CITY COUNCIL **AGENDA**

Tuesday, September 10, 2013
Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6737
Next Ordinance No. 1080
Next Agreement No. 13-1408

ROLL CALL:

Gustavo V. Camacho, Mayor
Brent A. Tercero, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
David W. Armenta, Councilmember
Gregory Salcido, Councilmember

COMMISSIONERS SCHEDULED TO BE PRESENT:

Fred Zermeno, Planning Commission
Rod Torres, Parks & Recreation Commission

INVOCATION:

(In accordance with the Court's Decision in Rubin v. City of Burbank, only nonsectarian prayers/invocations are allowed during the invocation)

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- Presentation to Fire Department in Remembrance of 9/11

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

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In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

1. **Minutes:**
   - City Council meeting of August 27, 2013

   Recommendation: Approve
   - Planning Commission meeting of August 5, 2013

   Recommendation: Receive and File

2. **4th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 258508-258682
   Special Checks Numbers: None
   Recommendation: Approve

3. **Safe Routes to School Non-Infrastructure Master Plan, CIP No. 21262, Federal ID No. 5351 (24) – Award Contract.** (500)
   Recommendation:
   1. Award a Professional Services Agreement to Alta Planning + Design for consultant services for the preparation of the Safe Routes to School Non-Infrastructure Master Plan, CIP No. 21262, Federal ID No. 5351 (24) for a not-to-exceed amount of $235,000 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Agreement No. _____

4. **Residential Resurfacing Program (RRP) Phase "E", Cape Seal, Capital Improvement Program No. 21245 – Award Construction Contract.** (500)
Recommendation:
   1. Award a construction contract in the amount of $602,727 to VSS International Inc., for the Residential Resurfacing Program (RRP) Phase "E", Cape Seal, CIP No. 21245, and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
   2. Approve Change Order No. 1 in the amount of $76,727 to reduce the construction contract amount to $526,000.

   Agreement No. _____

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

5. **Approval of the Memoranda of Understandings with Gateway Water Management Authority for the Development of Watershed Management Programs for the Lower Los Angeles River and Lower San Gabriel River.** (500)
Recommendation:
   1. Approve the Memorandum of Understanding (MOU) with Gateway Water Management Authority (GWMA) to Develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower Los Angeles River Watershed Committee and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "B"); and
   2. Approve the Memorandum of Understanding (MOU) with Gateway Water Management Authority (GWMA) to Develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower San Gabriel River Watershed Committee and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "C"); and
   3. Appropriate $113,600 from the General Fund Reserve for the Lower Los Angeles River Watershed Committee ($39,900) and Lower San Gabriel River Watershed Committee ($73,700).

   Agreement No. _____ Agreement No. _____

6. **Alameda Corridor East Joint Powers Authority – Approval of Amended and Restated Joint Exercise of Powers Agreement.** (500)
Recommendation:
   1. Approve the Alameda Corridor East Joint Powers Authority (ACE JPA), Amended and Restated Joint Exercise of Powers Agreement (JPA Agreement) to ensure that Pico Rivera's interests continue to be considered in the ACE Project and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

      Agreement No. _____

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Deputy City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Park and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 6th day of September 2013.

Dated this 6th, day of September 2013

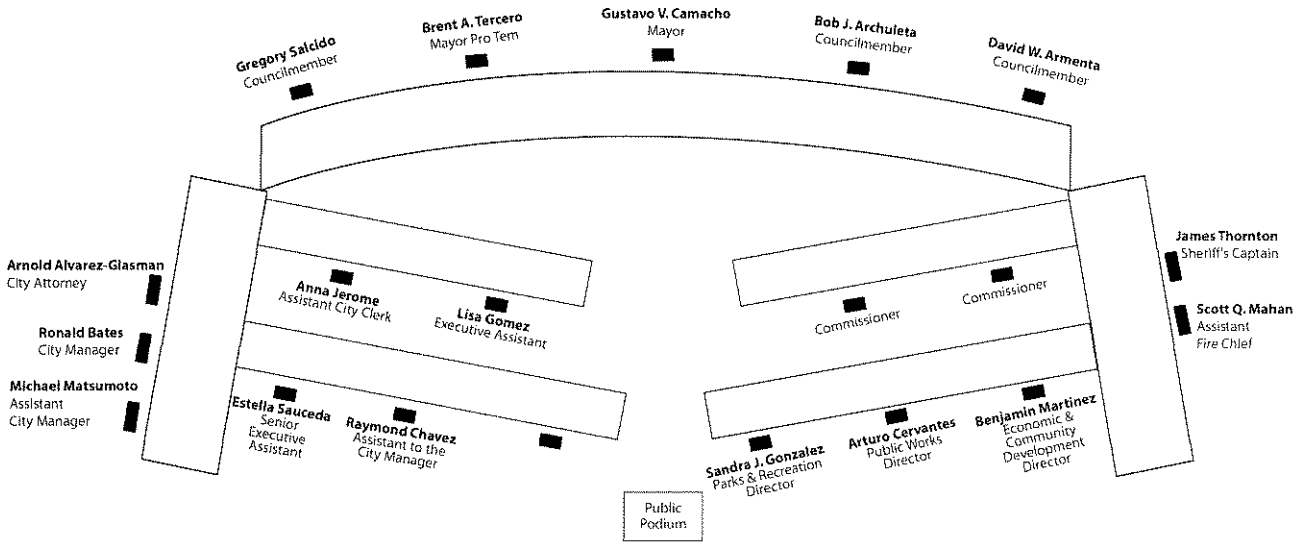
Anna M. Jerome

Anna M. Jerome, CMC
Deputy City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Redevelopment Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.

- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.

- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1st Period of Public Comments.

- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.

- Citizens may address the Council, Redevelopment Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.

- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).

CITY COUNCIL **MINUTES**

Tuesday, August 27, 2013

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Camacho called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Salcido, Tercero, Camacho
ABSENT: None

COMMISSIONERS PRESENT:
Ruben Garcia, Planning Commission
Joseph Palombi, Parks & Recreation Commission

INVOCATION: Parks & Recreation Commissioner Palombi

PLEDGE OF ALLEGIANCE: Planning Commissioner Garcia

SPECIAL PRESENTATIONS:

- Martin Galindo, El Rancho Unified School District Superintendent presented six points of interest for the vision of the El Rancho Unified School District.

PUBLIC HEARING:

1. **Public Hearing – Adoption of a Resolution Ordering the Vacation of a Portion of the Frontage Road Located North of 9036 Beverly Boulevard in the Commercial Planned Development (CPD) Zoned District.** (1600)

Mayor Camacho opened the public hearing and noted that there were no written communications to provide public testimony.

City Manager Bates stated that the vacation of the roadway will assist in the overall development of the property and stated that Norms Restaurant (Norms) has requested to amend the resolution.

City Attorney Nichols stated that staff was just presented with a substitute resolution, Section 4, sub-paragraph 2, in which the proposed language eliminates the binding contract and states that the development plan is to the satisfaction of the Director of Public Works and pursuant to the development plans for the Proposed Vacated Area. Mr. Nichols stated that in his analysis this is a substantial difference.

Community and Economic Development Senior Planner Aguilar stated that the request to change the language was received from Norms. She stated that the language staff put in was a place holder pertaining to what specific improvements would be required within the vacated area. There was one particular requirement, she stated, in regard to a block wall and the way that the original resolution was worded, it stated that the block wall would be required; however, staff has met with Norms and discussed the required improvements and there will not be a requirement for the block wall. In addition, she stated, since the city requires a street improvement plan, before Council adopts this vacation and takes it to the County Registrar Recorders office for recordation, the city requires the submittal and approval of that plan by the city so there is no need for a contract.

Oral Communications:

Jim Pugh, Attorney representing Norms Restaurant:

- Addressed the City Council regarding proposed revised language for resolution pertaining to a block wall and a binding contract.

Public Works Director Cervantes stated that the interest of the Public Works department is the appropriate vacation of the street. As part of the development, he stated, that roadway is going to be vacated and staff wants it to be fully improved as a development by removing all the public improvement and converting them to private improvements; however, at the same time staff wants to make certain that we have the correct interface between the portion of the roadway that is not going to be vacated and the private improvement, so the purpose of this condition is to make certain that the design and interface is appropriate. Staff, he stated, is looking for flexibility, preliminarily with the proposed language.

Mr. Bates stated that staff recommends the revised resolution.

Councilmember Salcido stated that he was not satisfied with the data presented regarding the vacation. He further stated that he was indifferent as to resolving the issue but received complaints from residents about the vacation. Councilmember

Salcido stated that because the vacation is such a small area that it may not be worth the inconvenience to change the traffic culture of the neighborhood while acknowledging that there could be some safety issues.

Mayor Pro Tem Tercero suggested postponing the adoption of the resolution to give City Council more time to review the proposed changes.

Councilmember Archuleta stated that staff has done its due diligence and because the changes to the resolution are not significant he would like to continue going forward with the project.

Councilmember Armenta stated that the residents will adapt to the modifications made by the vacation. Mayor Camacho concurred with Councilmember Armenta's comments. He further stated that the enhancement to the corner may be to make the development more economically viable and to attract a future quality tenant that would add value to the property.

Mayor Camacho closed the public hearing.

Motion by Councilmember Archuleta, seconded by Councilmember Armenta to adopt Resolution No. 6735 ordering the vacation of a portion of the frontage road at the intersection north of 9036 Beverly Boulevard. Motion carries by the following roll call vote:

> Resolution No. 6735 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, ORDERING THE VACATION OF A PORTION OF THE FRONTAGE ROAD LOCATED NORTH OF 9036 BEVERLY BOULEVARD, PICO RIVERA HEREIN REFERRED TO AS STREET VACATION NO. 13-1

AYES: Archuleta, Armenta, Camacho
NOES: Salcido
ABSTAIN: Tercero

2. Public Hearing – 2013 Congestion Management Program. (1300)

Mayor Camacho opened the public hearing and noted that there were no written or oral communications to provide public testimony.

City Manger Bates stated that this is a standard program that comes before City Council every year and needs to be adopted to continue MTA funding.

Mayor Camacho closed the public hearing.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to adopt Resolution No. 6736 affirming city conformance with the Congestion Management Plan. Motion carries by the following roll call vote:

> Resolution No. 6736 A RESOLUTION OF THE CITY OF PICO RIVERA, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

3. Minutes:

- Approved City Council meeting of July 23, 2013;
- Received and filed Planning Commission meeting of June 17, 2013;
- Received and filed Planning Commission meeting of July 15, 2013; and
- Received and filed Parks & Recreation Commission meeting of July 11, 2013

4. Approved 3rd Warrant Register of the 2013-2014 Fiscal Year. (700)
Check Numbers: 257870-258262; 258265-258507
Special Checks Numbers: 257870-258262

5. Designation of Voting Delegate. (100)

1. Appointed Brent A. Tercero as voting delegate and Bob J. Archuleta as alternate for the 2013 Annual League of California Cities Conference.

6. Second Reading - An Ordinance of the City of Pico Rivera Amending Chapter 8.48, *Smoking* of the City of Pico Rivera Municipal Code Prohibiting Tobacco and Electronic Cigarettes in Public Places. (1300)

This item was removed from the Consent Calendar for further discussion and clarification.

7. Residential Resurfacing Program (PRP) Phase "E", Slurry Seal, CIP No. 21245 - Award Construction Contract. (500)

1. Awarded a construction contract in the amount of $316,498 to American Asphalt South Inc. for the Residential Resurfacing Program (RRP) Phase "E", Slurry Seal, CIP No. 21245, and authorized the Mayor to execute the contract in a form approved by the City Attorney.

   Agreement No. 13-1406

8. Amendment No. 11-1244-2 to Agreement No. 11-1244 with El Rancho Unified School District – School Resource Deputy. (500)

1. Approved Amendment No. 11-1244-2 to Agreement No. 11-1244 with El Rancho Unified School District (ERUSD) under which the City will be reimbursed for 50% of the cost of providing a School Resource Deputy from September 2013 through June 2014, and authorized the Mayor to execute the Amendment in a form approved by the City Attorney.

   Agreement No. 11-1244-2

9. Slauson Avenue Street Improvements, CIP No. 21269 – Notice of Completion. (500)

1. Accepted as complete, effective August 9, 2013, work performed by Excel Paving Company on the Slauson Avenue Street Improvements, CIP No. 21269, and instructed the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to approve Consent Calendar Items No. 3, 4, 5, 7, 8 and 9. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

6. Second Reading - An Ordinance of the City of Pico Rivera Amending Chapter 8.48, *Smoking* of the City of Pico Rivera Municipal Code Prohibiting Tobacco and Electronic Cigarettes in Public Places. (1300)

Councilmember Salcido for clarification purposes asked if the Ordinance prohibits the use of e-cigarettes in public places as you would prohibit smoking of cigarettes and cigars in public places. City Manager Bates responded in the affirmative.

Motion by Councilmember Salcido, seconded by Councilmember Armenta to adopt Ordinance No. 1079, an ordinance of the City Council amending Chapter 8.48, *Smoking* of the Pico Rivera Municipal Code updating where tobacco products and electronic cigarettes are prohibited.

> Ordinance No. 1079 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING CHAPTER 8.48, *SMOKING*, PROHIBITING TOBACCO AND E-CIGARETTE SMOKING IN PUBLIC PLACES **(SECOND READING AND ADOPTION)**

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

LEGISLATION:

10. Pico Rivera Campground/Park Rehabilitation Project. (500)

Assistant to the City Manager Chavez introduced Steve Lang and Oscar Johnson of MIG Landscape to provide a PowerPoint presentation on the Concept Design of the Pico Rivera Sports Arena and Campground. The presentation included group camping, equestrian amenities and nature based activities for children.

City Manager Bates stated that by the city having a Master Plan in place it could allow the city to take advantage of funding that may become available through various grants including grants from the county.

Councilmember Archuleta stated that he attended the community meetings regarding the development of this site and the issues covered by the presenters are the issues brought forth from the community and stated he supports the Master Plan. Councilmember Armenta concurred with the comments made by Councilmember Archuleta and stated that he would like action taken now in regard to the cleanup of the campground.

Mayor Camacho stated that there is no timeline on this project, but that the idea is to be shovel ready in order to solicit grant funding. He cautioned against spending any money on this project at this time.

Motion by Councilmember Archuleta, seconded by Councilmember Armenta to consider the Campground/Park Master conceptual design program elements. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

11. Agreement Extension with LEBA Inc. – Concessionaire for the Pico Rivera Sports Arena. (500)

City Manager Bates stated that this project has been under discussion for a number of years and that the city has received very good performance from the current operators at the Sports Arena. He stated the current operators are requesting to extend their agreement in order to invest in some capitol at the Sports Arena. He added that a meeting of the Council Committee was held and general direction was provided to staff at that meeting. He stated that negotiations took place and that the agreement presented before City Council benefits the city and at the same time provides significant improvements for the public which will make the Sports Arena more usable and more attractive for patrons and the community.

Assistant to the City Manager Chavez provided a brief PowerPoint presentation which highlighted the following improvements: a LED standing billboard display, infrastructure improvements, extra seating and a free standing cover over the arena. He added that the agreement extension would be for 20 years which is necessary to amortize the investment for the entire project. He further stated the Army Corps of Engineers has approved the agreement.

Council members discussed and asked questions regarding the term of the agreement, the placement of the billboard display, submission of plans between the city and the Army Corps of Engineers, development of the land and the covering over the arena.

Councilmember Armenta requested that staff look at the Retaining Basin to see if that property could be incorporated into the LEBA Inc. property so that it could be renovated and asked staff to report back to City Council in 45 to 90-days regarding their findings.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve the attached Agreement with LEBA Inc. for operations of the Pico Rivera Sports Arena. Motion carries by the following roll call vote:

Agreement No. 13-1407

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

Recessed to Housing Assistance Agency at 7:12 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 7:13 p.m.

ALL MEMBERS WERE PRESENT

Recessed to Water Authority at 7:13 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Water Authority at 7:30 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS:

Councilmember Archuleta inquired about the library open house on September 21, 2013. City Manager Bates stated that staff is working with Supervisor Molina's office to make it a public opening and a number of people will be invited. Assistant to the City

Manager Chavez added that the construction is nearly complete and the public is invited to the opening.

Mayor Pro Tem Tercero asked staff to investigate if there is a cap on how many smog check businesses there could be in the city and to report back to him on their findings.

OLD BUSINESS:

Councilmember Archuleta asked for an update on the Hide It, Lock It or Lose It program. Lieutenant Sanchez stated that the program has been received well from the Neighborhood Watch groups and at the Towne Center.

Councilmember Salcido suggested that a Blue Ribbon Committee be formed to address the problem of vagrancy. Discussion ensued on homeless issues, programs to help with these issues and constraints on state run facilities. In regard to constraints on state run facilities, City Attorney Nichols stated that care facilities could be regulated. Lieutenant Sanchez added that the Sheriff's Department is working with the care facility to have problem individuals evicted from their facility.

Mayor Camacho mentioned the opening of new businesses in the city such as Panera Bread, 7-Eleven on Passons Boulevard and Telegraph Road and Papa John's.

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Roberta Torres:

- Addressed the City Council regarding a resident at Pico Rivera Gardens, criminal history of the individual and an incident that took place at McDonalds regarding hot coffee.

Andrew Gomez:

- Addressed the City Council regarding a Teen Court Summit workshop and to thank City Council and City Manager Bates for their support. He also thanked the businesses that have supported them.

Emily Payton:

- Addressed the City Council regarding a TRL tobacco ordinance.

April Vela:

- Addressed the City Council regarding a monthly poetry night at either the library or Towne Center.

Estella Hernandez:

- Addressed the City Council regarding parking of mobile homes, water bill and a senior citizen rate.

Steven Bluford:

- Addressed the City Council regarding traffic safety issues at the entrance of Tradition homes.

ADJOURNMENT:

Mayor Camacho adjourned the City Council meeting at 8:12 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None

_____
Gustavo V. Camacho, Mayor

ATTEST:

_____
Anna M. Jerome, Deputy City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated August 27, 2013 and approved by the City Council on September 10, 2013.

_____
Anna M. Jerome, Deputy City Clerk

Approved as Submitted
September 3, 2013

PLANNING COMMISSION **MINUTES**

Monday, August 5, 2013

A regular meeting of the Planning Commission was called to order by Chairperson Elisaldez at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

STAFF PRESENT:
Ben Martinez, Director
Julia Gonzalez, Deputy Director
Guille Aguilar, Senior Planner
John Lam, Assistant City Attorney

ROLL CALL:

PRESENT: Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno

ABSENT: None.

FLAG SALUTE: Led by Commissioner Martinez

APPROVAL OF MINUTES:

July 15, 2013

Motion to approve with amendments was made by Commissioner Martinez and seconded by Commissioner Garcia:

AYES: Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARING:

2014-2021 Housing Element-General Plan Amendment No. 50

Project Location: City Wide

Deputy Director Julia Gonzalez made a brief announcement that several residents whom received the notice in the mail called in questioning if the adoption of the

Housing Element would involve the use of eminent domain. She stated that the City is not proposing to take any properties, and this would not involve the use of eminent domain. Deputy Director Gonzalez then turned the meeting over to Alexa Washburn, Principal for ESA consulting who presented the Housing Element report.

Ms. Washburn, greeted the Commissioners and introduced Arlene Granadosin, the Senior Associate Project Manager. Ms. Washburn mentioned that ESA has been quite busy since the first workshop in March and the second workshop in April. The document has been completed per state requirements and was sent to the state California Department of Housing and Community Development for review. The City received a pre-certification letter which states that the Housing Element is in compliance with state law, and the City may now move forward with the adoption process.

Ms. Washburn stated that every jurisdiction in California is required to have a General Plan. The Housing Element is one of seven state mandated elements of the General Plan. It is the only element that requires review and certification by the California Department of Housing and Community Development. The City is undergoing a comprehensive update to the General Plan which coincides with the 2014-2021 Housing Element. There will be two additional non-mandatory elements added to the seven elements required by the state.

Ms. Washburn specified that the State does not require the City to build or construct housing. It creates opportunities through land use zoning and facilitates development through its policies.

Ms. Washburn stated that this meeting will be the first reading of the Housing Element where staff is recommending that the Planning Commission recommend adoption of the Housing Element to the City Council and then staff will move the approval process to the City Council and finally back to the state for their final certification process.

Ms. Washburn explained that as work is done on the Housing Element, it is divided into two main work efforts, which are the background technical report which informs the housing plan. The following sections are included in the Housing Element:

1. Introduction- document overview. To provide context, a historical perspective and housing issues and opportunities.
2. Housing plan- the goals, policies and programs to facilitate housing opportunities.
3. Quantitative objectives- projection of how many units might realistically be constructed, as well as units assisted through programs such as rehabbed units.

4. Housing profile- look at population and employment trends, household characteristics, housing stock characteristics, housing need for all income groups, and housing need for special needs residents.
5. Housing Constraints Analysis- governmental and non-governmental constraints (environmental constraints).
6. Analysis of housing resources including a detail sites inventory.
7. Progress Report- evaluating the progress of the 2008 Housing Element implementation and City achievements from 2008 to 2014.

Ms. Washburn explained that the Housing Needs Assessment is driven by the Regional Housing Needs Assessment, which is referred to as the RHNA. The RHNA begins at the state where the State of California Department of Housing and Community Development (HCD) allocates units to the regional association of governments, which for Southern California is the Southern California Association of Governments (SCAG). SCAG is responsible for allocating to the local jurisdictions. The total allocation for Pico Rivera is 1,639 units. That is broken down to the following income groups as follows: very low, 428 units, low, 265 units, moderate, 283, and above moderate, 663 units. It is not the responsibility of the City to build or construct these units, but to create opportunities to build them.

The 2008-2014 Housing Element was certified by the HCD in June 2012. Since Pico Rivera was not able to complete the required rezoning due to the General Plan Update being developed at the time, the City must meet the shortfall from the City's 2008-2014 RHNA in addition to the current 2014-2021 RHNA. This must be completed due to the passing of Assembly Bill 1233 which states that communities that failed to comply with requirements to make available sufficient sites to meet their regional housing need in the previous planning period must carry forward those units and identify enough sites to accommodate both the previous and current planning periods.

Commissioner Elisaldez asked if the 1,639 included the number of sites from the previous Housing Element that were not rezoned.

Ms. Washburn answered that this number does include the number of sites that were carried over from the 2008-2014 Housing Element.

In the previous planning cycle, City's were allowed to credit units from 2006 on, which included 66 market rate units for Pico Rivera.

The total of carried forward units includes 211 very low income, 134 low income, 143 moderate income, and 301 above moderate units.

Another section of the Housing Element is the Housing Plan, which sets goals, policies and programs to meet the housing needs of the community. The first goal of the Housing Plan is to preserve and improve the existing housing stock. This goal includes programs focused on code enforcement, assistance programs for residents to improve their properties and implementing energy efficient design.

The second goal is to encourage access to opportunities for affordable housing. This goal includes programs offered through partnering agencies, including the Section 8 and Mortgage Credit Certificate (MCC) program offered through the County of Los Angeles.

The City's third goal is to ensure adequate supply of housing for households with special needs. This goal includes programs allowing second unit development and encouraging units to meet the needs of special resident groups, such as the elderly, persons with disabilities, large households, and the homeless.

The City's fourth goal to provide adequate sites to meet the existing and future housing needs of the City. This goal includes programs focused on monitoring sites available for new housing development and providing incentives for lot consolidation.

The city's fifth goal in the Housing Plan is to remove governmental constraints. This program is intended to ensure that all types of housing can be built and that the City does not have policies or ordinances in place that hinder development in an unreasonable way.

The sixth and final goal in the Housing Plan is to promote equal housing opportunities. This goal is achieved through programs that provide reasonable accommodation for residents with disabilities and by partnering with the fair housing foundation to provide information and services to specific resident groups.

The Housing Element will be sent to the City Council for approval, then will be sent to the State for final certification. The state has 90 days to certify the final element. Following the final certification of the Element, the City is responsible for ensuring that the Element is properly implemented and reviewed on an annual basis.

Commissioner Elisaldez asked about the timeframe needed for completing the Housing Element rezoning process.

Ms. Washburn stated that there are different deadlines for the programs and that for some, such as the Housing Rehabilitation programs are continuing programs.

Commissioner Elisaldez asked Ms. Washburn to go through the different site locations.

Area 1 is located at the intersection of Kruse Road and Narrows Drive. The area totals 1.13 acres and is occupied by a small convenience store surrounded by a parking lot. The site is currently zoned Single-Family Residential. Future rezoning is to Medium Density Residential to be compatible with surrounding neighborhood.

Area 2 is located at the intersection of Rosemead Boulevard and Olympic Way and totals 5.83 acres. The sites within this area are currently zoned General Commercial, Parking, and Multiple Family Residential. Future rezoning is to High Density Residential will allow 30 units.

Commissioner Elisaldez asked if everyone could hold their questions and comments until the end of the presentation and all concerns would be addressed at that time.

Ms. Washburn continued with the explanation of the areas.

Area 3 is located at the intersection of Beverly Boulevard and San Gabriel River Parkway and totals 2.03 acres. This parcel is currently occupied by a County public works yard. The site is currently zoned Public Facilities, with future rezoning to Mixed-Use.

Area 4 is located along Durfee Avenue and totals 21.94 acres. The majority of the parcels to the north are occupied by a truck distribution center and truck yard. The sites in this area are currently zoned General Commercial, Limited Industrial, and Multiple Family Residential, with future rezoning to Mixed-Use and High Density Residential. This is consistent with Durfee Grade Separation Project underway.

Area 5 is located along Rosemead Boulevard at the intersections of Beverly Boulevard and Beverly Road and totals 8.16 acres. The parcels within Area 5 are occupied by various uses including, an old motel, gas station, a small retail building, U-Haul, and an auto center. The sites within this area are currently zoned General Commercial and Single Family Residential, with future rezoning to Mixed-Use.

Area 6 is located at the intersection of Rosemead Boulevard and Mines Avenue and totals 5.68 acres. The sites within this area are currently zoned General Commercial and Parking, with future rezoning to Mixed-Use (possible senior housing).

Area 7 is located along Telegraph Road, close to the intersection of Rosemead Boulevard and totals 12.44 acres. The sites within this area are currently zoned General

Commercial, Parking, Professional and Administrative, and Multiple Family Residential, with future rezoning to mixed-use.

Area 8 is located along Rosemead Boulevard between Isora Street and Ibsen Street and totals 2.8 acres. The sites within this area are currently zoned General Commercial, with future rezoning to mixed-use.

Area 9 is located at the intersection of Paramount Boulevard and East Slauson Avenue and totals 6.93 acres. The site is currently zoned General Industrial, with future rezoning to mixed-use.

Area 10 is located along Rosemead Boulevard, close to the intersection of Washington Boulevard and totals 9.82. The sites within this area are currently zoned General Commercial and Professional and Administrative, with future mixed-use overlay.

Area 11 is located along Washington Boulevard, on the east and west side as it intersects Rosemead Boulevard and totals 9.27 acres. This area was identified in the Washington Boulevard Light Rail Corridor study funded by SCAG's Compass Blueprint Program. The sites within this area are currently zoned General Commercial, with future mixed-use overlay.

Area 12 is located on Rosemead Boulevard and Telegraph Road, and totals 1.67 acres. This area is also future mixed-use zoning.

Area 13 is located on Washington Boulevard and Crossway Drive, and totals 0.97 acres. This area is also future mixed-use zoning.

Per Senate Bill 2, the City is required to designate an area for emergency shelter, and a industrial area has been marked as the Emergency Shelter Overlay Zone.

Ms. Washburn concluded her presentation on the sites.

Commissioner Elisaldez asked how many of the 13 sites were identified in the 2008-2014 Housing Element.

Ms. Washburn replied that eight areas were in the previous Housing Element.

Commissioner Garcia clarified that eight areas went through the previous Housing Element, and there are five new areas.

Commissioner Zermeno asked if the 1,639 number is realistic.

Ms. Washburn stated that realistically we are not required to construct this number of units, but are required to facilitate by allowing the zoning for this.

Commissioner Garcia wanted to clarify that none of this will take place, unless the land owner chooses to. This is creating an opportunity to change the land-use.

Commissioner Martinez asked if eminent domain exists.

City Attorney John Lam answered that eminent domain does exist. Certain cities do not authorize themselves to use it, others do. He stated that the Housing Element does not involve eminent domain.

Commissioner Martinez wanted to clarify if the City could require a landowner to sell their properties.

City Attorney John Lam answered that other than eminent domain, a City could not force an owner to sell against their wishes. What the Housing Element is doing is adding commercial and monetary value to their property.

Commissioner Garcia asked if the Planning Commission would need to approve the zone changes and developments before the adoption of the Housing Element.

City Attorney John Lam answered that there would still be many layers of review in effect. We are offering the opportunity for potential development. Any development cannot be done without the owner's consent.

There being no further discussion, it was motioned to open the public hearing by Commissioner Martinez, seconded by Commissioner Garcia.

Motioned carried by the following roll call vote:

AYES:	Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC COMMENTS:

Michael Barba, resident spoke that he is against this because most of the property owners do not live in the City and want to make more money so they will build on their

sites. Mr. Barba believes this will create higher density, which will put more pressure on schools and roads.

Rodi Rodriguez, resident for 53 years and President for the Pico Rivera Concerned Citizens, spoke in opposition of the Housing Element. She brought in over 400 signatures opposing the Housing Element.

John Belmonte, Vice President for the Pico Rivera Concerned Citizens spoke in opposition of the Housing Element. He stated that the City does not need eminent domain in the City.

John Walker, a retired Planning Director from the City of Pico Rivera, questioned why the public hearing notice went to his residence addressed to a different name. He also stated that the notice was unclear.

Lenny Rodriguez, resident of 9139 Olympic Avenue, spoke in opposition of the Housing Element due to fears of eminent domain.

Jose Carcedo, resident of Pico Rivera, spoke in opposition of the possible increase in population due to the Housing Element.

Commissioner Elisaldez stated that this is creating opportunity for housing, and the City is not required to build any units nor is there eminent domain.

Ms. Washburn reiterated that per Government Code Section 65588 the Housing Element is one of seven State mandated documents. Every city and county is required to provide affordable housing. The environmental impacts have been analyzed regarding implementation of the document.

Commissioner Elisaldez clarified that every element must be approved by the Planning Commission.

City Attorney John Lam answered that any entitlements, actions, would come before the Planning Commission for approval. The City is not in any way considering eminent domain. Every city and every county at this time is required to comply with this state law.

Ms. Washburn stated that if the City misses the deadline of October 15, the City will have to revert back to the four year cycle instead of eight. The City will get assigned a new RHNA number in addition to the 1,639 currently assigned.

City Attorney John Lam stated that the Housing Element allows the City to comply with state law.

Michael Barba spoke again opposing the property developments within the City.

Stephen Bluford, resident spoke opposing development of apartment buildings within the City.

Frank McNemar asked if eminent domain had anything to do with this project.

City Attorney John Lam answered that is not a project and the city is not building any housing. The City is allowing opportunity for property owners to build if they choose. The City has no money to build new properties.

Yolanda Martinez, resident who lives around Area 7 asked if her neighbor decided to build an apartment building next door to her, if she would have any say against this.

Deputy Director Julia Gonzalez informed Ms. Martinez that she was not within the designated area. She also clarified that the development of future housing units would not require approval of the Planning Commission but rather would need to conform with development standards set in the zoning ordinance. Inclusive, each development would need to go through the CEQA process where an environmental review would be conducted to check for impacts such as traffic, public services and noise.

There being no further discussion, it was motioned to continue public hearing to the Planning Commission meeting of September 3 by Commissioner Zermeno to continue the public hearing, seconded by Commissioner Garcia.

AYES:	Commissioners Celiz, Elisaldez, Garcia, Martinez, Zermeno
NOES:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC COMMENTS – NON-AGENDA ITEMS:

Michael Barba, resident spoke in regards to Montebello Bus Route 60 Northbound. Mr. Barba is requesting a change in the Montebello Bus Route.

John Belmonte, resident spoke about a local bus route in his area.

NEW BUSINESS: None.

CONTINUED/OLD BUSINESS: None.

PLANNING COMMISSION REPORTS:

a) CITY COUNCIL MEETING OF July 23, 2013 – Commissioner Garcia attended this meeting.

b) PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, August 27, 2013.

Commissioner Martinez to attend.

There being no further business the Planning Commission meeting was adjourned at 7:55 p.m.

Tommy Elisaldez, Chairperson

ATTEST:

Benjamin A. Martinez, Secretary
Planning Commission
Director of Community and Economic Development

4th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE:	**09/10/13**
TOTAL REGISTER AMOUNT:	**$1,733,056.18**
CHECK NUMBERS:	**258508-258682**
SPECIAL CHECK NUMBERS:	

REGULAR CHECK TOTAL:	**$1,733,056.18**
SPECIAL CHECK TOTAL:	
TOTAL REGISTER AMOUNT:	**$1,733,056.18**

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 10, 2013

Subject: SAFE ROUTES TO SCHOOL NON-INFRASTRUCTURE MASTER PLAN, CIP NO. 21262, FEDERAL ID NO. 5351 (24) - AWARD CONTRACT

Recommendation:

Award a Professional Services Agreement to Alta Planning + Design for consultant services for the preparation of the Safe Routes To School Non-Infrastructure Master Plan, CIP No. 21262, Federal ID No. 5351 (24) for a not-to-exceed amount of $235,000 and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Fiscal Impact:

In 2011, the City was awarded funds in the amount of $235,000 from the federal Safe Routes To School (SRTS) Non-Infrastructure (NI) Program, Cycle 3. There are no matching funds required and no general funds will be spent on this project.

Discussion:

The SRTS Program is funded by the federal government for the purpose of: 1) enabling and encouraging students in kindergarten through eighth grade (K-8), including students with disabilities, to safely walk and bicycle to school, 2) making walking and bicycling to school a more appealing mode choice, and 3) facilitating the planning, design, and implementation of projects that will improve safety, environment, and overall quality of life. Some expected outcomes of the program include: increased pedestrian and bicycle traffic safety around schools; more children walking and bicycling to and from schools; decreased vehicular traffic congestion around schools; reduced childhood obesity; improved air quality, community safety and security, and community involvement; and improved partnerships among schools, local agencies, parents, and other stakeholders.

Agencies that seek SRTS funding are those that clearly demonstrate how the project will incorporate key elements referred to as the 5 E's - Education, Encouragement, Enforcement, Engineering, and Evaluation. Projects are defined as either infrastructure or non-

infrastructure. Non-infrastructure projects promote walking and biking to school through education and encouragement. They also address safety concerns by encouraging greater enforcement of traffic laws, educating the public, exploring ways to create safer streets, and evaluating activities along the way.

On July 1, 2013, a Request for Proposal (RFP) was released to ten (10) qualified consulting firms, and on July 25, 2013, five (5) proposals were received. Proposals were evaluated by a committee comprised of staff from the Public Works, Community Development Department and El Rancho Unified School District and shortlisted the top three (3) consultants. The top three, firms with corresponding bid amounts, were Alta Planning + Design at $274,991, Safe Moves at $275,000 and JMD at $270,884.

City staff and staff from the El Rancho Unified School District further evaluated the top three consultant proposals on August 23, 2013. The selection process was qualifications-based and considered staff qualifications, experience on similar projects, understanding of technical issues, experience with the SRTS Program, and other factors. Based on these qualifications, Alta Planning + Design received the highest ranking from the evaluators. Staff then successfully negotiated with Alta Planning + Design to include City job costing, bringing the bid amount down to $235,000.

Services provided by the consultant will be applicable to activities in and around approximately eleven (11) schools in the El Rancho Unified School District with the objective of assisting schools and the community to get more children to walk or bike to school. The consultant will recruit and guide parents, students, school administration and staff, as well as community members, professionals and policy-makers to form school teams that will spearhead implementation of the program. School teams will develop and leverage volunteer and community resources to enable sustainability of the project once funding has ended. The consultant will establish a SRTS Task Force to create and execute an action plan, organize, promote encouragement events, teacher, parent and community involvement, and other activities that assist in accomplishing the program's goals and objectives.

Staff from both Community Development and Public Works will jointly provide oversight of the project funds and handle reporting to Caltrans.

Ronald Bates

RRB:AC:GD:lg

Enc.

