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. Jack Joseph, COG Deputy Executive Director for 10 Years of Dedicated Service

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 November 4, 2009, is presented for approval. Approval receives and files the minutes of November 4th, Board of Directors meeting.

B. Approval of Warrant Register - Request for Approval of Warrant Register Dated December 2, 2009

C. October 2009 Local Agency Investment Fund Statement

D. Status Report from Lobbyist - Edington, Peel & Associates

E. Agreement with PATH Partners for COG Management and Support for the Gateway Cities Homeless Implementation Planning Project

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

IX. REPORTS

A. Recommendation to Approve a Memorandum of Understanding By and Between California High Speed Rail Authority & Gateway Cities Council of Governments for Coordination and Technical Analysis for the Proposed High Speed Passenger Rail Corridor Through Los Angeles County

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

10 Min

B. SB 375 Update

5 Min

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

C. State Department of Water Resources Approval of the Gateway Cities Integrated Water Management Authority (IRWM)

5 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

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

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

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

D. Report from the Transportation Committee – Oral Report

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

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

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

C. Matters from California Contract Cities Association – Oral Report

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

SUGGESTED ACTION: A MOTION TO HEAR REPORT, POSSIBLE ACTION AND/OR GIVE DIRECTION TO STAFF
E. Matters from the Orangeline Development Authority – Oral Report

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

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

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


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

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

XIV. ADJOURNMENT

NOTICE: New items will not be considered after 9:00 p.m. unless the Board of Directors votes to extend the time limit. Any items on the agenda that are not completed will be forwarded to the next regular Board of Directors meeting scheduled for Wednesday, January 6, 2010, 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
November 4, 2009

President Stefenhagen called the meeting to order at 6:02 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 Bruce Barrows, City of Cerritos
Member Lillie Dobson, City of Compton
Member Josue Barrios, City of Culahyah
Member Victor Farfan, City of Hawaiian Gardens
Member Elba Guerrero, City of Huntington Park
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 Bob Archuleta, City of Pico Rivera
Member Betty Putnam, City of Santa Fe Springs
Member Edward H. J. Wilson, City of Signal Hill
Member William Davis, City of Vernon
Member Greg Nordbak, City of Whittier
Member Curt Pederson, Office of Supervisor Don Knabe
Member Erica Jacquez-Santos, Office of Supervisor Gloria Molina
Member Vincent Harris, Office of Supervisor Mark Ridley-Thomas

ABSENT: Member Bob Kennedy, City of Avalon
Member Sergio Infanzon, City of Bell Gardens
Member Joe Aguilar, City of Commerce
Member from the City of Long Beach
Member Maria Teresa Santillan, City of Lynwood
Member Felipe Aguirre, City of Maywood
Member Richard Steinke, Ex Officio Member, Port of Long Beach
Roll was taken through self-introductions.

Member DuBois led the Pledge of Allegiance.

There were no amendments to the agenda.

There were no public comments.

President Stefenhagen made a presentation to Doug Failing, the newly appointed Executive Director of Highway Programs for the MTA, recognizing him for his service as Caltrans District 7 Director.

There were no matters from staff.

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

Lori Gay, President and CEO of Los Angeles Neighborhood Housing Services, gave a presentation regarding her organization’s efforts to assist those facing foreclosure on their homes. She said her organization provides help at no charge in the form of foreclosure counseling, helping to negotiate loan modifications, and, when necessary, assistance in relocation. It was moved by Member Daniels, seconded by First Vice President Hurtado, to receive and file the report. The motion was approved unanimously.

Michael Leighs, Emergency Preparedness Liaison for the Los Angeles County Department of Public Health, gave a presentation regarding the County’s efforts in dealing with the H1N1 flu. He described the target audience for the flu vaccines that the County is receiving, saying that the H1N1 flu disproportionately impacts younger people and pregnant women. He said the County will rely on private providers to get the vaccine out. It was
moved by First Vice President Hurtado, seconded by Member O’Donnell, to receive and file the report. The motion was approved unanimously.

There was no report from the MTA.

Tom Modica, Manager of Government Affairs for the City of Long Beach, presented a report on the City’s East San Pedro Bay Ecosystem Restoration Study. He described four potential alternatives for modifying the existing breakwater that will be studied. He said the City’s interest is in restoring a natural beach environment that would improve tourism. It was moved by Member Barrows, seconded by Member Wilson, to receive and file the report. The motion was approved unanimously.

