

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth that maximizes ridership in Southern California. The Authority is composed of the following public agencies:

AGENDA REPORT

TO: Members of Eco-Rapid Transit
FROM: Michael Kodama, Executive Director
DATE: August 14, 2019
SUBJECT: **UPDATE AND/OR ACTION REGARDING AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN GATEWAY CITIES COUNCIL OF GOVERNMENTS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE ENVIRONMENTAL ANALYSIS OF THE WEST SANTA ANA BRANCH CORRIDOR**

Public comments on items on the agenda will be taken at the time the item is called and are limited to 3 minutes per speaker

ISSUE

Eco-Rapid Transit staff have been working with Gateway Cities Council of Governments to develop Amendment Number 1 to the Funding Agreement between Gateway Cities and the Los Angeles County Metropolitan Transportation Authority for the Environmental Analysis of the West Santa Ana Branch corridor.

The COG approved Amendment No. 1 to Funding Agreement between MTA and Gateway Cities COG for the Environmental Analysis of the West Santa Ana Branch Transit Corridor on Wednesday, August 10, 2019.

BACKGROUND

In July 2017, the COG entered into a funding agreement with the MTA that allocated the funding of \$700,000 to do a preliminary environmental analysis of the alternative alignments of the proposed Eco-Rapid Transit corridor between Artesia and downtown Los Angeles on the West Santa Ana Branch right-of-way. Funds would be used to reimburse cities along the corridor for their staff and consultant time in analyzing the environmental impacts in their communities, as well as to partially fund the COG's Transportation Analyst for participation in this study.

In the original agreement the city of Bellflower was named the fiscal agent for the processing of expenditures on behalf of the Eco-Rapid Transit JPA for the WSAB. Recently, the city of Bellflower announced they would no longer act in this capacity and the city of Artesia accepted the responsibility of fiscal agent. It was required by the MTA to amend the original agreement replacing the fiscal agent as Artesia.

City of Artesia

City of Bell

City of Bell Gardens

City of Cudahy

City of Downey

City of Glendale

City of Huntington Park

City of Maywood

City of Paramount

City of South Gate

Burbank-Glendale-Pasadena
Airport Authority

Chair

Karina Macias
Mayor
City of Huntington Park

Vice-Chair

Ali Sajjad Taj
Council Member
City of Artesia

Secretary

Sean Ashton
Councilmember
City of Downey

Treasurer

Vrej Agajanian
Council Member
City of Glendale

Internal Auditor

Jose R. Gonzalez
Mayor
City of Cudahy

Executive Director

Michael R. Kodama

General Counsel

Teresa L. Highsmith

Ex-Officio

William Rawlings
City Manager Representative



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- City of Artesia
- City of Bell
- City of Bell Gardens
- City of Cudahy
- City of Downey
- City of Glendale
- City of Huntington Park
- City of Maywood
- City of Paramount
- City of South Gate
- Burbank-Glendale-Pasadena Airport Authority

Chair

Karina Macias
Mayor
City of Huntington Park

Vice-Chair

Ali Sajjad Taj
Council Member
City of Artesia

Secretary

Sean Ashton
Councilmember
City of Downey

Treasurer

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City of Cudahy

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Michael R. Kodama

General Counsel

Teresa L. Highsmith

Ex-Officio

William Rawlings
City Manager Representative

RECOMMENDATION

It is recommended that the Board:

1. Support approval of Amendment No. 1 to Funding Agreement between MTA and Gateway Cities COG for the Environmental Analysis of the West Santa Ana Branch Transit Corridor information presented and offer action items; and/or
2. Receive and file the item

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

*Wednesday, August 7, 2019
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.

Public comment is welcome. If you would like to address the Board, please keep your comments brief and complete a speaker card for the President.

