expenses being incurred.

(b) Amendments. This Agreement may be amended by written agreement of the Parties hereto.

(c) Hold Harmless and Indemnification. To the fullest extent permitted by law, City and Gateway agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

(d) Party Action. Unless otherwise provided in this Agreement, any action of a Party required or authorized in this Agreement shall be by appropriate legislative action of the governing body of such Party.

(e) Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed to the Members, and shall be deemed to have been received by the Member to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent in the aforesaid manner:

To Gateway: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Attention: Richard Powers

To City: _____

(f) Waiver Waiver by a party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

(g) Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

(h) No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(k) Litigation/Proceeding Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable fees, costs and expenses, in addition to any other relief to which it may be entitled.

(l) Successors. This Agreement shall be binding upon and injure to the benefit of any successor of a Member.

(m) Assignment and Delegation. The Members shall not assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members.

(n) Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

(o) Execution. The legislative bodies of the parties hereto each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed ;the day and year first written above.

CITY OF _____

By: _____
Mayor

ATTEST:
City Clerk

By: _____

APPROVED AS TO FORM:

City Attorney

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

Larry R. Nelson, President

ATTEST:

Richard Powers, Secretary

APPROVED AS TO FORM

Richard D. Jones, Legal Counsel

**VII. CONSENT CALENDAR
ITEM H**

**Contract Agreement for Consulting
Services by and Between Gateway Cities
Council of Governments and
Jerry R. Wood Consultant**

TO: Board of Directors

FROM: Richard Powers

SUBJECT: Contract Agreement for Consulting Services by and Between Gateway Cities Council of Governments and Jerry R. Wood Consultant

Background

Since August 6, 2003, the Gateway Cities COG has contracted with Jerry R. Wood for consultant engineering services. The original agreement pertained to services related to the development of a "hybrid" alternative under the I-710 Major Corridor Study. Since then, the agreement has been amended several times to allow for Mr. Wood to provide engineering support in other aspects of the I-710 project, the SR-91/I-605 Needs Assessment project, and other general engineering needs of the COG.

The General Counsel has recommended that the various amendments to the original agreement with Jerry R. Wood be replaced by a new agreement which encompasses the different areas of engineering support that Mr. Wood provides to the COG directly or through sub-consultants. The attached agreement was drafted by the General Counsel's office and is recommended for your approval.

The new agreement specifies that any sub-consultants retained by Mr. Wood must be given prior approval by the COG. The amount of the agreement for the current fiscal year is in a not to exceed amount of \$180,000, inclusive of sub-consultants, and is consistent with the budget adopted by the Board of Directors for Fiscal Year 2006-07.

Recommended Action

Approve the attached agreement for consultant engineering services with Jerry R. Wood.

**AGREEMENT FOR CONSULTING SERVICES
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
JERRY R. WOOD**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into as of July 1, 2006, by and between the Gateway Cities Council of Governments, a joint powers authority organized and existing pursuant to the laws of the State of California ("Agency") and Jerry R. Wood, an individual ("Consultant").

WITNESSETH:

WHEREAS, Agency requires the professional services of a qualified consultant in connection with providing the services described herein below; and

WHEREAS, Consultant represents that Consultant is qualified and willing to perform the professional services required herein; and

WHEREAS, Agency and Consultant desire to enter into this Agreement to set forth their rights, duties, and liabilities in connection with the performance of such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

Section 1. Defined Terms. Unless the context otherwise requires, the terms defined in this Agreement shall, for all purposes of this Agreement and of any amendment hereto, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

Section 2. Term of Agreement. Subject to Section 20 of this Agreement, the term of this Agreement shall commence as of July 1, 2006 and shall terminate on June 30, 2007.

Section 3. Scope of Services. Consultant agrees to perform services as Agency's Director of Transportation and Engineering. Consultant's duties as such will be designated by Agency, and Consultant shall perform such duties under Agency's direction. Included in Consultant's duties shall be the Scope of Work attached hereto as Exhibit "A" and made a part of this Agreement.

Section 4. Excusable Delays and Extension of Agreement. Neither Consultant nor Agency shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the parties. Such acts include, but are not limited to, acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If work is delayed at any time as a result of any of such acts, or by reason of a suspension order by Agency, or because of any other act of Agency or neglect by Agency, then Consultant shall be entitled to an extension of time to perform the work equivalent to the time actually lost by such delay.