Santa Fe Springs City Manager Fred Latham presented a status report regarding the California High Speed Rail Authority’s planning in the Gateway Cities area. He said the Authority had agreed to a memorandum of understanding with the COG that will provide for a collaborative planning effort with the affected cities along the route segment from Los Angeles to Orange County. He said the MOU preserves the cities’ ability to disagree and be engaged. Mr. Latham said the MOU would be going before the High Speed Rail Authority Board first and will come back to the COG Board of Directors in December. It was moved by Member Barrows, seconded by Member DuBois, to receive and file the report. The motion was approved unanimously.

Nancy Pfeffer, COG Director of Regional Planning, presented a status report on SB 375. She said the planning process has become more flexible and collaborative with SCAG. She said there are still issues to be concerned about. She described two upcoming meetings: a November 18 SCAG Regional Workshop; and a SCAG high level workshop to be held on December 3.

The Executive Director said that the bottom line is that SB 375 represents the most significant change in land use authority from cities to the state. President Stefenhagen said that this emphasizes how important it is for the SCAG committee members to attend these meetings.

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

There was no report from the Conservancy Committee.

First Vice President Hurtado presented a report from the I-710 EIR/EIS Project Committee. He said the Project Committee had met the previous week and had a well attended, very lively meeting. He said cities should encourage their people to attend their local advisory committee meetings. Jerry Wood reported that Caltrans had made a very significant decision to use the SCAQMD’s significant thresholds in the I-710 EIR/EIS process.

Jerry Wood presented a report from the SR-91/I-605/I-405 Corridor Cities Committee. He said the important thing for the cities in the study area is that they can set their own course
on transportation planning under SB 375 and other laws.

It was moved by Member Daniels, seconded by Member DuBois, 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.

Member DuBois presented a report from the Transportation Committee. She reported that the MTA Board of Directors had adopted the Long Range Transportation Plan, which includes funds for the I-710 and SR 91/I-604/I-405 projects. She thanked the COG Board members for their support which enabled the subregion to make inroads in the LRTP. She said the letter from President Stefenhagen, which strongly stated that a LRTP without highway funding was unacceptable. She thanked Member Barrows and Signal Hill City Manager Ken Farfsing for attending the MTA Board meeting where the LRTP was discussed. It was moved by First Vice President Hurtado, seconded by Member Salazar, to receive and file the report. The motion was approved unanimously.

The Transportation Deputy presented a report from the I-5 JPA. She said the JPA was reviewing a series of plans on the upcoming project phases. She said the request for approval of funding for remedial projects during the construction phase would be going before the MTA Board soon. She said there is a need to keep the EIR/EIS on the segment from I-605 to I-710 funded, and that the JPA would continue to work with the MTA on this concern.

Kristine Guerrero presented a report from the League of California Cities. She said the League is filing a ballot initiative to protect local revenues to be voted on in the November 2010 General Election. She said that a petition with one million signatures will need to be filed with the state by mid-April.

There was no report from the California Contract Cities Association.

Matt Horton presented a report from SCAG. He reported on the meeting of the California Leadership Network regarding SB 375, which is scheduled for December 3.

Michael Kodama presented a report from the Orangeline Development Authority. He said that the inclusion of the Orangeline in the MTA’s LRTP means that it is now an official project. He said SCAG has released a request for proposals for the first feasibility study.

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

David Hershenson presented a report from the Metro Gateway Cities Service Sector. He reported that there are only very minor changes in the annual service level review. He announced that the opening of the Metro Gold Line Extension would occur on November 16.

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 Member Daniels, seconded by Member O’Donnell, to receive and file all of the committee/agency reports. The motion was approved unanimously.

There were no matters from the Board of Directors.

President Stefenhagen announced that he had appointed Member Barrios to the SCAG Community, Economic, and Human Development Committee.

President Stefenhagen asked for four volunteers to serve on the new COG Board Committee on Homelessness. Second Vice President Dunton and Members Guerrero, Salazar, and Nelson offered to serve. It was the consensus of the Board to approve their appointment.

President Stefenhagen announced that the Executive Committee had been asked by Assembly Speaker Karen Bass to send nominations forward for the COG representative on the Board of Directors for the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. He asked which members wished to be included in the nomination list to be submitted to the Speaker. Immediate Past President Bayer, Member Wilson, and Member Guerrero each requested to be nominated. It was the consensus of the Executive Committee to forward the names of Immediate Past President Bayer, Member Wilson, and Member Guerrero to the Speaker.