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

VI. MATTERS FROM STAFF

- A. Move January 1, 2020 Board Meeting to Another Date

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

- A. Approval of Minutes – Minutes of the Board of Directors Meeting of June 26, 2019, are presented for approval. (Pg. 6)
- B. Approval of Warrant Register - Request for Approval of Warrant Register Dated August 7, 2019 (Pg. 12)
- C. Local Agency Investment Fund Statement (Pg. 30)
- D. Amendment No. 1 to Funding Agreement between the Gateway Cities Council of Governments and the Los Angeles County Metropolitan Transportation Authority for the Environmental Analysis of the West Santa Ana Branch Transit Corridor (Pg. 32)
- E. Agreement Recognizing the City of Artesia as the New Fiscal Agent for the Gateway Cities Council of Governments, Eco Rapid Transit JPA Agreement for Funding Associated with the Los Angeles County Metropolitan Transportation Authority Environmental Analysis for the West Santa Ana Branch Transit Corridor (Pg. 43)
- F. Amendment No. 2 to Professional Services Agreement between Gateway Cities Council of Governments and Emerson & Associates (Pg. 52)
- G. Amendment to Agreement for Consulting Services by and between Gateway Cities Council of Governments and Southstar Engineering & Consulting Inc. (Pg. 55)
- H. Amendment to Agreement by and between Gateway Cities Council of Governments and Smith Watts & Company LLC. (Pg. 58)
- I. Amendment to Agreement Between Gateway Cities Council of Governments and Jones & Mayer for Legal Services (Pg. 61)
- J. Amendment No. 8 to Contract No. AO-12-024 Between County of Los Angeles and the Gateway Cities Council of Governments for Implementation of the Homeless Action Plan (Pg. 64)
- K. Seventh Amendment to Agreement with PATH for Implementation of the Gateway Cities Homeless Action Plan (Pg. 78)

**VII. CONSENT CALENDAR
ITEM E**

**Agreement Recognizing the City of Artesia as
the New Fiscal Agent for the Gateway Cities
Council of Governments, Eco Rapid Transit
JPA Agreement for Funding Associated with
the Los Angeles County Metropolitan
Transportation Authority Environmental
Analysis for the West Santa Ana Branch
Transit Corridor**

TO: Board of Directors

FROM: Nancy Pfeffer, Executive Director

SUBJECT: Agreement Recognizing the City of Artesia as the New Fiscal Agent for the Gateway Cities Council of Governments, Eco Rapid Transit JPA Agreement for Funding Associated with the Los Angeles County Metropolitan Transportation Authority Environmental Analysis for the West Santa Ana Branch Transit Corridor

Background

In July 2017, the COG entered into a funding agreement with the MTA that allocated the sum of \$700,000 to do preliminary environmental analysis of the alternative alignments of the proposed West Santa Ana Branch/Eco-Rapid Transit Corridor light rail project between Artesia and downtown Los Angeles. Funds would be used to reimburse cities along the corridor for their staff and consultant time in analyzing the environmental impacts in their communities, as well as to partially fund the COG's Transportation Analyst for participation in this study.

Issue

In the original agreement the City of Bellflower was named the fiscal agent for the processing of expenditures on behalf of the Eco-Rapid Transit JPA for the WSAB. Recently, the City of Bellflower announced they would no longer act in this capacity and the City of Artesia accepted the responsibility of fiscal agent; necessitating a new agreement.

Recommended Action

Approve the attached Agreement between the Gateway Cities COG, the Eco Rapid Transit JPA, and the City of Artesia.

Attachment

GCCOG/Eco-Rapid JPA/Artesia Agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ORANGELINE DEVELOPMENT AUTHORITY/ECO-RAPID
TRANSIT JPA,
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
THE CITY OF ARTESIA
REGARDING IMPLEMENTATION OF FUNDING AGREEMENT
FOR THIRD-PARTY ADMINISTRATION OF THE ENVIRONMENTAL STUDY
OF THE WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT**

This Memorandum of Understanding (the "MOU") is made and entered into _____ ("Effective Date") by and among the Orangeline Development Authority, dba Eco-Rapid Transit, a joint powers authority ("Authority"), the Gateway Cities Council of Governments, a joint powers authority ("Agency") and the City of Artesia, a general law city and municipal corporation ("City"), individually as a "Party" and collectively as "the Parties."

Recitals

- A. The purpose of the Authority is to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth that maximizes ridership in Southern California. The Authority is composed of the Burbank-Glendale-Pasadena Airport Authority and the cities of Artesia, Bell, Bell Gardens, Cudahy, Downey, Glendale, Huntington Park, Maywood, Paramount, and South Gate.
- B. The membership of the Agency includes 27 cities in the Southeast Los Angeles area, three Los Angeles County Supervisorial Districts, and the Port of Long Beach. The Agency provides cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines. The Agency provides leadership and supports various initiatives for its members, including implementing clean air strategies, addressing housing needs, reducing traffic congestion, conducting short and long-range transportation studies, preserving and enhancing open space, and strengthening the economy.
- C. The Agency has entered into Funding Agreement No. 92000000FACGGC03 ("Funding Agreement") with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Agency to provide third-party administration of LACMTA's environmental clearance of the West Santa Ana Branch Transit Corridor ("Project")

led by Authority.