1) Attachment "A" – Professional Services Agreement (PSA)

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
ALTA PLANNING + DESIGN

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Alta Planning + Design, a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services necessary for the delivery of a Capital Improvement Program project. The Consultant will provide services to develop a Master Plan for the Safe Routes To School (SRTS) non-infrastructure program consisting of the 4 E's which include education, encouragement, enforcement, and evaluation for the Safe Route To School (NI) Master Plan, CIP 21262, Federal Id No. 5351 (024) project, and other tasks and services as assigned by the City of Pico Rivera or as noted in Exhibit A.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's July 25, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Commencement Date": September 10, 2013

3.3 "Expiration Date": December 31, 2015

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of $ 235,000.00 unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work consistent with the professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Brett Hondorp shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the Consultant's negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent such costs result from or arise out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor 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 herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence / Two Million Dollars ($2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 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. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Ben Martinez
Director of Community Development
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4425

If to Consultant:

Brett Hondorp
Principal
Alta Planning + Design
448 S. Hill Street, Suite 501
Los Angeles, CA 90013
Facsimile: (213) 489-7444

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North,
Suite 400, West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form

and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment,that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

_____
Anna M. Jerome, Assistant City Clerk

CITY OF PICO RIVERA

By:_____
Gustavo V. Camacho, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

Date: _____

ALTA PLANNING + DESIGN

By: _____
Brett Hondorp, Principal

Date: 9/4/13

EXHIBIT A

alta PLANNING + DESIGN
448 S. Hill Street, Suite 501
Los Angeles, CA 90013
(213) 489-7443 phone
www.altaplanning.com

July 25, 2013

Arturo Cervantes
Director of Public Works/Civil Engineer
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90060

Re: Safe Routes to School (NI) Master Plan, CIP No. 21262, Federal ID No. 5351 (024)

Dear Mr. Cervantes:

Alta Planning + Design (Alta) is pleased to submit this proposal in response to the RFP for consultant services for Safe Routes to School (NI) Master Plan, CIP No. 21262, Federal ID No. 5351 (024). Alta is the premier firm in California in the development of Safe Routes to School projects, known for using diverse encouragement programs and innovative engineering treatments to strengthen the culture of walking and bicycling to school. We will serve as the prime consultant for our team, and we have engaged two subconsultants: Arellano Associates (a certified DBE firm) to assist with public relations and bilingual communication, and Walk 'n Rollers, led by Jim Shanman, to implement encouragement events.

Our team will provide you with unique advantages, including:

- **A deep understanding of both State and Federal SRTS funding sources, guidelines, and reporting requirements.** Alta has unparalleled expertise leading SRTS projects in California and around the United States. In 2012, Alta managed 16 SRTS projects in California alone, serving over ten thousand students at hundreds of schools. We will apply this experience to delivering on the goals you set forth in your grant application.
- **Efficiency.** Based on conducting dozens of walk audits and hand tallies last year, we know how to manage these tasks in a highly efficient way. This benefits Pico Rivera by leaving more budget to build local capacity and engage students, parents, teachers, and administrators.
- **Effectiveness in creation and training of local Safe Routes to School task forces** that learn through the grant period how to take ownership for a sustained SRTS program.
- **A commitment to constant innovation within the SRTS arena.** We have recently launched online collaborative maps to crowd-source parent concerns in Davis, and we are using Pinterest to share best practices in school traffic safety campaigns in Pasadena. For this project, we will apply our creativity and innovation to engaging parents in Safe Routes efforts through an interactive web presence and, if desired, ongoing social media outreach.
- **Experience providing services to multi-lingual communities.** As the state-wide leaders in SRTS programs, our team has unique experience in assessing and evaluating the challenges and opportunities of school travel for California's multi-lingual communities. We have worked in communities as varied as Oakland, Wasco, and South Los Angeles.
- **School and community outreach expertise.** A key component of this project is ongoing outreach and coordination with school-based stakeholders. All of our planning staff are trained and experienced in community outreach, including leading presentations and conducting walking audits.

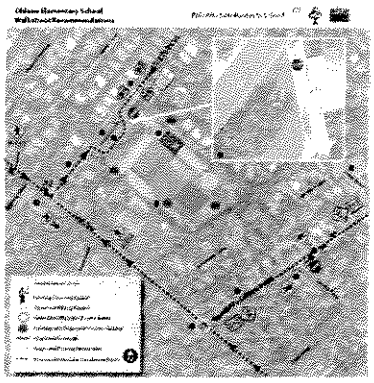
- **Knowledge of school-related walking and biking issues and unique community concerns in Pico Rivera.** Our staff have extensive knowledge of the social and physical geography of southeastern Los Angeles County and strong, sustained working relationships with local agencies.
- **Dedicated SRTS capacity.** Our key staff on this project are SRTS specialists who will dedicate the bulk of their time to this project over the next two years. In addition, we will draw on our subconsultants for their specialized and focused services, as well as our in-house staff who work on multiple SRTS projects every year. This offers Pico Rivera a team that can scale up rapidly and successfully when needed, and also scale back to preserve project budget during phases of the project that require fewer person-hours.
- **Strong project management skills and a record of satisfied clients.** Our team members have many years of experience managing all aspects SRTS projects throughout California, and have received high marks from our former clients.

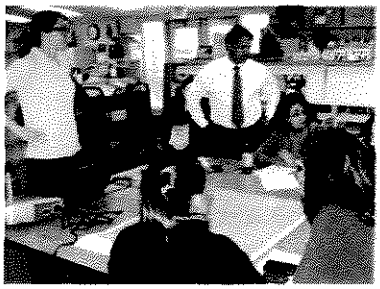
I hereby certify that we agree to the terms of the agreement, and will submit the required insurance endorsements if selected. I am the Principal in Charge for this project, and I am authorized to execute a service agreement with the City of Pico Rivera. You may reach me at the address on the previous page, or at (510) 540-5008, ext. 101 or bhondorp@altaplanning.com.

Sincerely,

Brett Hondorp

Brett Hondorp, AICP
Principal, Alta Planning + Design





Proposal Questions

1. Describe the specific experience that qualifies your organization to coordinate the education and encouragement elements of the City of Pico Rivera SRTS Program.

The Alta team has designed and executed successful SRTS encouragement events and programs in dozens of California communities, serving over ten thousand students at hundreds of schools. We have a specially trained team for school education, encouragement, and evaluation. From developing school curriculum and implementing in-school pedestrian and bicycle education to reaching thousands of families through Walk to School Day events, our work creates community excitement around active youth transportation. We have two certified National SRTS Instructors on staff, including Principal Brett Hondorp, as well as four League of American Bicyclists League Certified Cycling Instructors, who are qualified to lead youth and adult bicycle skills trainings.

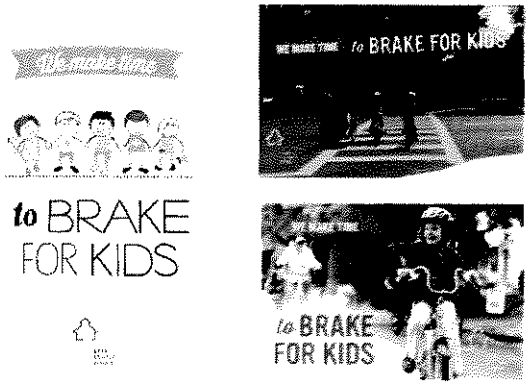
For the City of Claremont, Alta is developing and leading bicycling and walking safety curriculum, working with school faculty to create age-appropriate lesson plans. Program elements include walking school bus/bike train coordination and incentive programs, such as helmet decorating and safety poster contests.

For the City of Santa Monica, Alta managed a SRTS project that included dozens of education and encouragement activities, ranging from bike safety workshops to parent bike train/walking school bus outreach. One highlight was organizing the first-ever Kidical Mass ride, where 150 kids and parents biked together in a celebration of bicycling and schools. Another high point of the project was creating the first-ever community-wide Family Bike Fest, attracting over 250 families. Participants had the chance to try a bicycle Skills Course, participate in a guided ride, and learn to fix a flat tire.

Alta employs two full-time graphic designers who create beautiful, compelling materials that communicate the goals of a SRTS program visually. For example, for the City of Pasadena, Alta is creating posters and safety materials for a SRTS pedestrian safety campaign focused on improving parent driver behavior near schools.

Alta is experienced at taking Safe Routes to School program information and safety education online. As part of the Regional School and Youth Outreach Program for the Metropolitan Transportation Commission in the Bay Area, Alta created an interactive website featuring a toolbox of effective and innovative school and youth outreach approaches for students, parents, and educators (sparetheairyouth.org).

We have created custom education events aimed at both parents and children for many of our projects, similar to the activities envisioned in your scope of work. For example, for the City of Seattle, Alta developed and taught a Pedestrian Safety Education program with a three-day curriculum and training materials aimed at second graders. The training prepared children to cross streets safely using kinetic, verbal, musical, mentoring, and rehearsing techniques. The City rated our performance "excellent" in all categories, and twice extended the contract to reach more schoolchildren.



Draft SRTS pedestrian safety materials for Pasadena.

2. Describe the specific experience your organization has managing and providing community-based programs.

Alta has been involved in implementing community-based SRTS programs in California for over 12 years, starting with the first Federal Pilot Safe Routes Program in Marin County in 2000. Our vision for this, and all, of our SRTS programs is to create local capacity. We will draw on our broad and deep past experience to rapidly create a successful launch and transfer as much knowledge as possible to local experts (at the City, at schools, and among parents) so that the program can be locally owned and run in the future.

All of our SRTS programs involve collaboration with broad groups of community partners and stakeholders. In Alameda County we are managing a multi-year 5 E's SRTS program that reaches over 100 schools, with a partnership that involves the County Transportation Commission, several community-based organizations, and hundreds of school-based champions and volunteers. In Claremont, Alta staff worked on a Federal SRTS grant to deliver educational lessons at 8 schools, and developed a training guide and materials kit so that school staff and volunteers can continue giving the curriculum. In Santa Monica, Alta took on all major staffing responsibilities in Year 1, while in Year 2 we are assisting with a strategic planning exercise and implementing a few targeted education and encouragement efforts. By Year 3 we anticipate having a minimal role in the program.

Unlike some firms, we do not use a "cookie cutter" approach to education and encouragement, running identical rodeos or fairs in every community. Instead, we custom-tailor each project's offerings based on input from our client and the SRTS Task Force. We understand the subtleties of customizing a program, and based on our experience, this approach is much more likely to lead to local ownership of the program in the long run. For example, for the Alameda County SRTS Program, Alta has directed additional program resources to at-risk schools. We partner with community groups and organizations already serving school communities to enhance connection to program services. In the coming year, we plan to take innovative steps to make parent safety class participation easier and more attractive for underrepresented demographics by providing childcare at select events, and providing class reminders in multiple formats (email, phone, text, etc.).

Community involvement is crucial to program success.

Project Manager Jessica Roberts has managed dozens of community bicycling and walking campaigns. Her programs are successful because they capture and reflect an authentic local culture and values. For example, even working with identical program models in the Seattle region, we have found that taking the time to gather a broad group of local stakeholders together, ask the right questions, and listen to their answers has led us to design each program in strikingly different ways. In one neighborhood we emphasized transit connections to employment centers and neighborhood pride, while in another neighborhood we emphasized walking and bicycling to local businesses.

In the context of Safe Routes to School, assembling the right Task Force is the first step to creating an authentic community-based program. As a next step, asking the right questions and listening carefully to the responses will lead to the strategy that can take on a life of its own. This is particularly important when discussing partners, roles, and responsibilities for the long-term future of a SRTS program.

3. Describe your organization's capacity to provide the services described in the Scope of Work section.

One of the compelling reasons that public agencies hire consultants is because we can mobilize quickly and share staff resources throughout the course of a project in a manner that would be difficult for agencies. SRTS work can be particularly uneven in its workload, with major crunch periods requiring "all hands on deck" (such as fall and spring evaluation, International Walk to School Day in the fall, or major citywide events).

For example, at one point during a 30-school project in Minneapolis, three staff worked specifically on education and encouragement training modules, while three other staff worked nearly full-time on walk audit reports and "5 E's" recommendations. Likewise, during a key period in our Santa Monica SRTS project last fall, we delivered four different education and encouragement programs within two months, with up to 12 staff working on the project at one time.

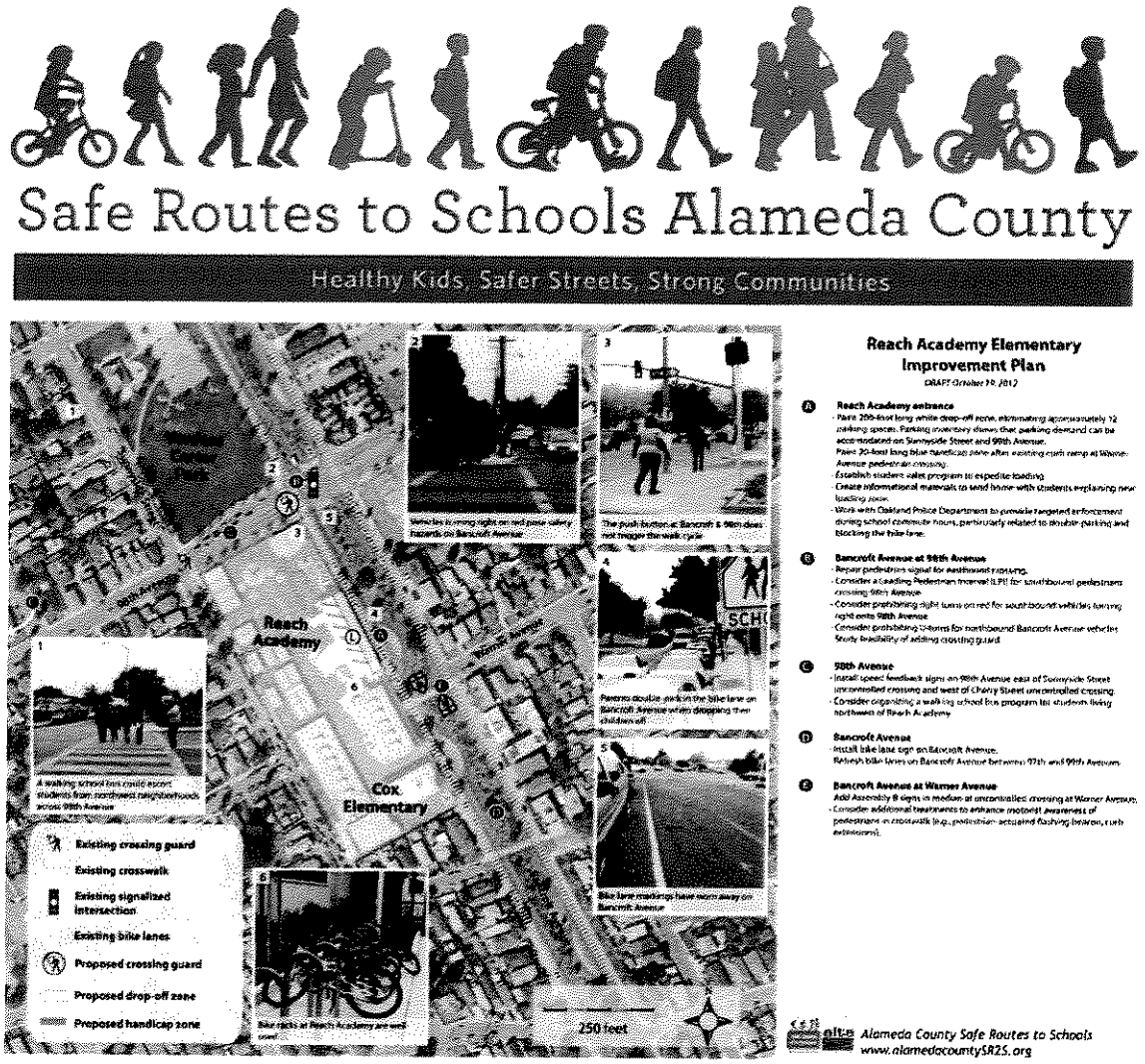
The key staff assigned to this team are Safe Routes to School specialists whose work is primarily focused on this field. Project Manager Jessica Roberts, Assistant Project Manager Jessie Holzer, and Safe Routes Specialist Cathy Cibor commit to reserving up to 30% of their time available for this project throughout the lifetime of the project, using our internal work planning and task tracking software. In addition, we have access to over 25 planners who are trained in SRTS work, and who can provide additional capacity as the pace of the project requires. This offers Pico Rivera both a small, focused team, as well as a depth of staff capacity to make this project a success.

Through our partnership with Walk 'n Rollers, we also have access to trained educators who have worked together on Kids Bike Skills Workshops and Walk 'n Roll Festivals in the past; these staff can come together on short notice if needed and with no added training to deliver time-tested education programs.

Alta team staff bring a knowledge base of best practices and experience implementing all five E's of Safe Routes to Schools, including outreach, implementing education and incentive campaigns, conducting school audits, developing engineering and program recommendations, and creating suggested routes to school maps.

4. Describe your organization's capacity to begin coordination of the project in September 2013.

Key project staff are available and able to take on this project as of this fall. If we are selected, we will immediately reserve their time through our company's time tracking and workload management software so that they are not assigned new projects or tasks that would reduce their availability. September is a good time for our staff as several projects wrapped up at the end of the fiscal year (June 30) for our Manager and Assistant Project Manager, providing them with capacity that can be dedicated to this project. We will be able to quickly assign staff to undertake the in-school walking and biking hand tally evaluation work that must be conducted in Fall 2013 in order to set the stage for other education, encouragement, and enforcement activities.



The Alta team will document school audit findings and recommendations in a School Action Plan, which may include a section addressing Safe Routes to School at a citywide level, followed by school-specific information. Alta created this school improvement map for the Alameda County Safe Routes to School Program.

References and Firm Services

Alta Planning + Design

Alta's mission is to create active communities where bicycling and walking are safe, healthy, fun, and normal daily activities.

Alta will lead the Pico Rivera Safe Routes to School Master Plan, working closely with Arellano Associates and Walk 'n Rollers. Our more than 30 California staff are recognized national leaders in all aspects of Safe Routes to School. We have two certified National SRTS Instructors on our staff, including Principal in Charge, Brett Hondorp.

Safe Routes to School Expertise

Alta offers over 13 years of experience as a firm leading Safe Routes to Schools programs, as well as a wide range of management and program development services related to school transportation. Alta is exceptionally skilled at integrating all five "E's" – engineering, education, enforcement, encouragement, and evaluation – in a holistic manner to increase walking and bicycling to schools throughout the country.

Our recent projects include Safe Routes to School programs for Claremont, Santa Clarita, West Covina, Pasadena, and Santa Monica, as well as dozens of others.

Encouragement and Education Programs

Alta has a specially-trained team available for school education, encouragement, and evaluation programs. From developing school curriculum and implementing pedestrian and bicycle education, to reaching thousands of families through International Walk to School Day events, to evaluating the reach and effectiveness of school education and encouragement programs, our work creates community excitement around active, healthy youth transportation.

Alta is the national leader in Safe Routes to School programs.

Suggested Routes to School Maps

Alta's GIS-based school access mapping allows seamless integration of data from fieldwork, stakeholders, and electronic files into Suggested Routes to School walking and biking maps.

Walking and Bicycling Audits

Alta has extensive experience leading school walking and bicycling audits in support of Safe Routes to School programs. During a school audit, participants observe conditions and behaviors and identify challenges that limit walking and bicycling. Alta is adept at facilitating discussion with participants to brainstorm improvements that address community-identified concerns.

School Outreach for Multi-Lingual Communities

We understand the unique needs of multi-lingual communities. Our outreach process is inclusive, interactive, and productive, and with our bilingual Spanish-speaking staff we can provide for translation and interpretation if needed to make sure that all members of the community have a voice. Alta's professionals are experts at listening to the public, and conveying technical issues in a clear manner. Alta has worked on innovative SRTS programs for multi-lingual communities as varied as West Covina, Oakland, and City Heights.

Arellano Associates (DBE)

Established in 1994, Arellano Associates (AA) is a specialized public outreach and communications firm focusing on public infrastructure, transportation and urban planning programs throughout Southern California. Our team of professionals provides comprehensive communications and planning services for the full spectrum of public projects from planning to construction or implementation. AA also offers specialized professional services geared toward Latino and Spanish speaking communities. AA is a limited liability corporation and a certified Small Business-owned (SBE), Minority-owned (MBE), Woman-owned (WBE) and Disadvantaged Business Enterprise (DBE). AA operates out of a single office in the City of Chino Hills and is comprised of a team of 20 staff members.

AA has previous experience in developing informational and safety programs for schools. Specifically, our work has included the SR-210 Public Information and Safety Program and the City of Victorville Nisqualli Road Widening School Safety Program. AA has additional project experience directly with the City of Pico Rivera and is well acquainted with the community and stakeholders. The combined experience of AA's team provides a solid foundation of relevant project experience and community understanding.

Walk 'n Rollers

Walk 'n Rollers is a 501(c)(3) organization and a project of the Los Angeles County Bicycle Coalition (LACBC). We were founded by the need to create a better, more effective way to teach children the essentials of pedestrian and bicycle safety. Our mission is to empower school age children and their parents through education and training, to safely and responsibly walk, bike, skate and scoot to and from school more frequently.

Our vision is to create a community environment where children and parents alike are comfortable using active modes of transportation, whenever they choose.

Walk 'n Rollers' founder, Jim Shanman, is an active cycling advocate and marketing expert. A co-founder of the Culver City Bicycle Coalition, Jim has participated in organizing cycling events and workshops and participated in numerous Safe Routes to School Community meetings. Jim has 25 years of graphic design experience, working with clients of all sizes and across various industries. His extensive marketing and project management skills brings a strategic focus to everything Walk 'n Rollers does. Pedestrian workshops, bike training and encouragement campaigns are all crafted with a singular goal in mind, tailored to the individual needs of a specific school or community.

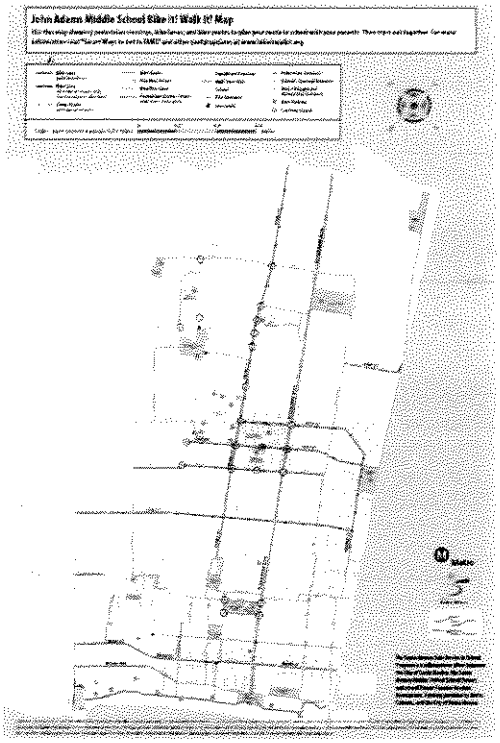
Project References

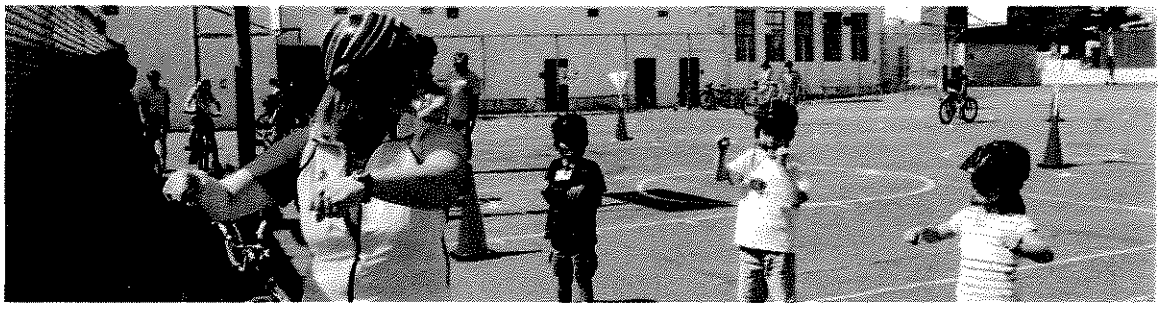
The projects on the following pages demonstrate the Alta team's experience with:

- Safe Routes to School Programs, Plans, and Studies
- Events and Safety Training for Students, Parents, and Educators
- Stakeholder Coordination
- Community and School Event Outreach
- Local Access and Knowledge

Project Experience

Santa Monica Safe Routes to School Program





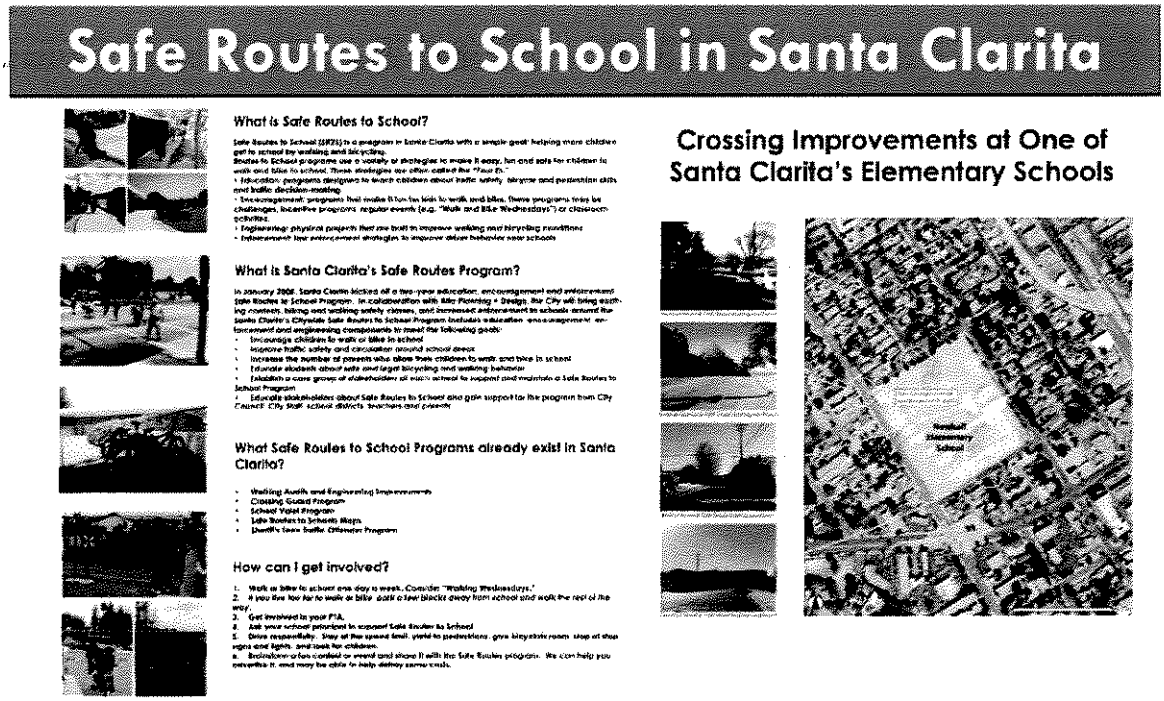
Alta is managing this one-year Safe Routes to School project in Santa Monica, serving two elementary schools and two middle schools. Alta is creating detailed school travel plans and suggested routes to school maps. Alta is organizing ongoing community events, including a citywide Family Bike Fest, Walking School Bus/Bike Train parent workshops, and monthly Kidical Mass rides. In addition, a custom bicycling and walking curriculum is underway for use by the school district, and numerous bicycle training skills workshops have been taught for families.

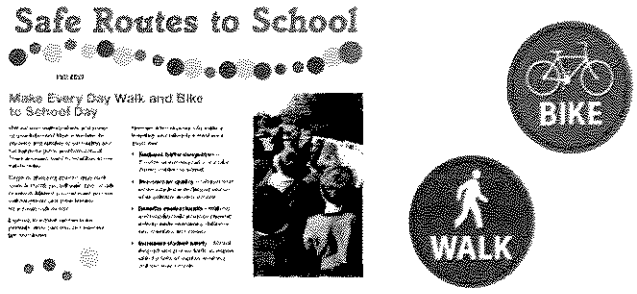
Date: 2012 - ongoing

Client: Peter Dzewaltowski, Transportation Planning Associate, Strategic and Transportation Planning, City of Santa Monica, (310) 458-8292, peter.dzewaltowski@smgov.net

Project Experience

Santa Clarita Safe Routes to School Program





Alta was hired by the City of Santa Clarita to develop and implement a Safe Routes to Schools project for the city's elementary schools. Alta developed Walking School Bus Training and Safe Routes to Schools Toolkits for the entire city, conducted walk audits to identify infrastructure improvements at all of the city's 27 elementary schools, developed a SRTS website, and sponsored SRTS booths at Citywide events, such as the Arbor Day festival. Additionally, Alta worked closely with the city, individual schools, and school districts to bring focused encouragement programs and bicycling and walking safety education to four elementary schools selected as pilot schools.

Date: 2008-2010

Client: City of Santa Clarita, Ian Pari, Senior Traffic Engineer, (661) 284-1427, IPARI@santa-clarita.com

Project Experience

West Covina Safe Routes to School Study

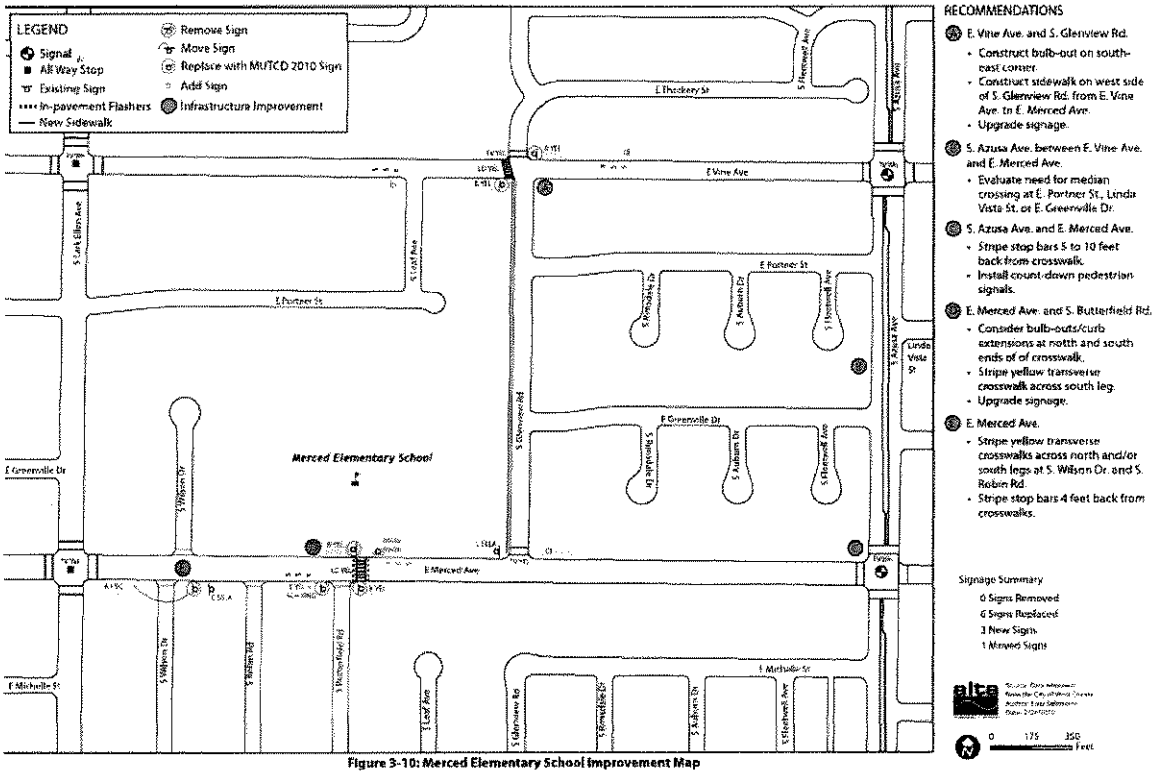
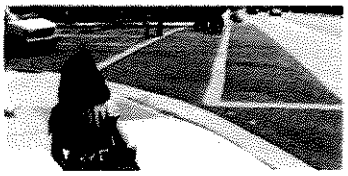
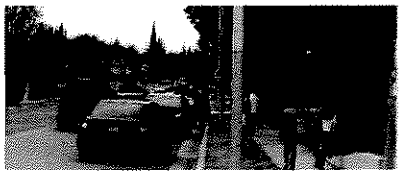


Figure 3-10: Merced Elementary School Improvement Map





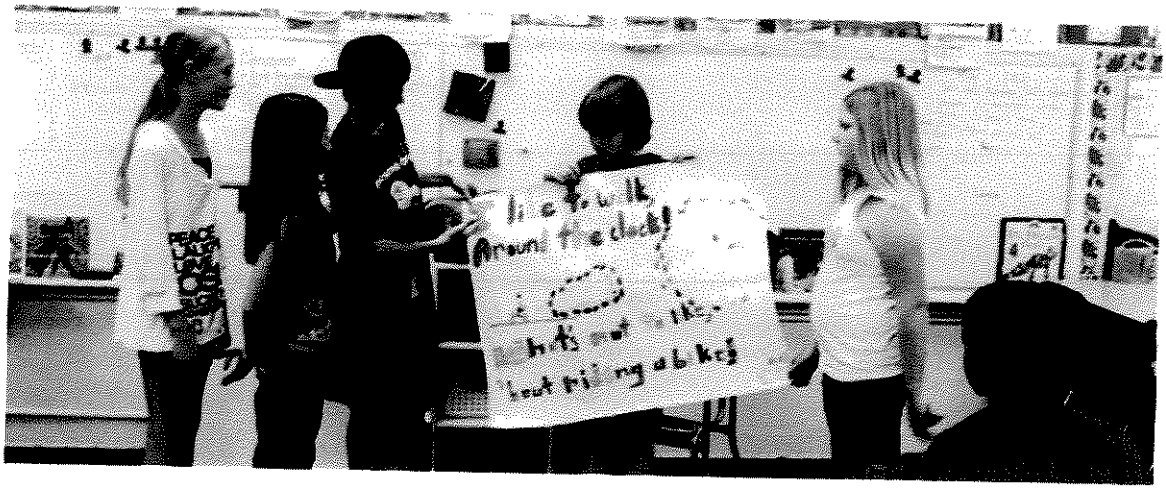
Alta worked with the City of West Covina to develop programmatic and infrastructure recommendations for reducing traffic and improving safety around 26 public and private schools. To determine school-area commute issues, Alta conducted walking audits during school commute hours and surveyed school principals. Alta developed a GIS-based inventory of infrastructure, traffic controls, signage, and pavement markings around all schools. The administrator survey, walk audits and infrastructure inventory were used to develop improvement plans for each school. Alta also developed suggested route to school maps, noting signals, sidewalks, crosswalks, and traffic guards. At the conclusion of the program, Alta developed a Safe Routes to School Plan which included a summary of recommendations, results from the principal survey, the suggested route to school maps, and a toolkit for parents and schools that are interested in starting a Safe Routes to School Program at their school.

Date: 2009-2010

Client: City of West Covina, Miguel Hernandez, (626) 939-8731, miguel.hernandez@westcovina.org

Project Experience

Claremont Safe Routes to School Program



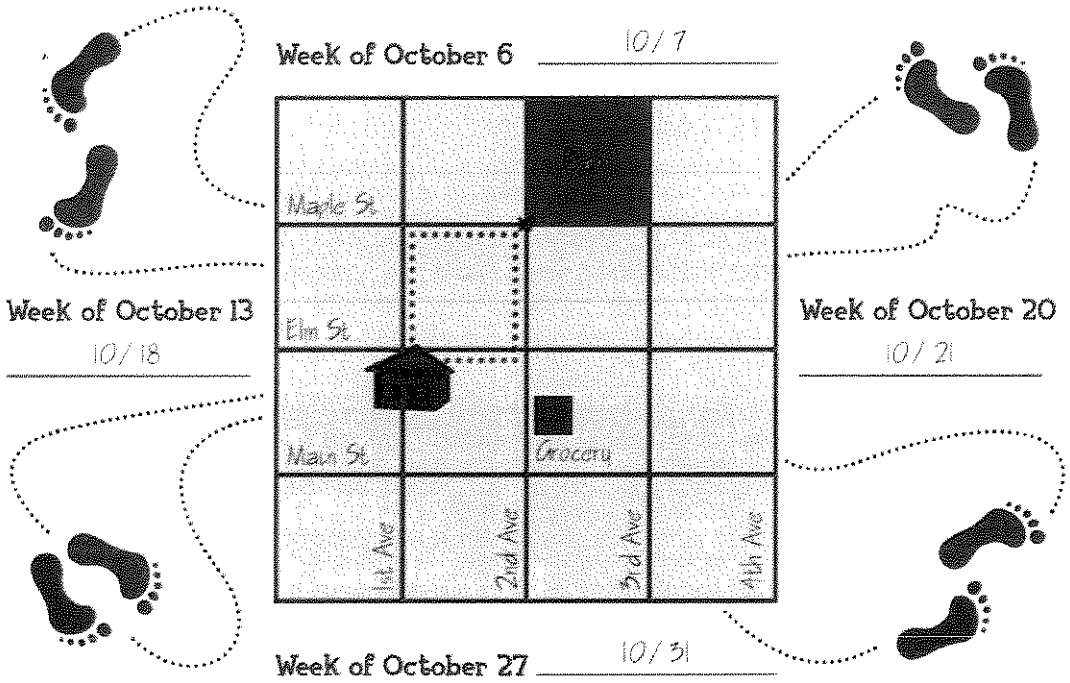
Alta is leading Safe Routes to School curriculum development and in-classroom education for the four-year Claremont Safe Routes to School Program, in collaboration with an engineering firm. The program involves bicycle and pedestrian safety education for K-8 students at eight schools, walking and bicycling audits of school areas, recommended engineering improvements, and "train the trainer" sessions for parents, faculty, and administrators. Alta is developing and leading safe bicycling and walking courses that will be integrated into existing elementary school curriculum, working closely with school faculty to create age-appropriate lesson plans. Program elements include walking school bus and bike train coordination and incentive programs, such as a golden sneaker award, helmet decorating contests, and safety poster contests. Alta is also leading graphic design for program materials (flyers, boards, logos, and brochures), as well as creating and maintaining a program website.