**Adjournment:** It was the consensus of the Board to adjourn the meeting at 7:43 p.m.

Respectfully submitted,

Richard Powers, Secretary
VIII. CONSENT CALENDAR
ITEM B
Approval of Warrant Register
VIII. CONSENT CALENDAR
ITEM C
October 2009 Local Agency Investment Fund Statement
### Transactions

**Tran Type Definitions**

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### Account Summary

- **Total Deposit:** 3,619.50
- **Beginning Balance:** 1,964,460.57
- **Total Withdrawal:** -100,000.00
- **Ending Balance:** 1,868,080.07
VIII. CONSENT CALENDAR
ITEM D
Status Report from Lobbyist - Edington, Peel & Associates
Monthly Report by Jim Dykstra to Gateway Cities COG
November 20, 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.

*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. As I have been reporting, committee leaders are looking for a way to provide adequate funding and complete a full six-year authorization bill early in 2010. The most recent temporary extension of current legislation expires in December, and there is discussion of a six month extension to permit time to produce a six-year bill.

*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 provided information to Gateway Cities COG regarding Members’ deadlines for project requests for the 2010 Water Resources Development Act and have reviewed and provided comments regarding draft project requests prior to their submittal to Member offices.

*I have continued discussions and email exchanges with staff of Members of Congress representing Gateway Cities members, 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
Agreement with PATH Partners for COG Management and Support for the Gateway Cities Homeless Implementation Planning Project
TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Agreement with PATH Partners for COG Management and Support for the Gateway Cities Homeless Implementation Planning Project

Background

At your meeting of October 7, 2009, the Board approved the organizational structure for the Homeless Implementation Planning Project. As was the case with the previous study which culminated in the adoption of the Gateway Cities Homeless Strategy, the project will be funded by the County of Los Angeles, with the consultant work being performed by PATH Partners under the management and support of the Gateway Cities Council of Governments. The total project funding is $200,000, with $180,000 for the services of PATH Partners and $20,000 for COG administrative support.

One difference from the structure of the previous study is that the County prefers to enter into one contract, rather than two separate contracts (one with the COG and one with PATH Partners). As such, the County has approved a contract with PATH Partners and will fund the COG’s portion through its agreement with PATH Partners using the mechanism of a subcontractor agreement between the COG and PATH Partners. The COG has enjoyed a close working relationship with PATH Partners over the past three years and staff is comfortable with this arrangement.

Recommended Action

Approve the attached subcontractor agreement between PATH Partners and the Gateway Cities Council of Governments.
SUBCONTRACTOR AGREEMENT - STATEMENT OF WORK

SUBCONTRACTOR Organization /Name
Gateway Cities Council of Governments (GCCOG)

Title of Project
Gateway Cities Council of Governments (COG) Homeless Strategy Implementation Planning

Type of Service
Project management support and coordination with GCCOG board, committees and member cities.

Contract Start Date
November 17, 2009

Contract End Date
November 16, 2010

Rate
Various, based on deliverables. See Statement of Work.

Project Summary
The Gateway Cities Council of Governments (GCCOG) will provide expertise and project support during the implementation planning of the homeless strategy. The GCCOG will provide meeting coordination and support, expertise and input on PATH Partner activities and recommendations based on their knowledge of the GCCOG board and member cities, coordinate communication and dissemination of information between PATH Partners and the GCCOG board of directors and member cities, and promote the tasks of the implementation plan among the GCCOG cities.

Tasks and Compensation
PATH Partners will compensate Subcontractor for services rendered during the contracted period for activities and deliverables as described below, in an amount not to exceed twenty thousand dollars ($20,000).

PATH Partners will receive payments for the Implementation Planning of the Homeless Strategy initiative from the County of Los Angeles (“County”), only upon completion of deliverables. Subsequently, PATH Partners will remit payment to Subcontractor within 10 business days after receiving payment for services from the County.
Statement of Work and Fee Schedule

Gateway Cities Council of Governments
Subcontractor Activities in Support of the
"Gateway Cities Homeless Strategy Implementation Plan"

Task 1. LEAD

A. Project Kick-Off: $1,500
   A.1 Meet with PATH Partners to review project management protocols for project.
   A.2 Schedule and host PATH Partners meeting with Gateway Cities Council of Governments staff.
   A.3 Schedule and host PATH Partners meeting with Gateway Cities Council of Governments Ad Hoc Committee on the Homeless.
   A.4 Schedule and host PATH Partners meeting with Gateway Cities Council of Governments City Managers Steering Committee.

B. Development of Regional Leadership: $3,000
   B.1 Work with PATH Partners to identify options for regional leadership.
   B.2 Work with PATH Partners and facilitate meetings with leadership entity for the purpose of providing education and training regarding homeless issues, policies, planning, and programs.
   B.3 Work with PATH Partners to promote the leadership entity within the COG and surrounding regions.

