

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

Wednesday, November 4, 2009

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. SPECIAL COMMENDATION

- A. Mr. Douglas R. Failing, Director District 7, Caltrans

VII. MATTERS FROM STAFF

VIII. 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 October 7, 2009, is presented for approval. Approval receives and files the minutes of October 7th, Board of Directors meeting
- B. Approval of Warrant Register - Request for Approval of Warrant Register Dated November 4, 2009
- C. September 2009 Local Agency Investment Fund Statement
- D. Status Report from Lobbyist - Edington, Peel & Associates
- E. Amended SR 91/I-605/I-405 Major Corridor Study Implementation Agreement
- F. Agreement for Consulting Services by and Between Gateway Cities Council of Governments and John L. Hunter & Associates for Los Angeles River Metals TMDL – Preparation of A Coordinated Implementation Plan for Jurisdictional Group 1

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

IX. REPORTS

- A. Foreclosure Prevention Strategies, Presentation by Lori Gay, President & CEO, Los Angeles Neighborhood Housing Services

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

- B. Presentation by the Los Angeles County Department of Public Health Regarding H1N1 Flu

15 Min SUGGESTED ACTION: A MOTION TO HEAR REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

C. Mr. Arthur T. Leahy, CEO, MTA

15 Min SUGGESTED ACTION: A MOTION TO HEAR REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

D. City of Long Beach Breakwater Study, Presentation by Tom Modica, Manager of Government Affairs, City of Long Beach

15 Min SUGGESTED ACTION: A MOTION TO HEAR REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF

E. Status Report on High Speed Rail Planning in the Gateway Cities – Oral Report

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

F. Status Report on SB 375

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

X. REPORTS FROM COMMITTEES

A. Report from the Conservancy Committee – No meeting to report

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

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

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

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

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

D. Report from the Transportation Committee – Oral Report

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

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

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

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

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

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

C. Matters from California Contract Cities Association – Oral Report

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

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

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

E. Matters from the Orangeline Development Authority – Oral Report

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

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

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

G. Matters from the Metro Gateway Cities Service Sector – Oral Report

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

H. Conservation Corps Report – Oral Report

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

- I. Matters from the Coalition for America's Gateways & Trade Corridors – Oral Report

3 Min

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

XII MATTERS FROM THE BOARD OF DIRECTORS

XIII. MATTERS FROM THE PRESIDENT

- A. Board Member Interest in Serving on COG Board Committee on Homelessness

XIV. EXECUTIVE COMMITTEE BUSINESS

- A. Nominations for Gateway Cities COG Representative on the Rivers and Mountains Conservancy Board

XV. 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, December 2, 2009, 6:00 PM.

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

VIII. 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
October 7, 2009**

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

PRESENT: President Gordon Stefenhagen, City of Norwalk
First Vice President Gil Hurtado, City of South Gate
Second Vice President Raymond Dunton, City of Bellflower
Immediate Past President Anne M. Bayer, City of Downey
Member Larry R. Nelson, City of Artesia
Member George Mirabal, City of Bell
Member Sergio Infanzon, City of Bell Gardens
Member Bruce Barrows, City of Cerritos
Member Joe Aguilar, City of Commerce
Member Lillie Dobson, City of Compton
Member Josue Barrios, City of Cudahy
Member Victor Farfan, City of Hawaiian Gardens
Member Stan Carroll, City of La Habra Heights
Member Pete Dames, City of La Mirada
Member Diane DuBois, City of Lakewood
Member Patrick O'Donnell, City of Long Beach
Member Kathy Salazar, City of Montebello
Member Gene Daniels, City of Paramount
Member Betty Putnam, City of Santa Fe Springs
Member Edward H. J. Wilson, City of Signal Hill
Member William Davis, City of Vernon
Member Connie Sziebl, Office of Supervisor Don Knabe
Member Erica Jacquez-Santos, Office of Supervisor Gloria Molina

ABSENT: Member Bob Kennedy, City of Avalon
Member Elba Guerrero, City of Huntington Park
Member from the City of Long Beach
Member Maria Teresa Santillan, City of Lynwood
Member Felipe Aguirre, City of Maywood
Member Bob Archuleta, City of Pico Rivera
Member Greg Nordbak, City of Whittier
Member Vincent Harris, Office of Supervisor Mark Ridley-Thomas
Member Richard Steinke, Ex Officio Member, Port of Long Beach

ALSO PRESENT: Signal Hill City Manager Ken Farfsing, Chair, City Managers Steering Committee; Commerce City Administrator Jorge Rifa; La Mirada Director of Public Works Steve Forster; Lakewood Acting Director of Community Development Sonia Southwell; Long Beach Government Affairs Manager Tom Modica; South Gate City Engineer Mohammad Mostahkami; MTA Executive Officer Diego Cardoso; MTA Executive Officer for High Speed Rail Alex Clifford; MTA Deputy Executive Officer Ernest Morales; MTA Program Manager Jon Grace; MTA Gateway Cities Service Sector Council Member Wally Shidler; MTA Gateway Cities Service Sector Council Member George Bass; Metro Gateway Cities Service Sector General Manager Dana M. Coffey; Metro Community Relations Manager David Hershenson; Metro Gateway Cities Planning Manager Mike Sieckert; SCAQMD Senior Public Affairs Officer Derrick Alatorre; SCAG Regional Affairs Officer Matt Horton; Yvette Kirrin, Executive Director/Authority Engineer, I-5 JPA; Kristine Guerrero, Public Affairs Manager, League of California Cities; Michael Kodama, Executive Director, Orangeline Development Authority; Los Angeles County Librarian Margaret Todd; Davis Schwartz, President, The Resources Company; Frank Osgood, Author, Region Aroused; GCCCOG Executive Director Richard Powers; GCCCOG Deputy General Counsel Ivy Tsai; GCCCOG Deputy Executive Director Jack Joseph; GCCCOG Transportation Deputy Karen Heit; GCCCOG Director of Regional Planning Nancy Pfeffer; GCCCOG Consultant Engineer Jerry Wood.