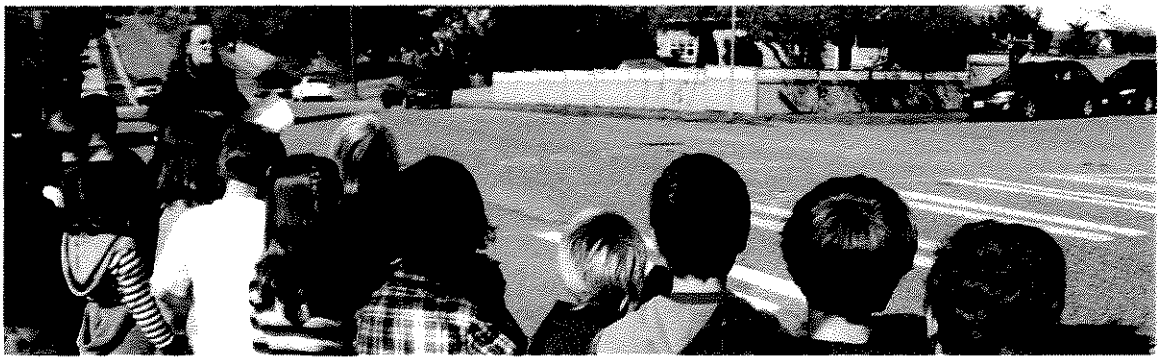
Date: 2011 - present

Client: City of Claremont, Maria Tipping, (909) 399-5327, mtipping@ci.claremont.ca.us

Project Experience

Seattle Pedestrian Education Program, WA



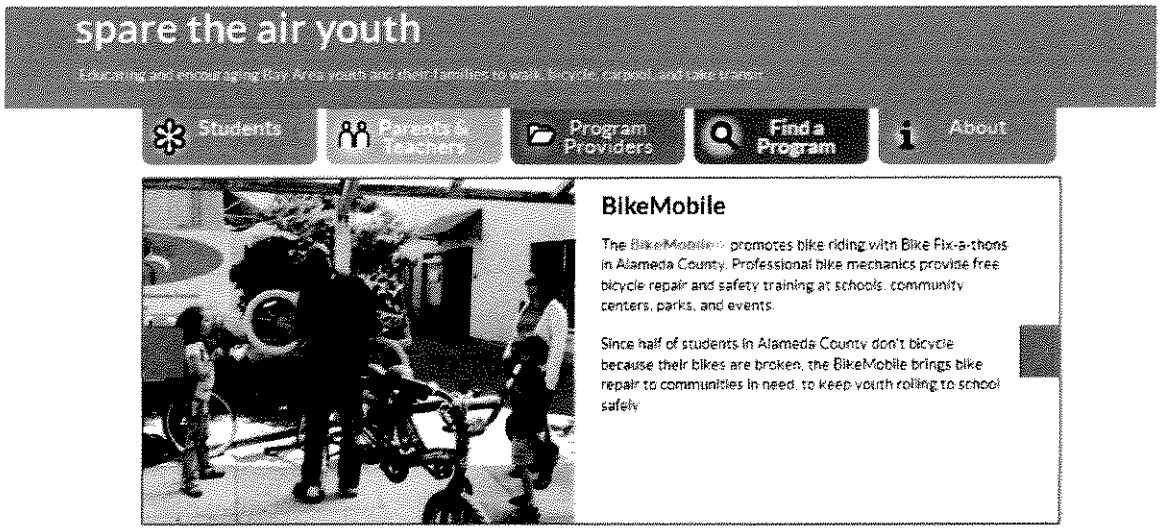


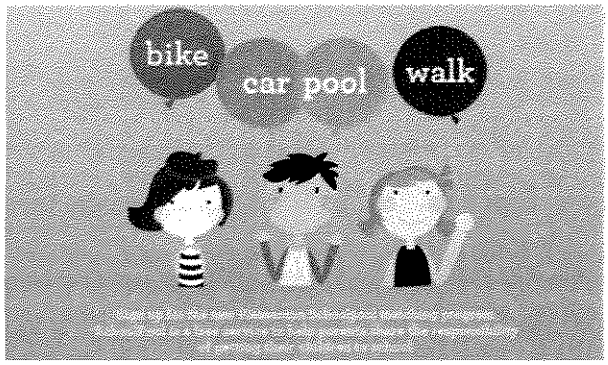
Alta created a pedestrian safety education program for Seattle elementary schools, including a three-day curriculum and training materials aimed at second graders. Based on national best practices and designed to mesh with Safe Routes to School efforts, the training prepared children to cross streets safely using kinetic, verbal, musical, mentoring, and rehearsing techniques. In 2008-2009, 238 students in 10 second-grade classrooms received the training at four Seattle schools. In 2011-2012, 11 additional classrooms received the training at four different schools, with 271 students receiving the pedestrian safety training.

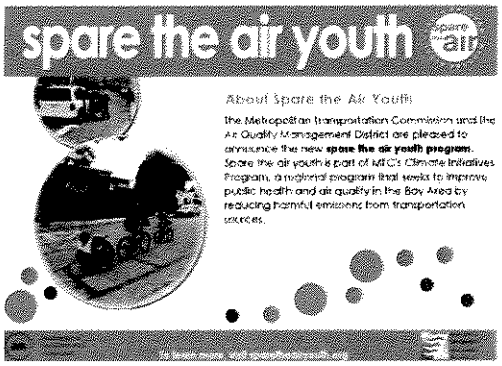
Date: 2008-2012

Client: City of Seattle, Brian Dougherty, (206) 684-5124, brian.dougherty@seattle.gov

Metropolitan Transportation Commission Regional School and Youth Outreach Program, San Francisco Bay Area







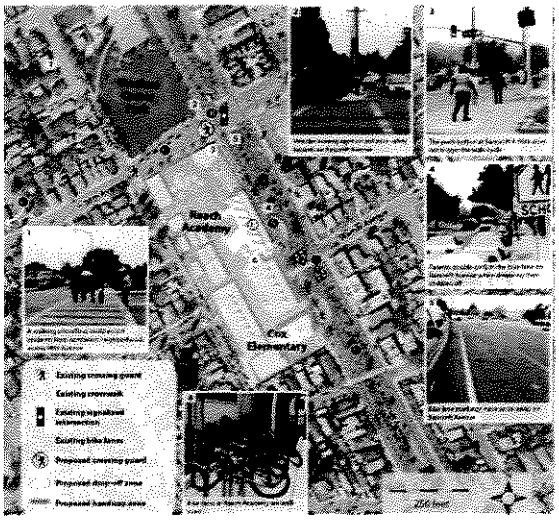
Alta is leading the Metropolitan Transportation Commission's Regional School and Youth Outreach Program. The team created a toolbox containing the most effective and innovative school and youth outreach approaches to reducing greenhouse gases and vehicle miles traveled in the Bay Area and compiled the information in a website (sparetheairyouth.org) for students, parents, and educators. After extensive research, programs with the greatest potential for success will be implemented and closely evaluated. Program efforts may include mobile bike repair, a marketing campaign, and a youth ambassador program. Alta is working with program recipients to provide technical support and coordination of technical interfaces with potential public agency partners.

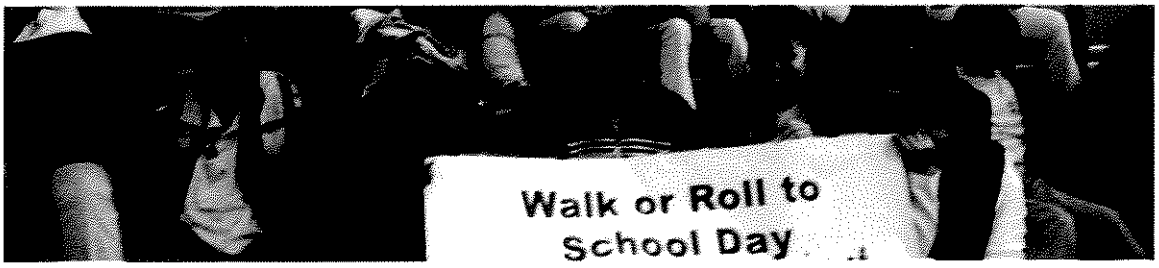
Date: 2011 - ongoing

Client: Metropolitan Transportation Commission, Ursula Vogler, Public Information Officer, (510) 817-5785, uvogler@mtc.ca.gov

Project Experience

Alameda County Safe Routes to School Program





This program is designed to promote safe walking and biking to school and to reduce traffic congestion in the areas surrounding schools. Since the program began in 2006, it has expanded to reach tens of thousands of students. This year's program will reach students at 90 schools in the County. Alta is coordinating student walk and bike to school tallies, parent surveys, outreach and publicity, and in-classroom programs. Alta has continued to provide walking audit expertise and develop improvement plans for elementary and middle schools on a yearly basis since the project's initiation.

Date: 2011- ongoing

Client: Arun Goel, Project Controls Engineer, Alameda County Transportation Commission, (510) 208-7404, agoel@alamedactc.org

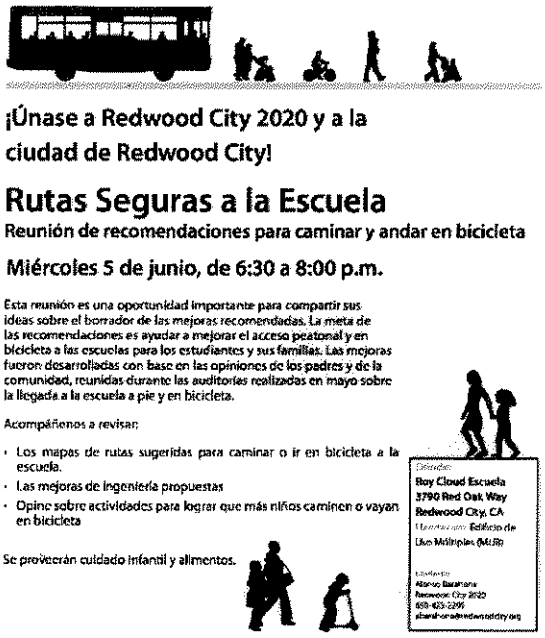
Santa Clara Vehicle Emissions Reduction Based at Schools (VERBS) Program

Alta is overseeing the implementation of all program elements, ensuring that they are integrated and implemented as a unified citywide project and delivered equitably at all participating schools. Elements include a convening a Citywide Task Force, meeting with school staff and PTAs, developing marketing materials, and training teachers, parents, and volunteers. Alta will be using evaluation methods that are consistent with MTC's regional Climate Initiatives evaluation in order to track the effectiveness of the program in reducing GHG emissions.

Date: 2011 - ongoing

Client: City of Santa Clara, Marshall Johnson, (408) 615-3021, mjohnson@santaclaraca.gov

Redwood City Safe Routes to School Walking and Biking Assessments



¡Únase a Redwood City 2020 y a la ciudad de Redwood City!

Rutas Seguras a la Escuela

Reunión de recomendaciones para caminar y andar en bicicleta

Miércoles 5 de junio, de 6:30 a 8:00 p.m.

Esta reunión es una oportunidad importante para compartir sus ideas sobre el borrador de las mejoras recomendadas. La meta de las recomendaciones es ayudar a mejorar el acceso peatonal y en bicicleta a las escuelas para los estudiantes y sus familias. Las mejoras fueron desarrolladas con base en las opiniones de los padres y de la comunidad, reunidas durante las auditorías realizadas en mayo sobre la llegada a la escuela a pie y en bicicleta.

Acompáñenos a revisar:

- Los mapas de rutas sugeridas para caminar o ir en bicicleta a la escuela.
- Las mejoras de ingeniería propuestas
- Opine sobre actividades para lograr que más niños caminen o vayan en bicicleta

Se proveerán cuidado infantil y alimentos.

Cálculo:
Roy Cloud Escuela
3790 Red Oak Way
Redwood City, CA
Ubicación: Edificio de Usos Múltiples (MUB)

Contacto:
Alonso Barahona
Redwood City 2020
650-425-2295
abarahona@redwoodcity.org

Además de la participación en las actividades de la escuela, Redwood City 2020 y la ciudad de Redwood City están trabajando en un plan para mejorar la seguridad de los peatones y ciclistas en las escuelas de la ciudad. Para más información, por favor visite www.redwoodcity.org/saferoutes

Alta is working with the City of Redwood City on a Safe Routes to School Walking and Biking Assessment Project for six schools. The project includes charrette working sessions at each school with parents, neighbors, school staff, and City staff. The project also includes bilingual outreach to and on-site interpretation services to Redwood City's large Spanish speaking population. The final product will include detailed engineering improvements and engineering cost estimates for the City, as well English and Spanish suggested routes to school maps and encouragement and education program recommendations.

Date: 2013- ongoing

Client: City of Redwood City, Jessica Manzi, PE, Senior Transportation Coordinator, (650) 780-7372, jmanzi@redwoodcity.org

Project Experience

Nisqualli Road Widening School Safety Program, Victorville

The purpose of this School Safety Program was to support the City of Victorville Nisqualli Road Widening Project through the promotion of safety messages to Mojave Vista Elementary School and Lomitas Elementary School in an effort to lessen the impact to students, teachers and parents during construction.

Arellano Associates was the lead consultant to the City in implementing a school safety program which reinforces the message of safety during construction and to provide information about safe driving and pedestrian access during construction. Responsibilities included development of a fully bilingual (English/Spanish) program brochure; facilitation of school assemblies, including the preparation of a Power Point presentation to highlight "Play it Safe" strategies; and development of collateral materials to distribute at the school assemblies. AA also provided students and parents with information regarding alternative routes and safety tips during walking, bicycling or driving to school.

Client: City of Victorville, Monica Petersen, Public Information Coordinator, (760) 955-3306, mpetersen@ci.victorville.ca.us

Date: 2007

Pico Rivera Business Assistance Services for Passons Grade Separation

The Passons Boulevard Grade Separation project located in the City of Pico Rivera was implemented to substantially enhance safety and traffic flow on surface streets along this segment of the rail corridor by increasing the separation between trains and motor vehicle traffic.

Arellano Associates implemented a business support services program to provide marketing support and ombudsman assistance to businesses during construction. Arellano Associates staff met with businesses to understand specific issues and provide businesses with resource referrals and targeted technical assistance. Specific program components included: 1) Shop Here Campaign Coupon Mailer, 2) Construction Updates to businesses, 3) Construction Helpline to respond to inquiries, 4) Shopping Center Access Signage and 5) Special Events/Activities to increase customer volume and activity at the center. Additionally, AA provided assistance to the local schools by providing project construction information and communicating construction detours and recommending safe commuting practices to the community.

Client: City of Pico Rivera, Guille Aguilar, Senior Planner, (562) 801-4332, gaguilar@pico-rivera.org

Date: February 2012-July 2012

Project Experience

El Marino Language School Safe Routes to School, Culver City

Walk 'n Rollers launched a Walk 'n Roll Wednesday program where each month, students and parents meet at one of two starting points to walk, bike, skate or scoot to school. Launched in 2011, this monthly program has grown form 18 students to an average of over 200. With cooperation of the Culver City Police Department, civic leaders, school principal and nearly a dozen volunteers, this has become the largest SRTS encouragement program in Culver City.

Highlights:

- 2011: Applied for and received a $5,000 grant to coordinate a school-based Bike-to-School Day event that featured daily incentives all week long, a Walk 'n Roll Festival to teach essential bike/walk to school lessons which included 8 work stations and neighborhood group rides and a bike valet at the school's signature Children's Festival event;
- 2012: Conducted the schools first ever SRTS transit survey with over 50% of the parents participating
- 2013: Parent pledges, weekly incentives and community outreach and awareness campaigns will be launched

Client: El Marino Language School, Tracy Pumilia, principal, (310) 842-4241, TracyPumilia@ccusd.org

Date: 2011-2013

Culver City Middle School Safe Routes to School

Walk 'n Rollers coordinated and taught middle school bike/walk encouragement course as part of National Safe Routes to School's Middle School Pilot Program. Culver City was one of only three schools in California selected to participate in this program. The nine-week program demonstrated to students the value of SRTS while also teaching them leadership and teamwork skills. The program culminated in the students hosting a bike clinic and promoting a bike-to-school week.

Client: Jon Pearson, Principal, 310-842-4200, JonPearson@ccusd.org

Date: 2012

Metro Safe Connections Festival, East Los Angeles

Walk 'n Rollers coordinated, promoted, and hosted a Kids Bike Safety Workshop in conjunction with Metro's Safe Connections Festival designed to educated communities on the use and value of multi-modal transit options.

Client: Amanda Berman, Community Arts Resources, (213) 355-8504, amanda@ciclavia.org

Date: 2012 (second event planned for Sept 2013)

Key Personnel

Alta Planning + Design will manage the team for the Pico Rivera Safe Routes to School Master Plan. Alta Principal-in-Charge Brett Hondorp will provide project guidance and quality control and review. Jessica Roberts will serve as Project Manager, coordinating project tasks and working directly with the City. Jessie Holzer will assist with day-to-day project needs as Assistant Project Manager, and lead implementation of school events and audits. Arellano Associates will lead outreach facilitation, and Walk 'n Rollers will assist with design and implementation of parent training and student encouragement events. Staff roles and experience are described in the Organizational Chart below and on the following pages.

Organizational Chart

Organizational Chart		
Principal in Charge	Brett Hondorp	ALTA
Project Manager	Jessica Roberts	ALTA
Asst. Project Manager	Jessie Holzer	ALTA
OUTREACH	Laura Muna-Landa	ARELLANO
	Yesenia Arias	ARELLANO
	Jessica Roberts	ALTA
	Jessie Holzer	ALTA
EDUCATION AND ENCOURAGEMENT PROGRAMS	Jessica Roberts	ALTA
	Jim Shanman	WnR
	Jessie Holzer	ALTA
	Ryan Johnson	ALTA
	Anne Bothner-By	ALTA
AUDITS AND ACTION PLAN	Jessica Roberts	ALTA
	Jessie Holzer	ALTA
	Dru van Hengel	ALTA
	Ryan Johnson	ALTA

Management Team

Brett Hondorp, AICP, LCI
Principal In Charge

Brett is a leading national SRTS expert who has worked on SRTS projects in California since 2001. His work has involved a wide range of activities aimed at improving school area safety. As a SRTS National Course instructor, Brett has given trainings across the country on how to implement effective SRTS programs. Brett's previous projects include the Santa Clarita SRTS Program, the West Covina SRTS Study, and the Pasadena Suggested Routes to School Project.

Jessica Roberts
Project Manager

Jessica has devoted her career to creating human-friendly communities since 2000. She manages programs and projects that help people drive less often, and walk and bicycle more often. She specializes in education, promotion, and marketing programs, including Safe Routes to School programs and Transportation Demand Management. Jessica is bilingual in Spanish.

Jessie Holzer, LCI
Assistant Project Manager

Jessie's recent Safe Routes to School experience includes conducting school outreach, managing events and education programs, administering student and parent travel surveys, and preparing comprehensive school recommendations. Jessie is a League Certified Instructor (LCI) for bicycle safety and skills courses for all ages.

Brett Hondorp, AICP, LCI

Principal-in-Charge

Brett Hondorp is a leading national SRTS expert who has worked on SRTS projects in California since 2001. His work has involved a wide range of activities aimed at improving school area safety, including leading walking audits, developing engineering improvement plans, preparing grant applications, creating walking route maps, and managing strategic SRTS implementation programs. As a SRTS National Course instructor, Brett has given trainings across the country to local agency staff, advocates, and community leaders on how to implement effective SRTS programs.

Education

- Masters in Urban and Regional Planning, San Jose State University, 2000
- BA, Biology, University of California at Santa Cruz, 1995

Publications

- Transportation Professionals Get Involved with Safe Routes to School, ITE Journal, March 2005

Certifications

- National Safe Routes to School Training Instructor
- League of American Bicyclists, League Cycling Instructor #845
- Board Member, Association of Pedestrian and Bicycle Professionals
- American Institute of Certified Planners

Relevant Experience

Santa Monica School-Based Bicycle and Pedestrian Education

Brett is Principal-in-Charge of this one-year non-infrastructure Safe Routes to School project in Santa Monica, serving two elementary schools and two middle schools. A custom bicycling and walking curriculum is underway for use by the school district, and numerous bicycle training skills workshops have been taught for families. Alta is also organizing ongoing encouragement events, including a citywide Family Bike Fest, Walking School Bus/Bike Train parent workshops, and, starting in 2013, monthly Kidical Mass rides.

Santa Clarita Safe Routes to Schools Non-Infrastructure Program

Brett was Principal-in-Charge of this two-year program to develop and implement a Safe Routes to Schools education and encouragement program for the City's elementary schools. Alta worked closely with the City, schools, and school districts to bring encouragement programs and bicycling and walking safety education to over 3,500 students in four elementary schools selected as pilot schools. Alta also developed Walking School Bus Training and a Safe Routes to Schools Toolkit.

Alameda County Safe Routes to Schools Program

Brett is the Project Manager for the Alameda County Safe Routes to School program. He has managed a team of nonprofit organizations in delivering education program elements at schools throughout the county, and has continued to provide walking audit expertise and develop improvement plans since 2006.

Metropolitan Transportation Commission Regional School and Youth Outreach Program

Brett is Principal-in-Charge of a four-year effort in the San Francisco Bay Area region that aims to educate, inspire and empower youth and their families to make transportation-related behavior changes.

Jessica Roberts

Project Manager

Jessica has devoted her career to creating human-friendly communities since 2000. She manages programs and projects around the country that help people drive less often, and walk and bicycle more often. She specializes in education, promotion, and marketing programs, including SmartTrips programs, Safe Routes to School programs, and Transportation Demand Management. Jessica has written grant applications that have resulted in over $13.9 million in grant awards for clients. She and her family enjoy bicycling, walking, and taking transit together as part of their car-free lifestyle.

Education

- BA, Spanish and German, Lewis & Clark College, 1999

Conference Presentations

- Ecodistricts: Bikes as Transformers
- The Making of a Bicycle-Friendly Economy
- Step Away from the Car: Marketing Programs that Work
- Bikes and Transit: Why and How

Professional Highlights

- Alta Planning + Design, 2006-present
- Instructor, Making Cycling Irresistible: The Role of Encouragement, Initiative for Bicycle and Pedestrian Innovation (IBPI) at Portland State University, 2012
- Instructor, Innovative Public Engagement for Bicycle and Pedestrian Planning, Initiative for Bicycle and Pedestrian Innovation (IBPI) at Portland State University, 2011

Relevant Experience

Santa Monica Safe Routes to School Program

Jessica is the project manager for this one-year non-infrastructure Safe Routes to School Project at two elementary schools and two middle schools in Santa Monica. Completed program elements include outreach at Back to School events, two Bike Skills Workshops for children, Walking School Bus trainings and organizing at every school, a Bike It Walk It day that garnered more than 75% participation at one school, walk audits at schools, and a highly-successful Family Bike Fest with 250 participants.

Santa Clarita Safe Routes to Schools Program

Jessica was part of the Alta team for this two-year program to develop and implement a Safe Routes to Schools education and encouragement program for the city's elementary schools. The program included encouragement programs and bicycling and walking safety education for over 3,500 students in four elementary schools selected as pilot schools.

Pedestrian Safety Education Program, Seattle, WA

Alta created a pedestrian safety education program for Seattle elementary schools, including a three-day curriculum and training materials aimed at second graders. Based on national best practices and designed to mesh with Safe Routes to School efforts, the training prepared children to cross streets safely using kinetic, verbal, musical, mentoring, and rehearsing techniques. In 2008-2009, 238 students in 10 second-grade classrooms received the training at four Seattle schools. In 2011-2012, 11 additional classrooms received the training at four different schools, with 271 students receiving the pedestrian safety training. Jessica was the project manager.

Jessie Holzer, LEED AP, LCI

Assistant Project Manager

Jessie's recent Safe Routes to School experience includes conducting school outreach, managing events and education programs, administering student and parent travel surveys, and preparing comprehensive school recommendations. She brings a unique set of skills that come from her experience in programs implementation, transportation planning, and traffic engineering. Jessie's interest in bicycle and pedestrian planning stems from a passion for all aspects of sustainability. Jessie obtained her League Certified Instructor (LCI) certification through the League of American Bicyclists in Fall of 2011. She is certified to teach bicycle safety and skills courses to a wide range of age and ability levels.

Education

- Master of City and Regional Planning and Master of Science in Engineering, California Polytechnic State University, 2010
- B.S., Social Sciences, California Polytechnic State University, 2008

Certifications

- League of American Bicyclists, League Cycling Instructor

Affiliations/Memberships

- American Planning Association
- WTS
- Los Angeles County Bicycle Coalition

Relevant Experience

Santa Monica Safe Routes to School Project

Jessie is lead planner for this one-year Safe Routes to School project in Santa Monica, serving two elementary schools and two middle schools. Alta is creating detailed school travel plans and suggested routes to school maps. Alta is organizing ongoing community events, including a citywide Family Bike Fest, Walking School Bus/Bike Train parent workshops, and monthly Kidical Mass rides. A custom bicycling and walking curriculum is underway for use by the school district, and numerous bicycle training skills workshops have been taught for families.

Santa Clarita Safe Routes to School

As part of the Santa Clarita Safe Routes to School program, Jessie assisted with the organization of a Walk and Bike to School Day. Her duties included setting up at the event, assisting students with a raffle for a new bike if they walked or rode their bike to school, and educating parents on the Safe Routes to School program. She also assisted the City with grant writing for the Cycle 10 Safe Routes to School funding cycle.

City of Claremont SR2S Non-Infrastructure Program

Jessie's role in the project involves developing and teaching safe bicycling and walking courses that will be integrated into existing elementary school curriculum. She has worked closely with school faculty to create age-appropriate lesson plans.

Lawndale Safe Routes to School

The Lawndale Safe Routes to School project encourages children to walk and bike to elementary and middle schools. Jessie's role on this project includes organizing and leading walking audits at/around each school and providing recommendations to improve walking and biking adjacent to the schools.

Drusilla van Hengel, PhD, LCI

SRTS Advisor

Dru van Hengel joined Alta in 2011 after 10 years of transportation research, and 15 years of practitioner experience in transportation planning and operations. She worked for the City of Santa Barbara as both the Supervising Transportation Engineer and as the Mobility Coordinator, leading efforts that doubled the number of bike lanes, initiated the Safe Routes to School Program, and started a Work Trip Reduction Incentive Program for city employees. Dru's academic background and work in land development, capital improvement programs, and community planning provides a unique, implementation focused perspective to her projects.

Education

- MBA, Sustainable Business Bainbridge Graduate Institute, 2008
- PhD, Social Ecology, University of California, Irvine, 1996
- MA, Social Ecology, University of California, Irvine, 1993
- BA, Psychology and Biology, Dartmouth College, 1985

Certifications

- League of American Bicyclists, League Cycling Instructor, #1133
- National Safe Routes to School Instructor

Relevant Experience

Santa Monica Safe Routes to School Project

Dru serves as the strategic advisor to this non-infrastructure Safe Routes to School project, including consultation on walking school buses, bike trains, walk audits, special events, agency coordination and consultation on long term implementation.

Santa Clara VERBS Program

Dru is a technical advisor for the Vehicle Emissions Reduction Based at Schools (VERBS) for the city of Santa Clara. This two-year program, funded by a CMAQ grant administered through the Metropolitan Transportation Commissions Climate Initiatives Program, is aimed at developing a sustainable community-based SRTS program at all of Santa Clara's elementary and middle schools (seven schools total).

Santa Barbara Safe Routes to School*

Dru was the Traffic Engineering representative to the Santa Barbara Safe Routes to School Program. She met regularly to develop operational improvements for bicycle and pedestrian access at participating schools in the City of Santa Barbara. She also volunteered at school-based and public event days to run encouragement and education activities.

Santa Barbara Bicycle Coalition Safe Routes to School Program*

Dru recruited local Santa Barbara elementary schools into the Safe Routes to School Program, developed and delivered school-based assembly and rodeo curriculum for safety presentations, and developed and delivered school-based encouragement activities, including walk and bicycle to school days.

Safe Routes to School Through Safe Communities Project*

Dru established and managed the Santa Barbara Safe Routes to School Program by building an extensive coalition of community partners focused on increasing the number of children walking and bicycling safely to Santa Barbara area schools.

Ryan Johnson, LCI

Program Coordinator

Ryan brings a range of skills including bicycle and pedestrian surveys and counts, bicycle and pedestrian plans, transit access studies, community outreach, and festival/event production. He also developed a keen understanding of local, state, and federal politics while working with a Los Angeles-based political consultant. Ryan has lived in Los Angeles without a personal automobile since moving there in 2008. This experience has provided him with a valuable first-hand perspective of the safety and urban design considerations that encourage people to walk, cycle, and use transit.

Education

- Master of Urban and Regional Planning, University of California-Los Angeles, 2012
- B.A., Sociology & Political Science, University of Mississippi, 2008
- Mexico-U.S. Bilateral Study Tour with the Instituto Tecnológico de Monterrey, Hidalgo Campus, 2006

Certifications

- League of American Bicyclists, League Cycling Instructor

Affiliations/Memberships

- Board Member, Southern California Planning Congress
- Los Angeles County Bicycle Coalition
- Transportation Research Board

Relevant Experience

Santa Monica Safe Routes to School

The Santa Monica Safe Routes to School project encourages children to walk and bike to elementary and middle schools in the Santa Monica-Malibu Unified School District through planning and programming. Ryan's role on this project includes organizing a Family Bicycle Fest and writing the analysis report for a parent survey about children's walking and cycling habits.

City of Claremont SR2S Non-Infrastructure Program

Ryan's role in the project involves developing and teaching safe bicycling and walking courses that will be integrated into existing elementary school curriculum. He has worked closely with school faculty to create age-appropriate lesson plans.

Eagle Rock Safe Routes to School Plan*

As part of a course in Pedestrian & Bicycle Planning, Ryan and his team authored a plan to make walking and cycling safe and attractive options for students of Eagle Rock Junior/Senior High School in Northeast Los Angeles. The project team conducted a thorough analysis of the site and surrounding neighborhood, and then recommended specific measures to improve the physical environment, education and encouragement efforts, enforcement of current laws for all modes, and evaluation techniques.

Redwood City Safe Routes to School Walking and Biking Assessments

Ryan is working with the City of Redwood City on a Safe Routes to School Walking and Biking Assessment Project for six schools. The project includes charrette working sessions at each school with parents, neighbors, school staff and City staff. The project also includes bilingual outreach to and on-site interpretation services to Redwood City's large Spanish speaking population.

Anne Bothner-By

Graphic Designer

Anne Bothner-By has more than 18 years of experience in design and production of documents, public outreach materials, and maps for the non-motorized transportation industry. She has worked with the City of Portland's SmartTrips program, Marin County's Way to Go! program, and Safe Routes to School programs covering both local and national efforts. Anne's past projects also include maps and guides for the City of Portland's Transportation Options Bureau; outreach for the nationally-recognized nonprofit Bicycle Transportation Alliance; the FHWA Rails with Trails: Lessons Learned Study; and the California Coastal Trail Implementation Strategy Report for Humboldt County, California.

Education

- MA, Linguistics, State University of New York – Stony Brook, 1988
- BA, Religion, Reed College, 1985

Awards

- WalkBikeMarin Education and Encouragement Programs, 2010 Exemplary Human Environment Initiatives (EHEI) Award in Education and Training Programs, FHWA

Relevant Experience

Santa Clara Safe Routes to School Logo and Branding Guidelines

Santa Clara Safe Routes to School is a community-wide effort to encourage and empower more K-8 students to get to school by foot, bike, or other people-powered transportation. Working closely with the client and stakeholders, Anne developed a program logo and an easy-to-follow set of branding and design guidelines to accompany the logo. The guidelines have been used for outreach materials, reports, the program website, and internal communication.

Way to Go! Marin County Program

This three-year individualized marketing program was a key part of WalkBikeMarin. The Way to Go! program reached over 14,000 residents and employees in the cities of Sausalito, Greenbrae/Larkspur and Novato, and San Rafael. Nearly 20% of the target area individuals participated, and two-thirds of post-program survey respondents reported that the Way to Go! program motivated them to walk, bike, and take transit more instead of driving. Anne produced marketing materials with bright, eye-catching graphics that captured the attention of the audience and clearly and concisely delivered the campaign message.

King County In Motion, Seattle, WA

In Motion is a series of personal travel encouragement campaigns run by King County Metro. Using core branding elements from the campaign, Anne designed direct mail, maps, postcards, posters, yard signs, banners, and incentives.

Destination Downtown, Vancouver, WA

Alta designed and implemented a transportation demand management program for downtown employers. Using the existing logo, Anne developed an entire suite of branded materials that were given to participants.

Laura Muna-Landa

Outreach Facilitator

As a senior project manager with Arellano Associates, Laura uses her proven skills and 24 years of experience in community relations and consensus building and grant writing and administration to provide a comprehensive array of services to clients. Laura is a detailed-oriented and thoroughly organized project manager who administers complex projects from initial stages through project completion. Laura is adept at working with a variety of partners including senior staff, elected officials, business leaders, grassroots community leaders, and the community-at-large.

Education

- B.A., Business Administration, Concentration in Management, California State University, San Bernardino 1990
- M.A.,Public Administration, California State University, San Bernardino 1993
- Economic Development Professional Certification, National Development Council Economic Development 1995

Relevant Experience

City of Victorville – Nisqualli Road Widening School Safety Program, 2007

Laura oversaw and implemented a school safety program which reinforced the message of safety during construction and to provide information about safe driving and pedestrian access during construction. Responsibilities included development of a fully bilingual (English/Spanish) program brochure; facilitation of school assemblies, including the preparation of a Power Point presentation to highlight "Play it Safe" strategies; and development of collateral materials to distribute at the school assemblies. Through AA's work on this project, students were provided with identified "Safe Routes to School" to use and avoid construction activity. Even with a modest project budget, AA was still able to effectively reach out to students and parents through school assemblies and events with high participation levels. AA conducted school assemblies with interested and excited students – many teachers noted how engaged their students were due to the style and format of the assembly presentation.

State Route 210 Freeway Public Information and Safety Program, San Bernardino and Los Angeles counties, 1997 – 2007

Laura served as Special Programs Coordinator for the Public Information Program on the $1.2B Route 210 freeway construction project. Services include a comprehensive community relations program, and technical support services for SANBAG. The Public Information Program also includes implementation of specialized programs such as the Safety Education Campaign and Business Support Program. Daily operations involve development of collateral material, media relations and public relations. The project also demands coordination with affected cities in San Bernardino County, as well as Caltrans and other local agencies.

Yesenia Arias

Outreach Coordinator

Yesenia serves as a Senior Associate for Arellano Associates, with 11 years of experience. She is responsible for community relations, project management, social media programs, event coordination, and public information management. She has worked on small and large public relations programs, including construction, planning, and environmental projects. Yesenia has a particular expertise in project coordination as well as client and community relations. She is accustomed to working with all levels of stakeholders including senior staff, elected officials, business leaders and the grassroots community. Additionally, she has an excellent command of Spanish and has extensive experience working with Latino communities in Southern California.

Education

- B.S., Public Administration, California State University at Dominguez Hills, 1999

Relevant Experience

Metro High Desert Corridor, San Bernardino and Los Angeles counties, 2010 – Current:
Yesenia serves as a Project Manager for the High Desert Corridor Project, San Bernardino. She is responsible for the development and execution of a Community Participation Plan for the 63 mile study area. Due to the large geographical boundaries, the project management has been divided by county; Mrs. Arias focuses on the execution of the public information program for the San Bernardino area. In her role as Project Manager, she works closely with various agencies and is responsible for ensuring transparency and collaboration amongst Metro, Caltrans and the San Bernardino Joint Powers Authority. Although she is focused in San Bernardino, she participates in project management, development, outreach and social media strategies; her involvement in the project development process is multifaceted. She has been instrumental in the development of a project webinars and the new "Geo-social" interactive map which have enhanced the development of the project's communications programs.

Interstate 5 Corridor Improvement Project (I-605-I-710), Los Angeles County:
As a Project Associate, Yesenia worked closely with Caltrans and project team to develop and implement the Project's Community Participation Plan, website, newsletter and the development of a comprehensive project database. The project is currently in its alternatives screening phase and her responsibilities include coordination with key Local Advisory Committees as well as the I-5 Joint Powers Authority and Metro's I-710 EIR/EIS Corridor Project Team.