Section 5. Non-Exclusive Agreement. Consultant acknowledges that Agency may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services. Agency acknowledges that Consultant may enter into other agreements to provide similar services to persons other than Agency.

Section 6. Compensation and Method of Payment. Agency agrees to pay Consultant in accordance with Exhibit "B" entitled "Staff, Compensation, and Method of Payment," attached hereto and made a part of this Agreement.

Section 7. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to Agency or its representative for inspection and/or audit at mutually convenient times for a period of three (3) years from the date this Agreement is terminated.

Section 8. Status of Consultant. Consultant is and shall at all times remain a wholly-independent contractor and not an officer, employee or agent of Agency. Consultant shall not obtain any rights to any benefits of any kind which accrue to Agency's direct employees, if any. Consultant expressly waives any claim to such rights except those specifically granted herein.

Section 9. Conflicts of Interest. Consultant covenants that neither it nor any officer, principal, agent or employee of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Agency. Consultant covenants further that neither it nor any officer, principal, agent or employee shall acquire any interest in property sold to or purchased or leased from Agency.

Section 10. Indemnification.

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the

extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, his officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including, but not limited to, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees or subconsultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of Agency to monitor compliance with these requirements imposes no additional obligations on Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Agency as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

Section 11. Insurance. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C," "Insurance Requirements," attached hereto and made a part of this Agreement.

Section 12. Nondiscrimination. Consultant shall not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual preference, age, marital status, physical handicap, or other prohibited grounds in the performance of this Agreement.

Section 13. Compliance with Law. The parties agree to be bound by all federal, state, and local laws and regulations applicable to performance of this Agreement.

Section 14. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. Agency has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not

assign or transfer any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of Agency's Executive Director. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling Agency to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 15. Termination of Agreement. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days written notice of termination. All property belonging to Agency shall be returned to Agency. Consultant shall immediately cease work and shall furnish a final invoice for work performed and expense incurred by Consultant and Agency shall pay said invoice within thirty (30) days thereof.

Section 16. Miscellaneous.

(a) Notices. All notices which any party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address

or at such other address as the parties may from time to time designate by written notice in the aforesaid manner:

To Agency: Gateway Cities Council of Governments
16401 Paramount Blvd.
Paramount, CA 90723
Attn: Executive Director

To Consultant: Jerry R. Wood
1318 N. Lincoln Ave.
Fullerton, CA 92831

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party to this Agreement and their respective heirs, administrators, representatives, successors, and assigns.

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the parties.

(d) Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Agency of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

(e) Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply to this Agreement.

(g) Attorneys' Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

(h) Entire Agreement. This Agreement, including the attached exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**

LARRY R. NELSON
President

ATTEST:

RICHARD R. POWERS
Secretary

APPROVED AS TO FORM:

RICHARD D. JONES
Legal Counsel

JERRY R. WOOD

EXHIBIT "A"

**2006/07 Gateway Cities Council of Governments
Engineering Support Services
Jerry R. Wood, P.E., Consultant
Scope of Work
I-710 & SR-91/I-605/I-405**

1. General Engineering and Support – The engineering services for this task include, but are not limited to the following:
 - a. Coordination with other COGs' and preparation of RFP for engineering support services.
 - b. Coordination with other public agencies (including, but not limited to, Caltrans, SCAG, MTA, ACTA, the ports) and other groups that the GCCOG does business with or coordinates with.
 - c. Air Quality Action Plan oversight, review and meetings. Development of future scopes of work, coordination with other agencies, etc.
 - d. Coordination with MTA/OCTA joint studies for LA/OC border.
 - e. Goods Movement Action Plans coordination, review of reports and meetings with other agencies.
 - f. Coordination and meetings with GCCOG staff on general transportation issues.
 - g. Coordination with other GCCOG consultants, such as Natural Marketing.
 - h. Presentations on behalf of GCCOG.
 - i. Miscellaneous coordination with GCCOG, including attendance at Board and Transportation Committee meetings and any coordination with local cities' staffs or elected officials.

2. I-710 EIR/EIS
 - a. Oversight and assistance for preparation of Scope of Work and consultant selection process along with participation, including meetings.
 - b. Participation in meetings once consultant has been selected, including scoping, team meetings, consultant meetings, community participation meetings, etc.
 - c. Review of work products produced by consultant with comments and suggestions.
 - d. Coordination and meetings with GCCOG staff.
 - e. Coordination and attendance at I-710 Executive Committee, Project Committee and Technical Advisory Committee meetings. Also

attendance with city councils and city staffs and other public agencies, as needed.