- D. City has agreed to perform the duties and obligations as a fiscal agent, as set forth in Attachment A to the Funding Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Funding Agreement Incorporated. The Funding Agreement is attached hereto as Exhibit "A" and incorporated by this reference as if fully set forth herein.

2. Term. The term of this MOU shall be the same as the term of the Funding Agreement.

3. Obligations of Agency. Agency shall perform all obligations assigned to it as set forth in the Funding Agreement. Additionally, Agency shall seek funding in the amount of \$82,000 from LACMTA for the purpose of reimbursement of Authority of funds for the Project and \$20,000 for the purpose of reimbursement of City for fiscal services performed as set forth herein. Upon receipt of such funds in any amount from LACMTA, Agency shall transfer the funds in full to City.

4. Obligations of Authority. Authority acknowledges that it is a Participating Agency as set forth in the Funding Agreement. Authority will perform all obligations assigned to it as set forth in the Funding Agreement. Authority shall submit monthly invoices to City for payment for the services performed for the Project.

5. Obligations of City. City acknowledges that it is a Participating Agency as set forth in the Funding Agreement. City will perform all obligations assigned to it as set forth in the Funding Agreement. Additionally, City shall perform the fiscal agent duties as set forth in Attachment A to the Funding Agreement. As the fiscal agent, City shall pay Authority's invoices and receive reimbursement for such payments from LACMTA funding through the Agency. City shall be entitled to compensation for its services as the fiscal agent in the full amount funded by LACMTA. In the event that the funds received for reimbursement does not fully reimburse City for payments made to Authority, City shall send written notice to Authority of the amount of difference between the payments and reimbursement, and Authority shall remit the amount of the difference within 30 days of receipt of such notice.

6. Records. Each Party shall maintain all records relating to the performance of this MOU during the term of this MOU and for three years thereafter. Each Party shall be entitled to review the records of any other Party relating to the performance of this MOU upon reasonable notice.

7. Non-discrimination. Authority shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this MOU.

8. Compliance with Applicable Law. All Parties shall comply with all applicable Federal, State, and local laws in the performance of this MOU.

9. Insurance. Each Party shall maintain insurance as set forth in Section V of the Funding Agreement. Authority and City shall provide copies of certificates of insurance to Agency and shall provide other documentation of insurance coverage to Agency if such documentation is required by LACMTA.

10. Indemnification. To the fullest extent permitted by law, each Party agrees to save, indemnify, defend and hold harmless each other Party 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 MOU, and attributable to the fault of the first Party. 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 another Party will indemnify the other Party or Parties or the percentage of liability determined as set forth in this section.

11. Notices. Any notice required to be given hereunder will be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: William Rawlings, City Manager
City of Artesia
18747 Clarkdale Ave.
Artesia, CA 90701

TO AUTHORITY: Michael R. Kodama, Executive Director
Orangeline Development Authority
16401 Paramount Blvd
Paramount, CA 90723

TO AGENCY: Nancy Pfeffer, Executive Director
Gateway cities Council of Governments
16401 Paramount Blvd
Paramount, CA 90723

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

13. Law to Govern; Venue. This MOU 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.

14. No Presumption in Drafting. All Parties have cooperated in the drafting of this MOU. No presumption for or against any Party arising out of drafting all or any part of this MOU will be applied in any action or proceeding involving this MOU.

15. Entire Agreement. This MOU 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. Any amendments hereto must be in writing and signed by all Parties.

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

17. Litigation/Proceeding Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this MOU, 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.

18. Assignment and Delegation. No Party shall assign any rights nor delegate any duties under this MOU without the amendment of this MOU.

19. Counterparts. This MOU may be executed in one or more counterparts, all of which together shall constitute a single MOU and each of which shall be an original for all purposes.

20. Execution. The legislative bodies of the Parties hereto each have authorized execution of this MOU, as evidenced by the respective signatures attested below.