California High-Speed Train Los Angeles to San Diego EIR, San Diego, Los Angeles, Riverside, and San Bernardino counties, 2007 – Current:
Yesenia was responsible for scheduling and implementation of the public outreach program of the Los Angeles to San Diego (via the Inland Empire) alignment of the California High-Speed Rail program. She handled the day-to-day planning of stakeholder meetings and communication for the Arellano Associates team.

Jim Shanman

Event Facilitator

Jim Shanman is a Los Angeles native who has been involved in cycling advocacy for over 16 years. After attending a Safe Routes to School community meeting in Culver City, Jim started thinking of ways to capture the energy and enthusiasm in that SRTS stakeholders meeting without waiting for the grant process to run its course. Too little was being done to encourage families to make active transportation a regular part of their lives and as an elementary school parent, this struck a chord with him and he realized he could make a difference. Jim founded Walk 'n Rollers with the simple mission of encouraging kids to walk and bike to school more often and to provide access to educational and other tools necessary to help students teach students to do so safely and responsibly.

Education

- B.A., Fine Arts, CSUN, 1985
- LCI Certification, March 2012

Professional Experience

- Walk 'n Rollers, Founder 2011 – Present
- League Cycling Instructor 2012 – Present
- Asylum Design and Marketing, Inc, Owner 1986 – 2012

Relevant Experience

Walk 'n Rollers, Founder

Selected recent projects include:

- Kids Bike Skills Workshop at National Night Out, Downey, CA, August, 2013 (pending)
- Walk 'n Roll Wednesday Program at El Marino Language School, Culver City, CA, October 2011 - present
- Ballona Creek Community Ride with C.I.C.L.E., Culver City, CA, September, 2013
- Kids Bike Skills Workshop at CicLAvia, Los Angeles, CA, October 2012, April 2013, June 2103
- Kids Bike Skills Workshops at Xmas in July (CA Assemblymember Holly Mitchell), Baldwin Hills, CA, July 2011, 2012, 2013
- Safe Routes to School Middle School Pilot Program, Culver City Middle School, Culver City, CA, 2013

League Cycling Instructor

Certified by the League of American Bicyclists and licensed to coordinate and teach bicycle safety instruction. Recent classes and workshops throughout the Los Angeles area include:

- TS 101 course, Baldwin Hills, CA June 2013 (Metro/LACBC)
- TS 101 course, Culver City, CA June 2013 (Metro/LACBC)
- TS 101 course, Cal Poly Pomona, Pomona, CA , May 2013 (Metro/LACBC)
- Bicycle Safety (BLAST) at three area High Schools, Pomona, CA November – December, 2012 (YES Sports)
- TS 101 courses (2) West Hollywood, September, October 2012 (Sustainable Streets)

Asylum Design and Marketing

Full service graphic design and marketing studio responsible for developing creative direction and coordination of projects across a wide platform of clients.

Other Information: Detailed Scope of Work

We understand this city's scope and deliverables listed in Attachment A of the RFP. We will perform the comprehensive services outlined in that document through cost effective implementation of the project. Below, we would like to offer some additional ideas, insight, and clarification about how we envision implementing the project as described in the scope of work.

Task 1: Education Activities

1.1 Develop and distribute suggested route to school maps for 11 schools

We have developed hundreds of suggested route to school maps for cities and school districts across California, and bring an extensive library of map templates and styles to help us complete this work efficiently. We have recently developed an interactive online Google map interface that allows us to engage parents in creating suggested route to school maps , and also identify issues that should be examined in the walk audit process (example at http://www.saferoutesdavismap.org/mendosr2s/). We anticipate using this crowd-sourcing map technology for this project.

1.2 Develop and distribute safe walking and biking brochures for each school

We envision these brochures as being distributed to every parent, accompanying the suggested route to school maps. The brochure should include information about walking and bicycling to school, including information about crossing guards, bike racks, school and district policies (e.g. about wearing helmets), and tips and rules for safe behavior. One section of the brochure should address parent responsibility for safe driving behavior if they do choose to drive to school.

Interactive web mapping can capture parent concerns.

1.3 Develop online walking and biking safety reference library

While we have ready familiarity with essential literature on SRTS, we anticipate that this subtask would be most valuable if the Task Force had the opportunity to define the key questions they would like the reference library to answer. The wealth of resources throughout the internet can be overwhelming, and we propose to create a library that includes the most pertinent information, in a structure that limits the output to the user based on a searchable database interface that allows users to input their specific areas of interest.

Task 2: Encouragement Activities

2.1 Hire SRTS coordinator

We agree that a coordinator is an essential factor for the success of the program. We would like input from the City about your vision for this position – where it will be housed, how many hours per week, and whether you see the City taking over management after the contract ends. Based on what we know now, we are assuming this is a part-time position, with a reduction in hours when school is not in session. We are planning to provide this staff augmentation service with our current LA-based Safe Routes Specialist Jessie Holzer. However, at the City's direction we are also opening to hiring a Pico Rivera resident through a competitive hiring process, training and supervising them.

2.2 Establish SRTS Task Force to organize and Execute an Action Plan

Task Force formation is at the heart of a successful SRTS pilot project, and even more essential to the long-term continuation of the program. We envision monthly meetings throughout the project, pulling together City staff, teachers, administrators, public health and public safety professionals, parents, and community organizations to develop a shared vision for a SRTS program. The Task Force will also have an important ongoing role to play in guiding the two-year program, such as commenting on communication strategy, encouragement campaign alternatives, evaluation strategies and recruitment techniques.

2.3 Organize, promote and conduct Talk the Talk school assemblies with parents and community speakers

The purpose of parent presentations will be to introduce them to the concept of SRTS, invite them to participate in activities at their school and provide them with information they will need to safely walk and bicycle with their children to school. In our experience, one way to make it easier for parents to attend educational activities is to provide childcare. To that end, we propose including a parallel bike skills workshop (based on a highly successful model created by Walk 'n Rollers) that will entertain children, as well as teach them valuable bicycling handling skills and rules of the road. We will give one presentation at each school each year.

2.4 Organize, promote, and conduct monthly Walk the Walk incentives campaign to encourage walking and biking with intra- classroom, grade and school based competition.

School professionals are extremely busy, and may prefer not to be involved in the design of encouragement and incentive activities. Therefore, we envision working with the Task Force to develop a common incentive campaign that will be offered at all 11 schools, with enough ability to customize for each school's needs around their academic calendar and preferred communication style. We also propose to have Walk 'n Rollers deliver one Bike Safety Festival each year that will serve all 11 schools (perhaps at one of the centrally-located high school campuses). Festivals are taught by licensed staff and offer a bicycle safety check, a helmet pledge, eight skills stations, and an obstacle course.

Bike It! Walk It! events have been successful for the Santa Monica SRTS Program.

Task 3: Enforcement Activities

We understand that the LA County Sheriff's Office has primary responsibility for executing these enforcement activities ("Good Work" traffic citations, targeted school area enforcement, and crosswalk decoy actions), and we are reserving an appropriate portion of the budget for this purpose. The Alta team's role will support the Sheriff's Office by creating and producing materials such as "Good Work Traffic Citation" forms, press releases, and fact sheets, with a look and feel consistent with the overall program brand.

Task 4: Evaluation Activities

The evaluation approach as written in the scope is clear and conforms to the National Center for Safe Routes to School guidelines. We have experience managing in-school walking and biking tallies for hundreds of California schools, and will draw upon our experience to complete evaluation activities efficiently, and report clearly on results.

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 10, 2013

Subject: RESIDENTIAL RESURFACING PROGRAM (RRP) PHASE "E", CAPE SEAL, CAPITAL IMPROVEMENT PROGRAM NO. 21245 – AWARD CONSTRUCTION CONTRACT

Recommendation:

1) Award a construction contract in the amount of $602,727 to VSS International Inc., for the Residential Resurfacing Program (RRP) Phase "E", Cape Seal, CIP No. 21245, and authorize the Mayor to execute the contract in a form approved by the City Attorney.

2) Approve Change Order No. 1 in the amount of $76,727 to reduce the construction contract amount to $526,000.

Fiscal Impact:

$ 44,660	(Rubberized Asphalt Concrete (RAC) Grant)
$ 481,340	(Measure R)
$ 526,000	Total

Discussion:

The Residential Resurfacing Program, Phase "E", Cape Seal Project (Cape Seal Project) is part of the City's Residential Resurfacing Program (RRP). The RRP is an aggressive program with a purpose of resurfacing residential streets Citywide. To date, a total of 190 residential street segments have been resurfaced with this program.

The Cape Seal Project was initiated to extend the life of roadway pavements with a cost-effective resurfacing method knows as a *cape seal*. The Cape Seal Project consists of resurfacing 18 residential street segments Citywide. Work includes weed abatement, crack sealing, skin patching, installation of rubberized emulsion, placing a layer of 3/8 inch rock, and a coat of asphalt slurry.

On June 11, 2013, the City Council approved the plans, specifications and estimate and authorized staff to advertise for bids. On July 31, 2013 and on August 7, 2013 construction of the project was advertised. On August 20, 2013, three (3) bids were received and opened by the City Clerk in a public forum. Bids were received from VSS

International, Inc. ($602,727), Manhole Adjusting, Inc. ($604,907), and All American Asphalt ($605,000). The lowest bid was submitted by VSS International Inc. (VSS).

The bid analysis confirmed VSS is a responsive bidder. VSS exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. They have constructed similar projects for the Cities of Oxnard and Concord, as well as for Los Angeles County Public Works. The bid analysis also confirmed VSS submitted the lowest responsible bid. However, their $602,272 bid was $76,727 more than the construction budget. In lieu of rejecting the bids, staff is proposing a change order in the amount of $76,727 to reduce the contract amount to within budget as well as to deliver the project on time, prior to the rainy season.

Change Order No. 1 represents a reduction of $76,727 and a reduction in scope of work. Staff is proposing to eliminate 5 streets from the project. The streets proposed to be removed (Mission Mills Road, Harrell Street, Bollenbacher Drive, Pico Vista Road, and Claymore Street) are in the City's north, mid and south regions. The streets were selected for removal based on the highest Pavement Condition Index. This approach ensures the streets in the poorest physical condition remain in the project.

The project is budgeted in the CIP program for an amount of $546,000. The budget is funded with $481,340 in Measure R (restricted funds) and $44,660 in RAC grant funds. Funds will be used to pay for construction ($526,000) and contingency ($20,000).

The anticipated project schedule is as follows:

- Award Construction September 10, 2013
- Start Construction October 2013
- Complete Construction November 2013

Construction management and inspection services will be provided by the Public Works, Engineering Division.

Ronald Bates

RRB:AC:EC:lg

Enc.

1) Public Works Agreement
2) Attachment "A" – Location Map
3) Attachment "B" – Change Order No. 1

PUBLIC WORKS CONTRACT SERVICES AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 21245
RESIDENTIAL RESURFACING PROGRAM (RRP), PHASE "E" - CAPE SEAL

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2013 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and VSS International Inc. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires services for the construction of **CIP No. 21245 RESIDENTIAL RESURFACING PROGRAM (RRP), PHASE "E" - CAPE SEAL**. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "**Bid Document/Schedule**" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions - General, Special Provisions – Part 1, General Provisions, Proposal, Instruction to Bidders, Bidders Proposal, Bidders Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Supplemental Information Form, Tax Identification Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

1.3 **Order of Preference of Documents -** In the event of an inconsistency among the Contract Documents, the Contract Documents shall have the following order of preference:

1. This Agreement
2. Project Specifications
3. Special Provisions
4. Plans and Details
5. Latest APWA Standard Plans - Green Book Edition
6. Caltrans Specifications

1.4 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said extra work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2. GENERAL CONDITIONS

2.1 **Compliance with Law** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

2.2 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.2.

2.3 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall

immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.4 **Care of Work** - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence.

2.5 **Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.6 **Prevailing Wage Laws** - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the Director of Public Works and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2.7 **Type of Contractor's License**. The Contractor shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:
General Contractor Class A

2.8 **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Six Hundred Two Thousand Seven Hundred Twenty Seven ($602,727) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated

into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

3.3 **Retention of Funds** - Progress payments shall be made in accordance with the provisions of Section 2.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

4. PERFORMANCE SCHEDULE

4.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

4.2 **Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Project Schedule" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

4.3 **Force Majeure** - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term** - Unless earlier terminated in accordance with Section 8.8 or 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the work by the Contract Officer.

5. COORDINATION OF WORK

5.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____

_____

_____

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 **Independent Contractor** - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 **PERS Eligibility Indemnity** - In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation benefit, or any incident of employment by the City and entitlement to any contribution to be paid by the City for employee contribution and or employee contribution for PERS benefits.

5.6 **Identity of Persons Performing Work** - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.7 **Utility Relocation** - City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.8 **Trenches, Excavations and Unknown Conditions** - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.4 of this Agreement.

c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work,

Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

5.9 **Trench and Pipeline Safety** - If this Agreement is for more than $25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City.

[*Intentionally left blank.*]

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
( )	Comprehensive General Liability Insurance (including premises and operations)	$1,000,000 per occurrence combined single limit
( )	Contractual Liability Insurance Products Liability Insurance	$1,000,000 limit
( )	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard	$1,000,000 per occurrence combined single limit
( )	Professional Liability Insurance (providing for a one year discovery period)	$1,000,000 limit
( )	Workers' Compensation/Employers' Liability Insurance	Statutory $1,000,000 per occurrence
	Risk of Loss Insurance	
	Acts of God Insurance	

CONDITIONS:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A"-minus or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Pico Rivera, California.

Any insurance maintained by the City of Pico Rivera shall apply in excess of, and not combined with, insurance provided by this policy.

The City of Pico Rivera, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insured.

Prior to commencement of any work under this Agreement, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives

documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 **Indemnification** - Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers,

agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

e) City shall provide timely written notice to Contractor of any third party claims (California Public Contracts Code 9201).

f) The Contractor's indemnification obligations pursuant to this Section 6.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.3 **Labor and Materials Bond, Performance Security and Warranty Security -** Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance security each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the payment of subcontractors, laborers and materialmen, and the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond or security shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. Prior to the acceptance of the work by the City, Contractor shall deposit with the City a Warranty Bond or Security in the amount of 50% of the amount of this Contract and in a form provided by the City warranting the work and materials for a period of one year from the date of acceptance by the City.

6.4 **Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.5 **Substitution of Securities -** Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement for the work to be performed will be permitted at the request and expense of the successful bidder.

7. RECORDS AND REPORTS

7.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 **Records** - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

8. ENFORCEMENT OF AGREEMENT

8.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not

reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.3 **Dispute Resolution** – If the amount of this Agreement is $375,000 or less, disputes regarding time extensions or payment amounts must be submitted to a resolution process in accordance with Public Contracts Code 20104-20104.4 as follows:

(1) Informal negotiation between the City and general contractor.

(2) Mediation with the general contractor.

(3) Arbitration.

(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

8.4 **Waiver -** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 **Rights and Remedies are Cumulative -** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one thousand dollars ($1000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In addition, liquidated damages may be assessed for failure

to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

8.8 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.9 **Termination for Convenience** – The City may terminate this Agreement without cause for the convenience of the City upon giving Contractor 30 days' prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.10 **Attorney's Fees** - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

9.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660
Attention: Director of Public Works/City Engineer

To Contractor: VSS International Inc.
P.O. Box 981330
West Sacramento, CA 95798
Phone No. (916) 373-1500

10.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability** - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or

sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Hiring of Undocumented Workers Prohibited -** Contractor shall not hire or employ any person to perform work within the City of Pico Rivera or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

10.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

10.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[*Intentionally left blank. Signatures follow.*]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

By: _____
Anna M. Jerome, Assistant City Clerk

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Gustavo V. Camacho, Mayor

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

CONTRACTOR:

By: DIANE M. MINOR
(Print)

Signature: [signature]

Title: SECRETARY

Address: 3785 CHANNEL DRIVE
WEST SACRAMENTO, CA
95691

By: _____
(Print)

Signature: _____

Title: _____

Address: _____

NOT TO SCALE

CITY OF PICO RIVERA

CALIFORNIA

ENCLOSURE 2
ATTACHMENT "A"

LOCATION PLAN AND STRIPING PLAN

LEGEND

– PROPOSED RESIDENTIAL RESURFACING PROJECT PHASE "E" (CAPE SEAL)

CAPITAL IMPROVEMENT PROJECT NO. 21245

Proposed Residential Resurfacing Project - Phase "E"

1. Isora St. - Paramount Blvd. to Columbia Ave.
2. Isora St. - Columbia Ave. to Acacia Ave.
3. Isora St. - Acacia Ave. to Rosemead Blvd.
4. Chapelle Ave - Banta Rd to Harrell St
5. Arma St. - Pine St. to Calada Ave.
6. Holbrook St. - Paramount Blvd. to Los Toros Ave.
7. Holbrook St. - Los Toros Ave. to Bridgeview Ave.
8. Reichling Ln. - Passons Blvd. to Lindsey Ave.
9. Rimbank Ave. - Dicky St. to Southerly End
10. Coolhurst Dr. - Manzanar Ave. to Mines Ave.
11. Coolhurst Dr. - Manzanar Ave. to Rosemead Blvd.
12. Carron Dr. - Crossway Dr. to Guild Dr.
13. Goodbee St. - Crossway Dr. to Birchleaf Ave.
14. Sideview Dr. - Myron St. to Aero Dr.
15. Sideview Dr. - Aero Dr. to Shade Ln.
16. Hasty Ave. - Maxine St. to Charlesworth Rd.

REGISTERED PROFESSIONAL ENGINEER
ART CERVANTES
No.60535
Exp.
CIVIL
STATE OF CALIFORNIA

Date: 3-24-2015

CITY OF PICO RIVERA
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
CAPITAL IMPROVEMENT PROJECT NO. 21245 - RRP - PHASE "E"
CAPE SEAL LOCATION AND STRIPING PLAN

ENCLOSURE 3
ATTACHMENT "B"

City of Pico Rivera, Public Works Department

Contract Change Order

Date: **September 3, 2013** Change Order No. **01** Account/Contract No: **210-7300-44500-00021245**

Contractor: **VSS International Inc.** Account Code No: **210-7300-44500-00021245**

Contract Date_____ Account Code_____

Plan Reference _____

Change Order Amount: **$76, 727.00** Extension of Contract, if warranted __0__ working days

Reason for Change: **City request to meet budget constraints.**

Description of Change: **Reduce project scope from 23 street segments to 18 street segments.**

Original Contract Amount	**$602,727.00**
Total of previous authorized Change Orders	**0**
New Change Order Amount	**$76,727.00**
New Contract Amount	**$526,000.00**

The Changes described above are hereby authorized.

Approved: _____, 2013

_____	VSS International Inc
Project Engineer	Contractor
_____	_____
Assistant City Engineer	By Authorized Agent
_____	
Director of Public Works/City Engineer	

Original - Project File
CC: - Contractor
- Department

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 10, 2013

Subject: APPROVAL OF THE MEMORANDA OF UNDERSTANDINGS WITH GATEWAY WATER MANAGEMENT AUTHORITY FOR THE DEVELOPMENT OF WATERSHED MANAGEMENT PROGRAMS FOR THE LOWER LOS ANGELES RIVER AND LOWER SAN GABRIEL RIVER

Recommendation:

1) Approve the Memorandum of Understanding (MOU) with Gateway Water Management Authority (GWMA) to Develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower Los Angeles River Watershed Committee and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "B"); and

2) Approve the Memorandum of Understanding (MOU) with Gateway Water Management Authority (GWMA) to Develop a Watershed Management Program and Coordinated Integrated Monitoring Program for the Lower San Gabriel River Watershed Committee and authorize the Mayor to execute the MOUs in a form approved by the City Attorney (Exhibit "C"); and

3) Appropriate $113,600 from the General Fund Reserve for the Lower Los Angeles River Watershed Committee ($39,900) and Lower San Gabriel River Watershed Committee ($73,700).

Fiscal Impact: General Fund Reserves in the amount of $113,600 are necessary to fund the subject storm water quality programs. It is estimated that the City could pay an additional tens of millions of dollars more to fund local and regional storm water quality projects and programs that could be required by these studies. This fiscal impact is the result of an unfunded mandate issued by the State Water Resources Control Board via the new National Pollution Elimination System (NPDES), Municipal Separate Storm Sewer System.

Discussion:

The City of Pico Rivera is situated in both the Lower Los Angeles River Watershed and the San Gabriel River Watershed and, thus, the storm drain system that services the City drains to both watersheds. The operation of this system is regulated through a Municipal Separate Storm Sewer System (MS4) Permit that is issued by the California Regional Water Quality Control

Board (RWQCB). This MS4 Permit is renewed approximately every 5 years by the RWQCB with each subsequent permit becoming more stringent and costly to implement.

The most current MS4 Permit (Order No. R-2012-0175) was adopted by the Los Angeles Regional Water Quality Control Board (LARWQCB) on November 8, 2012, and became enforceable December 28, 2012. This new MS4 Permit requires Pico Rivera along with other Permittees countywide to develop watershed management program (WMP) studies for each tributary watershed. In summary, WMPs provide a comprehensive analysis of pollutant sources within the watershed area, strategies for reducing or treating pollutants from those sources, and computer modeling to substantiate the strategies.

The requirements for the WMPs and monitoring plans can be satisfied by each Permittee independently or in collaboration with other Permittees. Staff recommends the latter as it is the most cost-effective approach. Since Pico Rivera drains to two watersheds Los Angeles River and San Gabriel River (Exhibit "A"), staff recommends membership in the Los Angeles River Watershed (LARW) and Lower San Gabriel River Watershed (SGRW). The LARW watershed permittees includes Downey, Lakewood, Long Beach, Lynwood, Signal Hill, South Gate, LA County Flood Control and Caltrans. The SGRW watershed permittees includes the Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Santa Fe Springs, Whittier and LA County Flood Control. Caltrans has provided a verbal commitment and plans to join the SGRW watershed. As a note, on June 26, 2013, staff submitted to the Los Angeles RWQCB the Notice of Intent to comply with the new permit via the the LARW and SGRW.

The Memoranda of Understandings (MOUs) that are before you are being coordinated by the Gateway Water Management Authority (GWMA) of which the City is a member. The MOU's cover the preparation of the Watershed Management Plan (WMP) and a Coordinated Integrated Monitoring Program (CIMP).

Key Elements of the MOUs:

- Development of a WMP and a CIMP with a deadline of June 30, 2014 with an option to convert to an Enhanced WMP if additional time is needed;
- Requires naming a technical representative and an alternate for each watershed;
- Establishes the GWMA as the entity to contract with consultants chosen by the watershed group and process payments for consultants;
- Outlines a process for annual budget adoption;
- Outlines a process for invoicing and payments by the members of the watershed group;
- The MOUs for the LARW and SGRW will be automatically renewed annually through January 11, 2028 and September 30, 2026, respectively, to monitor, implement, coordinate and report to the LA Regional Water Quality Control Board; and
- Provides a process for terminating the MOU by either party.

Under the MOUs, the preparation of Watershed Management Program studies for both the Lower Los Angeles River and the San Gabriel River watersheds are multi-city funded efforts. Participating cities in each watershed are assessed costs based on cost sharing formulas, as detailed in the attached MOUs among all the participating cities. It is estimated that the total region's first year expenditures to comply with the MS4 permit for both watersheds will be $1,427,122. It is estimated that LARW will expend $677,122 for the first year and $100,000 annually thereafter and that the SGRW will expend $750,000 for the first year and $250,000 annually thereafter. Pico Rivera's proportional share costs for the first year is estimated at $39,859 and $73,659 for LARW and SGRW, respectively, and $6,541 and $17,614 annually thereafter respectively. This does not include implementation or monitoring costs.

The MS4 Permit requires WMPs for each tributary watershed. The Lower Los Angeles River WMP study and the San Gabriel River WMP study both must be completed and submitted to the RWQCB prior by June 28, 2014.

Finally, the new permit will regulate the municipal storm water discharges of 33 total maximum daily loads (TMDLs) of pollutants across the Los Angeles County. According to a study prepared by USC in 2002 ("Economic Impact Evaluation of Proposed Storm Water Treatment for Los Angeles County"), the estimated economic impact countywide to comply with the TMDLs may range from $93 billion to more than $127 billion. The economic impact in Pico Rivera may range from $139 million to $14 billion. Indeed, such stringent requirements are unattainable and costly unfunded mandates. Efforts are underway to pursue the State and Federal government for grant funding, as well for a reduction in the requirements.

Pico Rivera is complying with the new MS4 requirements even though it is one of thirty-seven cities that filed an administrative petition requesting abeyances and/or stays to resolve numerous irregularities in the permit. For example, there is little scientific evidence that complying with numerical standards will actually cleanup the storm water. However, what is clear is that very few, if any cities, have the funding to fully comply with the permit. Therefore, at some future date courts may be deciding whether a City provides basic services to its residents such as public safety or complies with the permit.

Ronald Bates

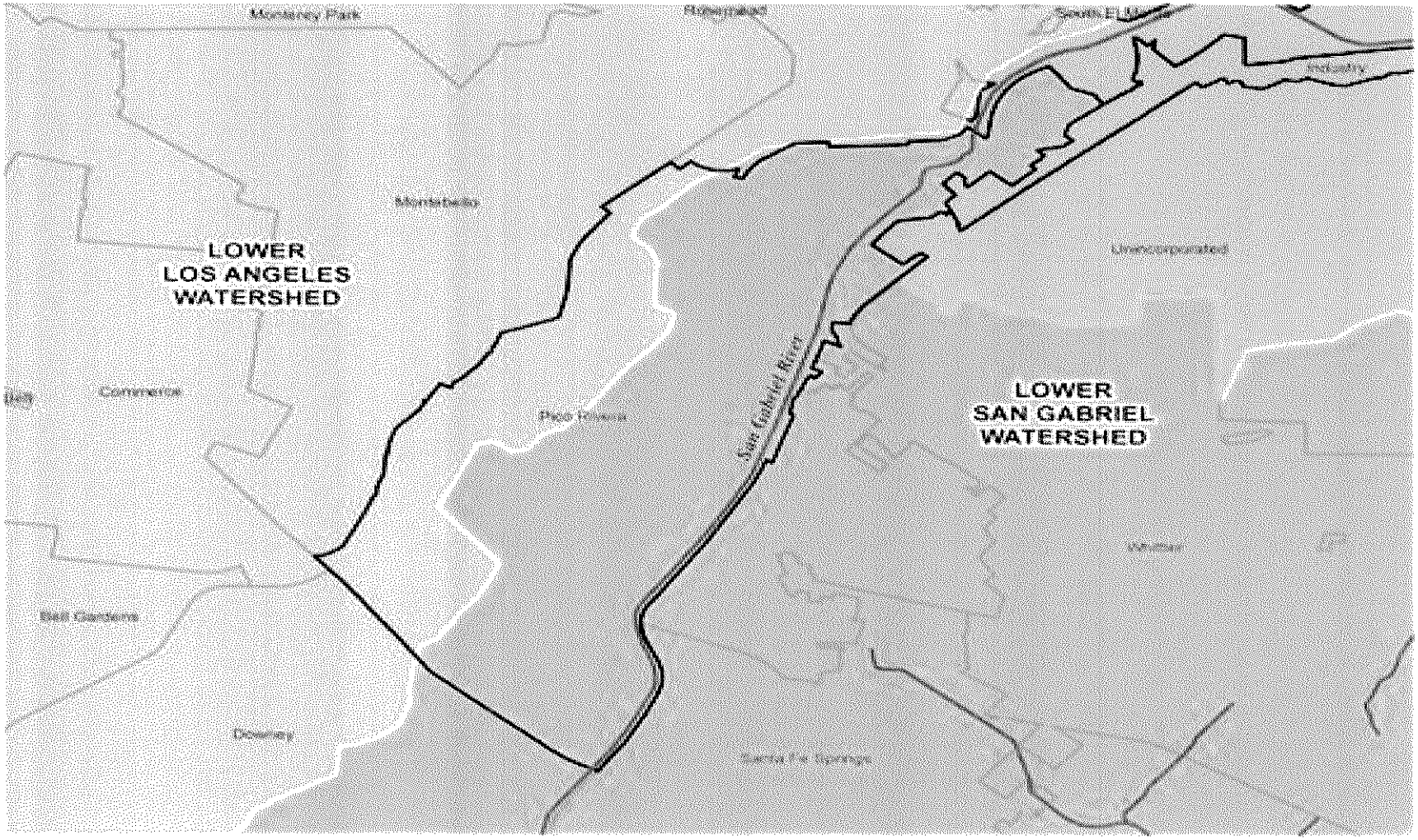
RRB:AC:RG:GD:lg

Enc.

1) Exhibit "A" – Watershed Map
2) Exhibit "B" – MOU for the Lower Los Angeles River
3) Exhibit "C" – MOU for the Lower San Gabriel River

Watershed Map

Enclosure 1
Exhibit "A"



Lower Los Angeles Watershed

Lower San Gabriel Watershed

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF DOWNEY, LAKEWOOD, LONG BEACH, LYNWOOD, PARAMOUNT, PICO RIVERA, SIGNAL HILL, SOUTH GATE AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED MONITORING PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (REGIONAL WATER BOARD), NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 ("MS4 PERMIT")

This memorandum of understanding ("MOU") is made and entered into as of August 1, 2013 by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, South Gate, and the Los Angeles County Flood Control District ("District"), (hereafter jointly referred to as the "Watershed Permittees"):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Watershed Permittees manage, drain and convey stormwater wholly or partially into Reach 1, Reach 2, and the estuary of the Los Angeles River, the Rio Hondo and Compton Creek hereafter referred to as the Lower Los Angeles River Watershed ("Lower LAR") as shown on Exhibit A; and

WHEREAS, several of the Watershed Permittees are in multiple watersheds and this MOU shall only pertain to those areas that are within the jurisdiction of the Watershed Permittees and also tributary to Reach 1 and 2 of the Los Angeles River, Compton Creek, the Rio Hondo and the estuary of the Los Angeles River; and

WHEREAS, in 2009, the Watershed Permittees, excepting the District, created Technical Committees ("TMDL Committees") consisting of voluntary representatives from the Watershed Permittees, except the District, for the preparation of Implementation Plans for the Los Angeles River Metals TMDL ("Metals TMDL"); and

WHEREAS, the final deadline for achieving compliance with the Metals TMDL is January 11, 2028; and,

WHEREAS, in 2009, the Watershed Permittees, excepting the District, entered into MOUs with the Gateway Cities Council of Governments and the San Gabriel Valley Council of Governments to act as the fiduciary agents for the development of the Metals TMDL Implementation Plans for Reach 1 including Compton Creek and Reach 2 including Rio Hondo respectively; and

WHEREAS, the MS4 Permit was adopted by the Regional Water Board on November 8, 2012 and became effective on December 28, 2012 and allows permittees to prepare a Watershed Management Program ("WMP") or an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," to address certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees and the GWMA wish to maintain continuity of the Metals TMDL Committees in coordinating the preparation of the plans to the Regional Water Board; and

WHEREAS, the California Department of Transportation ("Caltrans") and Long Beach are regulated under separate MS4 permits; and

WHEREAS, if Caltrans enters into the MOU, the payment formula in Table 1 will be modified as agreed to by the Parties and Caltrans will be a Watershed Permittee for purposes of this MOU; and

WHEREAS, on May 20, 2013 the Watershed Permittees excepting the District, voted to change the name of the TMDL Committees to the Lower Los Angeles River Watershed Committee ("Lower LAR Watershed Committee") to reflect the expanded duties; and

WHEREAS, the TMDL Committees and representatives of Pico Rivera, Downey, Paramount and the District decided at a meeting held on April 22, 2013 to prepare a Watershed Management Program ("WMP") with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Lower LAR Watershed Committee prior to December 28, 2013; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the "Parties"; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, there are remaining funds on deposit with the Gateway Cities Council of Governments for use in implementation measures for the Metals TMDL and the Lower LAR Watershed Committee approved spending the remaining funds for the development of the Plans; and

WHEREAS, the Lower LAR Watershed Committee has approved a Scope of Work ("Exhibit C"); and

WHEREAS, the Watershed Permittees have determined to pay their respective share of the costs of preparing the Plans and other related costs ("Respective Costs") to be incurred by the GWMA in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, necessary environmental documentation and any additional services agreed to by the Watershed Permittees working through the Lower LAR Watershed Committee and as approved by the GWMA.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. The term of this MOU shall be from August 1, 2013 to June 30, 2014, and, unless terminated by the Parties, shall automatically renew annually through January 11, 2028 for monitoring, implementation coordination and compliance reporting as deemed necessary by the Lower LAR Watershed Committee. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. Lower LAR Watershed Committee Representative.

a) Each Watershed Permittee shall appoint a representative ("Representative") to the Lower LAR Watershed Committee. Each member shall have one vote on the Lower LAR Watershed Committee.

b) The Lower LAR Watershed Committee shall appoint a Representative ("Representative") and may appoint an Alternate Representative ("Alternate Representative"), each of whom shall have the authority to speak on behalf of the Lower LAR Watershed Committee to the GWMA on decisions to be made by the Lower LAR Watershed Committee. The Lower LAR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GMWA may rely on written directions from either the Representative or the Alternate Representative. In the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative's direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the Lower LAR Watershed Committee have determined are necessary and the costs of which the Watershed Permittees have agreed to pay. The Representative and the Alternative Representative shall be the means of communication between the Lower LAR Watershed Committee and the GWMA on the approval of the Consultant and any other work the Lower LAR Watershed Committee requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA informs the GWMA in writing that the Lower LAR Watershed Committee has approved. The District's total costs shall not exceed $74,483.00 without the District's written agreement. In the event the Lower LAR Watershed Committee approves an increase in the budget pursuant to Section 9-d, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs, unless the Group informs the GWMA within that time that the other Watershed Permittees agrees to absorb the District's additional Respective Costs.

b) Each Permittee shall also pay a share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees, ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Permittee to cover each Permittee's

share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA Policy Board.

c) GWMA shall submit an invoice to each Permittee reflecting each Permittee's estimated Respective Costs and MOU costs through the following June 30th or December 31st, whichever date is earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the Lower LAR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the Lower LAR Watershed Committee as expressed in writing by the Representative or Alternate Representative.

d) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or subsequent years in excess of any budget approved by the GWMA and the Lower LAR Watershed Committee unless the Lower LAR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the Lower LAR Watershed Committee does not provide authorization to incure these additional obligations.

e) Upon receiving the first and each subsequent invoice, each Permittee shall pay their Respective Costs and MOU costs to the GWMA within forty-five days (45) days of receipt.

f) The budget for the 2013-14 fiscal year shall be as provided in Table 1 of Exhibit B. Each successive year, commencing May 15, 2014, the Lower LAR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the Lower LAR Watershed Committee recommendation by June 30th. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the Group. Each successive year commencing with the 2014-15 fiscal year, any budget in excess of $250,000 as adjusted by the local April to March annual CPI, will require an amendment to this MOU.

g) A Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the Lower LAR Watershed Committee directs to

effectuate payment: 1) verbally contact the representative of the Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Table 2 or such other formula to which the Watershed Permittees shall direct to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators, the delinquent Permittee's participation in this MOU will be terminated and the Cost Share Formula in Exhibit B will be adjusted. A terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

h) GWMA may suspend or modify the scope of the work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/Administrators/Representatives of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Permittee's costs once the MOU with the delinquent Permittee has been terminated.

i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund, during the time that the payment is delinquent.

j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.

k) The Watershed Permittees with the exception of the District and Caltrans previously funded Los Angeles River Metals TMDL Implementation Plans through separate MOUs. The MOU with the GCCOG has funds remaining and are to be used to fund the development of Plans prior to the use of any funds from this MOU. These funds shall not be used to defray costs under this MOU on behalf of the District or Caltrans.

l) Other agencies may enter into this MOU upon written approval of the Parties. Any future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of July 1, 2010, unless otherwise agreed to by the Parties.