Roll was taken through self-introductions.

Member Wilson led the Pledge of Allegiance.

President Stefenhagen requested that the Transportation Committee report be moved up on the agenda because it was possible that Member DuBois would have to leave the meeting early. It was moved by Member Barrows, seconded by Member Nelson, to move the Transportation Committee report to the front of the agenda. The motion was approved unanimously.

Member DuBois presented a report from the Transportation Committee. She introduced a resolution that had been endorsed earlier by the Transportation Committee supporting the submission of the Regional Connector and Westside Subway Expansion as Los Angeles County's priorities for federal New Starts funding. Member DuBois explained that the funding would allow the Blue Line to extend all the way to Pasadena. She said that if these projects are funded by federal grants, it will free up Measure R funds for regional projects. After discussion among the Board members, it was moved by Member DuBois, seconded by First Vice President Hurtado, to waive further reading and adopt the resolution:

Resolution No. 2009-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GATEWAY CITIES
COUNCIL OF GOVERNMENTS SUPPORTING SUBMISSION OF THE REGIONAL
CONNECTOR AND WESTSIDE SUBWAY EXPANSION AS LOS ANGELES

COUNTY'S PRIORITIES FOR FTA NEW STARTS FUNDING

The motion was approved unanimously.

Member DuBois described a recent meeting with members of the California High Speed Rail Authority. She said the purpose of the meeting was to emphasize the point that the Authority cannot ignore local communities in designing the project. She said the cities along the proposed corridor were well represented. She invited Santa Fe Springs City Manager to add his comments regarding the meeting. Mr. Latham said the bottom line of the meeting was that two members of the High Speed Rail Authority's Board agreed to enter into a Memorandum of Understanding with the Gateway Cities COG to address local concerns. He said the aim is to achieve a document that the COG and the cities can support. Mr. Latham explained that the High Speed Rail Authority has applied for \$2 billion in federal funds for the LOSSAN corridor. He said it appears that congressional representatives will sign a side letter saying that their support for the funding assumes that the Authority will be engaging local communities. He said the MTA is fully engaged, with Alex Clifford acting as our liaison.

It was moved by First President Hurtado, seconded by Member Aguilar, to receive and file the report. The motion was approved unanimously.

There were no public comments made.

There were no matters from staff.

It was moved by Member Wilson, seconded by First Vice President Hurtado, to approve the consent calendar as presented. The motion was approved unanimously.

There was no report from the MTA.

President Stefenhagen introduced County Librarian Margaret Todd who addressed the Board on the County Library's Strategic Financial Planning Project. She said this is the first time that the Library was doing long range planning. Ms. Todd introduced Dave Schwartz, President of the Resources Company, consultants to the County Library. Mr. Schwartz gave a PowerPoint presentation regarding the strategic planning project. He said the project has two phases, with Phase I, examining costs, revenues, and financial capacity, setting the baseline for Phase II, which will examine customer needs, a demographic analysis, service levels, a special parcel tax enhancement, and equity of service. He said equity of service is a key area. The end product would be five year and ten year financial plans. Mr. Schwartz said replacement of the existing special parcel tax is the only apparent way for the Library to generate sufficient additional funding for both operating and capital costs.

Ms. Todd said that the only other solutions identified by the consultant are cutting operating hours and paid staff, seeding increased financial support from the County general fund, or to seek increased general fund support from cities in the Library District.

Member Wilson asked if the vision is that the County libraries will continue to exist in their current form. Ms. Todd responded that it is the current assumption, but that it needs to be looked at. She asked how to receive input from the Gateway Cities. She asked if a letter to the city managers asking for volunteers to serve on a steering committee would be a good start. Member DuBois responded that it would be a good place to go.

Member Nelson asked if the tax generated within a city stays with that city's County library. Ms. Todd responded that it is something that the steering committee can look at.

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

The Executive Director presented a staff report recommending a proposed organizational structure for the Gateway Cities Homeless Planning and Implementation project. He introduced Santa Fe Springs City Manager Fred Latham, who summarized the proposed organization chart, which included a seven member Committee on Homelessness appointed by the Board of Directors, a thirteen member Leadership Entity, and four Local Coordinating Alliances. Mr. Latham said that it is recommended that a \$100 stipend per meeting, based on attendance, be paid to the elected official members of the Committee on Homelessness.

After discussion among the Board members, it was moved by Member Nelson, seconded by Member Barrows, to adopt the proposed organizational chart for Homeless Planning and Implementation and the accompanying narrative description, and to authorize payment of a \$100 stipend for elected official members of the Committee on Homelessness. The motion was approved unanimously.

Member Wilson presented a report from the Conservancy Committee. He said, because of state furloughs, the Rivers and Mountains Conservancy Board now meets on a bi-monthly basis and that the RMC offices are closed three Fridays a month. It was moved by Member Salazar, seconded by Member O'Donnell, 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 the project is on schedule, the traffic model is being studied, and the geometric plans are being updated. He reported that the subject working groups have been meeting regularly. Mr. Wood said the next step is to start all of the environmental studies.

Jerry Wood presented a report from the SR-91/I-605/I-405 Corridor Cities Committee. He said the feasibility analysis of "hot spots" projects is to be funded out of Measure R. He announced that Caltrans District 7 Director Doug Failing is joining MTA to head that agency's highway program.

It was moved by First Vice President Hurtado, seconded by Member Aguilar, to receive and file the reports from the I-710 EIR/EIS Project Committee and the SR-91/I-605/I-405

Corridor Cities Committee. The motion was approved unanimously.

Karen Heit presented a report from the Transportation Committee. She said that she anticipates that the MTA will adopt the Long Range Transportation Plan this month. It was moved by Member Dobson, seconded by First Vice President Hurtado, to receive and file the report. The motion was approved unanimously.

Yvette Kirrin presented a report from the I-5 JPA. She said the JPA is now focusing on construction schedules for the Carmenita, Valley View, and Alondra interchanges. She said there are about fifteen projects that the JPA feels are necessary prior to construction commencing on the I-5 mainline because of the traffic impacts cities will experience during the freeway construction. She reported that the JPA is running out of funds for the EIR on the segment from I-605 to I-710, and that they are working on identifying other sources of funding.