Task 2. ENGAGE

A. Assist PATH Partners in Developing Stakeholder Alliance: $3,000
   A.1 Meet with PATH Partners to assist identification of stakeholder groups.
   A.2 Using GCCOG’s knowledge of cities and other stakeholders, assist PATH Partners in developing a strategy for building consensus and integrating solutions.
   A.3 Provide scheduling, logistical and facilitative support for agreed upon meetings, mailings and presentations.
   A.4 As needed, assist in detail problem solving for specific complex issues.

Task 3. COLLABORATE

A. Engage with the County and COG Cities: $5,000
   A.1 Develop a communication system between the leadership entity, the County and the COG cities for the dissemination of information regarding homeless issues.
   A.2 Work with PATH Partners to identify funding opportunities.

Task 4. IMPLEMENTATION PLANNING

A. Technical Assistance and Capacity Building: $7,500
   A.1 Review report from PATH Partners recommending an implementation strategy in the Gateway Cities region in the various program categories (Prevention, Interim Housing, Rapid Responders, and Permanent Supportive Housing).
   A.2 Provide quality control for final report.
   A.3 Present the final report to City Managers Steering Committee, Ad Hoc Committee on Homelessness, and COG Board of Directors for adoption.
Fee Schedule

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TOTAL $20,000.00

Changes to Statement of Work
The prices quoted in this Statement of Work are good for thirty (30) days from its effective date. If the Statement of Work has not been signed by that time, fees may be re-evaluated.

Occasionally, after a project is underway, work can take an unexpected turn. Significant changes or additions to the Scope of Work will require the completion of an “Amendment to Contract” form to be submitted to and approved by PATH Partners. This will ensure that the changes to the Statement of Work are documented, and that both the Subcontractor and PATH Partners agree to the changes.

The Amendment to Contract form will reflect the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Amendment to Contract will be due at this time as they were stated in the original Agreement and Scope of Work.

Timeline
Once agreement is reached on the Scope of Work, the projected timeline for completion is two (2) months from the time of the signed Agreement. It is noted that the timelines for completing the deliverables may be modified and/or extended to correspond with changes to the overall project timeline approved by the county.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Joel John Roberts, CEO
PATH Partners

Richard Powers, Executive Director
Gateway Cities Council of Governments

Date

PATH Partners Subcontractor Agreement

Page 5 of 5
IX. REPORTS
ITEM A
Recommendation to Approve a Memorandum of Understanding By and Between California High Speed Rail Authority & Gateway Cities Council of Governments for Coordination and Technical Analysis for the Proposed High Speed Passenger Rail Corridor Through Los Angeles County
TO: Board of Directors

FROM: Richard Powers, Executive Director

SUBJECT: Recommendation to Approve a Memorandum of Understanding By and Between California High Speed Rail Authority & Gateway Cities Council of Governments for Coordination and Technical Analysis for the Proposed High Speed Passenger Rail Corridor Through Los Angeles County

Background

As the Board of Directors has been advised, seven member cities of the Gateway Cities Council of Governments are directly impacted by the proposed alignment of the California High Speed Rail Authority (CHSRA) Project. These cities are Vernon, Commerce, Montebello, Pico Rivera, Santa Fe Springs, Norwalk, and La Mirada. Your Board has determined that although the direct impacts are on these cities, this Project has regional implications. In light of that finding, your Board has formally adopted the position that unless the CHSRA is responsive to the impact concerns of the member agencies, the Board will oppose the Los Angeles to Anaheim segment of the Project.

The Board of Directors also authorized GCCOG staff to work with member cities to negotiate an agreement with the CHSRA under which the parties would collaborate in an effort to minimize the adverse impacts on the cities from the High Speed Rail Project. That agreement has been finalized into the form of a Memorandum of Understanding (MOU). The MOU has been approved by the HSRA Board of Directors, is recommended for Board approval by the GCCOG City Managers Steering Committee, and is hereby submitted for your approval. The MOU has been reviewed and found acceptable as to form by the GCCOG Attorney.

The key components of the MOU are:

1. The signatories to the MOU are the HSRA and the GCCOG, however, by reference it applies to the impacted COG cities, the other cities along the Los Angeles to Anaheim Segment, including specifically Buena Park, the MTA, and OCTA

2. The cities and HSRA retain their rights to act independent of the provisions of the MOU.

3. It requires technical collaboration, including the sharing of information and studies, between the parties.

4. It provides that the parties shall work toward agreement on a locally preferred alignment and mitigation alternative by September 1, 2010.
5. It requires collaboration and inclusion of the cities in the preparation of the CEQA documents and provides for the development of an economic impact study, if so desired by the cities.