Section 10. Independent Contractor.

a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.

b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under its agreement with the GWMA.

b) Each Watershed Permittee shall defend, indemnify and hold harmless each other Party as well as each Party's officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Permittee, its officers, employees, and agents, arising out of or related to that Party's performance under this MOU, except for such loss as may be caused

by GWMA's or any other Party's gross negligence or intentional acts or those of any of its officers, employees, or other representatives and agents other than the Consultants.

c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars ($1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars ($2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Respective Costs and MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

b) The GWMA may, with a two-thirds(2/3) vote of the GWMA's full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Miscellaneous.

a) Notices. All Notices which the Parties require or desire 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 as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of

Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed Permittees:

Mr. John Oskoui
Assistant City Manager/Director of Public Works
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Ms. Lisa A. Rapp
Director of Public works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Anthony Arevalo
Storm Water/Environmental Compliance
Storm Water Management, a Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mr. Roger L. Haley
City Manager
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Mr. Christopher S. Cash
Public Works Director
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Mr. Arturo Cervantes, PE
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passon Boulevard
Pico Rivera, CA 90660

Mr. Steve Myrter
Public Works Director
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90775

Mr. Mohammad Mostahkami
Director of Public Works/City Engineer
City of South Gate
8650 California Avenue
South Gate, CA 99280

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the Lower LAR Watershed Committee.

c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

d) Waiver. Waiver by either the GWMA or a Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

e) 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 shall lie exclusively in the County of Los Angeles.

f) No Presumption in Drafting. The Parties to this MOU agree that the general rule than an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

g) 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 MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

h) 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.

i) Counterparts. This MOU 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 all Parties to this MOU.

j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE:_____

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____

Christopher S. Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
Mr. Gilbert Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241

_____
Gilbert Livas, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
Mr. Howard L. Chambers
City Manager
5050 Clark Avenue
Lakewood, CA 90712

_____
Howard L. Chambers, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
Mr. Patrick H. West
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

_____
Patrick H. West, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LYNWOOD
Mr. Roger L. Haley
City Manager
11330 Bullis Road
Lynwood, CA 90262

_____
Roger L. Haley, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PARAMOUNT
Ms. Linda Benedetti-Leal
City Manager
16400 Colorado Avenue
Paramount, CA 90723

_____
Linda Benedetti-Leal, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
Mr. Ronald Bates, Ph. D.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

_____
Ronald Bates, Ph. D., City Manager

ATTEST:

_____
Anna M. Jerome
Assistant City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glassman
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SIGNAL HILL
Mr. Ken Farfsing
City Manager
2175 Cherry Avenue
Signal Hill, CA 90775

_____
Ken Farfsing, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SOUTH GATE
Mr. Michael Flad
City Manager
8650 California Avenue
South Gate, CA 90280

_____
Michael Flad, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

By_____
Chief Engineer

ATTEST:

_____

_____
TITLE

APPROVED AS TO FORM:

_____
John F. Krattli
County Counsel

EXHIBIT A

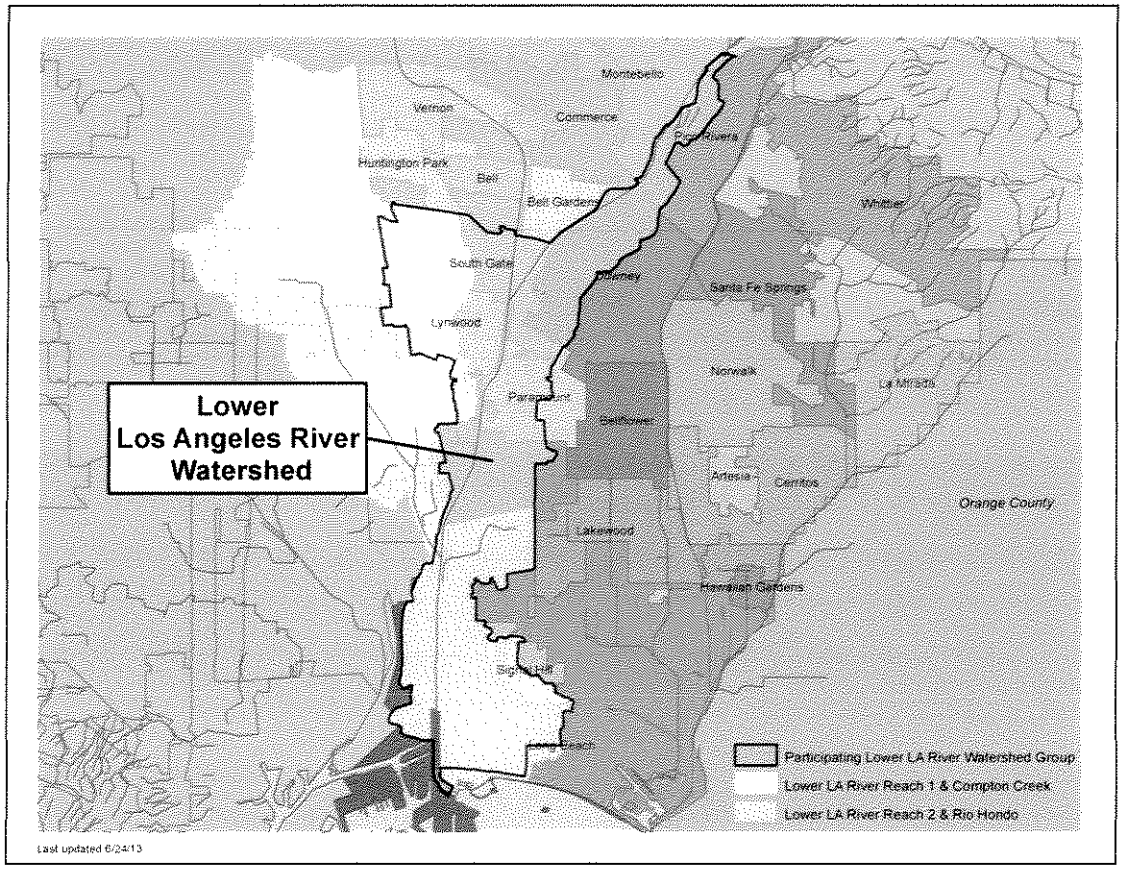


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EXHIBIT B
Cost Sharing

The Watershed Permittees agree to pay for the cost of preparation and implementation of the WMP (or EWMP if subsequently designated by the parties) and the CIMP. The District will pay 10 percent (10%) of the cost of developing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to Table 1. All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1
Cost Sharing Table through submittal of WMP on or before June 28, 2014

WMP/CIMP			**$657,400**	**TOTAL**	**$677,122**
GWMA Administration (3%)			**$19,722**		
LACFCD Allocation (10%)					**$67,712**
Distributed Cost					**$609,410**
Agency	**Area (sq mi)**	**% of Total Area**	**20 percent of Distributed Cost proportioned equally**	**80 percent of Distributed Cost proportioned based on area**	**TOTAL Per Agency**
Downey	5.54	12.7%	$13,542	$61,777	**$75,320**
Lakewood	0.08	0.2%	$13,542	$892	**$14,435**
Long Beach	19.22	44.0%	$13,542	$214,325	**$227,867**
Lynwood	4.84	11.1%	$13,542	$53,972	**$67,514**
Paramount	3.12	7.1%	$13,542	$34,792	**$48,334**
Pico Rivera	2.36	5.4%	$13,542	$26,317	**$39,859**
Signal Hill	1.21	2.8%	$13,542	$13,493	**$27,035**
South Gate	7.35	16.8%	$13,542	$81,961	**$95,503**
Caltrans[1]	TBD	TBD	$13,542	TBD	**$13,542**
TOTAL	**43.72**	**100%**	**$108,340**	**$487,528**	**$609,410**

NOTES:

- *[1] Caltrans cost sharing will be determined if Caltrans enters into the MOU. Each agency's total will be adjusted accordingly.*
- *Unincorporated areas of Los Angeles County are not participants in this MOU.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*
-

Table 2

Estimated Cost Sharing Formula per $100,000 beginning June 29, 2014 through January 11, 2028.

Agency	TOTAL COST TO BE DISTRIBUTED				$ 100,000
	Area (sq mi)	% of Total Area	20 percent of cost proportioned equally	80 percent of cost proportioned based on area	TOTAL
Downey	5.54	12.7%	$2,222	$10,137	$12,359
Lakewood	0.08	0.2%	$2,222	$146	$2,369
Long Beach	19.22	44.0%	$2,222	$35,169	$37,391
Lynwood	4.84	11.1%	$2,222	$8,856	$11,079
Paramount	3.12	7.1%	$2,222	$5,709	$7,931
Pico Rivera	2.36	5.4%	$2,222	$4,318	$6,541
Signal Hill	1.21	2.8%	$2,222	$2,214	$4,436
South Gate	7.35	16.8%	$2,222	$13,449	$15,671
Caltrans[1]	TBD	TBD	$2,222	TBD	$2,222
TOTAL	**43.72**	**100%**	**$17,778**	**$80,000**	**$100,000**

- [1] [1] *Caltrans cost sharing will be determined if Caltrans enters into the MOU. Each agency's total will be adjusted accordingly.*

Exhibit C
Scope of Work

a. BACKGROUND/HISTORICAL DATA/HYDROLOGICAL SETTING

This task will build upon the readily available data developed as part of the Reach 1 and 2 Metals TMDL Implementation Plans and include:

Deliverables:

- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs
- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Survey Permittee and Compile of existing control measures (Permittee surveys and annual reports)

b. MONITORING

Several agencies have recently and/or are currently collecting samples within the Lower LAR receiving waters including: Los Angeles County Flood Control at the mass emission stations, Los Angeles City under contract to the Gateway COG for Metals and Bacteria TMDL as well as the Special Studies through the CPR group. While this offers the opportunity to realize a considerable cost savings, monitoring will require a high degree of coordination amongst the various agencies. This task will include:

Deliverables:

- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs
- Review past GIP site monitoring
- Receiving Water Monitoring – for this Scope of Work, it is assumed County Flood Control will continue monitoring at Mass Emission Station.
- Prepare Coordinated Integrated Monitoring Program (CIMP), including:
  - Wet-weather outfall based monitoring program
  - Non-stormwater Outfall based monitoring and screening plan
- Inspection of outfalls
- An approach to integrating MS4, TMDL and Special Study monitoring
- Set up shared database for new development/redevelopment Effectiveness Tracking
- Regional Studies (participate in Southern California Monitoring Coalition)
- Attend regular meetings of the Los Angeles River TMDL Monitoring Technical Committees
- Ongoing review of monitoring data as it becomes available

c. REASONABLE ASSURANCE ANALYSIS (RAA)

Contact the Regional Water Board to investigate if the previous modeling (Reach 2 metals TMDL) satisfies their interpretation of an adequate RAA.

Contact a minimum of four modeling consultants to provide cost estimates and scopes of work to conduct a RAA using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system. A budgetary allowance for the RAA has been included.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

d. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES

The MS4 permit requires an evaluation and customization of the Minimum Control Measures (MCMs, formerly referred to as BMPs). Watershed Permittees not implementing a WMP or EWMP are required to implement all MCMs.

Deliverables:

- Develop list of potential EWMP project sites,
- Summarize scientific data supporting potential EWMP sites,
- Source control,
- Operational Controls,
- Identify potential opportunities for customization of the MS4's Minimum Control Measures (Part VI.D.8.D). Describe the modification, potential justifications for those modifications and provide materials for compilation.

e. WATERSHED MANAGEMENT PROGRAM PLAN

This task represents the analysis of the information developed and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

- Communication with Regional Water Board and preparation of documents (December 28, 2013, for potential conversion to EWMP.
- First Draft Watershed Implementation Plan submitted to Technical Committee:
  - Target Date April 1, 2014
- Final Draft Watershed Implementation Plan for submittal to Regional Water Board:
  - Target date June 1, 2014

f. COORDINATION WITH TECHNICAL COMMITTEE

Regular meetings and communications with the Watershed Permittees will be critical during the preparation of the WMP. This will include:

Deliverables:

- Schedule and prepare agenda and summary notes for monthly meetings
- Attend and participate in the Technical Advisory Committee
- Attend and participate in Regional Water Board meetings

ENCLOSURE 3
EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR, DOWNEY, HAWAIIAN GARDENS, LA MIRADA, LAKEWOOD, LONG BEACH, NORWALK, PICO RIVERA, SANTA FE SPRINGS, WHITTIER, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED MONITORING PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (REGIONAL WATER BOARD), NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 ("MS4 PERMIT") FOR THE LOWER SAN GABRIEL RIVER WATERSHED

This memorandum of understanding ("MOU") is made and entered into as of August 1, 2013, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, and Whittier, and the Los Angeles County Flood Control District ("District"):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Watershed Permittees manage, drain or convey storm water into at least a portion of the Coyote Creek, San Jose Creek, as well as Reach 1, Reach 2 and Reach 3 of the San Gabriel River; and

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall mean the cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, the District, and, if it enters into this MOU, the California Department of Transportation ("Caltrans"); and

WHEREAS, several of these Watershed Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Lower San Gabriel River Watershed; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the ("Parties"); and

WHEREAS, a Metals TMDL MOU was established in 2012 by the Watershed Permittees tributary to Coyote Creek including the Cities of Downey and Bellflower which drain to Reach 1 of the San Gabriel River but not including the City of Pico Rivera and the District ("Metals TMDL Technical Committee"), providing for annual funding of $250,000 through December 31, 2022 for tasks including monitoring, report preparation and other assistance from the consultants; and

WHEREAS, the Watershed Permittees wish to maintain continuity of that Metals TMDL Technical Committee effort to work with the GWMA in coordinating the preparation of the Plans that may be presented to the California Regional Water Quality Control Board, Los Angeles Region ("Regional Water Board") on behalf of the Watershed Permittees; and

WHEREAS, the MS4 Permit was adopted by the Regional Water Board on November 8, 2012 and became effective on December 28, 2012 and allows Watershed Permittees to prepare a Watershed Management Program ("WMP") or an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," to address certain elements of the MS4 Permit; and

WHEREAS, Section VI.E.3 of the new MS4 permit provides a framework for developing implementation plans for USEPA-established TMDLs by requiring permittees subject to waste load allocations ("WLAs") in such TMDLs to propose and implement best management practices ("BMPs") that will be effective in achieving compliance with USEPA-established numeric WLAs; and

WHEREAS, the final deadline for achieving compliance with the Metals TMDL is September 30, 2026; and,

WHEREAS, the City of Long Beach and the California Department of Transportation ("Caltrans") are regulated under separate MS4 permits; and

WHEREAS, Caltrans is considering entering into this MOU with the Watershed Permittees and the GWMA to coordinate preparation of the Plans; and

WHEREAS, if Caltrans enters into the MOU, the Parties contemplate that the payment formula in Table 1 and Table 2 will be modified as appropriate and each Watershed Entity's proportionate payment obligation adjusted accordingly to reflect Caltrans' payments; and

WHEREAS, the Watershed Permittees have elected to prepare the Plans to address certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Entities that the GWMA can provide; and

WHEREAS, at the April 18th and 24th, 2013 meetings of the Metals TMDL Technical Committee, the decision was made to prepare a WMP and CIMP with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Metals TMDL Technical Committee prior to December 28, 2013; and

WHEREAS, the Cities of Diamond Bar, Downey, Santa Fe Springs, Pico Rivera, Whittier, Caltrans and the District which have additional areas in or tributary to Reach 2 and Reach 3 of the San Gabriel River as well as San Jose Creek have expressed their intent to participate in the Metals TMDL Technical Committee for the preparation of the Plans; and

WHEREAS, at the meeting on May 16, 2013, the Metals TMDL Technical Committee changed its name to: the "Lower San Gabriel River Watershed Committee ("LSGR Watershed Committee");" and the decision was made to terminate the Metals TMDL MOU and to include the District and Caltrans, if it enters into this MOU, as members of the LSGR Watershed Committee; and

WHEREAS, the LSGR Watershed Committee has approved the inclusion of the areas of the Watershed Permittees that are tributary to Coyote Creek, the San Gabriel River Reaches 1, 2 and 3 and San Jose Creek, but excluding the estuary and estuary watershed (Exhibit A) in the development of the Plans; and

WHEREAS, the LSGR Watershed Committee has approved a Scope of Work (Exhibit C); and

WHEREAS, there are remaining funds on deposit with the GWMA for use in implementation measures for the Metals TMDL as a result of a previous MOU and these funds shall be used for the preparation of the Plans, and

WHEREAS, the Parties have determined that authorizing GWMA to retain the consultant and hire additional consultants as necessary to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined to pay their proportionate share of the costs of preparing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B ("Respective Costs").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, necessary environmental documentation, and any additional services agreed to by the Watershed Permittees working through the LSGR Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans. The Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect through September 30, 2026, unless terminated earlier pursuant to this MOU. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. LSGR Watershed Committee Representative.

a) Each Watershed Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to the LSGR Watershed Committee. Each Watershed Permittee shall have one vote on the LSGR Watershed Committee.

b) The LSGR Watershed Committee shall appoint a Representative ("Representative") and may appoint an Alternate Representative ("Alternate Representative"), each of whom shall have the authority to speak on behalf of the LSGR Watershed Committee to the GWMA on decisions to be made by the LSGR Watershed Committee. The LSGR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GMWA may rely on written directions from either the Representative or the Alternate Representative. In the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative's direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the LSGR Watershed Committee have determined are necessary and the costs of which the Watershed Permittees have agreed to pay. The Representative and the Alternative Representative shall be the means of communication between the LSGR Watershed Committee and the GWMA on the approval of the Consultant and any other work the LSGR Watershed Committee requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA in writing that the LSGR Watershed Committee has approved. The District's total costs shall not exceed $100,000.00 without the District's written agreement. In the event the LSGR Watershed Committee approves an increase in the budget pursuant to Section 9-e, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs unless the LSGR Watershed Committee informs the GWMA within that time that the other Watershed Permittees agree to absorb the District's additional Respective Costs.

b) Watershed Permittees tributary to Reach 3 and San Jose Creek will be responsible for any additional costs due to Reasonable Assurance Analysis, monitoring and preparation of any WMP addenda for their individual tributary areas as provided in Exhibit B.

c) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees, ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA's Policy Board.

d) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Respective Costs of Consultant services and MOU Costs through the following June 30th or December 31st, whichever date is

earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the LSGR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the LSGR Watershed Committee as expressed in writing by the Representative or Alternate Representative.

e) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or in subsequent fiscal years as reflected in Table 2 in excess of any budget approved by the GWMA and the LSGR Watershed Committee unless the LSGR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the LSGR Watershed Committee has not provided authorization to incure these additional obligations.

f) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay their Respective Costs and MOU Costs to the GWMA within forty-five days (45) days of receipt.

g) The budget for the 2013-14 fiscal year shall be as provided in Table 1 of Exhibit B. Each successive year, commencing May 15, 2014, the LSGR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the LSGR Watershed Committee's recommendation by June 30th. Each successive year commencing with the 2014-15 fiscal year, any increase above a recommended budget of $250,000 as adjusted by the local April to March CPI, will require an amendment to this MOU. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the LSGR Watershed Committee.

h) Each year GWMA shall provide an invoice to each Watershed Permittee, representing that Watershed Entity's Proportionate Share of the approved budget within thirty (30) days of approval of its budget for expenses related to the MOU.

i) A Watershed Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the representative

of the Watershed Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators/Chief Executive Officers for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit B to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Watershed Permittee's participation in this MOU will be terminated and the Cost Share Formula Table 2 or such other formula to which the Watershed Permittees shall direct will be adjusted. A terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

j) GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/Administrators/Chief Executive Officers of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.

k) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit A.

m) The Parties, with the exception of Caltrans, the District and Pico Rivera, previously funded the development of the Metals TMDL Implementation Plan through a MOU. There are funds remaining in this account. Upon execution of this WMP/EWMP and CIMP MOU, the previous Metals TMDL MOU shall be terminated and any remaining funds are to be used to fund this new MOU.

Section 10. Independent Contractor.

a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.

b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under its agreement with the GWMA.

b) Each Watershed Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Watershed Permittee) for negligent or intentional acts, errors and omissions committed by the indemnifying Watershed Permittee or its officers, employees, and agents, arising out of or related to that Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's gross negligence or that of its officers, employees, or other representatives and agents other than the Consultants.

c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.

d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:

i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per incident or accident for bodily injury, death and property damage;

ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars ($1,000,000);

iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars ($2,000,000) per incident; and

iv. Workers' Compensation insurance as required by the State of California.

e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30)

days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Respective Costs and MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Termination of the Metals TMDL MOU. The Parties hereby terminate the Metals TMDL MOU.

Section 14. Miscellaneous.

a) Notices. All Notices which the Parties require or desire 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 as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed Permittees:

Mr. Carlos Alba
City Engineer
City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701

Mr. Jeffrey L. Stewart
City Manager
City of Bellflower,
16600 Civic Center Drive
Bellflower, CA 90706

Hal Arbogast
Director of Public Works
City of Cerritos
P.O. Box 3130
Cerritos, CA 90703-3130

Mr. James DeStefano
City Manager
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

Mr. John Oskoui
Assistant City Manager/Director of Public Works
City of Downey
11111Brookshire Avenue
Downey, CA 90241

Mr. Ernesto Marquez
City Manger
City of Hawaiian Gardens,
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

Mr. Thomas E. Robinson
City Manager
City of La Mirada
13700 La Mirada Blvd
La Mirada, CA 990638

Ms. Lisa A. Rapp,

Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Anthony Arevalo
Storm Water/Environmental Compliance
Storm Water Management Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mr. Michael J. Egan
City Manger
City of Norwalk
12700 Norwalk Blvd
Norwalk, CA 90650

Mr. Arturo Cervantes, PE
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

Mr. Noe Negrete
Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Mr. David Pelser
Director of Public Works
City of Whittier
13230 Penn Street
Whittier, CA 90602

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 S. Fremont Avenue
Alhambra, CA 91803-1331

b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the

GWMA on behalf of the Watershed Permittees. Any Watershed Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the LSGR Watershed Committee.

c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.

d) Waiver. Waiver by either the GWMA or a Watershed Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Watershed Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

e) 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 shall lie exclusively in the County of Los Angeles.

f) No Presumption in Drafting. The Parties to this MOU agree that the general rule than an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.

g) 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 MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

h) 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.

i) Counterparts. This MOU 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 all Parties to this MOU.

j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE:_____

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____

Christopher S. Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF ARTESIA
Mr. William Rawlings
Interim City Manager
18747 Clarkdale Avenue
Artesia, CA 90701

_____
William Rawlings, Interim City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
Mr. Jeffrey L. Stewart
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

_____
Jeffrey L. Stewart, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS

Mr. Art Gallucci
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

_____
Art Gallucci, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DIAMOND BAR
Mr. James DeStefano
City Manager
21810 Copley Drive
Diamond Bar, CA 91765

_____
Jim DeStefano, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
Mr. Gilbert A. Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241

_____
Gilbert A. Livas, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HAWAIIAN GARDENS
Mr. Ernesto Marquez
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

_____
Ernesto Marquez, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LA MIRADA
Mr. Thomas E. Robinson
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638

_____
Thomas E. Robinson, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
Mr. Howard L. Chambers
City Manager
5050 Clark Avenue
Lakewood, CA 90712

_____
Howard L. Chambers, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
Mr. Patrick H. West
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

_____
Patrick H. West, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF NORWALK
Mr. Michael J. Egan
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650

_____
Michael J. Egan, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
Mr. Ronald Bates, Ph. D.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

_____
Ronald Bates, Ph. D., City Manager

ATTEST:

_____
Anna M. Jerome
Assistant City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glassman
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SANTA FE SPRINGS
Mr. Thaddeus McCormack
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

_____
Thaddeus McCormack, City Manager

ATTEST:

_____

_____
City Clerk

APPROVED AS TO FORM:

_____

_____
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF WHITTIER
Mr. Jeffery W. Collier
City Manager
13230 Penn Street
Whittier, CA 90602

_____
Jeffery W. Collier, City Manager

ATTEST:

_____

_____
Kathryn A. Marshall
City Clerk-Treasurer

APPROVED AS TO FORM:

_____

_____
Richard D. Jones
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

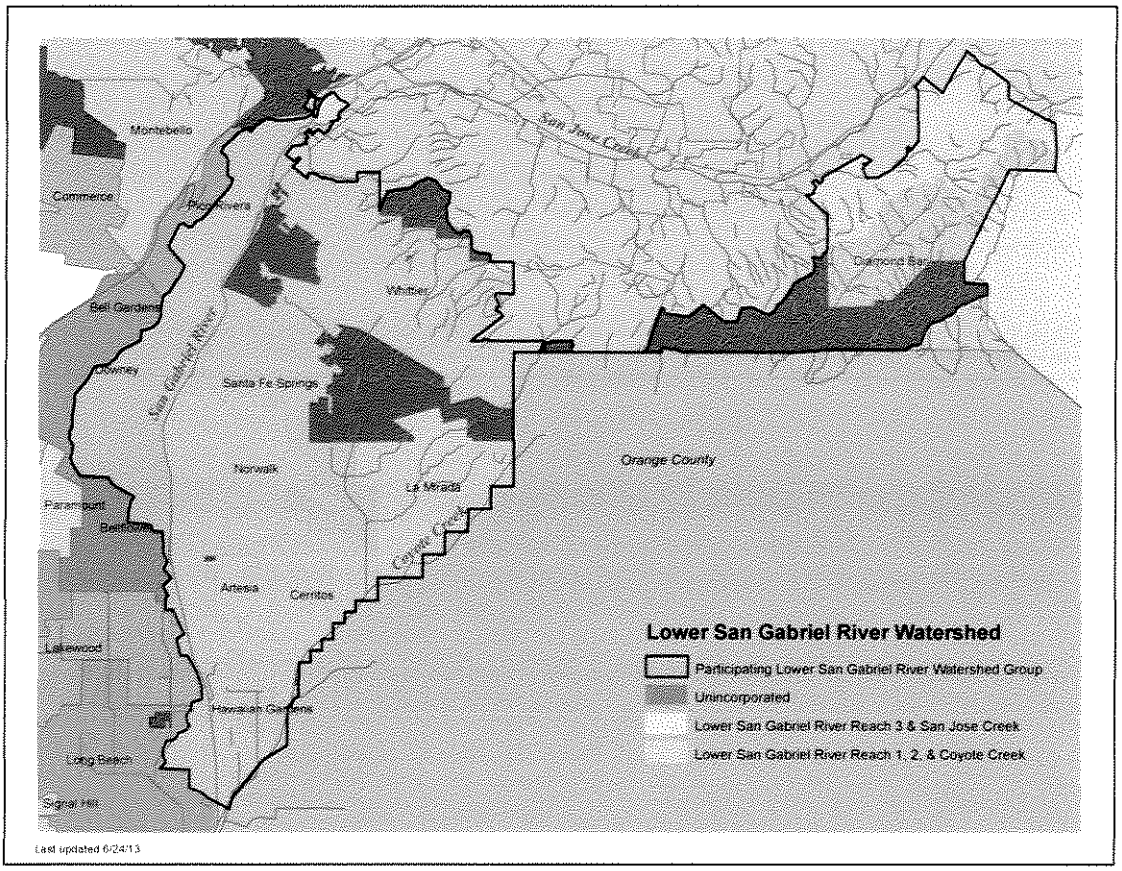
By: _____
Gail Farber, Chief Engineer

APPROVED AS TO FORM:

_____
John F. Krattli, County Counsel

Date_____

EXHIBIT A



Unincorporated Areas are not a part of this MOU

EXHIBIT B
Cost Sharing Formula

The District will pay 10 percent (10%) of the cost of preparing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to the cost sharing formula in Table 1All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1

Estimated cost share for WMP and CIMP development
and early action monitoring for FY 2013-14
Lower San Gabriel River Watershed

Reach 1, 2, 3 and Coyote Creek				
WMP/CIMP		*$643,155*	*TOTAL*	*$750,000*
Early Action Monitoring		*$85,000*		
GWMA Administration (3%)		*$21,845*		
LACFCD Allocation[1] (10% Total less early action monitoring and early action administration)				*$66,245*
Distributed Cost (Total – LACFCD Allocation)				*$683,755*
Agency	**Area (sq mi)**	**80 percent of Distributed Cost proportioned based on area**	**20 percent of Distributed Cost proportioned equally**	**TOTAL Per Agency**
Artesia	1.62	$11,120	$9,768	**$20,888**
Bellflower	1.90	$13,042	$9,768	**$22,810**
Cerritos	8.82	$60,542	$9,768	**$70,310**
Diamond Bar	7.13	$48,941	$9,768	**$58,709**
Downey	6.62	$45,441	$9,768	**$55,209**
Hawaiian Gardens	0.96	$6,590	$9,768	**$16,358**
La Mirada	7.84	$53,815	$9,768	**$63,583**
Lakewood	2.02	$13,866	$9,768	**$23,633**
Long Beach	3.34	$22,926	$9,768	**$32,694**
Norwalk	9.76	$66,994	$9,768	**$76,762**
Pico Rivera[4]	6.14	$63,891	$9,768	**$73,659**
Santa Fe Springs	8.88	$60,954	$9,768	**$70,722**
Whittier	14.66	$100,628	$9,768	**$110,396**
Caltrans[3]	TBD	TBD	$9,768	**$9,768**
TOTAL	**79.69**	**$547,004**	**$136,751**	**$683,755**
San Jose Creek[2]				
WMP/CIMP		*$75,000*	*TOTAL*	*$77,250*
GWMA Administration (3%)		*$2,250*		
LACFCD Allocation (10%)				*$7,725*
Distributed Cost (Total – LACFCD Allocation)				*$69,525*
Agency	**Area (sq mi)**	**80 percent of Distributed Cost proportioned based on area**	**20 percent of Distributed Cost proportioned equally**	**TOTAL Per Agency**
Diamond Bar	7.76	$55,620	$6,953	**$62,573**
Caltrans[3]	TBD	TBD	$6,953	**$6,953**
TOTAL	**7.76**	**$55,620**	**$13,905**	**$69,525**

NOTES:

- *[1] The Districts at this time has not committed to funding the early-action monitoring ($85,000).*
- *[2] The inclusion of the San Jose Creek drainage area has been estimated to be $75,000. The city of Diamond Bar shall be responsible for the portion of the city draining to San Jose Creek. Cost to be shared based upon above funding formula with the District and Caltrans.*
- *[3] Caltrans' share shall be $_____ if Caltrans enters into this MOU.*
- *[4] Includes first year's payment adjustment of $21,745*
- *Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.*
- *Unincorporated areas of Los Angeles County and the city of La Habra Heights have areas within the watershed area but are not participants.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*

Table 2

Estimated Cost Sharing Formula per $250,000 beginning June 29, 2014 through September 30, 2026.

Agency	Area (sq mi)	80 percent of cost proportioned based on area	20 percent of cost proportioned equally	TOTAL Per Agency
Artesia	1.62	$3,708	$3,571	**$7,279**
Bellflower	1.90	$4,345	$3,571	**$7,916**
Cerritos	8.82	$20,178	$3,571	**$23,749**
Diamond Bar	14.89	$34,053	$3,571	**$37,624**
Downey	6.62	$615,140	$3,571	**$18,711**
Hawaiian Gardens	0.96	$2,188	$3,571	**$5,759**
La Mirada	7.84	$17,930	$3,571	**$21,501**
Lakewood	2.02	$4,620	$3,571	**$8,191**
Long Beach[1]	3.34	$7,638	$3,571	**$11,209**
Norwalk	9.76	$22,323	$3,571	**$25,894**
Pico Rivera	6.14	$14,043	$3,571	**$17,614**
Santa Fe Springs	8.88	$20,308	$3,571	**$23,879**
Whittier	14.66	$33,527	$3,571	**$37,098**
Caltrans[1]	TBD	TBD	$3,571	**$ 3,571**
TOTAL	**87.45**	**$200,001**	**$49,994**	**$249,995**

NOTES:

- *[1] Caltrans's cost share is an estimate and will be determined at a later date. Each agency's total will be adjusted accordingly.*
- *Upon completion and approval or acceptance of the Plans by the Regional Water Board, the District's participation will be subject to an amendment to the MOU or equivalent agreement. The Districts at this time has not committed to funding the early-action monitoring ($85,000)*
- *Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants may be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.*
- *Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.*

Exhibit C
Scope of Work

This proposed Scope of Services herein will be to develop a WMP and establish one early-action monitoring location. Implementation, unless specifically directed by the LSGR Technical Committee, is not included.

This will include:

- Identify and prioritize water quality issues,
- Identify strategies and control measures,
- Non-Stormwater control measures,
- Reasonable Assurance Analysis (computer modeling),
- Develop an Integrated Monitoring Program,
- A summary of available data demonstrating the current quality of the Watershed Permittees' MS4 discharges,
- A detailed description of BMPs that have been implemented,
- An assessment of the minimum control measures (MS4 Permit Part VI.D.8). Any individual Permittee annual reports are not a part of this scope of work.

The WMP being developed under this Scope of Work shall be a "living" document that can and should be modified as future monitoring data becomes available and the program develops following a strategy of adaptive management. At the request of the LSGR Technical Committee, the initial 6 months effort will keep open the possibility of converting the WMP to an Enhanced Watershed Management Program (EWMP) if permitted by the Regional Water Board and authorized by the LSGR Technical Committee.

The specific steps for this scope of work are described in the following section.

A final Draft WMP is to be ready for submittal to the Regional Water Board no later than June 28, 2014.

Specific Tasks

1. BACKGROUND / HISTORICAL DATA / HYDROLOGICAL SETTING

The data collection portion of this task was essentially completed during the TMDL Implementation Plan development. However, additional work will be necessary to include Pico Rivera and incidental areas of Reach 3. This information will need to be analyzed and incorporated into the final draft WMP.

Deliverables:
- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs

Tasks that have previously been essentially completed, but will need to be incorporated into the WMP are:
- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Compilation of existing control measures (permittee surveys and annual reports)

2. MONITORING

This task will require coordination between several agencies, including, but not limited to, Orange County, Los Angeles County Flood Control and the Sanitation Districts of LA County.

Deliverables:
- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs
- Review past GIP (*spell out GIP*) site monitoring
- Receiving Water Monitoring – for this Scope of Work, it is assumed County Flood Control will continue monitoring at Mass Emission Station.
- Prepare Coordinated Integrated Monitoring Program (CIMP), including:
  - Wet-weather outfall based monitoring program
  - Non-stormwater Outfall based monitoring and screening plan
- Inspection of outfalls
- An approach to integrating MS4, TMDL and Special Study monitoring
- Set up shared database for new development/redevelopment Effectiveness Tracking
- Regional Studies (participate in Southern California Monitoring Coalition)
- Ongoing review of monitoring data as it becomes available

Establish an Early Action Monitoring site on North Coyote Creek (County Flood Control approval required) and conduct first year's sample collection and analysis.

3. REASONABLE ASSURANCE ANALYSIS (RAA)

Contact a minimum of four modeling consultants (including, but not limited to: Tetra Tech, Geosyntech, CWE and Pace Engineering) to provide cost estimates and scopes of works to conduct a Reasonable Assurance Analyses for each TMDL, 303(d) listed and receiving waste exceedances using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

4. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES

The MS4 permit requires an evaluation and customization of the Minimum Control Measures (MCMs, formerly referred to as BMPs). Watershed Permittees not implementing a WMP or EWMP are required to implement all MCMs.

Deliverables:

- Develop list of potential EWMP project sites,
- Summarize scientific data supporting potential EWMP sites,
- Source control,
- Operational Controls,
- Identify potential opportunities for customization of the MS4's Minimum Control Measures (Part VI.D.8.D). Describe the modification, potential justifications for those modifications and provide materials for compilation.

5. WATERSHED MANAGEMENT PROGRAM PLAN

This task represents the analysis of the information developed in tasks 1 through 4 and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

- Communication with Regional Water Board and preparation of documents (December 28, 2013, for potential conversion to EWMP.
- First Draft Watershed Implementation Plan submitted to Technical Committee:
  - Target Date April 1, 2014
- Final Draft Watershed Implementation Plan for submittal to Regional Water Board:
  - Target date June 1, 2014

6. COORDINATION WITH TECHNICAL COMMITTEE

Regular meetings and communications with the Watershed Permittees will be critical during the preparation of the WMP. This will include:

Deliverables:

- Schedule and prepare agenda and summary notes for monthly meetings
- Attend and participate in the Technical Advisory Committee
- Attend and participate in Regional Water Board meetings
- Quarterly budget reports

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: September 10, 2013

Subject: ALAMEDA CORRIDOR EAST JOINT POWERS AUTHORITY – APPROVAL OF AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Recommendation:

Approve the Alameda Corridor East Joint Powers Authority (ACE JPA), Amended and Restated Joint Exercise of Powers Agreement (JPA Agreement) to ensure that Pico Rivera's interests continue to be considered in the ACE Project and authorize the Mayor to execute the agreement in a form approved by the City Attorney.

Fiscal Impact: Having built 10 grade separation projects to date, under the authority of the San Gabriel Valley Council of Governments (SGVCOG), no assessments have been made to member agencies by the Alameda Corridor East Construction Authority. While no assessments are intended under the Joint Exercise of Powers Agreement, with the vote of two-thirds of the ACE JPA Board, the maximum assessment that can be allotted is $100,000 per year.

Discussion:

In 1999, the San Gabriel Valley Council of Governments created the Alameda Corridor – East Construction Authority (ACE Construction Authority) to design and construct a series of railroad crossing safety improvements and grade separation projects with a goal of improving safety and reducing traffic congestion (ACE Project). Since its inception, ACE has completed safety improvements at 39 crossings. Construction of 14 grade separations has been completed or is underway. The remaining ACE projects consist of several grade separation projects that are under design. The Durfee Avenue Underpass Project is one such project.

ACE JPA - Last year, the SGVCOG reviewed the possibility of transferring the responsibilities and obligations of the ACE Project to a separate public entity to be established as the Alameda Corridor East Joint Powers Authority (ACE JPA). In late 2012, an ACE JPA Agreement was drafted and the City of Pico Rivera, as well as six other cities interested in membership in this new JPA adopted this agreement. These other cities included El Monte, Montebello, Industry, San Gabriel, Pomona, and Walnut. This new ACE JPA is a public entity designed for the Board to plan, oversee, fund, design, engineer, build and undertake all related requirements to complete the remaining ACE projects, assuming responsibility for their completion from the SGVCOG.