Kristine Guerrero presented a report from the League of California Cities. She said the League's General Assembly had moved to put a constitutional amendment on the ballot in 2010 to protect local revenues.

There was no report from the California Contract Cities Association.

Matt Horton presented a report from SCAG. He reported that last Thursday the CEHD had voted to remove all references to regional targets under SB 375. He said SCAG would be convening a workshop on developing a regional strategy.

Michael Kodama presented a report from the Orangeline Development Authority. He said that the federal ARRA high speed rail funding applications were now out. He said he is working with MTA, SCAG, and OCTA to get the feasibility study started. Member Barrows said that he had heard from SCAG Executive Director Hasan Ikhata that the project will start in January.

Derrick Alatorre presented a report from the South Coast Air Quality Management District. He said that SB 696 had been gutted, but that the same language had been amended into AB 927, which was now on the Governor's desk awaiting his signature.

Dana Coffey presented a report from the Metro Gateway Cities Service Sector. She reported on upcoming meetings of the Sector Council.

There was no report from the Long Beach Conservation Corps.

There was no report from the Coalition for America's Gateways and Trade Corridors.

It was moved by First Vice President Hurtado, seconded by Member O'Donnell, to receive and file all of the committee/agency reports. The motion was approved unanimously.

First Vice President Hurtado reported that there had been a fire at the business owned by

South Gate Councilman Bill DeWitt. Member Nelson announced that Long Beach Marathon and Bike Tour would be held on Saturday.

President Stefenhagen announced that he had appointed Member Mirabal to the SCAG Energy and Environment Committee. He said that there is a vacancy on the SCAG Community, Economic, and Human Development Committee. He said this is an important position because of the impact of SB 375 on cities.

Adjournment: It was the consensus of the Board to adjourn the meeting at 7:11 p.m.

Respectfully submitted,

Richard Powers, Secretary

VIII. CONSENT CALENDAR
ITEM B
Approval of Warrant Register

**VIII. CONSENT CALENDAR
ITEM C**

**September 2009 Local Agency Investment
Fund Statement**

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

www.treasurer.ca.gov/pmia-laif

October 22, 2009

[PMIA Average Monthly Yields](#)

Account Number:

GATEWAY CITIES COUNCIL OF
TREASURER
16401 PARAMOUNT BOULEVA

Transactions

[Tran Type Definitions](#)

September 2009 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/11/2009	9/11/2009	RD	1238937	JACK JOSEPH	80,000.00

Account Summary

Total Deposit:	<input type="text" value="80,000.00"/>	Beginning Balance:	<input type="text" value="1,884,460.57"/>
Total Withdrawal:	<input type="text" value="0.00"/>	Ending Balance:	<input type="text" value="1,964,460.57"/>

**VIII. CONSENT CALENDAR
ITEM D**

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

Monthly Report by Jim Dykstra to Gateway Cities COG
October 23, 2009

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

*I continued close coordination with Gateway Cities COG staff regarding efforts on behalf of the Gateway Cities COG's priorities and interests in the 111th Congress. I also continued to coordinate with the staff of the I-5 Joint Powers Authority on the I-5 widening initiative, the COG's number one priority.

*I coordinated with the Gateway Cities COG regarding participation by a Gateway Cities representative in a roundtable meeting with the Deputy Secretary of Transportation and the Acting Maritime Administrator, arranged by Rep. Laura Richardson, in Long Beach on October 21. I met the previous day with Rep. Richardson's new senior legislative assistant handling transportation issues, Jeremy Marcus, to discuss the meeting and Gateway Cities participation.

*My efforts continued to focus on follow up with the Gateway Cities COG's elected Representatives in the House of Representatives regarding the Transportation Reauthorization Act. I continued to keep the Gateway Cities COG informed of the status of the Transportation Reauthorization Act. A temporary extension of the existing authorization has been approved while Congress looks at providing a longer extension to complete its work on the reauthorization measure.

*I have participated on Gateway Cities' behalf in conference calls and email exchanges with the Coalition for America's Gateways and Trade Corridors regarding the surface transportation reauthorization bill. In addition, I provided to COG staff information I received regarding the bill and efforts to include provisions of interest to the COG and other CAGTC members.

*I have continued discussions and email exchanges with staff of Reps. Napolitano, Richardson, Rohrabacher, and Roybal-Allard, as well as other key congressional staff, regarding legislative priorities for the Gateway Cities COG.

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

**VIII. CONSENT CALENDAR
ITEM E**

**Amended SR 91/I-605/I-405 Major
Corridor Study Implementation
Agreement**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Amended SR 91/I-605/I-405 Major Corridor Study Implementation Agreement

Background

In November 2006, the Board of Directors approved an Implementation Agreement with cities along the SR 91 and I-605 corridors to initiate a Major Corridor Study. That Implementation Agreement was subsequently approved by all thirteen cities along the corridor.

Over the past three years, developments in the course of the study have occurred that warrant amendments to the original agreements. These developments include the expansion of the corridor study area to include the I-405 interchange with I-605, completion of the initial studies for the Major Corridor Study, the 2008 passage of the Measure R Countywide half-cent sales tax which includes \$590 million for “Interstate 605 Corridor “Hot spots” Interchanges”. The proposed cash-flow for the 91/605/405 project is:

FY 10-15	FY 16-21	FY 22-27	Escalated Need
\$271*	\$1,936	\$994	\$3,200

* dollars in millions

These funding projections identify state, federal and other funds (container fees, federal earmarks, potential tolls) that are leveraged to complete project funding. On October 22, The MTA Board of Directors voted to adopt the 2009 Long Range Transportation Plan (LRTP). This Plan adoption incorporates the Measure R projects and financial forecasts, including the above cash-flow, into the “Constrained” or priority element of the Plan.