3. SR-91/I-605/I-405 Major Corridors Study and Feasibility Study – With the completion of the Needs Assessment, the next step suggested for this project is a feasibility study to examine some general options in order to address opportunities and constraints in concert with the I-710 EIR/EIS and the OCTA/MTA county border study. The effort would include the following:
 - a. Negotiations and meetings with SCAG, Caltrans and MTA to obtain funding and support for proceeding with the Major Corridor Study.
 - b. Preparation of reports and documentation to obtain approval of SCAG, MTA and Caltrans for the Major Corridor Study.
 - c. Preparation of an initial Feasibility Study that would include, but not be limited to, the following:
 - i. Existing right-of-way analysis to determine improvement feasibility within existing right-of-ways.
 - ii. Congestion “hot-spot” analysis, plans and cost estimates (builds on results of Needs Assessment Study).
 - iii. Examination of various options, “ideas” and concepts to expand the existing freeways and also locate other transportation modes such as alternative goods movement technologies.
 - iv. Preparation of base maps to be used for planning, meetings and coordination for all freeway corridors.
 - v. Limited initial “stakeholders” meetings to discuss options and ideas to address existing freeway deficiencies and transportation issues.
 - vi. Possible traffic modeling to coordinate traffic modeling efforts between I-710 EIR/EIS, SCAG, MTA and OCTA’s recently updated traffic model for Orange County.
 - d. Preparation of report.
 - e. Coordination and meetings with GCCOG staff.
 - f. Coordination and meetings with Policy Board, Technical Advisory Committee and city staffs and attendance at city council meetings, as needed.

EXHIBIT "B"

STAFF, COMPENSATION AND METHOD OF PAYMENT

Staffing

Tari Parsons will assist Jerry Wood. Ms. Parsons is an expert in computer operations and office support. She will provide all computer support and drafting required, preparation of materials for meetings and assistance for Mr. Wood at meetings if needed and do background research.

Compensation

The following compensation will be paid to Consultant:

Jerry R. Wood - \$125 per hour
Tari Parsons - \$75 per hour
Computer Staff Support Personnel - \$50 per hour
Office Staff Support Personnel - \$45 per hour

Reimbursable expenses will be charged at cost and include, but are not limited to, the following:

- Reproduction
- Travel

(Expenses other than reproduction will be reimbursed if prior approval is obtained from Agency's Executive Director.)

Method of Payment

Agency will compensate Consultant based on the preceding hourly rates on a time and materials basis based on monthly invoices detailing the services provided and the hours supplied for each service that are processed and approved by Agency's Executive Director.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Agency in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to Agency.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Worker's Compensation** as required by the state of California with employer's liability limits no less than \$1,000,000 per accident for all covered losses. However, Consultant will not be required to maintain worker's compensation insurance if Consultant does not have any employees.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and Agency agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability

- coverage required herein to include as additional insureds Agency, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against Agency regardless of the applicability of any insurance proceeds.
 3. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.
 4. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 5. All coverage types and limits required are subject to approval, modification and additional requirements by Agency, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect Agency's protection without Agency's prior written consent.
 6. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to Agency at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, Agency has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by Agency shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at Agency option.
 7. Certificate(s) are to reflect that the insurer will provide 30 days notice to Agency of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
 8. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to Agency.

9. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to Agency. At that time, Agency shall review options with Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
10. Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, Agency will negotiate additional compensation proportional to the increased benefit to Agency.
11. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
12. Consultant acknowledges and agrees that any actual or alleged failure on the part of Agency to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on Agency nor does it waive any rights hereunder in this or any other regard.
13. Consultant will renew the required coverage annually as long as Agency, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until Agency executes a written statement to that effect.
14. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five days of the expiration of the coverages.
15. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency, its employees, officials and agents.

16. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
17. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
18. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
19. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Agency or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Agency. It is not the intent of Agency to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Agency for payment of premiums or other amounts with respect thereto.
20. Consultant agrees to provide immediate notice to Agency of any claim or loss against Consultant arising out of the work performed under this Agreement. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

**VII. CONSENT CALENDAR
ITEM I**

**Amendment to Conflict of Interest Code –
Resolution No 2006-04**

TO: Board of Directors

FROM: Richard Powers

SUBJECT: Amendment to Conflict of Interest Code – Resolution No. 2006-04

Background

Subsequent to the Board's biennial review and amendment to the COG's Conflict of Interest Code on October 4 of this year, the County Board of Supervisors Executive Office has requested that the Board adopt some additional technical amendments revising the disclosure categories that various positions must report. The attached amended Conflict of Interest Code has been reviewed by the General Counsel and includes the changes requested by the County.