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

ORANGELINE DEVELOPMENT AUTHORITY

Michael R. Kodama, Executive Director

Date: _____

ATTEST:

APPROVED AS TO FORM:

William Rawlings, City Manager
CITY OF ARTESIA

_____ Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GATEWAY CITIES COUNCIL OF GOVERNMENTS

_____ Date: _____
Diane DuBois, President

ATTEST:

Nancy Pfeffer, Secretary

APPROVED AS TO FORM:

Ivy M. Tsai, Legal Counsel

EXHIBIT A
FUNDING AGREEMENT AMENDMENT (SEE PAGE 34)

Board of Directors Meeting Agenda August 7, 2019

AMENDMENT NO. 1

Funding Agreement No. 920000000FACGG03

**AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN GATEWAY CITIES COUNCIL OF GOVERNMENTS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of May 9, 2019, by and between the Gateway Cities Council of Governments ("AGENCY"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. AGENCY and LACMTA entered into that certain Funding Agreement No. 920000000FACGG03, dated October 10, 2016, (the "Existing FA"), which Existing FA defines the roles, responsibilities, and protocols of the AGENCY and eligible subrecipients to the AGENCY, in LACMTA's environmental clearance of the West Santa Ana Branch Transit Corridor (the "Project"); and

B. Whereas, both parties desire to amend the fiscal agent responsible for processing of expenditures from the Eco-Rapid Transit JPA to the City of Artesia; and

C. AGENCY and LACMTA desire to amend the Existing FA as provided herein.

Rev: 09.26.2017

1

FA Local Amendment Lapsing Date Extension

Board of Directors Meeting Agenda August 7, 2019

AMENDMENT NO. 1

Funding Agreement No. 925000000FACGG03

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.
2. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

Rev: 09.26.2017

2

FA Local Amendment Lapsing Date Extension

Board of Directors Meeting Agenda August 7, 2019

AMENDMENT NO. 1

Funding Agreement No. 92000000FACGGC03

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 7/18/19

GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Fernando Dutra
President

Date: _____

APPROVED AS TO FORM:

By: _____
Richard D. Jones
General Counsel

Date: _____

FA. 920000002FAGCC03

**ATTACHMENT A-1
COLLABORATIVE EFFORT FRAMEWORK
AND SCOPE OF WORK**

Parties to the Collaborative Effort

1. LACMTA – Los Angeles County Metropolitan Transportation Authority
2. AGENCY - Gateway Cities Council of Governments
3. Participating Agencies:
 - Eco-Rapid Transit JPA (the City of Artesia will act as the fiscal agent for processing of expenditures between Eco-Rapid Transit JPA and City of Artesia. AGENCY to execute a Memorandum of Understanding between Eco-Rapid Transit JPA, City of Artesia, and the AGENCY); and
 - Participating Cities: Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon. (City of Cerritos chooses not to participate.)

Background

- June 2016 – A “near-term” Funding Agreement ~~not to exceed \$230,800 was entered into between LACMTA and the AGENCY (led by Eco-Rapid Transit JPA) to conduct Sustainable TOC Predevelopment and Planning activities, including Conceptual Station Area Land Use Planning Studies for stations in Cerritos, South Gate and Paramount, and Visioning Planning Studies for the City of Vernon Station.~~
- Eco-Rapid Transit JPA’s members (Artesia, Bellflower, and Downey) have received LACMTA TOD Grants and are in process of preparing station area plans.
- September 2016 - the LACMTA Board authorized entering into an agreement with the AGENCY for participation in the Project in the amount not-to-exceed \$700,000.
- October 2016 – FTA awarded TOD Planning Pilot Program Grant to LACMTA to conduct the WSAB Transit Corridor TOD Strategic Implementation Plan in partnership with the City of South Gate and the Eco-Rapid Transit JPA.

Familiarity Required Existing and Pending Complementary Reference Material

The goal of the Collaborative Effort framework is to create consistency in all studies and activities relating to the Project and avoid duplication of efforts. In developing studies and activities relating to the Project, AGENCY and each Participating Agency shall be familiar with existing and pending complementary reference material as set forth herein, and all scopes of work will be reviewed and approved by LACMTA.