Amended Agreement

The attached amended Implementation Agreement retains the basic substance of the existing Agreement, but includes the following modifications:

1. Changes all of the references to the “91/605 Corridor” to the “91/605/405 Corridor”;
2. Amends the recitals to recognize the studies that have been completed since the initiation of the corridor study and to include the feasibility analysis and strategic plan that are now part of the overall project;
3. Amends the language regarding compensation and expense reimbursement for the Corridor Cities Committee to be consistent with the language regarding the same subject in the I-710 EIR/EIS Implementation Agreement.

A separate, updated agreement was entered into with the County of Los Angeles earlier this year and is not affected by the attached agreement.

Recommendation

Approve the Amended SR 91/I-605/I-405 Feasibility Analysis, Corridor Study, and Strategic Plan Implementation Agreement and direct staff to circulate it for ratification by the participating cities.

AMENDED

SR-91/I-605/I-405 MAJOR CORRIDOR STUDY

IMPLEMENTATION AGREEMENT

BY AND BETWEEN

GATEWAY CITIES COUNCIL OF GOVERNMENTS

AND

CITY OF _____

THIS AMENDED SR-91/I-605/I-405 MAJOR CORRIDOR STUDY IMPLEMENTATION AGREEMENT (this "Agreement"), is made and entered as of the ____ day of ____, 2009, by and between the Gateway Cities Council of Governments ("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 Corridors") continue to experience a tremendous increase in traffic congestion within these freeway corridors along with the other Southeast Los Angeles County freeway corridors (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 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) Pursuant to the original 91/605 Major Corridor Study Implementation Agreement, which is amended and restated by this Agreement, an Initial Corridor Study was prepared as requested and identified “Congestion Hot-Spots” that can be addressed to solve the major freeway problem. This also led to the adoption of guiding principles for these freeway corridors to contain freeway widenings within existing state right-of-way.
- (g) 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 and SCAG Comprehensive Goods Movement Study
 - (4) I-5 EIR/EIS's
 - (5) OCTA Freeway Improvement Projects (SR-91, SR-22 and I-405)
 - (6) Alternative Goods Movement Technology Studies
 - (7) Various Transit studies by MTA and others
- (h) 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
- (i) The Initial Corridor Study will be used 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 an additional corridor study to provide the necessary coordination with all the previously listed studies; and
- (j) The recommendation of the Initial Corridor Study was to proceed with a Feasibility Analysis using Measure R funds to develop and analyze all transportation projects and improvements that affect the study area, determine relationships and costs, and define projects and set priorities.

- (k) 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
- (l) 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
- (m) 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
- (n) City, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement and initiate the Feasibility Analysis and subsequent corridor studies and strategic plan and is in furtherance of the public interest, necessity and conveyance.
- (o) The parties intend for this Agreement to amend, restate, and incorporate all of the provisions of the original 91/605 Major Corridor Study Implementation Agreement, except as otherwise stated herein.

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 Feasibility Analysis and Subsequent Corridor Study and Strategic Plan. The City authorizes Gateway to implement and initiate the Corridor Study for the freeway corridors in Southeast Los Angeles County, including initial feasibility studies and strategic plan (as approved by the Corridor Cities Committee and the Technical Advisory Committee) 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 Feasibility Analysis, Strategic Plan and Subsequent 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 Studies and Analyses.

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. Subject to City's compliance with the terms of this Agreement, the representative of the City to 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 inure 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**

Gordon Stefenhagen, President

ATTEST:

Richard Powers, Secretary

APPROVED AS TO FORM

Richard D. Jones, Legal Counsel

**VIII. CONSENT CALENDAR
ITEM F**

**Agreement for Consulting Services by
and Between Gateway Cities Council of
Governments and John L. Hunter &
Associates for Los Angeles River Metals
TMDL – Preparation of A Coordinated
Implementation Plan for Jurisdictional
Group 1**

TO: Board of Directors

FROM: Ken Farfsing, Chair, City Managers Steering Committee

SUBJECT: Agreement for Consulting Services by and Between Gateway Cities Council of Governments and John L. Hunter & Associates for Los Angeles River Metals TMDL – Preparation of A Coordinated Implementation Plan for Jurisdictional Group 1

Background

In September of 2007, the Los Angeles Regional Water Quality Control Board adopted regulations limiting the concentrations of certain metals (e.g. cadmium, copper, lead, selenium, and zinc) in the Los Angeles River and its major tributaries. These regulations were subsequently approved by the State Water Resources Control Board in June of 2008 and became effective on October 29, 2008. These federally required regulations, known as Total Maximum Daily Loads (TMDLs), are based on metal concentrations reported as toxic to aquatic life, potentially “impairing” a water body.

The TMDL established five jurisdictional groups and required each of these groups to separately submit a draft coordinated implementation plan (CIP) to the Regional Board by January 11, 2010, with a final plan due by July 11, 2010. Originally, it was believed that the City and County of Los Angeles would take the lead and prepare these plans with each city paying its fair share of the plan development costs. However, the County has decided to prepare its own plan and this decision caused the City of Los Angeles to subsequently decide to prepare its own plan as well. This has left the remaining individual cities and Caltrans with little time to prepare a CIP on their own.

One of the five jurisdictional groups is Jurisdictional Group 1 (JG1). JG1’s area extends, from the estuary at Willow Avenue in Long Beach to and encompassing Compton Creek. This area includes parts of Carson, unincorporated County areas, Caltrans and the GCCOG Cities of Compton, Huntington Park, Los Angeles, Long Beach, Lynwood, Signal Hill, South Gate and Vernon. JG1 has previously requested the Gateway Cities Council of Governments (GCCOG) assistance with entering into MOAs to collect funds from the individual agencies for the development of the CIP.

The JG1 cities are requesting the GCCOG’s assistance to administer the contract for the preparation of the implementation plan as the GCCOG has experience in working with multi-jurisdictional efforts and no other city is currently set up to administer, and pay the consultant for this type of project.

Caltrans is currently pursuing a separate MOA with the intent to join in the development of this implementation plan. The City of Compton has not yet committed. However due to the time constraints imposed by this TMDL, the development of the implementation plan needs

to begin immediately.