The adopted JPA Agreement was developed with considerable input from city managers, city attorneys, and public works directors from the cities involved, and also with legal and technical expertise of ACE staff. Highlights of the JPA Agreement are as follows:

- Each member will have one vote on the Board, and most significant Board actions such as, adding members, amending by-laws, adjusting projects, imposing fees and specific betterments, will require a two-thirds vote of the Board.
- ACE JPA may apply for, receive, administer, and serve as a mechanism for obtaining state, federal, regional and local grants to assist in financing the ACE Projects.
- ACE JPA may make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, an independent auditor, and single purpose public/private groups.
- ACE JPA may acquire, construct, reconstruct, rehabilitate, maintain, in whole or in part, dispose of, in whole or in part, land, facilities, excess property and appurtenances as necessary or convenient for the completion of the ACE Projects.
- No Member City of the ACE JPA shall be responsible, directly or indirectly, for any obligation, debt or liability of ACE.
- There are no annual or periodic dues.

The next step for the ACE JPA in assuming responsibility of the ACE Project is adopting the ACE JPA, Amended and Restated Joint Exercise of Powers Agreement (Amended JPA Agreement). This amendment is necessary to incorporate certain clauses identified in the transfer agreement approved by the SGVCOG and ACE Construction Authority.

Transfer Agreement - A transfer agreement was drafted to move the ACE Project and all of its associated resources, including funding, personnel, property rights, etc., from the SGVCOG to the new ACE JPA. The transfer agreement was formally approved by the SGVCOG Governing Board in May 2013.

The transfer agreement contains language that requires certain clauses be included in the ACE JPA agreement. Specifically, the ACE JPA agreement must include clauses related to the requirement that the new JPA create a trust account for any CalPERS-related liabilities the SGVCOG may have as a result of the transfer of CalPERS eligible employees being transferred from the SGVCOG to the new ACE JPA. The attached Amended and Restated ACE JPA agreement contains this required clause and it must be approved by each agency interested in membership in the new ACE JPA to satisfy the trust account requirement.

Since the new ACE JPA technically will not be a viable entity until CalPERS allows for the separation of the SGVCOG's current contract with them, the Amended and Restated ACE JPA

ENCLOSURE 1

THE ALAMEDA CORRIDOR EAST

JOINT POWERS AUTHORITY

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE ALAMEDA CORRIDOR EAST JOINT POWERS AUTHORITY

This Amended and Restated Joint Exercise of Powers Agreement ("Agreement") is made pursuant to the Joint Exercise of Powers Act, commencing with Section 6500 of the Government Code and other applicable law and is entered into by and among the public agencies whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, and who have executed this Agreement in accordance with a majority vote of their legislative bodies (each a "Member" and collectively, "Members"):

WITNESSETH:

The parties hereto do agree as follows:

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

a. Under the direction and oversight of the Alameda Corridor – East Construction Authority of the San Gabriel Valley Council of Governments, also known and identified as the Alameda Corridor – East, Gateway to America Construction Authority and as the ACE Construction Authority (identified herein as the "ACE Construction Authority"), a series of railroad crossing safety improvements and grade separation projects, collectively identified as the Alameda Corridor - East Gateway to America Project or the ACE Project (the "ACE Project"), have been designed, built and implemented throughout the San Gabriel Valley.

b. The ACE Construction Authority is an administrative entity of the San Gabriel Valley Council of Governments ("SGVCOG") formed in accordance with the Third Amended and Restated Joint Exercise of Powers Agreement, dated April 10, 2007, and operating in accordance with Section 6508 of the Government Code.

c. For purposes of this Agreement, the ACE Project shall be as approved by the Governing Board of the SGVCOG at its regular meeting on March 15, 2012, subject to amendments, changes or adjustments by ACE in accordance with the terms of this Agreement.

d. Work on the ACE Project is ongoing. Several grade separation projects are in the design and construction stage and additional projects are planned subject to the availability of funding.

e. The organization and the mission of the SGVCOG are being reviewed by its member agencies. Certain member agencies of the SGVCOG have indicated that it would be in the best interests of the ACE Project and of the SGVCOG to transfer the responsibilities and obligations of the ACE Project, or a part thereof, to a separate public entity to enable the ACE Project to be continued with focused guidance, leadership and oversight.

f. Certain cities and public agencies have determined that a new joint powers agency, separate from the SGVCOG, should be formed to accept the transfer of responsibility for the ACE Project, or a part thereof, from the SGVCOG and the ACE Construction Authority.

g. The public interest requires a joint powers agency to continue the implementation of the ACE Project in a coordinated, well-managed and cost-effective manner that uses federal, state and local funding sources and fully complies with all applicable laws and regulations.

h. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for Member contributions).

i. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

j. Each Member, by and through its legislative body, has determined that a joint powers agency is required in furtherance of the public interest, necessity and convenience.

k. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

l. The SGVCOG, as a condition to its approval and execution of that certain Agreement to Transfer ACE Project (as further described in Section 18 below), by and between the SGVCOG and ACE (as defined in Section 3 below), requires the inclusion in this Agreement of Section 8.03 of said Agreement to Transfer ACE Project.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Alameda Corridor East Joint Powers Authority ("ACE").

Section 4. Purpose and Powers of ACE.

a. Purpose of ACE. ACE is being created to provide a vehicle for the Members to plan, oversee, obtain funding for, design, engineer, build and undertake all related and necessary activities in connection with the completion of those parts of the ACE Project for which ACE assumes responsibility upon their transfer from the SGVCOG. Completed projects will be transferred to individual Members or the Union Pacific Railroad or other entities, as appropriate. It is the clear intent of the Members that ACE shall not possess the authority to compel any of the Members to conduct any activities or implement any plans or strategies that they do not wish to undertake except for Member contributions, as identified in Section 26, which may be required to enable ACE to pay for expenditures not covered by other ACE funding. The goal and intent of ACE is one of voluntary cooperation among Members for the

collective benefit of all of the Members and other public agencies that will result from the successful completion of the ACE Project.

b. Common Powers. ACE may:

(1) Exercise and shall have the common powers of its Members;

(2) Apply for, receive, administer and serve as a mechanism for obtaining state, federal, regional and local grants to assist in financing the ACE Project;

(3) Assemble and evaluate information helpful in the consideration of ACE Project-related planning problems peculiar to individual Members;

(4) If appropriate, utilize voluntary assistance from Members and other public or private entities to assist in carrying out projects and activities;

(5) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, an independent auditor, and single purpose public/private groups;

(6) Acquire, construct, reconstruct, rehabilitate, maintain, in whole or in part, dispose of, in whole or in part, land, facilities, excess property and appurtenances as necessary or convenient for the completion of the ACE Project;

(7) Employ agents, officers and employees

(8) Sue or be sued in its own name;

(9) Acquire property rights and exercise the power of eminent domain, if necessary;

(10) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

(11) Lease, manage, maintain, and operate any buildings, works, or improvements;

(12) Obtain insurance and contract for risk management services;

(13) Invest money in the same manner and under the same conditions as its Members and in accordance with Government Code Section 53601;

(14) Support or oppose legislation related to the purpose of this Agreement and the goals and purpose of ACE;

(15) As identified in the Bylaws, delegate some of its powers to the Chief Executive Officer; and

(16) Borrow money, incur indebtedness and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied power necessary to exercise the express powers provided for in this Section 4. b. (16), provided, however, that any borrowing hereunder shall be for the purpose of financing the ACE Project, and shall be repaid solely from funds pledged or otherwise designated for the ACE Project. Borrowings authorized hereunder shall be subject to Section 19 of this Agreement and shall be subject to Governing Board approval as described in Section 7 e.

c. Exercise of Powers. ACE shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. For the purposes of determining the restrictions to be imposed on ACE in its manner of exercising its powers pursuant to Government Code Section 6509, reference shall be made to, and ACE shall observe, the restrictions imposed upon the City of Pomona.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for ACE ("Governing Board") to conduct the affairs of ACE. The Governing Board shall be constituted as follows:

a. Designation of Governing Board Representatives. One person shall be designated as a representative of the Governing Board by the legislative body of each of the Members ("Governing Board Representative"). No Member shall be entitled to "ex officio" non-voting representation on the Governing Board; however, the Governing Board, at its sole discretion, may allow "ex officio" non-voting representation from public entities that are not Members. However, until such time as the legislative body of a Member first designates an individual to be the representative of said Member to the Governing Board, the Member's representative shall be the City Manager or Acting City Manager of the Member or, in the case of Los Angeles County, the County Administrator.

b. Designation of Alternate Governing Board Representatives. One person shall be designated as an alternate representative of the Governing Board by the legislative body of each of the Members ("Alternate Governing Board Representative").

c. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members; except, however, the City Manager or Acting City Manager of a Member or the County Administrator in the case of Los Angeles County shall serve as that Member's representative to the Governing Board until such time as the legislative body of the Member first appoints a member of the legislative body of the Member.

Section 6. Use of Public Funds and Property. ACE shall be empowered to utilize for its purposes public and/or private funds, property and other resources received from the Members and/or from other sources. Except as otherwise prohibited, any Member may make contributions of money or assets to ACE; make or advance payments of public funds or provide loans to defray the cost of ACE operations or provide operating capital; and contribute personnel, equipment or property instead of or in addition to other contributions or advances. Any such contributions, advances, or loans shall be subject to a separate agreement between ACE and the Member and shall be approved by the Governing Board and the legislative body of the Member.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Each Member may cast only one vote through its representative for each issue before the Governing Board. An Alternate Governing Board Representative may participate or vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. A Governing Board Representative or Alternate Governing Board Representative seated on the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative or Alternate Governing Board Representative represents has timely and fully paid any Member contributions as required by Section 26 of this Agreement and the Bylaws.

b. Proxy Voting. No absentee or proxy voting shall be permitted.

c. Quorum. A quorum of the Governing Board shall consist of not less than four representatives of the Members.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Any such committee shall remain in existence until it is dissolved by the Governing Board or until it reaches the end of its term as established by the Governing Board, whichever first occurs. Qualified persons shall be appointed to such committees by the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board.

e. Actions. Unless required otherwise by a provision of applicable law or as designated elsewhere in this Agreement, actions taken by the Governing Board shall be by a majority of the voting Governing Board Representatives (or Alternate Governing Board Representatives) who are present with a quorum in attendance, except that five affirmative votes when the total membership of the Governing Board is five, six or seven, or the affirmative votes of two-thirds of the membership of the Governing Board when the total membership of the Governing Board is eight or more, or the affirmative vote of all of the then total voting membership of the Governing Board if the total voting membership is less than five, will be required: to approve the annual budget or any modifications to same; to add one or more additional grade separation projects to the ACE Project; to assess a contribution from individual Members or all Members to pay for unallowable costs in accordance with Section 26; to add as a

new Member a public entity that is not an Eligible Public Entity as defined in Section 24; for any matter involving the incurrence of debt or the issuance of bonds by ACE; to amend the priority list of the grade separation projects included within the ACE Project should an individual grade separation project be delayed or become unfeasible because of funding, cost or design issues; to amend the Bylaws; and to terminate this Agreement.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of ACE. All of the powers of ACE, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Robert's Rules of Order. The substance of Robert's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election, Duties and Responsibilities of Chairman and Vice Chairman. The Chairman shall be the chairperson of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Chairman is authorized by this Agreement to prepare, sign and file with the Secretary of State, and with other officials and agencies as may be required, any notice and/or supporting documentation regarding the formation of ACE. Further, the Chairman is authorized by this Agreement to prepare, execute and file with CalPERS any documents or agreements that are necessary to enable CalPERS to create a retirement account for ACE employees that includes the assets for those employees that were originally maintained under the CalPERS retirement account established in the name of the SGVCOG. Finally, the Chairman is authorized by this Agreement to execute the Agreement to Transfer ACE Project, which is described below in Section 18 and included in Exhibit B, attached hereto.

The Vice Chairman shall serve as Chairman in the absence of the Chairman and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the Chairman. Until such time as the Governing Board first takes action to elect or appoint a Chairman, the City Manager or Acting City Manager of the City of El Monte shall serve as the Chairman of the Governing Board.

At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of Chairman by the Governing Board, and a different Governing Board Representative shall be elected Vice Chairman of the Governing Board. The terms of office of the Chairman and Vice Chairman elected at the first regular meeting of the Governing Board shall continue through the first January 1 of their terms and expire on the second January 1, and elections to determine their successors shall not be held until the first regular meeting of the December preceding the second January 1. Thereafter, a Governing Board Representative

shall be elected to the position of Chairman of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice Chairman of the Governing Board at the first regular meeting of the Governing Board held in December of each calendar year. The terms of office of the Chairman and Vice Chairman shall commence and expire on January 1.

If, after the first regular meeting of the Governing Board, there is a vacancy, for any reason, in the position of Chairman or Vice Chairman, the Governing Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 12. Chief Executive Officer. The Governing Board may appoint a qualified person to be Chief Executive Officer ("CEO") who will be an employee of ACE or of a Member. Any action to appoint, terminate or discipline the Chief Executive Officer shall require an affirmative vote of no less than a majority of the then total membership of the Governing Board. The CEO shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Member. The CEO shall be the chief executive, operations and administrative officer of ACE. The CEO shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for ACE and a qualified person to act as the Auditor of ACE. If the Governing Board so designates, and in accordance with the provisions of Section 6505.6 of the Government Code, a qualified person may hold both the office of Treasurer and the office of Auditor of ACE. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

Section 14. Functions of Treasurer and Auditor. The person holding the position of Treasurer shall have charge of the depositing and custody of all funds held by the ACE. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Governing Board. If ACE designates its officers or employees to fill the positions of Treasurer or Auditor or both, ACE shall annually cause an independent audit to be made by a certified public accountant in accordance with Section 6505 of the Government Code.

Section 15. Other Officers and Employees. Subject to the approval of the Governing Board, all of the employees of the ACE Construction Authority will be transferred to the employment of ACE effective upon the date of the transfer of the ACE Project to ACE. The former ACE Construction Authority employees will be transferred at their existing salary rates and will be provided with a benefit program that is approved by the Governing Board. The Governing Board may approve the employment of such other officers or employees as it deems appropriate and necessary to conduct the affairs of ACE.

Section 16. Existing ACE Construction Authority Contracts. Subject to the approval of the Governing Board, ACE shall accept the assignment of all existing ACE Construction Authority contracts that are in place at the time of the transfer of the ACE Project to ACE. ACE

shall accept all liabilities and responsibilities for all such existing contracts upon such assignment.

Section 17. Property of ACE. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an employee or employees of ACE, in addition to the Treasurer, to have charge of, receive, deposit, invest and disburse the money and property of ACE, all in accordance with applicable sections of the Government Code. The Governing Board shall fix the amount of the official bonds to be filed for each individual designated to have charge of any of the assets of ACE (including the CEO and Treasurer) and the cost of such bonds shall be the responsibility of ACE.

Section 18. Agreement to Transfer ACE Project. The SGVCOG and ACE shall each execute an Agreement to Transfer ACE Project with the actual date of transfer of the ACE Project to occur subsequent to the Effective Date of this Agreement, as said term is defined in Section 30. The Agreement to Transfer ACE Project which addresses all of the responsibilities, liabilities, assets, contracts and staff that are to be transferred from the SGVCOG to ACE and which includes appropriate releases of and indemnifications of the respective parties is attached to this Agreement as Exhibit B. Upon the Effective Date of this Agreement, the Chairman of ACE is hereby authorized to execute on behalf of ACE said Agreement to Transfer ACE Project. Moreover, in accordance with the requirements of the SGVOCG and as a condition precedent to the approval and execution of said Agreement to Transfer ACE Project by the SGVCOG, included herein below is Section 8.03 of the Agreement to Transfer ACE Project and ACE agrees to include this Section 8.03 in this Agreement without any amendments unless ACE first gives the SGVCOG 30 days written notice of its intent to make such amendments.

> "8.03 **Escrow or Trust Accounts for CalPERS-Related Liabilities.** CalPERS' assessment of the SGVCOG's unfunded liability for the ACE Construction Authority Employees as of June 30, 2011 is $741,590.00 and CalPERS' assessment of the costs to be paid to CalPERS to terminate a public agency contract providing retirement benefits for the ACE Construction Authority Employees, also as of June 30, 2011, is $2,603,354.00 (Exhibit G). CalPERS plans to update its assessments of unfunded liability and termination costs on an annual basis. At least ten (10) days prior to the Transfer Date ACE shall establish an escrow account or a trust account, the terms and conditions of which shall be acceptable to the SGVCOG, in an amount sufficient to pay either the CalPERS' assessment of unfunded liability or the CalPERS established contract termination costs for the ACE Construction Authority Employees and ACE employees, whichever is greater. Any interest obtained from such escrow or trust account shall accrue to the benefit of ACE and all costs associated with opening and maintaining the escrow or trust account shall be borne by ACE. Should CalPERS subsequently increase its assessment of the unfunded liability and/or termination costs associated with the ACE Construction Authority Employees and ACE employees, then

ACE will increase the funds deposited in escrow or trust by an amount sufficient to pay the new unfunded liability assessment or termination cost assessment, whichever is greater. The terms of the escrow or trust account shall allow ACE to reduce the funds deposited in escrow or trust by the same amount of any reduction in the CalPERS assessment of unfunded liability and/or termination costs as long as the funds remaining in escrow or trust are sufficient to pay either the new unfunded liability assessment or the new termination cost assessment, whichever is greater. However, in no event shall the funds deposited in escrow or trust be reduced below the sum of $2,603,354 unless and until ACE has terminated its CalPERS Agreement and paid any and all associated termination costs.

CalPERS has not yet prepared an assessment of the SGVCOG's unfunded liability for the employees of the SGVCOG who have never been ACE Construction Authority Employees or an assessment of the termination costs for the SGVCOG covering only SGVCOG employees who have never been ACE Construction Authority Employees. The parties agree that ACE shall have no obligation or responsibility for any liability which may be associated with employees of the SGVCOG who have never been ACE Construction Authority Employees except to the extent required by ACE's participation in its assigned CalPERS risk pool, or except to the extent that such employees may at some time in the future become ACE employees.

The parties agree that, as a condition precedent to the Transfer, ACE shall cause its Joint Powers Agreement ("JPA Agreement") to be modified to explicitly include this provision in the JPA Agreement. The JPA Agreement including this provision shall not be amended by ACE without providing at least thirty (30) days' notice in writing to the SGVCOG.

Notwithstanding any other term or condition of this or any other Agreement, ACE shall hold SGVCOG free and harmless from any liability, demand, suit, contractual liability, or other claim of any kind from CalPERS with respect to the ACE Construction Authority Employees, whether employed by ACE after the Transfer Date or not, and ACE employees. Moreover, notwithstanding any other term or condition of this or any other Agreement, SGVCOG shall hold ACE free and harmless from any liability, demand, suit, contractual liability, or other claim of any kind from CalPERS with respect to SGVCOG employees who were not ACE Construction Authority Employees at any time."

Section 19. Obligations of ACE. The debts, liabilities and obligations of ACE shall be the debts, liabilities and obligations of ACE alone. To the extent permitted by applicable law, no Member of ACE shall be responsible, directly or indirectly, for any obligation, debt or liability of ACE.

Section 20. Control and Investment of Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 21. Betterment Agreements. During the design and construction of transportation projects within the ACE Project, a Member may request that the involved transportation project be modified to include a betterment, which shall be defined as an addition or supplemental structure, facility or undertaking that is not necessary for the project but that can be cost effectively performed by ACE while construction forces are available or project activities are underway ("Betterment"). A Betterment cannot be funded with the resources available to the ACE Project. A Betterment may only be funded pursuant to an agreement (a "Betterment Agreement") approved by the Governing Board. Any such Betterment Agreement shall authorize ACE to implement, manage and administer all activities associated with the engineering and construction of the Betterment and shall require that any and all costs incurred by ACE in connection with such Betterment, including indirect costs, be borne only by the Member or Members who requested the Betterment and who are parties to the Betterment Agreement.

Section 22. Termination of Agreement. ACE shall continue in existence until such time as this Agreement is terminated by action of the Governing Board in accordance with Section 7(e) or until fewer than five Members remain in ACE, whichever first occurs, except that all of the liabilities of ACE must be satisfied and all of the remaining assets of ACE must be distributed before such termination will be effective.

Section 23. Application of Laws. ACE shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq. of the Government Code.)

Section 24. Members.

a. Withdrawal. If all projects being undertaken by ACE within the jurisdiction of a Member, or within the jurisdiction of another Member that is immediately adjacent, have been completed, including the closing of all contracts, the acceptance of all work and the concurrence regarding completion by all funding agencies, a Member may withdraw from ACE by filing its written notice of withdrawal with the Chairman of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify any obligations or liabilities of the withdrawn Member due to matters or actions, whether known or unknown by the withdrawn Member, and that occurred or were in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members except that the Governing Board, in its sole discretion, may adjust the amount of any Member contributions of a withdrawn Member to reflect, on a pro rata basis, the effective date of the withdrawal.

b. Non-Payment of Member Contributions. If a Member fails to pay Member contributions as identified in Section 26, if any, within three months of the payment date established and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended. When a Member is suspended, no representative of that Member shall participate in or vote on the Governing Board or any committee. Such a Member shall have its suspension removed and its voting rights restored only upon the payment of all Member contributions then owed by the Member, including Member contributions incurred prior to the suspension and during the suspension; however, the Governing Board, in its sole discretion, may adjust the amount of the Member contributions that must be paid by such a Member.

c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall be admitted to ACE by: adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement; and paying in full all Member contributions, as required by Section 26, then owed, if any; however, the Governing Board, in its sole discretion, may adjust the amount of any Member contributions that must be paid by a Member being so admitted. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 30 of this Agreement). An Eligible Public Entity that has withdrawn from ACE in accordance with Section 24. a. may be readmitted to the ACE by adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement or any subsequent version of this Agreement and paying all Member contributions for the current July to June fiscal year and past July to June fiscal years for which the Eligible Public Entity had been withdrawn from ACE; however, the Governing Board, in its sole discretion, may adjust the amount of the Member contributions that must be paid by a Member being so readmitted. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity.

d. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to ACE upon an affirmative vote of the Governing Board that is in accord with Section 7. e. provided that the new member is a city or other public agency as defined by Section 6500 of the Government Code. Admission shall be subject to any additional terms and conditions as the Governing Board, in its sole discretion, may deem appropriate including payment of all or part of past or current Member contributions.

Section 25. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of ACE.

Section 26. Member Contributions. There are no annual or periodic dues. The Governing Board may, from time to time, require contributions from the Members to pay for expenditures to carry out the purpose of this Agreement when such expenditures cannot be applied to the federal, state and local government funding sources for the ACE Project. Such expenditures may include the costs of a Betterment or project and administrative costs that are determined to be unallowable by ACE's federal, state and local funding agencies. The costs of a Betterment, as defined in Section 21, will be assessed against the Member that requested the Betterment. Unallowable costs that cannot be paid from ACE's reserve accounts and that are associated with a specific project will, subject to Governing Board approval, be applied equally

to those Members in whose jurisdiction the project is located or who are immediately adjacent to the jurisdiction in which the project is located. Any other unallowable costs that cannot be paid from ACE's reserve accounts will, subject to Governing Board approval, be assessed in equal amounts to all of the agencies that were Members of ACE when said costs were incurred. Members shall not be assessed contributions that total more than One Hundred Thousand Dollars for any single July to June fiscal year for the payment of ACE unallowable costs.

Section 27. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of ACE, any assets remaining shall be distributed equally to the public entities that are Members at the time of termination of the Agreement and whose voting rights at the time of termination have not been suspended in accordance with Section 24 b.

Section 28. Amendment. This Agreement may be amended at anytime with the consent of a majority of but no less than five of the Members except that the consent of all Members will be required if the number of Members is less than five.

Section 29. Bylaws. Attached hereto as Exhibit C are the Bylaws of the Alameda Corridor East Joint Powers Authority, which shall be effective upon the Effective Date of this Agreement as defined in Section 30 below, and which may be subsequently modified by action of the Governing Board in accordance with Section 7 e. of this Agreement.

Section 30. Effective Date. The effective date ("Effective Date") of this Agreement shall be the first date by which five of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of their legislative bodies and execute a copy of this Agreement.

Section 31. Liability of Governing Board Representatives and Alternate Governing Board Representatives. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules and all workers' compensation benefits and other benefits which apply to the activities of Governing Board Representatives and Alternate Governing Board Representatives when performing their duties as members of the legislative bodies of their respective public agencies shall apply to them to the same degree and extent while they are engaged in the performance of any of their duties on behalf of ACE.

Section 32. Indemnification of Members. ACE shall indemnify, defend and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents and representatives from and against any loss, damage, injury, claim, litigation or liability, including attorney fees and costs, arising out of or in any way related to the creation, operation, decisions or actions of ACE or ACE's officers, officials, employees, agents or representatives.

Section 33. Insurance Requirements. ACE shall obtain adequate insurance coverage as may be required by law or as necessary and appropriate for all of ACE's activities and shall require, whenever possible, that parties who enter into contracts or agreements with ACE agree in said contracts or agreements to defend, indemnify and hold harmless and name as additional insureds ACE and the Members of ACE.

Section 34. Severability. In the event of any litigation over the meaning of this Agreement, this Agreement shall be liberally construed to effectuate its purposes. Should any

part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise rendered unenforceable or invalid, the validity of the remaining portions and provisions of this Agreement shall not be affected thereby.

Section 35. Assignment. This Agreement shall inure to the benefit of any successor to any of the Members; provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of ACE as approved by the Governing Board.

Section 36. Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire Agreement.

The Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

PUBLIC AGENCY

_____

_____
Supervisor/Mayor/Chairperson

ATTEST

_____
Clerk

DATE _____

EXHIBIT A

Eligible Public Entities

County of Los Angeles

El Monte

Industry

Montebello

Pico Rivera

Pomona

San Gabriel

Walnut

EXHIBIT B

ALAMEDA CORRIDOR EAST

A JOINT POWERS AUTHORITY

BYLAWS

ALAMEDA CORRIDOR EAST

A JOINT POWERS AUTHORITY

BYLAWS

EFFECTIVE _____, 2013

BYLAWS

ALAMEDA CORRIDOR EAST

PREAMBLE

A. The Alameda Corridor East Joint Powers Authority (ACE) is an agency voluntarily established by its Members pursuant to a Joint Powers Agreement ("Agreement") to provide a vehicle for the Members to plan, oversee, obtain funding for, design, engineer, build and undertake all related and necessary activities in connection with the completion of those parts of the ACE Project for which ACE assumes responsibility upon their transfer from the San Gabriel Valley Council of Governments (SGVCOG). Completed projects will be transferred to individual Members or the Union Pacific Railroad or other entities, as appropriate. It is the clear intent of the Members that ACE shall not possess the authority to compel any of the Members to conduct any activities or implement any plans or strategies that they do not wish to undertake except for Member contributions, which may be required to enable ACE to pay for expenditures not covered by other ACE funding. The goal and intent of ACE is one of voluntary cooperation among Members for the collective benefit of all of the Members and other public agencies that will result from the successful completion of the ACE Project.

Article II - Definitions

The terms "Alameda Corridor East Joint Powers Authority," "Agreement," "Alternate Governing Board Representative," "Governing Board," and "Governing Board Representative," as used in these Bylaws are defined in the Agreement and said definitions are incorporated herein by reference.

Article III - Membership and Representation

A. Membership. Members shall withdraw from or be admitted to the Governing Board in accordance with Section 24 of the Agreement.

B. Representation. The Governing Board Representative and Alternate Governing Board Representative for a Member shall be designated in accordance with Section 5 of the Agreement

Article IV - Governing Board

A. Powers and Duties. The powers and duties of the Governing Board, subject to the limitations of applicable law, the Agreement and these Bylaws, shall include:

1. All of the powers of the Council provided in Section 4 of the Agreement, except as may be expressly delegated to others pursuant to the provisions of the Agreement,

these Bylaws or by the direction of the Governing Board shall be exercised by and through the Governing Board.

2. Making policy decisions and determining policy matters for ACE.

3. Conducting the affairs of ACE.

4. Appointing, fixing the compensation of and removing an Executive Director and conducting an annual performance review of the Executive Director.

5. Annually reviewing the proposed budget and proposed work plan submitted by the Executive Director and adopting an annual budget and a work plan.

6. Appointing Ad Hoc Committees, as necessary, to study specific problems, programs, or other matters which it has approved for study.

7. Based on the guidance of the General Counsel, keeping informed about and working to keep ACE in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules that could affect the ACE or any of its activities and projects.

B. Meetings.

1. Regular meetings of the Governing Board shall be held monthly. Special meetings of the Governing Board may be called by the Chair. All meetings of ACE shall be called by the Chair. All meetings of ACE shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq., as it now exists or may hereafter be amended. Members shall direct their Clerks to comply with all notice and agenda posting requirements deemed necessary by the Governing Board.

2. The time and date of regular meetings of the Governing Board shall be 2:00 p.m. on the fourth Monday of the month. The Governing Board shall designate a location for regular meetings, which may be changed by a minute action of the Governing Board.

3. Ad Hoc Committees shall meet on the call of their chairperson, in accordance with a schedule adopted by each Ad Hoc Committee, or as otherwise provided herein and in compliance with applicable law.

C. Voting.

1. Voting on the Governing Board shall be conducted as prescribed in the Agreement. Further, voting may be by voice, roll call or ballot vote. A roll call shall be conducted upon the demand of two participating representatives, or at the discretion of the presiding officer. Each ACE Member may cast only one vote for each issue before the Governing Board.

2. Quorum. A quorum of the Governing Board shall be as established by the Agreement.

3. Committees. As needed, the ACE Governing Board may create ad hoc committees to give advice to the ACE Governing Board on such matters as may be referred to such committee by the ACE Governing Board. All committees shall have a stated purpose before they are formed. Each such committee shall remain in existence until it is dissolved by the ACE Governing Board. Qualified persons shall be appointed to such committees by the ACE Governing Board and each such appointee shall serve at the pleasure of the ACE Governing Board. Committees, unless otherwise provided by law, the Agreement or the Bylaws, may be composed of Members and non-Members of the ACE Governing Board.

4. Actions. Actions taken by the ACE Governing Board shall be in accordance with the requirements of the Agreement.

Article V - Chief Executive Officer

The ACE Governing Board shall select a qualified individual to serve as the Chief Executive Officer. The Chief Executive Officer shall be an employee of ACE. The powers and duties of the Chief Executive Officer are:

1. To serve as the Chief Executive Officer of ACE and to administer the affairs of ACE in compliance with all applicable federal, state and local laws, statutes, codes, regulations and rules and all codes and procedures of ACE.

2. To hire and remove all employees of ACE and to retain and terminate consultants and contractors.

3. Annually to prepare and present a proposed budget to the ACE Governing Board for approval and to maintain the expenditures of ACE within the approved budget, as may be amended from time to time.

4. To be responsible for the day-to-day handling of all cash and checks of ACE; for the accounting, bookkeeping and financial reporting systems; and to be responsible for all records. To be responsible for the timely billing and collections of accounts receivable.

5. To actively monitor and be responsible for all aspects of the design, engineering and construction projects and work activities undertaken by ACE.

6. To provide quarterly financial status reports, unless a different schedule is requested, to the Governing Board.

7. To ensure that ACE and all consultants and contractors under contract to ACE procure insurance policies that provide adequate protection to the SGVCOG and the members of ACE and of the SGVCOG and that are in accord with any policy limits and policy coverage requirements directed by the Governing Board.

8. To perform all banking, investment, bookkeeping, accounting, accounts payable, accounts receivable and recordkeeping activities required of ACE.

9. To attend the meetings of the Governing Board.

Article VI - Other Officers and Employees

A. Treasurer and Auditor. A Treasurer and an Auditor shall be designated in accordance with the requirements of the Agreement.

B. Functions of Treasurer and Auditor. The duties and responsibilities of the Treasurer and the Auditor shall be in accord with the requirements of the Agreement.

C. General Counsel. The Governing Board shall appoint a qualified person to serve as the General Counsel to ACE on any basis it desires including, but not limited to, a contract or an employment basis.

D. Additional Officers and Employees. The Governing Board shall have the power to engage or employ such additional officers and employees as may be appropriate. None of the officers, agents, or employees appointed by the Governing Board shall be deemed, by reason of their employment by the Governing Board, to be employed by any of the Members or, by reason of their employment by the Governing Board, to be subject to any of the requirements of such Members.

E. Compensation of ACE Construction Authority. Governing Board Representatives and Alternate governing Board Representatives shall be entitled to compensation for attendance at each ACE meeting, and may be reimbursed for travel expenses associated with ACE activities.

Article VII - Chairman and Vice Chairman.

The Chairman shall be the chairperson of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice Chairman shall serve as Chairman in the absence of the Chairman and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the Chairman. The Chairman and Vice Chairman shall be elected or appointed in accordance with the provisions of the Agreement.

Article VIII - Finance, Insurance, Assets, and Agreements

A. Obligations of ACE. The debts, liabilities and obligations of ACE shall be the debts, liabilities and obligations of ACE alone. To the extent permitted by applicable law, no Member of ACE shall be responsible, directly or indirectly, for any obligation, debt or liability of ACE.

B. Control and Investment of Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

C. Property of ACE. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an employee or employees of ACE, in addition to the Treasurer, to have charge of, receive, deposit, invest and disburse the money and property of ACE, all in accordance with applicable sections of the Government Code. The Governing Board shall fix the amount of the official bonds to be filed for each individual designated to have charge of any of the assets of ACE (including the CEO and Treasurer) and the cost of such bonds shall be the responsibility of ACE

D. Betterment Agreements. During the design and construction of transportation projects within the ACE Project, a Member may request that the involved transportation project be modified to include a betterment, which shall be defined as an addition or supplemental structure, facility or undertaking that is not necessary for the project but that can be cost effectively performed by ACE while construction forces are available or project activities are underway ("Betterment"). A Betterment cannot be funded with the resources available to the ACE Project. A Betterment may only be funded pursuant to an agreement (a "Betterment Agreement") approved by the Governing Board. Any such Betterment Agreement shall authorize ACE to implement, manage and administer all activities associated with the engineering and construction of the Betterment and shall require that any and all costs incurred by ACE in connection with such Betterment, including indirect costs, be borne only by the Member or Members who requested the Betterment and who are parties to the Betterment Agreement.

E. Liability Insurance. ACE shall obtain adequate liability coverage and/or insurance for its activities and shall require whenever possible that parties with whom ACE contracts agree to defend, hold harmless and indemnify, and name as additional insureds, ACE, the SGVCOG, the entities who are members of each and the board members, officers, directors, agents and employees of each.

Article IX – Amendments

Amendments to these Bylaws may be proposed by a Governing Board Representative. Any proposed amendment shall be submitted to the Governing Board at a meeting at least 25 days before the meeting at which the proposed amendment is to be voted upon. The number of votes needed to approve a proposed amendment shall be in accord with the provisions of the Agreement.

EXHIBIT C

AGREEMENT TO TRANSFER ACE PROJECT

AGREEMENT TO TRANSFER ACE PROJECT

This Agreement is made this ____ day of July, 2013 by and between the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, (hereinafter "SGVCOG"), and the **ALAMEDA CORRIDOR EAST JOINT POWERS AUTHORITY** (hereinafter "ACE"), with respect to the following recitals:

RECITALS

1. In 1997, the SGVCOG, a joint powers authority, commissioned a study and recommended the implementation of an Alameda Corridor - East Project (hereinafter the "ACE Project") at 55 grade crossings throughout the San Gabriel Valley to mitigate the adverse impacts of increasing freight train traffic. The ACE Project, as planned, included the installation of various Safety Projects and the elimination of certain grade crossings through the construction of underpasses and overpasses (Grade Separation Projects). In 1998, the SGVCOG created the Alameda Corridor – East Construction Authority (hereinafter, "ACE Construction Authority") to be responsible on behalf of the SGVCOG for all aspects of the ACE Project including, but not limited to, the procurement of grant funds, the creation of a project organization, planning, design and construction.

2. The ACE Construction Authority is an administrative entity of the SGVCOG that was formed and has operated in accordance with Section 6508 of the California Government Code.

3. Federal, State, and local funds have been accessed by the ACE Construction Authority for the ACE Project. The ACE Construction Authority, on behalf of the SGVCOG, has entered into a number of funding agreements with the State of California Department of Transportation ("Caltrans") and other entities to access the funds available for the ACE Project.

4. The ACE Construction Authority has been given authority by the SGVCOG to undertake a number of actions including, but not limited to: entering into agreements on the SGVCOG's behalf with Union Pacific Railroad, contractors, consultants and other entities for all phases of work on the ACE Project; preparing and submitting grant applications for Federal, State, and local funds; obtaining permits, authorities, and approvals from Federal, State, and local agencies; hiring staff and providing appropriate levels of compensation and benefits; acquiring and disposing of property

in the name of the SGVCOG and obtaining operating capital for the ACE Project through a Grant Anticipation Notes Program ("GANs").