Board of Directors Meeting Agenda

August 7, 2019

FA 92000000FAGCG03

1. Approach and Scope of Work (SOW)
 - The development of a SOW shall consider, and to the extent practicable, build upon the framework developed in the WSAB Sustainable Transit Corridor – Phase 1 Near-term Agreement regarding pre-development Transit-oriented Communities (FA#: 92000000FAGCG02). To the extent practicable, all work shall be coordinated with the preparation of the Project and complement the recommendations and findings from prior studies and documents applicable to the Project, including the WSAB TOD Handbook; Caltrans Environmental Justice Assessment; South Gate Station Conceptual Plan; Bellflower Mixed Use Zone Plan; Cerritos Station TOD District; Huntington Park Focused General Plan Update; Rancho Los Amigos South Campus Specific Plan; Bellflower Station Specific Plan; Artesia International Downtown Specific Plan; AECOM Land Use Studies located in Cudahy, Downey, South Gate, and Huntington Park; Conceptual Land Use Planning Studies for stations in Cerritos, South Gate, and Paramount; and Visioning Planning Studies for the City of Vernon Station.
 - An FTA-awarded TOD Planning Pilot Program Grant for the WSAB Transit Corridor TOD Strategic Implementation Plan is available as a reference and resource. A separate partnership agreement is anticipated to be executed for work related to this grant.
2. Prior Studies to Reference and Integrate as Available Information to Assist in Project Coordination Efforts
 - 2011-2015 – \$276,000 FHWA Pass-through Grant for AECOM Land Use Studies for stations located in Cudahy, Downey, South Gate, and Huntington Park.
 - 2011 -2013 - \$213,840 Caltrans Environmental Justice Planning Grant that assessed community impacts and addressed environmental justice goals and objectives relative to the development of the OLDA transit corridor. The project focused on providing regional connectivity to cities located in the project area with surrounding communities. It included the cities of South Gate, Huntington Park, Bell, Cudahy, Maywood and Bell Gardens. LACMTA, AGENCY and Participating Agencies agree to consider or include the environmental justice goals as addressed by the Caltrans Environmental Justice Plan.
 - 2012-2015 – Eco-Rapid Transit JPA and member cities have received \$1.8 million in TOD planning grant funded by a combination of Measure R 2% and Measure R 3% funds for the WSAB TOD Handbook, Huntington Park Focused General Plan Update, Rancho Los Amigos South Campus Specific Plan, Bellflower Station Specific Plan, and the Artesia International Downtown Specific Plan.
 - Cities have received SCAG COMPASS and Sustainability Planning Grants for projects in South Gate, Bellflower and Cerritos.
3. Coordination with Environmental Study (Project)

2

FA Attachment A-1

FA 92800000FACCG03

- Both the TOC and EIS/EIR must recognize that light rail is the build alternative under study. It will be critical that work related to the TOC be closely coordinated with the Project directed for analysis by the Board in September 2016, with respect to the opportunities resulting from the light rail alignment and stations on land use. This will ensure that:
 - a) key assumptions regarding the project's cost, scope and schedule that may emerge from the Environmental Study (Project) are aligned with the TOC scope, as the planning and implementation of viable Transit Oriented Developments necessarily pivots on the scope and timing of the transit investment at its core, such that putting in place the framework for TOC in preparation for the light rail investment maximizes the opportunity; and
 - b) outreach activities with the community, essential to both the environmental study and TOC efforts are optimized, in coordination with LACMTA's outreach activities, to ensure that input of the community is appropriately reflected in both efforts.

Roles and Responsibilities of AGENCY, Participating Agencies, and LACMTA

1. AGENCY

- Review invoices and quarterly reports of the Participating Agencies for accuracy and compliance with the terms of the Agreement.
- Submit invoices and quarterly reports in a timely manner to LACMTA for itself and on behalf of the Participating Agencies.
- Facilitate, in a manner approved by the LACMTA Project Manager and within the approved budget for AGENCY participation, the Participating Agencies in completing the scope of work of the Agreement.

2. Participating Agencies

- Perform activities relating to the scope of work of the Agreement in compliance with all terms and provisions of the Agreement.
- Support and facilitate LACMTA on outreach activities
- Timely prepare and submit to AGENCY invoices and quarterly reports, as well as any other record required by the Agreement.
- Coordinate with LACMTA and its member agencies within the Project area
- Work with LACMTA in a collaborative manner in conducting tasks, roles and responsibilities required by the Agreement.

3. LACMTA

- Lead agency, Project owner and Project manager.
- Outreach activities lead.

Board of Directors Meeting Agenda

August 7, 2019

FA-920800000FAGCCG03

- Public "face" of the Project and outreach activities.
- Provide funding and make timely payments as set forth in the Agreement.