Recommended Action

Adopt the attached resolution amending the Conflict of Interest Code.

RESOLUTION NO. 2006-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AMENDING ITS CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act (Gov't Code §§ 81000, *et seq.*) requires the Gateway Cities Council of Governments to adopt a Conflict of Interest Code; and

WHEREAS, the County of Los Angeles, as the code reviewing body of the Gateway Cities Council of Governments' Conflict of Interest Code, has provided revised language for the Code; and

WHEREAS, the Gateway Cities Council of Governments desires to amend the Code in accordance with these revisions.

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

SECTION 1. Exhibit "A" to the Conflict of Interest Code is hereby amended as follows:

A. Category 2 of Disclosure Categories of the Conflict of Interest Code is hereby deleted in its entirety and replaced by the following:

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

B. Category 3 of Disclosure Categories of the Conflict of Interest Code is hereby deleted in its entirety and replaced by the following:

CATEGORY 3

Persons in this category shall disclose all income and business positions.

C. Category 5 of Disclosure Categories of the Conflict of Interest Code is hereby renumbered as Category 6. A new Category 5 shall read as follows:

CATEGORY 5

Persons in this category shall disclose all business positions, investments in, and income (including gifts and loans) received from for-profit and nonprofit entities that provide services of a type utilized by the COG or that are eligible to receive grants or other financial support from the COG.

SECTION 2. The table of Designated Positions and Disclosure Categories found in Exhibit "B" to the Conflict of Interest Code is hereby amended as follows:

<u>Designated Position</u>	<u>Disclosure Categories</u>
Executive Director/Secretary	1, 2, 3
Transportation Deputy	2, 3
Deputy Executive Director	4, 5
Director of Program Development	4, 5
(1) Consultants	6

SECTION 3. Except for those changes made in this resolution, all provisions of the Conflict of Interest Code shall remain in full force and effect.

SECTION 4. The Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED, and ADOPTED by THE BOARD OF DIRECTORS OF THE GATEWAY CITIES COUNCIL OF GOVERNMENTS, this ____ day of _____, 2006.

President

ATTEST:

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.
)

The foregoing resolution was duly passed and adopted by the Board of Directors of the Gateway Cities Council of Governments at a regular meeting of the Board of Directors held on the _____ day of _____, 2006 y the following vote to wit:

AYES: BOARD REPRESENTATIVES:

NOES: BOARD REPRESENTATIVES:

ABSENT: BOARD REPRESENTATIVES:

ABSTAIN: BOARD REPRESENTATIVES:

Richard R. Powers
Secretary

GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)
Conflict of Interest Code
of the

GATEWAY CITIES COUNCIL OF GOVERNMENTS

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Board Members, Governing Board Members, Alternate Board Members, as appropriate, and its agency head (Agency/Department Head, Executive Officer or Chief Executive Officer, Superintendent, or Director), and forward the originals of such statement to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)

EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose property used primarily as their residence or for personal recreational purposes.

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

CATEGORY 3

Persons in this category shall disclose all income and business positions.

CATEGORY 4

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

CATEGORY 5

Persons in this category shall disclose all business positions, investments in, and income (including gifts and loans) received from all businesses and all entities that provide services of type utilized by Gateway Cities Council of Governments (GCCOG) or that are eligible to receive grants or other financial support from Gateway Cities Council of Governments (GCCOG).

CATEGORY 6

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial

interests by providing information advice, recommendation or counsel to the agency which could affect financial interest shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be as determined by the executive officer (or head) of the agency.

GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG)

EXHIBIT "B"

The following positions entail the making or participation in the making of decisions which may foreseeably have a material effect on financial interests:

<u>Designated Position</u>	<u>Disclosure Categories</u>
Executive Director/Secretary	1, 2, 3
Transportation Deputy	2, 3
Deputy Executive Director	4, 5
Director of Program Development	4, 5
(1) Consultants	6

- (1) Only consultants as defined by Title 2, section 18700(a)(2) of the California Code of Regulations shall be required to disclose information required to be disclosed by designated employees. The Executive Director may determine in writing that either a particular consultant is not a consultant as defined by Title 2, section 18700(a)(2) of the California Code of Regulations and is therefore not required to disclose information at all, or that a particular consultant is required to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements. If a consultant is excepted for the latter reason, then a statement of the extent of disclosure requirements shall be included in the Executive Director's determination. The Executive Director's determination is a matter of public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Officials Who Manage Public Investments

It has been determined that the positions shown below manage public investments and will file a Statement of Economic Interests pursuant to Government Code Section 87200 et seq.