6. It requires that the HSRA make all reasonable efforts to minimize adverse land use impacts and identify mitigation impacts with local city input.

7. It provides for the creation of an Administrative Committee consisting of the City Managers, MTA, and COG staff.

8. It provides for the creation of a Technical Advisory Committee including technical staff from all stakeholders to address engineering, land use, and environmental issues associated with the Project.

9. Requires that the HSRA make every effort to design, develop, and mitigate to levels acceptable to the cities.

10. Defines the role of the GCCOG as MOU facilitator and administrator, but, not policy decision-maker.

11. Defines the role of the GCCOG in the disbursement of up to $700,000 in HSRA funds to reimburse costs associated with consulting services related to implementation of the MOU tasks on behalf cities.

12. Provides that the HSRA Executive Director and GCCOG Executive Director shall agree upon a Scope of Work under which consulting costs would be reimbursed.

13. Gives the cities the authority to approve all public outreach by the HSRA within their respective communities.


15. Provides a contingency for the suspension of expense reimbursement of costs should the State discontinue HSRA appropriations.

**Recommended Action**

It is recommended that the Gateway Cities Council of Governments Board of Directors approve the Memorandum of Understanding with the California High Speed Rail Authority as submitted herein.
MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

&

GATEWAY CITIES COUNCIL OF GOVERNMENTS

FOR COORDINATION AND TECHNICAL ANALYSIS FOR

THE PROPOSED HIGH-SPEED PASSENGER RAIL CORRIDOR

THROUGH LOS ANGELES COUNTY

This Memorandum of Understanding (MOU) is entered into by and between the California High-Speed Rail Authority (CHSRA) and the Gateway Cities Council of Governments (GCCOG) (referred to herein individually as a PARTY and collectively as the “PARTIES” to this MOU), regarding the preparation of technical studies and coordination for the High-Speed Passenger Rail Corridor between the City of Los Angeles and the City of Anaheim (the “PROJECT”) with regard to the following matters:

REQUITALS:

WHEREAS, CHSRA in partnership with the Federal Railroad Administration (FRA) has completed and on November 2, 2005 certified a Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California and the HST system approved by CHSRA includes a corridor between Los Angeles County and Orange County defined as the LOSSAN Corridor – HST (Los Angeles to Anaheim) (referred to herein as the “Corridor”); and

WHEREAS, the certified Program Environmental Impact Report carried forward a single HST train technology which is electrified steel-wheel-on-steel-rail dedicated service, with a maximum speed of 220 mph or 350 kph; and

WHEREAS, the authority and responsibility for the planning, construction, and operation of high-speed passenger train service at speeds exceeding 125 miles per hour in California is exclusively granted to CHSRA by Public Utilities Code Section 185032.2; and

WHEREAS, CHSRA has the authority to accept grants, fees, and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (Public Utilities Code section 185034(4)); and

WHEREAS, the Southern California Association of Government (SCAG) adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG’s region’s travel needs through the year 2035, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, GCCOG is involved and represents Cities in the Corridor in the planning and coordination of development and operation of transportation and transit services in the Gateway Cities region of Los Angeles County; and
WHEREAS, Los Angeles County Metropolitan Transportation Authority (LACMTA) although it is not a signatory party to this MOU, it too has an MOU with CHSRA. This MOU between CHSRA and GCCOG acknowledges by reference the critical role the LACMTA has accepted for the facilitation and implementation of this MOU.

WHEREAS, it is the intent and purpose of this MOU to demonstrate the continuing desire of the PARTIES to cooperate, to coordinate, and to share the results of their studies and to share their respective views on the subject of all proposed improvements and enhancements to the HST Corridor in a manner which best enhances state and regional transportation networks, and which reduces or eliminates unnecessary impacts on surrounding jurisdictions and communities.

WHEREAS, the Orange County Transportation Authority (OCTA), although it is not a signatory party to this MOU, it too has a cooperative agreement with the CHSRA. This MOU between the CHSRA and GCCOG acknowledges by reference the critical role that that OCTA has accepted for the development of the Corridor between the Anaheim Regional Transportation Intermodal Center and the Los Angeles County Line on the LOSSAN Corridor.