The JG1 cities are requesting that the GCCOG assist in the administration of the development of the CIP. It is estimated that the implementation plan will cost the participating agencies/cities over \$200,000 to develop.

Implementation Plan

The CIP will develop the future path of how JG1 will achieve compliance with the TMDL. The CIP includes:

- Implementation methods,
- An implementation schedule,
- Proposed milestones,
- And revisions to the Coordinated Monitoring Plan as appropriate.

The attached proposal (Exhibit A) describes implementation Plan to meet the above requirements.

Attachments

Proposal
Agreement

Recommended Action

Approve the professional Services Agreement with John L. Hunter & Associates in a form acceptable to the GCCOG Attorney and authorize the GCCOG Board President to execute.

**AGREEMENT FOR CONSULTING SERVICES
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
JOHN L. HUNTER & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into as of _____, 2009, 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 John L. Hunter & Associates, Inc., a California corporation (“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 _____, ____ and shall terminate on _____, _____.

Section 3. Scope of Services. Consultant agrees to perform the services set forth in the Proposal attached hereto as Exhibit “A” and made a part of this Agreement.

Section 4. Time of Performance. Consultant shall diligently perform the services required under this Agreement and in accordance with any schedule agreed upon by both Consultant and Agency. If Consultant falls behind schedule, it shall immediately notify Agency of the estimated delay and shall provide a written explanation of the delay if requested by Agency. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

Section 5. 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 6. 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.

Section 7. Compensation and Method of Payment.

- (a) Agency agrees to pay Consultant in accordance with Exhibit A. Consultant shall invoice Agency on a monthly basis. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by Agency to establish the amount of such invoices as being allowable. All such invoices shall be subject to audit. Agency shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event any charges or expenses are disputed, the invoice shall be approved and paid. In the event any charges or expenses are disputed by Agency, Agency shall withhold that portion of the invoice that is in dispute and remit the remainder.
- (b) Consultant and Agency agree that no indebtedness for work performed which results in costs under this Agreement shall arise against Agency until and unless there is appropriation of funds to pay for such work.
- (c) Costs incurred by the Consultant prior to execution of this Agreement shall only be payable to the Consultant if said costs were incurred in completing any task specifically authorized by this Agreement, said costs are reviewed and approved by Agency as set forth in this Agreement, and approval for payment occurs after the Agreement is fully executed.
- (d) The cost ceiling for all services called for in this Agreement shall be \$200,000.00.

Section 8. Representatives. Richard Powers or his designee shall be the representative of Agency for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of Agency called for by this Agreement, except as otherwise expressly provided in this Agreement. John L. Hunter shall be Consultant's representative for purposes of this Agreement and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

Section 9. 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 10. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless Agency approves such additional services in writing prior to performance. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

Section 11. 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 12. Standard of Performance and Licenses. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents and warrants to Agency that it has all licenses, permits, and approvals that are legally required to practice its profession and to provide the services hereunder. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and approvals throughout the term of this Agreement.

Section 13. 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 14. 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, its 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 15. 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 16. 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 17. 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 18. 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 the Board of Directors of Agency. 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 19. Continuity of Personnel. Consultant will fulfill the obligations of this Agreement

with John L. Hunter as the account principal. Consultant acknowledges that the expertise and experience of John L. Hunter are material considerations for this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify Agency of any changes in Consultant's staff assigned to perform the services required under this Agreement prior to any such performance.

Section 20. 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, including, but not limited to, documents prepared by Consultant in the performance of this Agreement, shall be returned to Agency within (five) 5 days of Consultant's delivery of termination notice to Agency or ten (10) days of Agency's delivery of termination notice to Consultant. In the event of termination by either party, 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 21. 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: Executive Director
 Gateway Cities Council of Governments
 16401 Paramount Blvd
 Paramount, CA 90723

To Consultant: John L. Hunter & Associates, Inc.
 13310 Firestone Blvd, A2
 Santa Fe Springs, CA 90670

(b) Ownership of Documents. All documents prepared by Consultant in the performance of this Agreement shall be and remain the sole property of Agency and shall be promptly made available to Agency upon request throughout the term of this Agreement at no cost to Agency. Consultant shall deliver to Agency any plans, specifications, studies, reports, drawings or any other items or materials prepared in accordance with the required services under this Agreement to Agency no later than at the conclusion of the performance of such services by Consultant. Consultant agrees that the documents or information prepared by Consultant in the performance of this Agreement shall not be used by anyone except for in connection with the performance of services under this Agreement. Consultant also agrees that any such documents or information shall

not be made available to any individual or organization without the prior consent of Agency. Agency's use of such documents for other projects not contemplated by this Agreement, or use of incomplete documents, shall be at the sole risk of Agency and without liability or legal exposure to Consultant.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(i) No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Agency and Consultant, no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

(j) 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.

(k) 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.

(l) 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).

(m) 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.

(n) Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

(o) Definitions. It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Agreement	This Agreement between the Gateway Cities Council of Governments and John L. Hunter & Associates, Inc. to prepare the development of the Metals Total Maximum Daily Load (TMDL) Compliance Strategy Plan for the participating cities' stormwater programs for Jurisdictional Group 1
BMP	Best Management Practice
Consultant	John L. Hunter & Associates, Inc. (JLHA)
Regional Board	Los Angeles Regional Water Quality Control Board
NPDES	National Pollutant Discharge Elimination System
Project	Technical and professional services provided for developing the Metals Total Maximum Daily Load Compliance Strategy Plan for the participating cities' stormwater programs
Agency	The Gateway Cities Council of Governments, on behalf of cities/agencies who have executed Memorandums of Agreement for the purposes of this project. These cities/agencies are listed in Exhibit B attached hereto and incorporated by this reference.
Subconsultant	An individual or company having an agreement with Consultant to provide services, equipment, or materials to Consultant
Technical Committee	Representatives from the participating cities that will provide project management functions and interface between the cities and Consultant to collect and distribute information.
TMDL	Total Maximum Daily Load

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**

GORDON STEFENHAGEN
President

ATTEST:

RICHARD R. POWERS
Secretary

APPROVED AS TO FORM:

RICHARD D. JONES
Legal Counsel

JOHN L. HUNTER & ASSOCIATES, INC.