Governing Board Representative

Alternate Governing Board Representative

Treasurer

**VII. CONSENT CALENDAR
ITEM J**

**Amendment to Agreement for Lobbying
Services Between Government Relations
Consultants and Gateway Cities Council
of Governments**

TO: Board of Directors

FROM: Richard Powers

SUBJECT: Amendment to Agreement for Lobbying Services Between Government Relations Consultants and Gateway Cities Council of Governments

Background

In February 2005, the Board of Directors approved an agreement with Government Relations Consultants for Washington lobbying services. The agreement is now subject to renewal.

The attached amendment to that agreement extends the time period for services from Government Relations Consultants to be open ended with the provision that either party may terminate the agreement upon thirty (30) days notice.

Recommended Action

Approve the amendment to the agreement with Government Relations Consultants.

**AMENDMENT TO AGREEMENT FOR LOBBYING SERVICES
BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
GOVERNMENT RELATIONS CONSULTANTS**

THE AGREEMENT, entered into as to the 2nd of February 2005, by and between Government Relations Consultants, an Independent Contractor, located at 11005 Sweetmeadow Drive, Oakton, VA 22124, and the Gateway Cities Council of Governments, a California joint powers authority (JPA), located at 16401 Paramount Blvd., Paramount, CA 90723, is hereby amended as follows:

TERM

THIS AGREEMENT shall commence as of February 2, 2005. Either Party may terminate this AGREEMENT at any time, with or without cause, upon thirty days (30) prior written notice to the other Party. The Parties agree to perform faithfully their obligations hereunder throughout any such period of termination notice.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT as of December 6, 2006.

Government Relations Consultants

GATEWAY CITIES
COUNCIL OF GOVERNMENT

BY: _____
Allynn Howe

BY: _____
Larry R. Nelson

TITLE: President _____

TITLE: President _____

DATE: _____

DATE: _____

**VII. CONSENT CALENDAR
ITEM K**

**Request to Participate in the I-710
EIR/EIS Project by the City of Signal Hill**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Request to Participate in the I-710 EIR/EIS Project by the City of Signal Hill

Background

The I-710 Major Corridor Study is complete and the EIR/EIS phase of the project has been initiated. The governance of the EIR/EIS is established in a Memorandum of Understanding (MOU) among the COG, Caltrans, the Los Angeles County Metropolitan Transportation Authority (MTA) and the Southern California Association of Governments (SCAG). The MOU creates an I-710 EIR/EIS Project Committee and names its members.

Issue

The City of Signal Hill is not named as a member of the I-710 EIR/EIS Project Committee and was not a member of its predecessor bodies, the I-710 Oversight Policy Committee and the I-710 Corridor Cities Committee. However, the City of Signal Hill is entirely contained within the I-710 study area whose eastern boundary is Lakewood Blvd.

The COG has now received correspondence from the City of Signal Hill requesting to be added to the I-710 EIR/EIS Project Committee. This will require an amendment to the MOU and then an implementation agreement between the City and the COG.

Attachments

Correspondence from the City of Signal Hill

Recommended Action

Direct staff to work with the I-710 MOU signatories to add the City of Signal Hill to the I-710 EIR/EIS Project Committee.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

November 21, 2006

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

Re: I-710 EIR/EIS Project Committee

Dear Mr. Powers:

The City of Signal Hill is interested in participating the I-710 EIR/EIS Project Committee. As you know, Signal Hill is located approximately one mile east of the I-710 Freeway, at the interchange with the I-405 Freeway. Several of our arterial streets serve as detours and freeway overflow routes, including Cherry Avenue and Spring Street. We understand that the EIR/EIS study area includes our entire City.

Our residents and local businesses rely heavily on these two freeways for regional mobility and safety. These freeways enter into our goods movement and disaster evacuation route planning. Signal Hill's circulation and environmental issues should be taken into consideration during the EIR/EIS stage. I believe that Signal Hill's participation in the Project Committee is critical to proposing solutions in the early planning stages.

We understand that the City would enter into an implementation agreement with the COG. I would request that the COG send me a copy of the implementation agreement, so that it can be placed on the City Council's agenda in the near future for their consideration.