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. The PARTIES intend to work together in the development of an Alternatives Analysis and selection of a Locally Preferred Alternative (LPA) for Corridor development by no later than September 1, 2010 that will utilize, as appropriate, all the initial phases of work in the preparation and completion of required planning and technical studies and environmental analysis for the establishment of HST service in the Corridor. Such analysis may include an Economic Impact Study as part of the Environmental Analysis.

2. The PARTIES agree to form a project technical working group composed of City Engineers and Community Development Directors (and others as deemed appropriate by the City Managers and MTA Management) including staff members from LACMTA, OCTA, CHSRA, and GCCOG for the purpose of providing technical, land-use, and policy input, including, but not limited to, impact mitigation recommendations, reviewing deliverables and providing comments that facilitate completion of the necessary technical work related to determining the feasibility and environmental evaluation of the PROJECT.

3. The GCCOG will form an Administrative Committee composed of City Managers and including staff members from LACMTA, OCTA and GCCOG for the purpose of assisting the Authority with regard to policy and to provide policy direction and oversight of the technical working group.

4. The PARTIES agree that any CHSRA right of way design or utilization plan in or for land over which any member of the GCCOG has jurisdiction will be developed in a process that solicits and permits participation, consultation and advice of the City Managers, or designees, having jurisdiction over that land prior to adoption by CHSRA of a relocation plan or land and ROW utilization plan. CHSRA shall make reasonable efforts to minimize the impact to or relocation of businesses, residents and institutions within the LOSSAN corridor jurisdictions. Where disruption does occur, CHSRA will work with local City agencies to identify opportunities to relocate displaced businesses, residents and/or institutions in the City affected by the relocation plan and CHSRA shall solely bear the cost of the preparation of any studies, conceptual designs or engineering and design related to execution of the relocation plan in accordance with legal requirements applicable to CHSRA and the high speed rail project.

5. Unless otherwise agreed in writing in this MOU, and as an amendment to this MOU, and authorized by competent authority,
a) The CHSRA will be the lead agency and bear the cost of the preparation and adoption of the Corridor HST System Environmental/Engineering Work (including the cost of the public involvement program and project EIR/EIS documents and related technical studies for the Corridor defined in the CHSRA’s certified Final Program EIR/EIS for the Proposed HST System). CHSRA will make acceptable staff available to the GCCOG and will provide all previous work and analyses that have been prepared and provide staff to provide presentations and assistance to fulfill the terms of this MOU.

b) GCCOG will assist the development of the HST Corridor by providing to and advising the CHSRA of GCCOG member Cities adopted and proposed plans, redevelopment plans, relocation opportunities, various environmental impacts, options for designs and other land use-related policy or decisions that effect or may be affected by development of the HST in the Corridor to evaluate and communicate to the Authority if development of the PROJECT within the LCSSAN corridor can be designed and developed acceptable to the local communities as communicated through the Administrative Committees.

c) CHSRA will reimburse the GCCOG for PROJECT related tasks as identified in this MOU up to and not to exceed a total of $700,000. The scope of work shall be established and agreed upon by the Executive Directors of the CHSRA and GCCOG prior to the incurring of reimbursable costs. GCCOG will submit invoices, records, and documentation in a form and frequency determined by CHSRA. CHSRA will reimburse GCCOG within 30-days receipt of the invoice.

6. The PARTIES recognize that realistic planning for the future of the Corridor requires recognition of existing constraints along this Corridor including community, agency or political constraints, and also requires recognition of the need for cooperation and coordination among all of the interested agencies which have responsibilities to address public transportation needs in and along that Corridor.

7. Each PARTY will provide technical and policy input and technical support, review and comment on documents in a timely manner, and staff of each PARTY will actively work together with other PARTIES for Corridor improvement.

8. Each PARTY agrees to encourage public awareness of and involvement in the PROJECT and decision processes concerning the Corridor in which the PARTIES are engaged. CHSRA agrees to assist GCCOG in developing future public outreach programs for each community and, to the extent practical, coordinate with, and seek the input and consent of each City for all CHSRA outreach efforts within that Community.

9. Each PARTY agrees that the primary purpose, intent and spirit of this MOU is to expand cooperation and coordination among the PARTIES. To this end, the PARTIES agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals, but not less than once each calendar month.

10. Each PARTY intends to use the products of the technical studies as it determines is appropriate, consistent with its respective authority and to the maximum extent possible.

11. Each PARTY to this MOU is responsible for making its own determination as to the usefulness or as to the propriety of its use or reliance upon the work product of any other PARTY to this MOU. It is not intended by this MOU that either PARTY to this MOU represents or warrants that its work product is sufficient for the purposes to which the other PARTY may wish to apply that work product.
This MOU does not reduce, expand, transfer, or alter in any way, any of the statutory or regulatory authorities and responsibilities of any of the signatories, including the Member Cities of the GCCOG.