JOHN L. HUNTER
President

EXHIBIT "A"

PROPOSAL

EXHIBIT "B"

PARTICIPATING AGENCIES

- 1) City of Carson
- 3) City of Huntington Park
- 4) City of Long Beach
- 5) City of Lynwood
- 6) City of Signal Hill
- 7) City of South Gate
- 8) City of Vernon
- 9) City of Compton (TBD)
- 10) CALTRANS (TBD)

EXHIBIT “C”

INSURANCE REQUIREMENTS

Prior to the commencement of the services to be performed under this Agreement, and throughout the term of this 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 policy 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 shall be less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
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. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include the services performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
4. **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 or as approved by the GCCOG risk manager 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. Consultant agrees to endorse the insurance provided pursuant to these requirements to require 10 days notice to Agency prior to cancellation of such liability coverage or any material alteration or non-renewal of any such coverage, other than for nonpayment of premium, 30 days notice to Agency prior to any other cancellation of such liability

coverage or material alteration or non-renewal of any such coverage, and to require indemnifying parties to do likewise.

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.

**IX. REPORTS
ITEM A**

**Foreclosure Prevention Strategies,
Presentation by Lori Gay, President &
CEO, Los Angeles Neighborhood Housing
Services**

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Foreclosure Prevention Strategies, Presentation by Lori Gay, President & CEO, Los Angeles Neighborhood Housing Services

Background

In December 2007 Los Angeles Neighborhood Housing Services presented to our board valuable information on the foreclosure status within the Gateway Cities. Because this is still a very important topic, the COG leadership has requested an update on housing and the foreclosure status, within our cities, since December 2007.

Recommended Action

Receive and file report/give direction to staff.

IX. REPORTS
ITEM B

**Presentation by the Los Angeles County
Department of Public Health Regarding
H1N1 Flu**

**IX. REPORTS
ITEM C**

Mr. Arthur T. Leahy, CEO, MTA

**IX. REPORTS
ITEM D**

**City of Long Beach Breakwater Study,
Presentation by Tom Modica, Manager of
Government Affairs, City of Long Beach**



CITY OF LONG BEACH BREAKWATER STUDY **EXECUTIVE SUMMARY**

JULY 2009

Overview

The Long Beach Breakwater Reconnaissance study commissioned by the Long Beach Mayor and City Council and conducted by Moffatt & Nichol is complete. Below is an executive summary of the report, including history on how the study came to be, how it was conducted, and what the next steps are. For more information and detail, please review the entire study at: <http://www.longbeach.gov/citymanager/ga/breakwater/>.

Background

On June 17, 2008, the Long Beach City Council authorized City staff to conduct a Reconnaissance study of the Long Beach Breakwater in the manner and format of a U.S. Army Corps of Engineers study and contract with Moffatt & Nichol to provide the study. Since the Breakwater is owned and operated by the federal government, any changes to the Breakwater need to follow an Army Corps study process, starting with a Reconnaissance study. This study is the first known example of a City taking on the full responsibility of conducting a Reconnaissance study, which is typically completely funded by the federal government. Now that the study is complete, the City will turn the results over to the Army Corps for their review and determination of federal interest, pending approval of a federal appropriation. The project started in August 2008, and was completed within the usual 12 month time period for such a study.

What the Study Includes

A typical Reconnaissance study is a literature review and analytical study to determine if there is enough federal interest to proceed to the Feasibility study phase. The Feasibility study phase is an intense study costing several million dollars and lasting several years. During a typical Reconnaissance study, there is no new research performed – the conclusions are based on known data and existing reports. A Reconnaissance study examines the general costs and benefits of potential changes in the project area, and provides the results in a very specific and prescribed format, the 905(b) Analysis and the Project Management Plan. The goal of the study is to determine if there is enough federal interest (as defined by the Army Corps' regulations) to warrant investing additional dollars in a Feasibility study, which is a much more costly and intensive study. Further, the Army Corps format requires that a Reconnaissance study first identify a problem, and then examine potential solutions. Thus, the Reconnaissance study performed here is entitled the "East San Pedro Bay Ecosystem Restoration study" (and not the Long Beach Breakwater Reconnaissance study), and the potential solutions include reconfiguration of the Breakwater, as well as changes to the Los Angeles River mouth.

The study performed by Moffatt & Nichol includes the information required, but goes somewhat beyond the normal scope of a Reconnaissance study, as they performed hydrodynamic and water quality modeling using a computerized model of the Long Beach Harbor to preliminarily evaluate results of potential alternatives.

What the Study Does Not Include

The study provide very good information on the potential costs of reconfiguring the breakwater, and the known benefits associated with those changes, as well as information about potential changes to the LA River mouth, and the costs and benefits of those changes. However, this study is not a comprehensive review of every possible alternative, cost and benefit. It also does not contain a detailed environmental or engineering review. Due to the allowable budget and scope of a Reconnaissance study set by Congress and the Army Corps, that level of review is not possible in a Reconnaissance study. The purpose of the Reconnaissance study is to determine if there is enough potential federal benefit (federal interest) to warrant such a detailed review in the Feasibility study phase.

How Benefit is Determined

The U.S. Army Corps has a prescribed method of determining federal benefit (federal interest), and pre-determined missions that they follow. The five main Army Corps missions are: commercial navigation, urban flood damage reduction, hurricane and storm damage reduction, ecosystem restoration, and comprehensive watershed planning. While of significant interest to the City of Long Beach, recreational value and the associated economic impacts is not one of the Corps' main missions, and thus those benefits alone are not enough to justify any Corps project.

The main Army Corps mission used for this study is ecosystem restoration. In order to move to the next level, the study must show that the existing ecosystem is in need of restoration and can be restored at a cost-effective level. The connection between ecosystem restoration and breakwater reconfiguration would be the potential to create rocky hard bottom habitat areas from removed breakwater sections and improve water quality for marine ecosystems. Benefits to recreation (such as increased beach attendance and the associated economic impact) can be considered, but cannot be the determining factor.