Communication

1. Collaborative Effort Protocol

- **Project Team Meetings:** LACMTA will convene internal project team meetings for purposes of overseeing Project management and Project coordination. These are internal and confidential meetings that are only open to Eco-Rapid Transit JPA upon invitation by LACMTA. These meetings are intended to discuss consultant performance, schedules, other activities including draft materials and discussions not to be discussed or disseminated with other parties without the express consent of LACMTA. LACMTA recognizes the value of coordination and Eco-Rapid Transit JPA as a resource in furthering the Project.
- AGENCY and Participating Agencies shall limit meeting attendees to necessary participants who actively participate by way of providing useful information for the Project, and serve a vital coordination role during or resulting from the meeting.
- Formation of Committees to facilitate timely communication and effective decisions:
 - **Technical Advisory Committee (TAC)** – The LACMTA-led TAC will hold coordinated meetings and regular working group meetings. The TAC consists of task-appropriate managers and technical staff from LACMTA, AGENCY, and Participating Agencies.
 - **Policy and Oversight Committee (POC)** – The POC will provide input to the TAC. The POC will oversee activities to assure the project stays on schedule and milestones are met. The POC will consist of LACMTA's Senior Executive Officer and Executive Officer, and Eco-Rapid Transit JPA's Executive Director or Designee(s). Policy direction as needed will be provided by LACMTA's Chief Planning Officer, and Eco-Rapid Transit JPA's Executive Director and Designee.

2. Communication Points of Contact

- All communication to LACMTA shall be to both the Project Manager as Project lead and Communications Project Manager as communications lead.
- All communications to AGENCY that are not notices pursuant to the Agreement and/or Eco-Rapid Transit JPA shall be to Eco-Rapid Transit JPA's Executive Director or designee.

3. Collaborative Working Relationship Established

- Parties acknowledge, understand and agree that a collaborative working relationship promotes the interests of all parties to the Collaborative Effort in achieving common Project goals. Concerns, problems, or conflicts in with regard

FA 92000000FAGCCG03

to the working relationship in administering the Agreement shall first be communicated to the points of contact above. If still needed, Parties and Participating Agencies will elevate issues to LACMTA's supervising Senior Executive Officer for resolution and advise the points of contact accordingly. This protocol applies to the AGENCY and the Participating Agencies.

Schedule/Timeline

AGENCY and Participating Agencies must coordinate with LACMTA throughout the Project schedule.

Judicious Use of Monies

Parties understand and agree that the monies allocated in this Agreement shall be expended consistent with the terms and conditions of the Agreement. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. AGENCY, Participating Agencies and LACMTA will collaborate and agree upon work tasks and receive LACMTA's approval of work before undertaking it to ensure a mutual understanding of judiciously using monies.

Collaborative Effort Scope of Work:

- Pursuant to Item 12D approved by the LACMTA Board of Directors at its September 22, 2016 meeting, AGENCY will provide third party administration services, pursuant to the terms of the Agreement, for the Cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon to participate in the environmental clearance study for the West Santa Ana Branch Transit Corridor, led by Eco-Rapid Transit JPA. AGENCY's third party administration will include the management of the 5700,000 Project funds, as allocated below, to support the Participating Cities' review of environmental documents and technical report deliverables resulting from Project work and participation on the Project Technical Advisory Committee (TAC)/Working Group (WG) in support of the Project. Participating Agencies and LACMTA should collaborate and agree upon appropriate TAC meetings.
- AGENCY and Participating Agencies will perform the AGENCY roles and responsibilities outlined above.

Board of Directors Meeting Agenda
 August 7, 2019

FA 920000060FAGCCG03

Project Funding Allocation (not to exceed):

	Budget
Gateway Cities COG (AGENCY)	\$100,000
Artesia	\$ 28,000
Artesia – Eco-Rapid Transit JPA	\$55,259.34
Bell	\$ 17,000
Bellflower	\$ 44,000
Bellflower – Eco-Rapid Transit JPA (prior amount invoiced through 12/31/18)	\$242,740.66
Bell Gardens	\$ 12,000
Cudahy	\$ 22,000
Downey	\$ 24,000
Huntington Park	\$ 28,000
Lakewood	\$ 8,000
Lynwood	\$ 12,000
Maywood	\$ 17,000
Paramount	\$24,000
South Gate	\$ 28,000
Vernon	\$ 28,000
Remaining Funds for AGENCY and LACMTA to mutually determine how to distribute to the above	\$ 10,000
Total	\$ 700,000