12. The CHSRA, GCCOG, its Member Cities and all other cities along the Corridor retain all decision-making authority and rights otherwise granted with regard to the Project, unconstrained by this MOU.

13. It is noted that there may be differences in the nature of what CHSRA is studying and that which the other PARTY will be considering. This MOU is not intended to constitute and does not constitute any limitation on the CHSRA's decision making or that of either PARTY.

14. Each PARTY agrees to work diligently together and in good faith, cooperate and coordinate with each other PARTY, its staff, contractors, consultants, and vendors, providing services required under this MOU to the extent practicable in the performance of the PROJECT and in conjunction with each PARTY's other respective responsibilities in the Corridor under this MOU.

15. Each party agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting from any act or failure to act on the part of the indemnifying party or its officers, agents or employees in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party in the performance of this agreement.

16. This MOU may only be modified or amended in writing. All modifications, amendments, changes, and revisions of this MOU from time to time, in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by each of the PARTIES.

17. This MOU shall be governed by and construed in accordance with applicable federal, state of California, and local laws. The PARTIES each shall comply with all applicable federal, state of California, and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated hereunder.

18. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the MOU between the PARTIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

19. Each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any relevant incidence of fire, flood or other emergency; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; or a material act or omission by any PARTY, when satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the PARTY's control and is not due to the fault or negligence of the PARTY not performing, and does not impair the PARTY's continued participation in the MOU. Additionally, each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation in the adopted State Budget for work under this MOU, or the lack of sufficient appropriation of funds for the continuation of this MOU from a PARTY's applicable funding agencies.
20. Any notice sent by first class mail, postage paid, to the addresses and addressees listed below shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of each PARTY who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are listed below:

**California High-Speed Rail Authority**
925 L Street, Suite 1425
Sacramento, CA 95814
Attention: Dan Leavitt, Deputy Director
(916) 324-1541, dleavitt@hsr.ca.gov

**Gateway Cities Council of Governments**
18401 Paramount Boulevard
Paramount, CA 90723
Attention: Richard Powers, Executive Director, Gateway Cities Council of Governments
(562) 663-6653, npowers@gatewayco.org

If any of the names and/or information listed above should change, the PARTY making such changes shall notify the other PARTY in writing of the changes within five (5) days of effective date of such changes.

In addition, courtesy copies of notices shall be provided to the following:

**Los Angeles County Metropolitan Transportation Authority**
One Gateway Plaza
Los Angeles, CA 90012-2962
Attention: Alex Clifford, Executive Officer – High Speed Rail
(213) 922-7491, aclifford@metro.net

**Orange County Transportation Authority**
600 S. Main Street
Orange, CA 92868
Attention: Darrell Johnson, Executive Director – Rail Programs
(714) 560-5043, DJohnson@octa.net

If any of the names and/or information listed above should change, the PARTY making such changes shall notify each other PARTY in writing of the changes within five (5) days of effective date of such changes.

21. The obligation of the CHSRA to make any payments hereunder is valid and enforceable against CHSRA only if sufficient funds are made available by appropriation in the appropriate fiscal year for the purposes of this MOU. In addition, this MOU is subject to any restrictions, limitations or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this MOU in any manner.

22. This MOU may be executed in counterparts. This MOU shall be effective upon the date of full execution of this MOU by the PARTIES. This MOU shall continue in full force and effect through December 31, 2011, unless terminated earlier by mutual written consent of the PARTIES. Either PARTY may withdraw from and terminate its participation in the MOU upon providing 30 days written notice to
the other PARTY hereto, provided that the terminating PARTY shall bear the reasonable costs of terminating work it has requested under this MOU through the date of its withdrawal from the MOU. The term of this MOU may only be extended upon mutual written agreement by the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Memorandum of Understanding to be executed as to the date opposite their signatures.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY:

[Signature]
MEDHI MORSHED
Executive Director

11-17-09
Date

GATEWAY CITIES COUNCIL OF GOVERNMENTS:

[Signature]
Richard Powers
Executive Director

Date
IX. REPORTS
ITEM B
SB 375 Update
TO: Board of Directors
FROM: Richard Powers
SUBJECT: SB 375 Update

Background

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 (RTP). The next RTP is due to the federal government in Spring 2012. SB 375 allows sub-regions within the SCAG region to undertake development of their own Sustainable Community Strategy (SCS), in collaboration with the county transportation commission.