Ecosystem projects do not lend themselves to a straight cost-benefit approach, as the value of ecosystem restoration is difficult to monetize. This Reconnaissance study examines the cost to construct rocky reef habitat and kelp reef habitat, and then compares the cost-per-acre for the creation of that habitat to the Southern California Edison Wheeler Kelp Reef, which was an approved and constructed ecosystem restoration project. Further, each alternative is evaluated to determine the estimated range of economic benefit, to help provide information about the potential recreational benefit (as determined the Army Corps) and City of Long Beach local spending/tax benefit the alternative could generate.

Approach to the Study

This study was founded on the principle of community and stakeholder involvement. Typical Reconnaissance studies require one public meeting, and then a method to engage the various technical stakeholders. Moffatt & Nichol constructed a more robust public outreach process consisting of three public meetings, dozens of individual stakeholder and resource agency interviews, a thorough review of existing research and documents, and detailed computer wave modeling of the various alternatives.

Major Assumptions

The study is required to consider the conditions that currently exist in the area today. This includes coastal homes, oil islands, Port of Long Beach operations, existing habitat, Navy operations, and many other conditions. The alternatives presented in the study are conditioned upon the principle that an increase in risk or negative impact must be mitigated. Significant negative impacts to homes, navigation, commerce, existing habitat and other current operations, are not acceptable, and solutions must be created to mitigate those negative impacts identified. Further, the study relies on the continuation of other efforts to help improve the water quality in Long Beach, such as efforts to capture stormwater debris and pollutants before they enter the Los Angeles River.

Summary of Major Findings

- The study identifies a number of potential solutions/alternatives to improve the ecosystem.
- Moffatt & Nichol identified five basic alternatives to analyze for potential costs and benefits.
- Complete removal of the breakwater is not recommended in the study as a feasible option, as there are too many negative impacts that cannot be effectively mitigated in a cost-effective manner.
- The study alternatives range in construction cost from approximately \$10 million to \$310 million.
- The study alternatives range from creating wave heights of 0 times to 4 times current size in some areas of the shoreline.
- The study alternatives can create up to 500 acres of kelp bed and up to 300 acres of rocky reef habitat from removed breakwater sections.
- The study does not conclude if there is or is not federal interest, as that function can only be performed by the Army Corps. The study does provide evidence that many of the alternatives considered could both restore the ecosystem and create recreational value.
- Some of the Breakwater reconfigurations have a potential for significant wave energy increases to existing Port infrastructure, THUMS oil islands, Navy anchorage, and City beaches that would require mitigation.

- If the goal is solely hard bottom habitat ecosystem restoration, then importing rock to create kelp beds and rocky reef habitat is most cost effective; however, that solution would not address the City's goals of improved water quality, renewing the City's beaches, or increasing wave activity.
- The City of Long Beach could gain increases of up to \$52 million per year in local spending and economic activity, and potentially up to \$6.7 million per year in taxes and parking fees and fines for the maximum recreation improvement scenario.
- By redirecting the mouth of the Los Angeles River, water quality could likely be improved along the shoreline with or without changes to the Breakwater.
- All five alternatives examined could provide significant ecosystem restoration and some had recreational benefits exceeding the construction costs; however, four of the five alternatives cost more to build than the SCE Wheeler Kelp Reef on a cost-per-acre basis, due to the costs of reconfiguring the Breakwater or building the LA River training structure.
- Moffatt & Nichol estimate that a Feasibility study phase (to be conducted by the Army Corps) would cost approximately \$7 million and take four years to complete. The City of Long Beach would be responsible for funding 50 percent of the cost of the study, which could consist of a mix of non-federal funding sources.

Army Corps Role

The US Army Corps of Engineers will make the final decision that the Reconnaissance study does or does not demonstrate sufficient federal interest to move to the next level of study. Before the Army Corps can make this determination, they must receive approval from Congress in the form of an appropriation of at least \$30,000. These funds will be used to review the City's study, perform a quality control review, and then make a determination of federal interest.

Mayor and City Council Role

While only the Army Corps can determine if the study should move to the next phase, the Mayor and City Council plays an important role as well. Before the Army Corps agrees to move into a Feasibility study, they require that the local sponsor (the City of Long Beach) agree to commit to pay 50 percent of the Feasibility study costs, and eventually 35 percent of the construction costs. The Feasibility study is estimated to take four years and costs approximately \$7 million, or \$3.5 million from the City or other non-federal sources. At some point before the Corps makes a finding of federal interest in the Reconnaissance study, the Corps requires a letter of intent from the City agreeing to pay for 50 percent of the Feasibility study.

Congress' Role

As of July 2009, Congresswoman Laura Richardson was successful in getting \$100,000 included in the House Energy and Water Appropriations Subcommittee report to fund the review of the City's study. The Senate version does not include a corresponding appropriation, thus, this will become an item of discussion for a conference committee.

If the Army Corps receives funding for the Reconnaissance study and subsequently decides that there is enough federal interest to move to a Feasibility study, the City will again need assistance from our members of Congress to pursue an appropriation to fund the federal government's 50 percent share of the study. Without an appropriation, the Army Corps will not be able to proceed with the Feasibility study. Further, any final project must be authorized by Congress in the Water Resources Development Act (WRDA), and be funded through annual appropriations.

Community/Stakeholders' Role

Should the study proceed into a Feasibility phase, community and stakeholder input will continue to be critical as the Army Corps conducts an intense engineering, environmental and hydrological review. There will be many additional opportunities to discuss alternatives, which could be the same alternatives reviewed in the Reconnaissance study, or could be completely different alternatives.

Next Steps

The Mayor and City Council will meet on July 27, 2009 to review the City's study. If Congress approves a federal appropriation, the Army Corps will be allowed to review the City's study and make a determination of federal interest. Before that final review is performed, the City Council must make a decision as to if the City chooses to commit to fund 50 percent of the feasibility study as the local sponsor, and eventually 35 percent of the construction costs. This decision would likely need to be made in January or February 2010.