5. Work on the ACE Project is ongoing. All planned Safety Projects have been completed. Several Grade Separation Projects are in the design and construction stage and additional Grade Separation Projects are planned subject to the availability of funding.

6. The member agencies of the SGVCOG have determined that it is desireable for the ACE Project and the SGVCOG to transfer all of the responsibilities and obligations of the ACE Project to a separate public entity that can provide focused guidance, leadership and oversight of the ACE Project.

7. ACE is a joint powers authority formed in December of 2012 by certain public entities whose jurisdictions will contain the remaining Grade Separation Projects that are to be undertaken as part of the ACE Project. ACE was formed to assume responsibility for the completion of the ACE Project.

8. ACE and the SGVCOG now desire to enter an agreement regarding the transfer of all obligations, assets, and responsibilities for the ACE Project from the SGVCOG to ACE. Subsequent to the execution of this Agreement, and upon completion of all conditions imposed by this Agreement, ACE and the SGVCOG will take those actions necessary to effectuate the transfer of the ACE Project on the Transfer Date, as defined herein. Thereafter the SGVCOG will terminate the ACE Construction Authority. Upon the transfer of the ACE Project, ACE will assume responsibility for all aspects of the ACE Project and all associated liabilities, past, present and future, will indemnify SGVCOG for all such liabilities, and will manage all related matters through ACE Project completion.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

SECTION 1: DEFINITIONS

"ACE" means the Alameda Corridor East Joint Powers Authority.

"ACE Construction Authority" means the administrative entity created by the SGVCOG to be responsible for all aspects of the ACE Project.

"ACE Construction Authority Employees" means those SGVCOG employees hired solely to work on the ACE Project, including those employed by the SGVCOG on the Transfer Date and those former employees of the SGVCOG who were hired solely to work on the ACE Project and who are not employed by the SGVCOG on the Transfer Date.

"ACE Project" means those Safety Projects and Grade Separation Projects approved by the Governing Board of ACE or, previously, by the Governing Board of

the SGVCOG and planned and undertaken initially by the ACE Construction Authority and thereafter by ACE at locations throughout the San Gabriel Valley and also sometimes identified as the "Alameda Corridor – East Project" or the "Alameda Corridor – East Gateway to America Project".

"Effective Date" is as defined in Section 13.14.

"Grade Separation Project" or **"Grade Separation Projects"** means one or more roadway and railroad track intersection improvements which result in the roadway and railroad tracks being placed on different levels such as having either the roadway run over or under the tracks or vice versa. Such projects also include activities on immediately adjacent roadways, sidewalks, parking lots, etc., including local agency requested and funded improvements or betterments, that are part of or are associated with the separation of a roadway and railroad tracks.

"Party" or **"Parties"** means individually ACE and the SGVCOG or jointly both ACE and the SGVCOG.

"Safety Project" or **"Safety Projects"** means one or more roadway or intersection improvements such as surface restriping, repaving, warning lights, and physical lane barriers which are undertaken in the immediate vicinity of a railroad track/roadway crossing and which are intended to reduce the hazards to trains, vehicles and pedestrians that may use or be in the vicinity of said railroad track/roadway crossing.

"SGVCOG" means the San Gabriel Valley Council of Governments, a joint powers authority.

"Transfer Date" means December 31, 2013 or as may be extended by either Party in accordance with Section 4.02.

"UPRR" means Union Pacific Railroad Company, a Delaware Corporation, and its successors and assigns.

SECTION 2: HISTORY AND LEGAL STRUCTURE OF SGVCOG, ACE CONSTRUCTION AUTHORITY AND ACE

2.01 <u>SGVCOG</u>. The SGVCOG was formed in 1994 to build upon the successful, informal and cooperative exchange of information efforts that occurred within the San Gabriel Valley Association of Cities. The first SGVCOG member agencies recognized the need to have an agency in the San Gabriel Valley that would develop and implement their own sub regional policies and plans and voluntarily and cooperatively work to resolve differences among themselves on matters impacting all or part of the San Gabriel Valley. The SGVCOG was formed as a joint powers authority in accordance with California Government Code Section 6500, et seq.

2.02 <u>ACE Construction Authority</u>. One of the most significant achievements

of the SGVCOG was the formation in 1998 of the ACE Construction Authority. The ACE Construction Authority was formed as an administrative entity of the SGVCOG under California Government Code Section 6508 and not as a separate joint powers authority. This structure was intended to provide the ACE Construction Authority with the ability to focus its efforts on the requirements of the ACE Project while still operating under the guidance and support available from the SGVCOG. This structure was of benefit to the ACE Project for a number of years, as it progressed from a small entity undertaking a significant number of safety improvements, signal changes, restriping programs, etc. to a properly staffed construction organization capable of planning, designing and constructing multi-million dollar Grade Separation Projects.

2.03 ACE. A number of the public agencies who are members of SGVCOG and are most interested in the ACE Project because of the direct impact on their jurisdictions undertook the steps necessary to create a new joint powers authority that could assume the assets, obligations, liabilities and responsibilities attendant to the ACE Project and to thereby permit the SGVCOG to focus on regional activities that are of greatest interest to all the SGVCOG member agencies.

SECTION 3: STATUS OF ACE PROJECT AND INDIVIDUAL GRADE SEPARATION PROJECTS

3.01 Project Adoption. The ACE Project, which encompasses all of the individual projects to be undertaken as part of the ACE Project, was initially adopted by the Governing Board of the SGVCOG in 1998. The ACE Project has been modified from time to time to add Grade Separation Projects to the project list, and, in one case, to delete an advanced signal demonstration project that could not be accomplished. Although the ACE Construction Authority was given the responsibility by the SGVCOG to undertake the ACE Project, certain responsibilities were retained by the SGVCOG Governing Board and among these were approval of the ACE Construction Authority's annual budget and final approval of the list of individual projects to be accomplished within the ACE Project. The last modification to the ACE Project was accomplished by the SGVCOG Governing Board at its meeting in March of 2012.

3.02 Completed Projects. The following projects within the ACE Project have been completed since the initiation of the ACE Project:

Project	Status
Corridor Safety Upgrade	Completed January 2004
Nogales St. (Alh) Grade Separation	Completed August 2005
Reservoir St. Grade Separation	Completed December 2006
Ramona Blvd. Grade Separation	Completed April 2008
East End Ave. Grade	Completed October

Separation	2008
Sunset Ave. Grade Separation	Completed November 2010
Temple Ave. Train Diversion	ACE work complete; awaiting track installation by UPRR

3.03 Projects to be completed. Planning and/or work has begun on the following projects within the ACE Project and the status of these projects is as listed below as of the date of this Agreement.

Project	**Status**
San Gabriel Trench (4 crossings)	Construction started in 2012
Baldwin Ave. Grade Separation	Construction started in 2013
Nogales St. (LA) Grade Separation	Construction start in 2013
Fairway Dr. (LA) Grade Separation	In design
Puente Ave. Grade Separation	In design
Fullerton Rd. Grade Separation	In design
Hamilton Rd. Grade Separation	In design
Durfee Rd. Grade Separation	In design
Fairway Dr. Rail Flyover	Design start in 2013
Turnbull Canyon Rd. Grade Separation	TBD
Greenwood Ave. Grade Separation	TBD

3.04 Priority Projects. A project implementation plan approved by the ACE Construction Authority Board and the SGVCOG Governing Board in June, 2012 established that from the eight projects remaining for design and construction (the last eight from the above list), five are designated priority projects. They are:

Fullerton Road (LA)
Hamilton Boulevard
Fairway Drive (LA)
Puente Avenue
Durfee Ave.

SECTION 4: GENERAL CONDITIONS AND UNDERSTANDINGS OF THE PARTIES

4.01 Purpose. The Parties agree that the ACE Construction Authority has successfully implemented a number of Grade Separation Projects and Safety Projects that are part of the overall ACE Project. The support of the SGVCOG Governing Board, and the assistance of the various committees and staff of the SGVCOG have contributed to this success. Nevertheless, certain public entities that are and will continue to be directly impacted by the development of the ACE Project have created a new legal entity, ACE, whose focus will be on the completion of the ACE Project. The SGVCOG has agreed to transfer all of the assets, obligations, and responsibilities associated with and necessary for the ACE Project to ACE as of the Transfer Date subject to the terms and conditions precedent of this Agreement.

4.02 Transfer of ACE Project and All Assets, Liabilities and Responsibilities. The Parties agree that subsequent to the Effective Date of this Agreement both Parties will work cooperatively and in good faith to prepare and approve all required agreements, obtain all approvals and undertake all actions that are to be completed as conditions subsequent prior to the Transfer Date as enumerated in this Agreement, and if such agreements, approvals and actions are so completed, that responsibility for the ACE Project shall be transferred by the SGVCOG to ACE effective on the Transfer Date. The Parties agree that the transfer of the ACE Project will not occur on the Transfer Date or any date thereafter unless and until all agreements, approvals, payments and actions as described in this Agreement are completed as required to the written satisfaction of the Parties, such written satisfaction to be in accord with the terms of this Agreement and not unreasonably withheld or delayed. The Parties further agree that the Transfer Date may be extended for one or more months up to a maximum total of six months upon the written notice of either Party, such notice to be reasonably and timely provided. Should the Parties be unable to properly effectuate all the agreements, approvals, payments and actions described below or elsewhere in this Agreement by the Transfer Date as it may be extended, then this Agreement shall terminate and the transfer of the ACE Project, as described in this Agreement shall be cancelled. Ten days prior to the Transfer Date the Parties shall meet and confer to determine that all of the agreements, approvals, payments and actions that are required by this Agreement are in conformance with or will be in conformance with the terms of this Agreement by the Transfer Date.

4.03 Best Efforts. The Parties agree to use their best efforts to effectuate the transfer of the ACE Project from the ACE Construction Authority and the SGVCOG to ACE.

4.04 No Liability to SGVCOG or its Members. It is understood and agreed to by the Parties that in accordance with the terms of this Agreement the Parties intend to effectuate a complete transfer of all assets, responsibilities, and liabilities for and associated with the ACE Project from the SGVCOG and the ACE Construction Authority to ACE. Except as may be otherwise identified in this Agreement, the

SGVCOG shall have no participation in or responsibility or liability for any aspect of the ACE Project (past, present, or future) as of the Transfer Date. ACE will assume sole and complete responsibility for the ACE Project as of the Transfer Date. Moreover, it is the intention of the Parties that no member of the SGVCOG nor the ACE Construction Authority will have any responsibility or liability for any aspect of the ACE Project except to the extent that such member is now or subsequently becomes a member of ACE.

4.05 Good Faith Cooperation. The Parties agree and understand that good faith cooperation will be necessary between themselves to: properly complete the ACE Project; achieve the plans and goals of ACE and the SGVCOG; and maximize the benefits of the ACE Project for the residents of the San Gabriel Valley.

4.06 Dissolution of ACE Construction Authority. It is understood and agreed by the Parties that by executing this Agreement, the SGVCOG agrees to dissolve the ACE Construction Authority effective at the first regular SGVCOG Governing Board meeting occurring after the Transfer Date.

4.07 Competition for Federal, State, Regional and Local Funding. The Parties agree that ACE shall not seek, apply for, or accept funds for its Project from any funding programs that are now or that may become available to fund SGVCOG programs or projects from any federal, state, regional or local sources, without obtaining consent from SGVCOG in writing in advance, such consent not to be unreasonably withheld. The Parties will engage in periodic communications between themselves regarding funding programs, cooperative and/or joint meetings with legislators and staff, regular staff participation in public meetings of each Party, etc.

4.08 Definition of ACE Project. It is understood and agreed by the Parties that the ACE Project is, as of the Effective Date of this Agreement, as defined in Sections 3.02 and 3.03 above. Subsequent to the Effective Date of this Agreement, ACE may, at its sole discretion, modify the ACE Project only to include or exclude certain Grade Separation and Safety Projects and further may adjust the schedule of said individual projects, so long as these modifications do not require new funding sources for which SGVCOG may or could compete. Recognizing the importance of the ACE Project to the entire San Gabriel Valley, ACE agrees to not make any additions to or deletions from the ACE Project without first providing 45 days' written notice to the SGVCOG of an ACE Governing Board meeting at which any such additions or deletions are to be considered. No projects shall be added which are not Grade Separation Projects or related Safety Projects except locally funded betterment improvements which occur in conjunction with Grade Separation Projects. ACE shall not seek or apply for locally funded betterment improvements by any source of funding for which SGVCOG or the Cities in the San Gabriel Valley may or could compete.

SECTION 5: EMPLOYEES, CONTRACTS AND ASSETS

5.01 Employees.

(a) Current Employees. There are a total of 23 full time and one part time employees authorized who are responsible for the day-to-day implementation of the ACE Project (the "ACE Construction Authority Employees"). The ACE Construction Authority Chief Executive Officer, who is one of the above numbered employees, reports to the ACE Construction Authority Board of Directors and supervises five staff units responsible for the various functions necessary to carry out the ACE Project. These staff are supported by an extensive number of contractors (described below in Section 5.02(b)). The current ACE Construction Authority staff organization is self-sufficient and has the powers and skills necessary to implement the ACE Project.

(b) Transfer of Employees. As of the Transfer Date, all of the current ACE Construction Authority Employees will become employees of ACE. Compensation rates and position titles will not be changed by this Agreement. Any existing employment contracts will be assumed by ACE and will not otherwise be changed by this Agreement. Benefits for transferred employees will be in accord with those benefit programs adopted by ACE. Any pending or future liability with respect to ACE Construction Authority Employees, including but not limited to claims relating to pay, benefits, workers' compensation, accrued leave, working conditions, etc., regardless of when such claims arose or may arise in the future, shall be assumed by ACE and SGVCOG shall be held free and harmless therefrom. ACE shall work diligently to obtain from each of the employees being transferred from SGVCOG to ACE, and from all prior ACE Construction Authority Employees, an agreement in writing agreeing to and acknowledging that ACE shall be fully responsible for any and all claims they may make in the future, excluding pension related liabilities, and waiving any and all liability against SGVCOG in connection with their employment.

5.02 Existing Contracts.

(a) Office and Equipment Leases. The ACE Construction Authority, on behalf of the SGVCOG, has maintained a number of leases and administrative agreements covering office space and various types of equipment. A complete listing of all of these leases and administrative agreements is contained in Exhibit A. ACE represents and warrants that Exhibit A is a complete list of all leases and administrative agreements, and it shall hold SGVCOG free and harmless from all such leases and administrative agreements, whether or not listed on Exhibit A. It is the intent of the Parties that, to the extent possible, all of these leases and administrative agreements, including all of the costs and liabilities associated therewith, will be assigned to ACE by means of an Assignment and Assumption Agreement to be approved as to form and content by SGVCOG's General Counsel as provided in this Agreement (refer to Section 11 following) effective upon the Transfer Date of this Agreement. Any such leases and administrative agreements that cannot be assigned will be terminated prior to the Transfer Date, and new leases and/or administrative agreements will be negotiated and executed by ACE to be effective prior to or as of

the Transfer Date. ACE will pay all costs associated with new leases and administrative agreements and the termination of existing leases and administrative agreements.

(b) Contracts for Services, Consultants and Contractors and with UPRR and Public Agencies. The ACE Construction Authority, on behalf of the SGVCOG, has entered into 39 active contracts for services, consultants and contractors and with UPRR and public agencies. A complete listing of all of the active contracts of the ACE Construction Authority is presented in Exhibit B. ACE represents and warrants that Exhibit B is a complete list of all contracts for services, consultants and contractors and with UPRR and public agencies, and it shall hold SGVCOG free and harmless from all such contracts, whether or not listed on Exhibit B. It is the intent of the Parties that, to the extent possible, all of these contracts, including all of the responsibilities, obligations, costs, and liabilities associated therewith, will be assigned to ACE by means of an Assignment and Assumption Agreement to be approved as to form and content by SGVCOG's General Counsel as provided in this Agreement (refer to Section 11 following) as of the Transfer Date of this Agreement. Assignment and assumption agreements to be effective on the Transfer Date, or new agreements, will be prepared and executed to address any contracts for which assignment is not possible or appropriate. All costs associated with such assignment and assumption agreements or new agreements will be paid by ACE. A standard form assignment and assumption agreement, acceptable to both Parties is contained in Exhibit C.

(c) Real Property. The ACE Construction Authority, in the name of the SGVCOG, has acquired certain real property rights in connection with various Grade Separation Projects within the ACE Project. Generally such property rights have been transferred to a public agency or the UPRR upon the completion of the associated Grade Separation Project(s). If a transfer to a public agency or the UPRR is not appropriate or feasible, then the property rights have been disposed of as surplus property upon completion of the associated Grade Separation Project(s). A complete listing of all of the property rights currently held by the ACE Construction Authority in the name of the SGVCOG is contained in Exhibit D. ACE represents and warrants that Exhibit D is a complete list of all real property rights held by SGVCOG related to the ACE Project. It is the intent of the Parties that all of these property rights will be assigned to ACE by means of grant deeds effective as of the Transfer Date under this Agreement. It is further the intent of the Parties that ACE shall indemnify SGVCOG from any and all liability of any kind, now or in the future, with respect to any property rights acquired for the ACE Project, including those identified in Exhibit D and those disposed of prior to the date of this Agreement.

(d) Bank and Investment Accounts. The ACE Construction Authority, on behalf of the SGVCOG, has maintained a number of bank and investment accounts to facilitate the payment of bills, accept grant and other funds and invest those funds not immediately needed. A complete listing of all of the bank and investment accounts currently held by the ACE Construction Authority in the name of or for the benefit of the

SGVCOG is contained in Exhibit E. ACE represents and warrants that Exhibit E is a complete list of all bank and investment accounts held by SGVCOG related to the ACE Project. It is the intent of the Parties that all funds associated with the accounts listed in Exhibit E be transferred to new accounts established by ACE in accordance with the procedures of all of the entities holding the accounts listed in Exhibit E . It is further the intent of the Parties that the transfer of all funds, as described above, be accomplished as of the Transfer Date or as soon as possible thereafter. It is further the intent of the Parties that ACE's indemnification of SGVCOG for all liabilities associated with the ACE Project as set forth below shall include any future arbitrage costs, IRS penalties, or any other liabilities or obligations that may occur or accrue as a result of holding these investments or investment accounts.

SECTION 6: FUNDING AGREEMENTS

6.01 Background. The ACE Project has been funded from federal, state, regional and local sources and by the UPRR. Federal funds have come from the Federal Highway Administration and the Federal Railroad Administration (both sources administered through Caltrans). State funding has come from the State Transportation Improvement Program, the Transportation Congestion Relief Program, the 2006 State Transportation Bond (Prop. 1B), and the Public Utility Commission grade crossing elimination program (Section 190). All are administered through Caltrans. Regional and/or local funds come from the Los Angeles County Metropolitan Transportation Authority and contributions to various projects from cities or Los Angeles County. In addition, local jurisdictions can (and have) fully funded betterments for individual Grade Separation Projects.

6.02 Current Funding Agreements. Exhibit F lists the active funding agreements that are being used by the ACE Construction Authority as sources of funds for the ACE Project. ACE represents and warrants that Exhibit F is a complete list of all active funding agreements related to the ACE Project.

6.03 Transfer of Funding and Loan Agreements. Each entity providing funding or loans to the ACE Project will employ its own specific procedures for the transfer of its funding or loan agreement from the ACE Construction Authority on behalf of the SGVCOG to ACE. ACE will ensure compliance with all such procedures such that effective as of the Transfer Date all funding and agreements for the ACE Project will have been assigned, novated or otherwise transferred from the ACE Construction Authority, on behalf of the SGVCOG, to ACE. Both SGVCOG's General Counsel and SGVCOG's Governing Board shall have the right to review and approve all such assignments, novations or transfer agreements prior to their execution.

SECTION 7: GRANT ANTICIPATION NOTES

7.01 From 2001 through the Effective Date the SGVCOG has used tax exempt Grant Anticipation Notes (GANs) to fund the working capital requirements of the ACE Project. No later than the Transfer Date all outstanding notes will be completely retired and all note obligations satisfied and no new notes will be issued in the name of the SGVCOG.

ACE will arrange an operating capital loan from the Los Angeles County Transportation Authority to replace the operating funds that have been available through GANs. If the loan is first arranged in the name of the ACE Construction Authority on behalf of the SGVCOG, ACE will arrange for said loan to be transferred to ACE as of the Transfer date as indicated in Section 6.03 above.

SECTION 8: CALPERS TERMINATION

8.01 Current CalPERS Program for ACE Construction Authority. ACE Construction Authority Employees are currently covered under a CalPERS retirement plan contract between SGVCOG and CalPERS. The key elements of the plan are:

Benefit Formula is 2% @ Age 55;
Three year average final compensation period;
2% COLA; and
No participation in CalPERS health plan.

8.02 Termination Process.

(a) New ACE Contract with CalPERS. Currently SGVCOG contracts with CalPERS for retirement benefits that cover existing SGVCOG employees including ACE Construction Authority Employees (the "SGVCOG Contract"). Not later than the Transfer Date, ACE will enter into a contract with CalPERS for all ACE employees, including all ACE Construction Authority Employees (the "ACE Contract") and the ACE Contract will be in substantially the same form as the SGVCOG Contract. Except in accordance with the terms of the Reallocation Agreement described in Section 8.02 (b), the SGVCOG Contract will not be changed by any action undertaken by ACE. Retirement benefits for SGVCOG employees, past, current and future, but exclusive of all ACE Construction Authority Employees, will be handled through the SGVCOG Contract. In making this Agreement, the Parties anticipate that CalPERS will place the ACE and SGVCOG Contracts in a single risk pool for small public entities and any unfunded liabilities for the ACE and SGVCOG Contracts will be shared among all entities within the pool and not applied to the SGVCOG and ACE individually.

(b) Payment and Reimbursement of Costs. ACE and the SGVCOG will be responsible for all payments to CalPERS for the respective ACE Contract and SGVCOG Contract commencing on the Transfer Date. ACE will reimburse the SGVCOG for any CalPERS costs incurred by the SGVCOG and

associated with the creation of the ACE Contract and the inclusion of ACE Construction Authority Employees in CalPERS membership through the ACE Contract.

(c) Reallocation Agreement. Prior to the Transfer Date, ACE, the SGVCOG and CalPERS will enter into a Reallocation Agreement, if the terms of the Reallocation Agreement are acceptable to the Parties and CalPERS. Any Reallocation Agreement must provide for the following:

(i) The SGVCOG will disclaim any right to or benefit from the assets of, including all payments made on behalf of, ACE Construction Authority Employees in connection with the SGVCOG Contract, to the extent permitted by law and consistent with the fact that both SGVCOG and ACE will be placed in the same risk pool by CalPERS; and

(ii) ACE will expressly assume all obligations, liabilities and duties associated with the ACE Construction Employees as a result of their past membership in CalPERS under the SGVCOG Contract and their continuing membership in CalPERS under the ACE Contract.

When the Parties have received information from CalPERS regarding whether ACE will be permitted to join CalPERS as a limited term JPA and thus fund most or all of its PERS related liabilities upon joining or within a shorter time period than other JPAs would be required to do, the Parties will reopen Section 8 of this Agreement to discuss whether any changes should be made to this Section, including, but not limited to, section 8.03 hereof.

(d) Final Regulations. ACE will warrant to CalPERS that it is an agency or instrumentality of a state or a political subdivision of a state that is eligible to participate in a government plan within the meaning of Section 414(d) of the Internal Revenue Code of 1986, as amended. Further ACE will acknowledge to CalPERS that ACE shall be subject to a determination by CalPERS that ACE is eligible to participate in a government plan upon publication of final Treasury Regulations on government plans pursuant to Section 414(d) of the Internal Revenue Code of 1986 (the "Final Regulations").

(e) Indemnification of SGVCOG for CalPERS Matters. Notwithstanding any other section of this Agreement, from and after the Transfer Date, ACE shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the SGVCOG and the SGVCOG Parties (as such term is defined in Section 12.03 of this Agreement) from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys' fees arising out of or associated with (i) all obligations, duties, responsibilities, benefits and costs associated with all ACE employees, including ACE Construction Authority Employees, as a result their membership in CalPERS under the SGVCOG Contract

or the ACE Contract including all unfunded CalPERS liabilities of said ACE employees and ACE Construction Authority Employees; and (ii) all ACE obligations, duties, responsibilities and liabilities associated with the Final Regulations and any CalPERS determinations regarding ACE associated therewith except to the extent that such suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys' fees are the result of the gross negligence or wrongful actions or omissions of the SGVCOG Board or relate solely to employees of the SGVCOG who were never, at any time, ACE Construction Authority Employees. ACE represents and warrants that it is not aware of any gross negligence or wrongful actions or omissions on the part of the SGVCOG Board relating to CalPERS matters. ACE further represents and warrants that it believes the ACE Construction Authority's management of the SGVCOG CalPERS Contract has been performed properly, legally and without negligence or misconduct.

(f) Indemnification of ACE for CalPERS Matters. Notwithstanding any other section of this Agreement, from and after the Transfer Date, the SGVCOG shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the ACE Parties (as such term is defined in Section 12.05 of this Agreement) from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys' fees arising out of or associated with (i) all obligations, duties, responsibilities, benefits and costs associated with all SGVCOG employees, but not including ACE Construction Authority Employees, as a result their membership in CalPERS under the SGVCOG Contract including all unfunded CalPERS liabilities of said SGVCOG employees but exclusive of ACE Construction Authority Employees; and (ii) all SGVCOG obligations, duties, responsibilities and liabilities associated with the Final Regulations and any CalPERS determinations regarding SGVCOG associated therewith except to the extent that such suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys' fees are the result of the gross negligence or wrongful actions or omissions of ACE or relate solely to ACE Construction Authority Employees or ACE employees.

8.03 <u>Escrow or Trust Accounts for CalPERS-Related Liabilities.</u> CalPERS' assessment of the SGVCOG's unfunded liability for the ACE Construction Authority Employees as of June 30, 2011 is $741,590.00 and CalPERS' assessment of the costs to be paid to CalPERS to terminate a public agency contract providing retirement benefits for the ACE Construction Authority Employees, also as of June 30, 2011, is $2,603,354.00 (Exhibit G). CalPERS plans to update its assessments of unfunded liability and termination costs on an annual basis. At least ten (10) days prior to the Transfer Date ACE shall establish an escrow account or a trust account, the terms and conditions of which shall be acceptable to the SGVCOG, in an amount sufficient to pay either the CalPERS' assessment of unfunded liability or the CalPERS established contract termination costs for the ACE Construction Authority Employees

and ACE employees, whichever is greater. Any interest obtained from such escrow or trust account shall accrue to the benefit of ACE and all costs associated with opening and maintaining the escrow or trust account shall be borne by ACE. Should CalPERS subsequently increase its assessment of the unfunded liability and/or termination costs associated with the ACE Construction Authority Employees and ACE employees, then ACE will increase the funds deposited in escrow or trust by an amount sufficient to pay the new unfunded liability assessment or termination cost assessment, whichever is greater. The terms of the escrow or trust account shall allow ACE to reduce the funds deposited in escrow or trust by the same amount of any reduction in the CalPERS assessment of unfunded liability and/or termination costs as long as the funds remaining in escrow or trust are sufficient to pay either the new unfunded liability assessment or the new termination cost assessment, whichever is greater. However, in no event shall the funds deposited in escrow or trust be reduced below the sum of $2,603,354 unless and until ACE has terminated its CalPERS Agreement and paid any and all associated termination costs.

CalPERS has not yet prepared an assessment of the SGVCOG's unfunded liability for the employees of the SGVCOG who have never been ACE Construction Authority Employees or an assessment of the termination costs for the SGVCOG covering only SGVCOG employees who have never been ACE Construction Authority Employees. The parties agree that ACE shall have no obligation or responsibility for any liability which may be associated with employees of the SGVCOG who have never been ACE Construction Authority Employees except to the extent required by ACE's participation in its assigned CalPERS risk pool, or except to the extent that such employees may at some time in the future become ACE employees.

The parties agree that, as a condition precedent to the Transfer, ACE shall cause its Joint Powers Agreement ("JPA Agreement") to be modified to explicitly include this provision in the JPA Agreement. The JPA Agreement including this provision shall not be amended by ACE without providing at least thirty (30) days' notice in writing to the SGVCOG.

Notwithstanding any other term or condition of this or any other Agreement, ACE shall hold SGVCOG free and harmless from any liability, demand, suit, contractual liability, or other claim of any kind from CalPERS with respect to the ACE Construction Authority Employees, whether employed by ACE after the Transfer Date or not, and ACE employees. Moreover, notwithstanding any other term or condition of this or any other Agreement, SGVCOG shall hold ACE free and harmless from any liability, demand, suit, contractual liability, or other claim of any kind from CalPERS with respect to SGVCOG employees who were not ACE Construction Authority Employees at any time.

8.04 <u>CalPERS Contract Administration.</u> ACE or ACE Construction Authority staff will continue administration of the SGVCOG CalPERS contract until

ACE is no longer participating in the SGVCOG CalPERS contract. All reports, communications or other administrative actions conducted by the ACE Construction Authority staff will be copied to SGVCOG's Executive Director. The written consent of SGVCOG's Executive Director or Board shall be required for any action beyond routine administration of the contract.

SECTION 9: EXISTING LITIGATION

9.01 Eminent Domain. The ACE Construction Authority has generally been able to acquire most of the property rights needed for the ACE Project through negotiations with the holders of those rights. However, the ACE Construction Authority has had to commence eminent domain litigation in connection with certain property rights that must be acquired for specific Grade Separation Projects.

Listed in Exhibit H are the active eminent domain litigation matters in which the ACE Construction Authority is a party as of the Effective Date of this Agreement. Also listed is the case number and status of each litigation matter and the law firm representing the ACE Construction Authority in each matter. ACE represents and warrants that Exhibit H is a complete list of all active eminent domain litigation matters, and it shall hold SGVCOG free and harmless with respect to all eminent domain litigation matters, whether or not listed on Exhibit H.

The Parties agree that on the Transfer Date, or as soon as possible thereafter, attorneys representing the ACE Construction Authority will file motions to the respective courts to substitute ACE for the ACE Construction Authority as party plaintiff in each active eminent domain litigation matter. The Parties further agree that all litigation costs associated with each eminent domain litigation matter will become the responsibility of ACE as of the Transfer Date, regardless of whether or when ACE is substituted as a party plaintiff in such matter.

ACE shall hold SGVCOG free and harmless from any and all liability associated with any past, current or future eminent domain litigation matter, including any payment for property rights, relocation benefits, attorney's fees, or other costs or expenses.

9.02 Other Litigation Matters. The ACE Construction Authority is not a party in any other litigation matter as of the Effective Date of this Agreement. Should any litigation matters be filed after the Effective Date of this Agreement against SCVCOG arising from or relating to the ACE Construction Authority or the ACE Project, ACE shall notify SGVCOG in writing within five (5) days of receiving notice of such matters and ACE shall defend and indemnify SGVCOG from any such litigation and shall hold SGVCOG free and harmless from any liability associated with such litigation.

SECTION 10: OUTSTANDING FINANCIAL OBLIGATIONS

10.01 ACE. As of the Effective Date, the Parties agree that ACE has no outstanding financial obligations to the SGVCOG, except that ACE agrees to be responsible for the payment of any unpaid bills or invoices associated with work performed by attorneys or consultants representing the SGVCOG in connection with this Agreement and/or the transfer of the ACE Project from the ACE Construction Authority to ACE, which payments shall be made in full by ACE prior to the Transfer Date, and except for any payments which may be required to address the CalPERS obligations with respect to ACE Construction Authority Employees, or pending eminent domain litigation matters.

10.02 SGVCOG. As of the Effective Date, the Parties agree that the SGVCOG has no outstanding financial obligations to ACE except for any payments which may be required to address the CalPERS obligations with respect to SGVCOG Employees as discussed in Section 8.03.

SECTION 11: TRANSFER AND ASSIGNMENT

11.01 Assignment of Contracts to ACE. For value received as herein identified in this Agreement and/or otherwise, the SGVCOG transfers and assigns to ACE all rights, title and interest held by SGVCOG in the contracts listed in Exhibit B effective as of the Transfer Date as defined herein and as may be extended in accordance with the terms of this Agreement.

The SGVCOG makes no warranties or representations as to the contracts listed in Exhibit B. ACE assumes any and all risk related to the effectiveness and assignability and whether SGVCOG has the full right and authority to transfer each such contract and whether the contract rights being all transferred are free of lien, encumbrance or adverse claim.

ACE assumes and agrees to perform all the remaining obligations of the SGVCOG under each such contract listed in Exhibit B and agrees to hold the SGVCOG harmless from any claim or demand under each such contract. Each of the contracts shall be transferred by an Assignment and Assumption Agreement in a form approved by the SGVCOG's General Counsel. Any contracts not transferred by Assignment and Assumption Agreement shall be terminated prior to the Transfer Date.

The Parties agree that the assignment of each of the contracts identified in Exhibit B shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

11.02 Assignment of Property Rights. For value received as herein identified in this Agreement and/or otherwise, the SGVCOG transfers and assigns to ACE all property rights, titles and interests held by SGVCOG as listed in Exhibit D as of the

Transfer Date as defined herein and as may be extended by the terms of this Agreement.

The SGVCOG makes no warranties or representations, and ACE assumes all risks relating to whether any or all property rights, titles and interests listed in Exhibit D are held by the SGVCOG, or as to whether all limitations, exclusions, deed restrictions or restrictions of any other type are fully disclosed in Exhibit D. The SGVCOG makes no warranties or representations, and ACE assumes all risks relating to whether any or all of the rights, titles and interests listed in Exhibit D are fully assignable or as to whether SGVCOG has the full right and authority to transfer any or all such property rights and that the property rights being transferred are free of lien, encumbrance or adverse claim.

ACE assumes and agrees to perform all the remaining obligations associated with each of the property rights, titles and interests listed in Exhibit D and agrees to hold the SGVCOG harmless from any costs, claims or demands associated with any of the rights, titles or interests identified in Exhibit D, including, but not limited to, the costs of investigating or remediating hazardous substances on, associated with or related to the rights, titles and interests identified in Exhibit D.

The Parties agree that the assignment of each of the rights, titles and interests identified in Exhibit D shall be accomplished by grant deeds approved by each of the Parties hereto and shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

SECTION 12: INDEMNIFICATION AND RELEASE

12.01 Releases by ACE. ACE, for itself, its successors and assigns, hereby waives, releases and forever discharges SGVCOG, and its Board, Members, assigns, agents, consultants and contractors and any other person or entity acting on behalf of SGVCOG (collectively the "SGVCOG Parties"), of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which ACE now has or which ACE may have in the future on account of or in any way arising out of or in connection with the ACE Project and/or the SGVCOG, including, without limitation, any of the individual Grade Separation Projects or Safety Projects undertaken by the ACE Construction Authority on behalf of the SGVCOG (collectively the "ACE Claims"). Nothing in this Section 12.01 is intended to release any claim ACE may have for defense, indemnification, contribution, or other liability in connection with the ACE Project from or to any third party, whether from acts arising prior to the Transfer Date or after that date.

12.02 General Release by ACE. ACE hereby acknowledges that it has either consulted with legal counsel or had an opportunity to consult with legal counsel regarding the provisions of California Civil Code Section 1542, which provides as

follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor"

ACE acknowledges that it may have claims, damages, losses or costs relating to the ACE Project and the ACE Construction Authority Employees which are presently unknown and unsuspected which may give rise to further claims, damages, losses or cost in the future. Nevertheless, ACE hereby acknowledges that this Agreement has been negotiated and agreed upon with complete understanding of said possibility and hereby expressly waives as to SGVCOG and the SGVCOG Parties, any and all rights which ACE may have under California Civil Code Section 1542 or any other statute or common law of similar effect.

AGREED AND UNDERSTOOD

_____

Initials of ACE Representative

12.03 <u>ACE Indemnity.</u> From and after the Transfer Date, ACE shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the SGVCOG and the SGVCOG Parties from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys fees, in any way arising out of or associated with: (a) any and all responsibilities of ACE under this Agreement; (b) the ACE Project, including any authorized additions to that Project under this Agreement, from its inception to its completion; (c) ACE, including, without limitation, any of the projects undertaken by ACE; and (d) the ACE Construction Authority, including, without limitation, any of the projects undertaken by the ACE Construction Authority and any and all claims and liabilities of any kind relating to any real property acquired, used, owned, developed or included within any aspect of the ACE Project, except to the extent such suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys fees, are caused by or the result of gross negligence or wrongful actions or omissions of the SGVCOG Governing Board, SGVCOG Members (except Members who leave Membership in SGVCOG and become Members in ACE) and their employees, agents, contractors, consultants and representatives, or the SGVCOG's Executive Director acting on behalf of the SGVCOG.