Issue

The COG staff attended the SCAG regional workshop on SB 375 on November 18 in Ontario. COG staff is available to visit each Gateway city council to make a presentation on SB 375. To date we have briefed Bellflower, Signal Hill, and Compton, and visits to Norwalk and Cerritos (Planning Commission) are scheduled for December, with Montebello in January.

The COG’s consultants have drafted a summary policy paper that assesses the pros and cons of accepting delegation of the preparation of a sub-regional SCS.

SCAG has agreed that the COG may advise of our decision regarding delegation following the COG Board meeting of January 6, 2010. That agenda will include a recommended action regarding delegation.

Major remaining milestones in implementing SB 375 are as follows:

- January 6, 2010: Gateway Cities COG action regarding SCS delegation
- May 2010: SCAG General Assembly; completion of a “pre-draft” regional SCS and estimated GHG reduction target to convey to the California Air Resources Board (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.
Recommended Action

Receive and file.
IX. REPORTS
ITEM C
State Department of Water Resources
Approval of the Gateway Cities
Integrated Water Management Authority
(IRWM)
November 12, 2009

Ms. Annette Hubbell
Executive Officer
LA Gateway Region IRWM Joint Powers Authority
1111 Brookshire Avenue
Downey, California  90241

Dear Ms. Hubbell:

The purpose of this letter is to inform the Los Angeles Gateway Integrated Regional Water Management (Gateway IRWM) Region of the status of the Department of Water Resources' (DWR) decision on the 2009 IRWM Region Acceptance Process (RAP). On September 1, 2009, DWR issued Draft Recommendations for the submitting entities of the Proposition 84 - 2009 IRWM RAP, which included the recommendation not to approve the Gateway IRWM Region. However, as discussed below, DWR has reconsidered the draft recommendation and will approve the Gateway IRWM Region for competition in the next round of IRWM grant funding.

The Gateway IRWM Region boundary is based on the contiguous city boundaries of the Gateway Cities Joint Powers Authority members and is wholly contained within the Lower San Gabriel and Lower Los Angeles Rivers and South Bay sub-region of the Greater Los Angeles County (GLAC) IRWM Region. DWR recognizes and commends both the Gateway and GLAC regions for the IRWM planning efforts that they have undertaken to date to improve regional water management within the Los Angeles area.

Given the physical connection between the Gateway region and the GLAC region, DWR maintains that in order to effectively plan and address regional concerns, such as storm water management, wastewater treatment and recycling, and aging infrastructure, cooperation between the Gateway and GLAC regions on the larger regional scale is imperative. However, continued local and sub-regional planning will be necessary to develop the detailed technical data and needs analysis necessary to support both local and regional efforts. Therefore, DWR has reconsidered its Draft Recommendations and will approve the Gateway IRWM Region. DWR’s future desired outcome for the Gateway and GLAC regions is the integration of the planning efforts of the two areas into a single regional plan that fosters integration and cooperation and does not result in overlapping and competing planning efforts.
Ms. Annette Hubbell
November 10, 2009
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If you have any questions or need additional information, please call me at (916) 653-7007 or your staff may call Mark W. Cowin, Deputy Director at (916) 654-7180.

Sincerely,

Lester A. Snow
Director

cc: Mr. Kevin Wattier, Board Chairman
LA Gateway Region IRWM Joint Powers Authority
11111 Brookshire Avenue
Downey, California 90241

Mr. Desi Alvarez, Board Secretary
LA Gateway Region IRWM Joint Powers Authority
11111 Brookshire Avenue
Downey, California 90241

Mr. Bill Bennett, GEI Consultants
LA Gateway Region IRWM Joint Power Authority
10860 Gold Center Drive
Rancho Cordova, California 95670
X. REPORTS FROM COMMITTEES
ITEM A
Conservancy Committee
TO: Board of Directors

FROM: Councilmember Patrick O’Donnell  
Councilmember Edward Wilson

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

Background

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

Issue

The RMC Board met on Monday, November 23, in Bellflower. The RMC approved a resolution conveying concerns regarding possible future legislation related to the National Park Service Special Resource Study of the San Gabriel Watershed and Mountains.

Former COG staff member and current Bellflower Public Works Director Deborah Chankin received special recognition from the RMC for her diligent work on several successful projects. The Board also approved grant amendments to projects in the Cities of Bellflower and Santa Fe Springs.

Under a state furlough order, the RMC continues to be closed 3 Fridays per month at least through June 2010. The Board will continue to meet bimonthly until further notice.

Recommended Action

Receive and file this report.