Please do not hesitate to contact me if you have any questions regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Farfsing", is written over a circular stamp or seal.

Kenneth C. Farfsing
City Manager

cc: Mayor & Council
Mr. Charlie Honevcutt, Public Works Director

VIII. REPORTS

ITEM A

SCAG OWP Project for Fiscal Year 2007-2008 – San Gabriel Valley/Gateway Cities Collaborative Cargo Movement Corridor Study

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: SCAG OWP Project for Fiscal Year 2007-2008 – San Gabriel Valley/Gateway Cities Collaborative Cargo Movement Corridor Study

Background

Both the Gateway Cities subregion and the San Gabriel Valley subregion are the primary Regions in Los Angeles County that have within them the corridors for cargo movement from the San Pedro Bay Ports to the Inland subregions of Riverside and San Bernardino Counties.

The Gateway Cities and San Gabriel Valley cities have a long history of working in cooperation in addressing regional issues affecting their cities. It is in this spirit of partnership that a collaborative planning process is being proposed to address the growing volume of cargo moving through both of the subregions. Other regional agencies including Southern California Association of Governments (SCAG) and Los Angeles County Metropolitan Transportation Authority (MTA) will be invited to participate in this collaborative process.

Issue

An application has been submitted to Southern California Association of Governments (SCAG) to fund a planning study to evaluate options and locations to construct cargo movement corridors for trucks or alternative goods movement technologies moving from Southeast Los Angeles County through the San Gabriel Valley to the inland counties.

Objective

To identify strategies that can move goods and cargo containers in an environmentally superior manner with minimal community impact.

Recommended Action

To support the application to SCAG for a two-year grant request totaling \$3.350 million to be administered by the Gateway Cities Council of Governments, but collaboratively implemented with the full involvement of both the Gateway Cities COG and the San Gabriel Valley COG.

VIII. REPORTS
ITEM B

**Comments on the Draft 2007 AQMP and
Notice of Preparation**

TO: Board of Directors

FROM: City Managers Steering Committee

SUBJECT: Comments on the Draft 2007 AQMP and Notice of Preparation

Background

At its November meeting the Board of Directors heard a report from Ms. Patrician Price of the South Coast Air Quality Management District regarding the District's Draft 2007 Air Quality Management Plan (AQMP). At that time the Executive Director announced that City Manager Steering Committee Chair Ken Farfsing had agreed to compile comments from cities and present them at one of the Public Hearings on the Draft AQMP. Any city wishing to contribute comments was invited to do so.

Issue

In addition to the announcement at the Board meeting, COG staff contacted all member city Planning Directors and requested comments on the Draft AQMP. Mr. Farfsing assisted in compiling and presenting comments from the COG at the November 16 Public Hearing and Workshop in Diamond Bar. The COG's written comments are attached. As noted in the last paragraph of the attached letter, the comments were characterized as input from technical and administrative staff of COG member agencies and not a formal position of the COG Board of Directors. Now that the comments are available for review by the Board of Directors, and since the comment period has been extended, it is recommended that the Board of Directors concur in the comments as submitted.

Attachments

Comment letter from COG Executive Director Richard Powers to the South Coast Air Quality Management District regarding the Draft 2007 AQMP.

Recommended Action

Receive and file and concur in written comments submitted by the Executive Director regarding the Draft 2007 Air Quality Management Plan.

SOUTHEAST LOS ANGELES COUNTY



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

November 16, 2006

Mr. Joseph Cassmassi, Planning and Rules Manager
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765

Dear Mr. Cassmassi:

Comments on the Draft 2007 AQMP and Notice of Preparation

The Gateway Cities Council of Governments (COG) is pleased to submit comments on the Draft 2007 AQMP and the Notice of Preparation. The Gateway Cities COG consists of 27 cities located in Southeast Los Angeles County, with a combined population of 2.1 million residents. The COG area is greatly impacted by air pollution from the Ports of Los Angeles and Long Beach, which collectively represent the largest sources of emissions in the entire South Coast Air Quality Basin. The AQMP will set the stage over the next three years for the development of programs and rules for the South Coast Air Quality Management District (the District), which will impact our communities.