Thank You!

The City of Long Beach wishes to thank all of our many stakeholders for participating in this process over the past year with us. Your input was critical to creating this study, as a study such as this relies primarily on existing information and stakeholder input. The City also wishes to thank Moffatt & Nichol and their team of consultants for their tremendous effort and expertise in creating this report, as well as the Army Corps of Engineers for providing guidance on conducting the study.

IX. REPORTS
ITEM E

**Status Report on High Speed Rail
Planning in the Gateway Cities –
Oral Report**

IX. REPORTS
ITEM F
Status Report on SB 375

TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Status Report on SB 375

Background

In 2006 the state legislature passed and Governor Schwarzenegger signed AB 32, the Global Warming Solutions Act of 2006. This law's overall goal is to reduce the state's emissions of greenhouse gases (GHG) back to 1990 levels by 2020. In 2008 the Governor signed SB 375, a bill that addresses the specific portion of GHG emission reductions related to the regional transportation planning process.

AB 32 required the State Air Resources Board (ARB or CARB) to take the lead in implementing the law, and SB 375 likewise vests implementation authority in the ARB. The GHG reductions under SB 375 would come from changes in land use planning, over and above changes to fuels, automotive operations, and automotive technology. Also, SB 375 applies to travel by cars and light trucks, but not to emissions from heavy-duty trucks.

The current state AB 32 plan identifies an initial statewide target of 5 million metric tons of CO₂ equivalent (MMTCO₂E) reductions from the regional transportation sector. According to the plan, the ultimate target for this sector will be determined through the SB 375 process.

Issue

SB 375 calls for metropolitan planning organizations (in our case, the Southern California Association of Governments, or SCAG) to develop a Sustainable Community Strategy that will become part of the Regional Transportation Plan. SB 375 allows sub-regions within the SCAG region only to undertake development of their own Sustainable Community Strategy (SCS), in collaboration with the county transportation commission (Los Angeles County Metropolitan Transportation Authority, or MTA). In November 2008 the COG Board approved a special assessment of \$5,000 per city to evaluate the considerations in developing a sub-regional SCS and to participate in the regional and state processes.

The resulting funds were used to hire a consulting team led by Willdan and also including Iteris (transportation analysis) and Sespe (air quality analysis). Over the past several months the consultant team has:

- Conducted a web survey of Gateway Cities with 100% response rate to identify what transportation-related GHG reduction strategies are being enacted or considered.

- Used the survey results to estimate how much GHG reduction the Gateway Cities could achieve.
- Supported the presentation of three SB 375 workshops for Gateway Cities Planning Directors, in collaboration with SCAG and MTA.
- Assisted the COG staff in ensuring all Gateway Cities planners meet with SCAG planning staff regarding the growth forecast being developed for the next RTP/SCS.

Major milestones in implementing SB 375 are as follows:

- November 18, 2009: SCAG convening regional SB 375 workshop as required by SB 375
- May 2010: SCAG General Assembly; completion of a “pre-draft” regional SCS and estimated GHG reduction target to convey to ARB
- June 2010: ARB to release draft regional target for GHG reductions in the SCAG region
- September 2010: ARB finalizes SCAG and other regional targets
- Spring 2011: SCAG finalizes growth forecast for inclusion in 2012 RTP/SCS
- Fall 2011: SCAG releases draft RTP/SCS for public comment
- April 2012: SCAG approves final 2012 RTP/SCS.

The Willdan team is concluding its contract with the preparation of a summary White Paper that will recap the work done to date and contain recommendations for the COG’s approach to preparing a subregional SCS. In December 2009 the COG Board will be asked to approve a recommended approach.

Attachments

- Information on November 18, 2009, regional SB 375 workshop in Ontario, CA (<http://www.scag.ca.gov/cgi/registration/sb375/index.cfm>)
- Current draft SCAG SCS Collaborative Process description (7 pages; full document at <http://www.scag.ca.gov/pptac/pdfs/agendas/101409/pptac101409-5-5.pdf>).

Recommended Action

Receive and file.

**XIV. EXECUTIVE COMMITTEE
BUSINESS**

**Nominations for Gateway Cities COG
Representative on the Rivers and
Mountains Conservancy Board**

TO: Executive Committee

FROM: Richard Powers, Executive Director

SUBJECT: Nominations for Gateway Cities COG Representative on the Rivers and Mountains Conservancy Board

Background

The legislation that created the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy provides for two positions on the RMC Board for members of the Gateway Cities COG Board of Directors. One of these is the mayor of Long Beach or a Long Beach councilmember appointed by the mayor. The second is an appointment by the Speaker of the State Assembly of a member of the COG Board of Directors selected by the Speaker from a list submitted by the COG Board's Executive Committee. (The Speaker retains the option of choosing no one from the list and requesting that a new list be submitted.) The terms of office are two years or until a replacement is named, whichever is longer. The two Gateway Cities incumbents are Long Beach Councilmember Patrick O'Donnell and Signal Hill Councilmember Ed Wilson.

RMC Seat Subject to Reappointment

The COG has been notified by Assembly Speaker Karen Bass that the term of Ed Wilson has expired and she has requested that the COG Executive Committee submit a list of potential appointees for her consideration as soon as possible.

Nomination Procedure

The nomination procedure that the COG has followed in the past is as follows:

1. A communication goes out from the COG President to the members of the Board of Directors other than those from the City of Long Beach requesting letters of interest in serving on the RMC Board.
2. The Executive Committee meets to approve a list created from those Board members who expressed an interest in serving on the RMC Board.
3. The list is submitted to the Speaker's Office for consideration.
4. Those nominated will need to fill out a Speaker's Appointment Application Form provided by the Speaker's Office.
5. The Speaker will inform the Rivers and Mountains Conservancy of her appointment to the RMC Board.

Although the legislation does not specify the number of nominees that must be submitted on the list to the Speaker, the COG Executive Committee has customarily submitted three names for the Speaker's consideration.

Recommendation

Determine a list of nominees to the Rivers and Mountains Conservancy Board to be submitted to the Speaker of the Assembly.