The 2007 AQMP Should Focus on the Largest Sources of Emissions

Recently, the District has exhibited assertive and forward thinking leadership in addressing the Basin's least regulated industry, international trade and goods movement. The GCCOG applauds the District for its efforts and for its willingness to take on this technically, legally and politically complex issue. Our member cities are enthusiastic about the San Pedro Bay Ports Clean Air Action Plan and congratulate the District for its role in assisting the Ports in the development of the Plan. The Draft AQMP acknowledges that the air emissions from the Ports represent the largest source of emissions in the entire Basin. According to the Draft, the Ports will account for "73% of SO_x, 24% of NO_x and 10% of PM 2.5 in 2020." We believe that insofar as the Draft AQMP emphasizes actions by the District and others to address the emissions resulting from the trade and logistics industry, it has successfully focused on the most important target in our region. We urge all parties to continue creatively exploring ways in which to influence emissions even where direct regulatory authority is not explicit.

Mr. Joseph Cassmassi, Planning and Rules Manager
November 16, 2006
Page 2

The GCCOG also appreciates the productive working relationship with the District on identifying and funding GCCOG programs to deal with the air pollution from the goods movement industry. The direct impact of diesel emissions on the health of our residents led the GCCOG to develop its Clean Air Program. We are proud of our accomplishments in replacing over 500 pre-1994 heavy duty diesel trucks and keeping those replacement trucks in service in the South Coast Air Basin. We look forward to scaling up the Program in partnership with the Ports of Long Beach and Los Angeles and the District in the future. We believe the Basin will benefit both from the emissions reductions generated by the new trucks and from the expertise developed, lessons learned and example set by our pioneering work.

Emission Growth Management (EMG) Control Measures

The Draft AQMP indicates that it relies on an iterative process of technology/strategy review and ambient air quality monitoring to develop an overall strategy for meeting state and federal requirements. The process should focus first on control measures that are likely to result in the greatest improvements in air quality. We believe the measures outlined in the *San Pedro Bay Clean Air Action Plan* and other documents in fact accomplish this objective and are consistent with the process described above.

However, District staff is also proposing new emission growth management measures (EGM-01) that are not as well vetted and whose benefits are neither as significant nor as well defined. As the District has worked closely with the Ports in the development of the Ports Clean Air Action Plan, so the District needs to work closely with the GCCOG and other municipal representatives to understand the potential benefits and potential unintended consequences of growth mitigation measures. This process should begin immediately after the adoption of the *2007 AQMP*. For now, the District should consider placing these measures in the category of Long Range Measures, not yet well enough understood for implementation. These measures are:

- Air Quality Development Impact Fee This program consists of a "voluntary mitigation fee" to be charged to new development and redevelopment projects. The AQMP points to the existing development impact fee program adopted in the San Joaquin Valley in 2005. Discussion with municipal representatives about such a fee would consider the differential impacts on older, built out communities. Many such communities have a difficult time attracting new development and redevelopment, due to prior "brownfield" contamination issues, high land costs and aging public infrastructure. These discussions would also consider communities' legal obligations to meet State mandated Regional Housing Needs Allocation (RHNA) affordable housing requirements. An air quality mitigation fee could have the unintended consequence of exacerbating the economic and social distress facing many of our communities.

Mr. Joseph Cassmassi, Planning and Rules Manager
November 16, 2006
Page 3

- *New Development and Project Threshold Approach* This measure proposes a program that would establish emission thresholds for new development and redevelopment projects. Projects exceeding certain thresholds would be required to implement a series of mitigation measures. The draft AQMP indicates that fee options could be used "in lieu" of the mitigation measures and that the collected fees would finance emission reduction programs within the impact community "to the extent feasible". Similar to our concerns expressed regarding the impact fees, this proposal should also be placed into the Long Range measure category, to be subjected to further review and refinement in consultation with municipalities.
- *Enhanced CEQA Review* This measure proposes enhancing the CEQA review and additional mitigation measures. The AQMP proposes that local agencies apply updated guidance and mitigation recommendations into projects. This CEQA review process is currently underway in our communities, including each City making a determination as to whether or not all reasonable and feasible mitigation measures have been applied to the development or redevelopment project. We do not understand the need for additional mitigation fees above imposing the appropriate mitigation measures (CEQA Mitigation Fee Program). Before being incorporated into an AQMP this program requires some additional description on the amount and uses of the fee.

Urban Heat Islands This measure proposes to impact air pollution by reducing the heat generated from urban development, including roofs and roads. It calls for the use of light colored roofing materials, and the use of light color asphalt or concrete for street reconstructions. Consultations with cities would provide for discussion of municipal design review standards, including regulations on roofing materials and colors, design districts, historical materials such as Spanish tile, potential economic justice issues resulting from increased street paving costs and review of the scientific basis of anticipated benefits.

Water Quality Impacts

Finally, we would like to direct the District's attention to the issue of air-water interface. The Draft AQMP appears to continue the institutional bifurcation of these issues. On the ground, however, there is an important air-water interface. The impact of atmospheric deposition on surface water quality is a major challenge we are only beginning to understand. We believe there is a substantial body of evidence as well as clear regulatory obligation to make a compelling argument that the time has come to recognize and address this matter in the Plan. The Basin has taken tremendous strides toward improving air quality since the late 1940's; however the relationship between air quality and water quality has yet to be fully addressed.

The importance of the air-water interface was made clear to the GCCOG cities through the establishment of Los Angeles and San Gabriel River Metals Total Maximum Daily Loads (TMDLs). Research by the Southern California Coastal Water Research Project

Mr. Joseph Cassmassi, Planning and Rules Manager
November 16, 2006
Page 4

(SCCWRP) and UCLA demonstrated that indirect dry-weather atmospheric deposition could be several thousand kilograms per year. Loads of copper, lead and zinc deposited on the land were several times the estimated loads of these metals in the rivers. The metal loads deposited from the air onto the ground then make their way via stormwater to the Rivers and cities throughout the respective watersheds are held accountable.

The GCCOG recognizes that the District must adopt a revised AQMP by June of 2007. However, the air-water interface issue is too important to be ignored. We would like to offer to work with the District by supplying information and assistance from individuals and organizations who have been investigating this issue. We are hopeful that this assistance will permit the District to address this critical issue by the June deadline. At a minimum, we request that this matter become part of the ongoing work of the District.

In addition to the cities' regulatory obligations, we believe the District itself has a statutory obligation based on 42 USC Section 7062(h) (CCA Section 302(h) which states in relevant part:

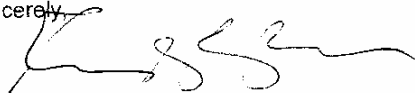
"All language referring to effects on welfare includes, but is not limited to, effects on soils, **water**, crops, vegetation, manmade materials, animals, wildlife, weather, visibility, and climate, damage to and deterioration of property, and hazards to transportation, as well as effects on economic values and on personal comfort and well-being, whether caused by transformation, conversion, or combination with other air pollutants."
(Emphasis added).

We further note that while the District's continued emphasis on particles less than or equal to 10 microns is appropriate in its rightful focus on human health impacts, recent research demonstrates that much of the trace metals found in storm water consists of relatively coarse particles (greater than 10 microns).

As the District's efforts have evolved with the evolution of our knowledge of the impacts of air pollution constituents on human health, so too must its efforts evolve with the evolution of our knowledge of the impacts of air pollution constituents on water quality. We look forward to working with you in this regard.

In conclusion, please note that these comments are to be considered input from technical and administrative staff of member agencies of the Gateway Cities Council of Governments and not a formal position of the Gateway Cities COG Board of Directors.

Sincerely,



Richard R. Powers
Executive Director

IX. REPORTS FROM COMMITTEES
ITEM A
Conservancy Committee

TO: Board of Directors

FROM: Councilmember Patrick O'Donnell
Councilmember Edward Wilson

SUBJECT: San Gabriel and Lower Los Angeles Rivers and Mountains
Conservancy Update

Background

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) was established by State Legislation in which the COG was an active participant. The COG is represented on the RMC Board by two members listed above.

Issue

At its regular meeting of November 27, 2006, the Board of Directors of the RMC acted to award a grant increase of \$100,000 to the City of Cerritos toward that City's Coyote Creek Bike Path Improvement Project.

The Board approved grant amendments without an increase in funding for the Cities of Bellflower and Montebello and the Aquarium of the Pacific.

The Board also heard a report on the Green Visions planning project being conducted by the University of Southern California with funding from the RMC and other partners. The Green Visions product will be a computerized planning tool available over the internet at no cost to cities and others. The tool will include mapped data regarding open space, habitat, water quality and population. The RMC voted to recommend funding of the next phase of the project.

The Board had a brief preliminary discussion regarding the procedures it wishes to follow in allocation of future grant funds including those made available through Proposition 84. This discussion will continue in future months.

Finally, the Board acted to appoint Patrick O'Donnell as one of its representatives to the Watershed Conservation Authority (WCA), a joint powers authority consisting of the RMC and Los Angeles County.

Attachments

None

Recommended Action

Receive and file this report.