12.04 <u>Insurance.</u> ACE shall procure insurance to protect the SGVCOG

against third party lawsuits related to all work undertaken by the ACE Construction Authority prior to the Transfer Date. The insurance coverage provided by ACE, when combined with any insurance provided by contractors who have undertaken work on the ACE Project, shall provide $20 million of total liability coverage to the SGVCOG and shall cover any claims made by third parties for a period of ten (10) years from the Transfer Date. In addition, ACE shall acquire a policy of insurance that provides liability coverage to the SGVCOG in the minimum amount of $20 million, which insurance shall be effective on or before the completion and acceptance by ACE of the last-completed Grade Separation Project within the ACE Project for which final design and/or construction work commenced before the Transfer Date and which insurance shall continue in effect for a minimum period of ten (10) years after the acceptance of said Grade Separation Project by ACE. Moreover, when the Parties have received information from the risk management consultant hired by the ACE Construction Authority to evaluate the types of insurance coverage and the availability of insurance policies applicable to this Agreement, the Parties shall reopen Section 12.04 of this Agreement to determine if any changes should be made.

12.05 Releases by SGVCOG. SGVCOG, for itself, its successors and assigns, hereby waives, releases and forever discharges ACE, and its Board, but excluding individual Members of the ACE Board who were or are currently Members of the SGVCOG (collectively the "ACE Parties"), of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which SGVCOG now has or which SGVCOG may have in the future on account of or in any way arising out of or in connection with the SGVCOG's acts or omissions with respect to SGVCOG's activities other than the ACE Project, the ACE Construction Authority, or any liabilities associated with the ACE Construction Authority Employees (collectively the "SGVCOG Claims"), except to the extent the SGVCOG Claims result from the gross negligence or wrongful actions or omissions of ACE or any of the ACE Parties. Nothing in this Release is intended to release any claim SGVCOG may have for defense, indemnification, contribution or other liability in connection with the ACE Project from ACE or any third party, whether from acts arising prior to the Transfer Date or after that date.

12.06 SGVCOG Indemnity. From and after the Transfer Date, SGVCOG shall, to the maximum extent permitted by law, indemnify, defend and hold harmless ACE and the ACE Parties from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys fees, in any way arising out of or associated with acts or omissions relating to or associated with: (a) the criminal charges pending against the former SGVCOG Executive Director and associated indemnity claims; and (b) any and all responsibilities of the SGVCOG under this Agreement, except to the extent such suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorneys fees, are the

result of gross negligence or wrongful actions or omissions of ACE or the ACE Construction Authority Employees. To the extent that any current or former member city of the SGVCOG was a member at the time of any event which would give rise to SGVCOG's duty to indemnify pursuant to this paragraph, its responsibility to participate in any such indemnification shall not be affected by this paragraph, nor shall such current or former member be entitled to indemnification under this section solely as a result of its withdrawal from SGVCOG Membership. All current or former SGVCOG members' rights to indemnification from the SGVCOG shall be governed exclusively by the SGVCOG Joint Powers Authority Agreement.

SECTION 13: MISCELLANEOUS

13.01 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

13.02 Headings. The section headings in this Agreement are for convenience only and will not be used for any purpose in the interpretation of the Agreement.

13.03 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the parties that the remainder of this Agreement will not be affected but will remain in full force and effect.

13.04 Incorporation of Exhibits. All of the exhibits attached to this Agreement are hereby incorporated by this reference.

13.05 Amendments. This Agreement cannot be modified or amended in any way except in writing, signed by the Parties.

13.06 Entire Agreement. This Agreement constitutes a single, integrated, written contract expressing the entire agreement of the Parties. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as specifically set forth herein. All prior discussions and negotiations have been and are merged and integrated into, and superseded by, this Agreement.

13.07 Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this Agreement will be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder will be deemed a waiver of any other or subsequent breach.

13.08 No Presumption against Drafting Party. This Agreement and the provisions contained therein will not be construed or interpreted for or against any Party because that Party drafted or caused its legal representative to draft any of the Agreement's provisions.

13.09 Notices. Any communication, notice, or demand of any kind whatsoever which any party may be required or may desire to give to or serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

ACE: Alameda Corridor East Joint Powers Authority
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Attn: Mark Christoffels, CEO
Telephone: (626) 962-9292

SGVCOG: San Gabriel Valley Council of Governments
1000 South Fremont, Unit 42
Suite 10210
Alhambra, CA 91803

Any Party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service, or three days after being placed in the U.S. Mail, if mailed.

13.10 Attorney's Fees. In the event of any litigation involving the Parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or to seek a declaration of the rights of either party under this Agreement, the prevailing party will be entitled to recover from the other such attorneys' fees and costs as may be reasonably incurred.

13.11 Assignment. This Agreement will be binding upon and inure to the benefit of each of the Parties hereto and to their respective transferees, successors, and assigns. No Party may assign its rights or obligations under this Agreement to a third party without the written consent of the other Parties, except where assignment occurs as a result of a sale or transfer of all or substantially all of a Party's assets pursuant to merger, sale, consolidation, combination, or order or decree of governmental authority.

13.12 No Third-Party Beneficiaries. No party is meant to be or will be construed to be a third-party beneficiary of this Agreement.

13.13 Inducements to Execute. The making, execution, and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressly set forth herein.

13.14 Effective Date of Agreement. The Effective Date of this

Agreement shall be the date on which this Agreement has been executed by representatives of both of the Parties, whose executions shall have been properly approved by the legislative bodies of each of the Parties.

13.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which, taken together, will constitute one in the same Agreement. Executed documents delivered electronically will be accepted as if they were originals, but the deliverer of such documents will deliver originals as soon thereafter as reasonably practicable.

In WITNESS HEREOF, the Parties hereto have executed this Agreement to Transfer ACE Project effective on the date first written above.

San Gabriel Valley Council of Governments

By: _____
President

Alameda Corridor East Joint Powers Authority

By; _____
Chairperson

Exhibit A

Current Office and Equipment Leases and Administrative Agreements
for
ACE Construction Authority

EXHIBIT A

ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY
SCHEDULE OF OFFICE AGREEMENTS

VENDOR	SERVICE	NAMED
Pitney Bowes	Postage machine & scale rental	ACE Construction Authority
Xerox	Lease of copiers/scanners	ACE Construction Authority
Source Graphics	Lease of plotter for full size drawings	ACE Construction Authority
Telepacific	Office phone service provider	ACE Construction Authority
Megapath	T-1, DSL internet services provider	ACE Construction Authority
Allied Administrators	Employee dental insurance – Delta Dental	ACE Construction Authority
Beneficial Administrators	Employee vision insurance - VSP	ACE Construction Authority
Kaiser Permanente	Employee medical insurance	ACE Construction Authority
Unum	Employee LTD, life insurance	ACE Construction Authority
Chartis	Employee workers compensation insurance	ACE Construction Authority
ICMA	Employee retirement program (2 accounts)	ACE Construction Authority
Paychex	Payroll service provider	ACE Construction Authority
National Union Fire Insurance	Excess liability insurance for projects: Baldwin, Nogales & San Gabriel Trench	ACE Construction Authority of the San Gabriel Valley Council of Governments
National Union Fire Insurance	Commercial crime insurance	ACE Construction Authority of the San Gabriel Valley Council of Governments
Allied World Assurance	General liability insurance inc. ACE staff use of personal vehicles for company business, vacant land until construction	ACE Construction Authority of the San Gabriel Valley Council of Governments
Pen-Star Insurance	General liability for residential units (if applicable)	ACE Construction Authority of the San Gabriel Valley Council of Governments
National Union Fire Insurance	Public officials errors & omissions including employment practice	ACE Construction Authority of the San Gabriel Valley Council of Governments
Various	Special Property Insurance Program – general office contents & all acquired non-residential properties owned by ACE	ACE Construction Authority of the San Gabriel Valley Council of Governments
Metlife	Office lease	ACE Construction Authority of the San Gabriel Valley Council of Governments
Shred it	Shredding services for documents scanned but not kept in files such as labor	ACE Construction Authority

Exhibit B

Current Contracts for Services and Consultants and Contracts with
UPRR and Public Agencies
for
ACE Construction Authority

List of Agreements between ACE and UPRR

Master Agreement Construction, Operation and Maintenance of Highway-Railroad Underpasses between ACE and UPRR – dated 12/04/2001

Construction, Operation and Maintenance Agreement between ACE and UPRR for the San Gabriel Trench Project – June 21, 2011

Construction, Operation and Maintenance Agreement between ACE and UPRR for Baldwin Avenue Underpass Project – Nov. 28, 2011

Construction, Operation and Maintenance Agreement between ACE and UPRR for Nogales (LA Sub) Underpass Project – Jan. 23, 2012

Construction, Operation and Maintenance Agreement between ACE and UPRR for Temple Avenue Underpass Project – March 26, 2009

Agreement Regarding the Modification, Operation and Maintenance of a Culver Box Structure and Rubio Wash for the San Gabriel Trench Project between ACE and UPRR – Pending execution on behalf of UPRR

List of Agreements between ACE and Cities

Agreement Regarding the Construction of Grade Crossing Safety Improvements and Grade Separation Projects between ACE and City of Pomona – March 6, 2000

Agreement Regarding the Construction of Grade Crossing Safety Improvements and Grade Separation Projects between ACE and City of El Monte – March 9, 2000

First Amendment to Agreement of Feb. 24, 2000 between ACE and City of Industry regarding the construction of grade crossing safety improvements and grade separation projects by ACE – Nov. 26, 2012

Amendment No. 1 to July 18, 2000 Agreement between ACE & City of Diamond Bar regarding the construction of grade crossing safety improvements and grade separation projects by ACE – June 24, 2013

Betterment agreement between ACE and City of Industry regarding the installation of intersection improvements at Fairway Drive and Walnut Drive in conjunction with the Fairway Drive project – Nov. 12, 2012

Amendment No. 1 to Agreement No. 00-772 between the City of Pico Rivera and ACE regarding the construction of grade crossing safety improvements and grade separation projects by ACE – Nov. 13, 2012 for Durfee Ave

Agreement Regarding the Design and Construction of Nogales Street (LA Sub) Grade Separation between City of Industry and ACE – Oct 15, 2010

Mitigation Agreement between ACE and City of Alhambra for the San Gabriel Trench Project – Dec. 31, 2009

Betterment Agreement between the City of San Gabriel, San Gabriel Redevelopment Agency and ACE regarding construction of various items as part of the construction of San Gabriel Trench Grade Separation Project – March 9, 2011

List of Agreements between ACE and Public Agencies

Cooperative Agreement for Design and Construction of Grade Separation Projects between ACE and Los Angeles County Flood Control District – Jan 29, 2013

Agreement Regarding the Design and Construction of Grade Separation Projects by ACE on behalf of the County of Los Angeles – Jan 29, 2013

Amendment No. 1 to the Agreement Dated May 10, 2011 between the County of Los Angeles and the Los Angeles County Flood Control District and ACE for the Nogales LA Sub Grade Separation Project – April 16, 2013

Betterment Agreement Regarding the Installation of Improvements on Valley Blvd in Conjunction with the Puente Ave Grade Separation Project on behalf of the County of Los Angeles - Pending execution on behalf of LACDPW

Agreement Regarding the Design and Construction of Nogales Street (LA Sub) Grade Separation Project by ACE on behalf of the County of Los Angeles and the Los Angeles County Flood Control District – May 10, 2011

Agreement Regarding the Design and Construction of the San Gabriel Trench Grade Separation Project by ACE on behalf of the County of Los Angeles and the Los Angeles County Flood Control District – Oct. 9, 2012

EXHIBIT B (Part II)

Alameda Corridor-East Project

Active Contracts as of July 1, 2013

PROFESSIONAL SERVICES

Contractor Name	Contract No.	Description of Work	Contract Value
AECOM	00-01F	Design & Engineering Services for Baldwin Avenue Grade Separation	$ 3,524,003.00
AECOM	00-01G	Design & Engineering Services for Nogales Street (LA Sub) Grade Separation	$ 4,535,546.00
AECOM	01-03B	Pre-Construction Management Services	$ 204,645.00
AECOM	01-03D	Construction Management Services	$ 15,254,886.00
AECOM	12-03A	Design & Engineering Services for Hamilton Boulevard Grade Separation	$ 1,065,447.00
BICEP	01-04	Risk Management Services	$ 900,000.00
Biggs Cardosa Associates Inc.	12-03B	Design & Engineering Services for Fullerton Road Grade Separation	$ 2,567,334.00
Burke, Williams & Sorensen, LLP	09-02	General Counsel and Property Acquisition Legal Services	$ 2,416,040.00
CH2MHILL, Inc.	10-06A	Design & Engineering Services for Fairway Drive Grade Separation	$ 6,013,974.00
Capital Representation Group	98-04	State Legislative Services	$ 871,669.00
David Lang & Associates	08-09	Community Outreach	$ 965,000.00
Del Richardson & Associates, Inc.	08-05	Right of Way Relocations Services	$ 1,314,921.00
Epic Land Solutions, Inc.	09-10	Property Acquisition and Relocation Assistance Services	$ 2,365,734.00
First Southwest Company	00-05	Financial Advisory Services	$ 259,525.00
HDR Engineering, Inc.	13-01A	Right of Way Services	$ 448,186.00
HDR Engineering, Inc.	01-01	Design & Engineering Services - Temple Avenue Train Diversion Project	$ 7,459,350.00
J.L. Patterson & Associates, Inc.	08-06	Railroad Engineering & Railroad Safety Training	$ 1,958,609.00
J.L. Patterson & Associates, Inc.	12-02	UPRR Invoice Reviews	$ 250,000.00
Jacobs Management Co.	10-03	Construction Management Services for San Gabriel Trench Grade Separation Project	$ 18,966,130.00
LSA Associates, Inc.	10-07	Environmental Services	$ 601,397.00
Lee Andrews Group	08-08	Community Outreach	$ 8,917,130.00
Lubka & White LLP	12-06	Legal Services - Construction	$ 50,000.00
MWH Americas, Inc.	08-11	Environmental Management	$ 1,977,993.00
Moffatt & Nichol	07-03	Design and Engineering Services for the San Gabriel Trench Grade Separation	$ 28,487,540.00
Moffatt & Nichol	10-06B	Preliminary Engineering and Final Design Services for Puente Avenue Grade Separation	$ 5,909,855.00
Oliver, Sandifer & Murphy	09-09	Property Acquisition Legal Services	$ 2,184,892.00
Paragon Partners Ltd	08-04	Right of Way Acquisition Services	$ 17,484,351.00
Paragon Partners Ltd	13-01B	Right of Way Acquisition Services	$ 626,171.00
Parsons Brinckerhoff, Inc.	09-05	Construction Management Services for Nogales St.	$ 5,478,007.00
Parsons Brinckerhoff, Inc.	12-07A	Construction Management Services for Fairway Drive	$ 119,722.00
Parsons Brinckerhoff, Inc.	01-03C	Pre-Construction Management Services	$ 14,610,661.00
Parsons Transportation Group	12-07B	Construction Management Services for Puente Avenue	$ 202,318.00
Prince Global Solutions	08-03	Federal Legislative Advocacy	$ 1,294,559.00
SWCA Environmental Consultants	10-04	Cultural Resources Management Services for the San Gabriel Trench Project	$ 5,081,432.00
URS Corporation	12-03C	Project	$ 1,332,930.00
Vazquez & Company LLP	09-04	Financial Audit Services	$ 183,750.00
Wagner Engineering & Survey	08-07	Surveying and Mapping	$ 2,786,932.00

CONSTRUCTION SERVICES

Contractor Name	Contract No.	Description of Work	Contract Value
Clauss Construction	08-12	On-Call Demolition & Construction Related Services	$ 264,058.00
Griffith Company	12-05	Nogales Street Grade Separation - Construction	$ 47,365,888.00
Interior Demolition, Inc.	09-07	On-Call Demolition & Construction Related Services	$ 385,000.00
Miller Environmental, Inc.	09-08	On-Call Demolition & Construction Related Services	$ 316,712.00
NCM Demolition & Remediation	09-06	On-Call Demolition & Construction Related Services	$ 141,900.00
Sully-Miller Contracting Co.	12-04	Baldwin Avenue Grade Separation - Construction	$ 21,297,495.00
Walsh Construction Co.	11-02	San Gabriel Trench Construction	$ 172,676,958.00

Exhibit C

Standard Form Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made this ____ day of _____, 2013 by and between the **ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** (hereinafter "ACE Construction Authority"), the **ALAMEDA CORRIDOR EAST JOINT POWERS AUTHORITY** (hereinafter "ACE"), and _____ (hereinafter "Consultant"), and is acknowledged and consented to by the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** (hereinafter the "SGVCOG"), with respect to the following recitals:

RECITALS

A. In 1997, the SGVCOG, a joint powers authority, commissioned a study and recommended the implementation of an Alameda Corridor - East Project (hereinafter the "ACE Project") at 55 grade crossings throughout the San Gabriel Valley to mitigate the adverse impacts of increasing freight train traffic. The ACE Project, as planned, included the installation of various Safety Projects and the elimination of certain grade crossings through the construction of underpasses and overpasses (Grade Separation Projects). In 1998, the SGVCOG created the Alameda Corridor – East Construction Authority (hereinafter, "ACE Construction Authority") to be responsible on behalf of the SGVCOG for all aspects of the ACE Project including, but not limited to, the procurement of grant funds, the creation of a project organization, planning, design and construction.

B. The ACE Construction Authority is an administrative entity of the SGVCOG that was formed and has operated in accordance with Section 6508 of the California Government Code.

C. The ACE Construction Authority has been given authority by the SGVCOG to undertake a number of actions including, but not limited to: entering into agreements on the SGVCOG's behalf with Union Pacific Railroad, consultants, contractors and other entities for all phases of work on the ACE Project.

D. In the course of undertaking the above-referenced action, the ACE Construction Authority has entered into a number of Agreements for services.

E. The member agencies of the SGVCOG have determined that it is desirable for the ACE Construction Authority and the SGVCOG to transfer all of the responsibilities and obligations of the ACE Project to a separate public entity that can provide focused guidance, leadership and oversight of the ACE Project.

F. On May 30, 2013, the SGVCOG agreed to transfer all obligations, assets, liabilities, and responsibilities for the ACE Project from the SGVCOG to ACE and to thereafter terminate the ACE Construction Authority. This transfer is memorialized in an Agreement to Transfer ACE Project ("Transfer Agreement") executed by the SGVCOG and ACE on _____ ("Effective Date") and effective on _____ (the "Transfer Date").

G. ACE Construction Authority and Consultant have in place an agreement which agreement may or may not have been previously amended (which agreement and all amendments thereto and task orders thereunder, if any, shall collectively be referred to as "Agreement") under which Consultant provides _____ _____ services to the ACE Construction Authority (hereafter, and as more specifically defined and described in the Agreement, the "Work") in furtherance of the ACE Project. The term of the Agreement expires on _____, 201_.

H. Pursuant to section __ of the Agreement, ACE Construction Authority is not required to obtain Consultant's consent prior to an assignment of ACE Construction Authority's rights and obligations under the Agreement. Notwithstanding the foregoing, Consultant acknowledges the assignment and assumption of the Agreement and agrees to all terms of this Assignment and Assumption Agreement, including but notwithstanding the amended insurance and indemnity requirements herein, as evidenced by Consultant's signature hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ACE Construction Authority, ACE, and Consultant do hereby agree that, as of 12:01 a.m. on the Transfer Date the Parties do hereby mutually agree as follows:

1. ACE Construction Authority hereby transfers, assigns and conveys to ACE all of the right, title and interest of ACE Construction Authority in and to the Agreement as the same will exist at the Transfer Date.

2. ACE hereby accepts the same as of the Transfer Date and assumes and agrees to discharge and perform all liabilities and obligations of ACE Construction Authority under the Agreement.

3. Consultant does hereby acknowledge and consent to the assignment as of the Transfer Date and agrees to continue to discharge and perform the liabilities and obligations of "Consultant" under the Agreement.

4. In addition to the foregoing, Consultant shall modify those insurance policies required by Section 22 and Exhibit H of the Agreement so that the policies name the assignee ACE, its member agencies and their elected and appointed boards, officials, officers, agents, employees, and volunteers as "additional insureds"

in addition to those persons and entities otherwise named as additional insureds per Section 22 and Exhibit H of the Agreement, which persons and entities shall remain additional insureds throughout the performance of the Agreement.

5. In addition to the foregoing, Consultant agrees that its obligations to indemnify and defend SGVCOG and ACE Construction Authority per Section 21 of the Agreement shall not terminate pursuant to this Assignment and Assumption Agreement and instead shall be extended to include the current Indemnitees and the assignee ACE, its member agencies and their elected and appointed boards, officials, officers, agents, employees, and volunteers.

6. Section 34 of the Agreement is hereby modified to direct notice as following:

To ACE:

Mark Christoffels
Chief Executive Officer
Alameda Corridor East Joint Powers Authority
4900 Rivergrade Road, Suite A120
Irwindale, California 91706
Telephone: (626) 962-9292
Facsimile: (626) 962-3552

With a copy to:

Joseph F. Silvey
General Counsel
Alameda Corridor East Joint Powers Authority
c/o Burke, Williams & Sorensen, LLP
1851 First Street, Suite 1550
Santa Ana, California, 92705
Telephone: (949) 863-3363
Facsimile: (949) 863-3350

To Consultant:

[name]
[title]
[company]
[address], Suite [##]
[city], [state], zip
Telephone: (___) ___-____
Facsimile: (___) ___-____

With Notice to SGVCOG of any default by ACE or reduction or cancelation of insurance affecting SGVCOG to:

Andrea Miller, Executive Director
SGVCOG
1000 South Fremont, Unit 42
Suite 10210
Alhambra, CA 91803

With a copy to:

Richard D. Jones, Esq.
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92833

7. Consultant, ACE Construction Authority and ACE are referred to herein as the "Parties" to this Assignment and Assumption Agreement.

8. ACE Construction Authority and SGVCOG shall be relieved of all liabilities and obligations with respect to the performance of the Agreement by ACE and/or the Consultant, and this Assignment and Assumption Agreement shall operate as a novation effective as of the Transfer Date. After the Transfer Date, ACE will look only to Consultant for satisfaction of "Consultant's" obligations under the Agreement, and Consultant will look only to ACE for the obligations of "ACE CONSTRUCTION AUTHORITY" under the Agreement, regardless of whether those obligations arose prior to the Transfer Date or after the Transfer Date.

9. Neither ACE Construction Authority nor SGVCOG shall have liability for any Work performed by Consultant under the Agreement nor for any acts or failures to act by Consultant whether before, on, or after the Transfer Date; and provided further that the Parties' rights and obligations with respect to payment of amounts due to Consultant, amounts that will become due for Work performed but not yet invoiced, and retention amounts due to Consultant and adjustments for future audit findings on or after the Transfer Date, shall be governed by the provisions of Section 8 above.

10. ACE assumes all obligations regarding and responsibility for any payment, warranty, indemnity or insurance matters as between ACE Construction Authority and the Consultant with regard to any Work performed by Consultant under the Agreement prior to the Transfer Date, except as specifically set forth in the Transfer Agreement. ACE specifically agrees, as set forth more fully in Section 11.01 of the Transfer Agreement, to hold SGVCOG and each and all of its members harmless from any claim or demand made by Consultant under the Agreement. Consultant agrees to release ACE Construction Authority and SGVCOG from any

and all claims with respect to owner liability potentially arising under the Agreement for acts, omissions, or occurrences taking place on or before the Transfer Date and to look solely to ACE with respect to such liability.

Consultant hereby acknowledges that it has either consulted with legal counsel or had an opportunity to consult with legal counsel regarding the provisions of California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor"

Consultant acknowledges that it may have claims, damages, losses or costs relating to the Agreement against the ACE Construction Authority and/or SGVCOG which are presently unknown and unsuspected which may give rise to further claims, damages, losses or cost in the future. Nevertheless, Consultant hereby acknowledges that this Agreement has been negotiated and agreed upon with complete understanding of said possibility and hereby expressly waives as to SGVCOG and the ACE Construction Authority, but not as to ACE, any and all rights which Consultant may have under California Civil Code Section 1542 or any other statute or common law of similar effect.

11. Notwithstanding any other Section of this Assignment and Assumption Agreement and/or any Section of the Agreement, any payment to Consultant of retention monies or other moneys due, as adjusted due to any audit findings, after the Transfer Date shall be made by ACE, and not by ACE Construction Authority or SGVCOG.

IN WITNESS WHEREOF, ACE Construction Authority, ACE and Consultant have caused this Assignment and Assumption Agreement to be executed by their duly authorized officers as of the Effective Date first above written.

Alameda Corridor-East Construction Authority

By_____ Date_____

Title_____

Alameda Corridor East Joint Powers Authority

By_____ Date_____

Title_____

Consultant

By_____ Date_____

Title_____

Approved:

San Gabriel Valley Council of Governments

By_____ Date_____

Title_____

Approved as to form:

By_____ Date_____
Counsel to Alameda Corridor-East Construction Authority

Exhibit D

Current List of Property Rights
for
ACE Construction Authority

EXHIBIT D

	NOGALES L.A. SUBDIVISION (SOUTH) GRADE SEPARATON-CURRENT LIST OF PROPERTY RIGHTS				
	Parcel No.	**Property Address**	**APN**	**Property Type**	**Acquisition Type/Impact**
1	20A-1	**ACE Owned** 1025 Nogales Street John Rowland 951-212-6305	8264-021-015	Vacant Parcel	Full Acquisition
2	20A-2*	**Edward Rowland LLC & W & B Woo LLC**	8264-021-028	Commercial	Part Take: Road Widening, Utility Easement- Retaining Structure. Temporary Construction Easement
3	20A*	**Edward Rowland LLC** **& B Woo LLC** 18900 Gale Ave.	8264-021-014	Commercial	Part Take: Road Widening. Temporary Construction Easement
4	20B*	**Edward Rowland LLC**	8264-021-026	Grocery	Part Take: Utility Easement- Retaining Structure. Temporary Construction Easement
5	20C*	**AMB SGP CIF California LLC** 18955 Railroad St	8264-003-018	Warehouse	Part Take: Road Widening, Utility Easement- Storm Drain, Retaining Structure. Temporary Construction Easement
6	20D*	**Industrial Park D Sub A LLC** **Majestic Realty** 18910 San Jose 60 (562)463-3467	8264-003-017	Warehouse	Part Take: Road Widening, Utility Easement- Storm Drain, Retaining Structure. Temporary Construction Easement
7	20E*	**Industrial park D Sub A LLC** **Majestic Realty Co.** 18965 San Jose Ave.	8264-003-011	Warehouse	Part Take: Road Widening.
8,9	20F	**Harold L. Anderson** 822 Nogales St. (626)965-4904	8760-004-020	Parking Lot	Part Take: Road Widening, Utility Easement- Storm Drain. Temporary Construction Easement
			8760-004-003		Part Take: Utility Easement- storm drain, Temporary Construction Easement
10	20G	***Industry Equipment Rentals Inc.*** Harold Anderson 830 Nogales St. (626) 965-4904	8760-004-021	*Equipment Rental*	*Part Take: Road Widening, Utility Easement- Storm Drain. Temporary Construction Easement*
11	20H	**Stephen Williams** 854 Nogales St. (620)221-4851	8760-004-022	Industrial Lot	Part Take: Road Widening. Temporary Construction Easement
12	20I	**Industry Property Inv. Inc.** Harold Anderson 19015 San Jose Avenue (626)965-4904	8760-004-023	Service Station	Temporary Construction Easement
13	20J	**ACE owned** 904 Nogales St. (626)355-0826	8760-003-001	Vacant Parcel	Full Acquisition. Utility Easement- Storm Drain, Retaining Structure.
14	20K	**Lynn K & Nancy Higbee Family** 938 Nogales St (951)780-9236	8760-003-002	Recycling Center/Auto Body Repair	Part Take: Road Widening, Utility Easement- Retaining Structure. Temporary Construction Easement
15	20L	**ACE Owned** 19022 San Jose Ave (Ind. lot) (626)355-0826	8760-003-003	Vacant Parcel	Full Acquisition: Utility Easements, Storm Drain, Road Widening, Access, Retaining Structure Easement.
16	20M	**ACE Owned** (626) 355- 0826	8760-003-006	Vacant Parcel	Full Acquisition: Utility Easement - Storm Drain, Retaining Structure.
17	20N	**Industry Equiptment Rentals Inc.** 19032 San Jose Avenue (626)913-6175	8760-003-028	Equipment Rental	Part Take: Road Widening, Utility Easement - Storm Drain. Temporary Construction Easement.
18	20-O	**Industry Lift Inc.** 19042 San Jose Ave (626)913-6175	8760-003-009	Light Industrial	*Part Take: Road Widening. Temporary Construction Easement*
19					REMOVED FROM ACQUISITION LIST
20	20Q*	**So. California Edison**	8760-002-801	Utility	Part Take: Road Widening, Utility Easement - Retaining Structure. Temporary Construction Easement.
21	20Q1	**City of Industry** **1146 Nogales Street**	8760-002-901	Former Fast Food Chain	Part Take: Road Widening, Utility Easement - Retaining Structure. Temporary Construction Easement.
22	20Q2	**ACE Owned** **1146 Nogales Street**	8760-002-902		*Full Acquisition: Utility Easement, Access Easement, Road Widening*
24	20S	**Chang Huan Hsueh (Hsueh Fam)** 19101 E. Walnut Dr. N	8760-002-015	Warehouse	Part Take: Road Widening. Temporary Construction Easement
25	20U-1	**Unilever Supply Chain inc** 19161 E. Walnut Drive N	8760-002-016	Warehouse	Part Take: Road Widening. Temporary Construction Easement
26	20U-2	**Unilever Supply Chain Inc** 19161 E. Walnut Drive N	8760-002-017	Warehouse	Part Take: Road Widening. Temporary Construction Easement
27	20V	**Gregory Newton** 19201 E. Walnut Dr. N	8760-002-005	Industrial Lot	Part Take: Road Widening. Temporary Construction Easement
29	20Y	**Gregory Newton** 19213 E. Walnut Dr. N	8760-002-006	Retail and Office Space	Part Take: Road Widening. Temporary Construction Easement
30	20Z	**Richard Ashcraft (Trust)** 19237 E. Walnut Dr N.	8760-002-008	Light Industrial	Part Take: Road Widening. Temporary Construction Easement
31	20AA	**Gregory Newton** 19235 E. Walnut Dr. N	8760-002-018	Industrial Lot	Part Take: Road Widening. Temporary Construction Easement
32	20BB	**Samir & Angeles Elali** 19251 E. Walnut Dr. N	8760-002-009	Light Industrial	Part Take: Road Widening. Temporary Construction Easement
33	20CC	**Islamic Center of San Gabriel Valley** 1113 Otterbein Avenue	8760-001-001	Religious Center	Part Take: Road Widening. Temporary Construction Easement
34	20DD	**David & Ida Cantrell** 19148 E. Walnut Dr. N.	8760-001-006	Parking Lot	Part Take: Road Widening. Temporary Construction Easement
35	20EE	**Phil & Betty Chang** 19138 E. Walnut Dr. N.	8760-001-015	Office Building	Part Take: Road Widening. Temporary Construction Easement
36	20FF	**Harold L. Anderson** 19033 San Jose Avenue (626)965-4904	8760-004-019	Industrial	Temporary Construction Easement

	Parcel No.	Property Address	APN	Property Type	Acquisition Type/Impact
37	20OO*	**Majestic Realty** 19031 E. Walnut Drive	8760-002-014	Industrial Warehouse	Part Take: Road Widening. Temporary Construction Easement
38	20PP	**Dynasty Plaza Holding LLC Lessee (ROWLAND)** 18800 Railroad Street	8264-021-020	Commercial Lot	Part Take: Road Widening. Temporary Construction Easement
40	20RR	**Dynasty Plaza Holding LLC Lessee (ROWLAND)**	8264-021-027	Vacant Parcel	Part Take: Temporary Construction Easement (for Detour Road)
41,42	20UPRR UE-1	**Union Pacific Rail Road**	8264-021-801	Railroad	Utility Easement
	20UPRR UE-2		8760-005-808	Railroad	Utility Easement

Note: Parcel with *** denotes pending close of escrow.

Alameda Corridor-East (ACE) Construction Authority
Permanent Property Rights Inventory - July 11, 2013

EXHIBIT D

Baldwin Avenue Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
6A-1	8577-012-902	4127 & 4129 Baldwin Avenue	El Monte	FEE	6,062	20080065257
6A-2	8577-012-907	4123 Baldwin Avenue	El Monte	FEE	6,062	20081205182
6A-3	8577-012-905	4117 Baldwin Avenue	El Monte	FEE	6,062	20080924650
6A-4	8577-012-901	4113 & 4115 Baldwin Avenue	El Monte	FEE	6,061	20080345151
6A-5	8577-012-900	4107 & 4109 Baldwin Avenue	El Monte	FEE	6,061	20080420591
6A-6	8577-012-911	4103 Baldwin Avenue	El Monte	FEE	5,975	20081538423
6B	8577-012-903	4135 Baldwin Avenue	El Monte	FEE	6,063	20080292141
6C	8577-012-908	4139 Baldwin Avenue	El Monte	FEE	6,063	20081426998
6D	8577-012-906	4143 Baldwin Avenue	El Monte	FEE	6,063	20080954561
6E	8577-012-904	4147 Baldwin Avenue	El Monte	FEE	6,064	20080292139
6F-1 & 6F-2	8577-012-909 8577-012-910	4153 Baldwin Avenue & 4157 Baldwin Avenue	El Monte	FEE	12,129	20081472829
6J-1	8577-012-913	4163 Baldwin Avenue	El Monte	FEE	3,901	20090606826
6J-2	8577-012-912	9960 Bessie Avenue	El Monte	FEE	5,012	20090405810
6K	8577-006-001	4201 Baldwin Avenue	El Monte	Utility Easement Permanent Easement (PE-1) Permanent Easement (PE-2)	6,184 1,638 288	20130747550
6L-1	8577-014-901	4126 & 4128 Baldwin Avenue	El Monte	FEE	6,071	20080236908
6L-2	8577-014-903	4122 Baldwin Avenue	El Monte	FEE	6,071	20081205180
6L-3	8577-014-907	4116 & 4118 Baldwin Avenue	El Monte	FEE	6,071	20082232734
6L-4	8577-014-904	4112 Baldwin Avenue	El Monte	FEE	6,071	20081426999
6L-5	8577-014-905	4104 - 4108 Baldwin Avenue	El Monte	FEE	12,057	20081576097
6M	8577-014-906	4132 Baldwin Avenue	El Monte	FEE	6,071	20082009287
6N	8577-014-900	4136 & 4138 Baldwin Avenue	El Monte	FEE	6,069	20090326800
6O	8577-014-908	4144 Baldwin Avenue	El Monte	FEE	6,071	20090379717
6P	8577-014-902	4148 Baldwin Avenue	El Monte	FEE	6,071	20080610406
6Q	8577-014-909	4152 Baldwin Avenue	El Monte	FEE	6,071	20090439517
6R	8577-014-910	4156 Baldwin Avenue	El Monte	FEE	6,072	20091880579
6S	8577-014-911	10020 Bessie Avenue	El Monte	FEE	7,395	20100725288
6V	8577-006-900	4200 Baldwin Avenue	El Monte	FEE	43,834	20091088991
6W-1	8577-005-901	4237 Baldwin Avenue	El Monte	FEE	4,253	20090711537
6W-2	8577-005-900	4251 Baldwin Avenue	El Monte	FEE	28,467	20072697857
6X	8577-005-010	4250 Baldwin Avenue	El Monte	Utility Easement	14,076	20091306847
				Footing Easement	586	20091306849
				Retaining Wall Easement	3,132	20091306848
				Access Easement	6,936	20091306850
6Y	8577-007-011	10150 Lower Azusa Road	El Monte	Permanent Easement	9,212	20101697576

San Gabriel Trench

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
4a(S) & 4c(S)	5347-032-900 5347-032-901	801 S. Ramona Street	San Gabriel	Permanent Easement	26,322 & 5,251	20110832664
4h(S)	5361-005-008	333 W. Mission Drive	San Gabriel	Permanent Easement	10,658	20110808683
4i(S) & 4k-2(S)	5361-005-004 & 5362-016-003	429 Madera Street	San Gabriel	Permanent Easement	5,438 & 8,702	20111169526
4j(N)	5362-016-005	320 Clary Avenue	San Gabriel	Permanent Easement	1,970	20110815711
4L(N)	5362-017-003 5362-017-004 5362-017-005 5362-017-006 5362-017-007 5362-017-008 5362-017-009 5362-017-010 5362-017-011 5362-017-012 5362-017-013 5362-017-014 5362-017-015 5362-017-016 5362-017-017	100 Clary Avenue	San Gabriel	Permanent Easement	19,366	20120432295

Alameda Corridor-East (ACE) Construction Authority
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EXHIBIT D

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
4L(N)	5362-017-003 5362-017-004 5362-017-005 5362-017-006 5362-017-007 5362-017-008 5362-017-009 5362-017-010 5362-017-011 5362-017-012 5362-017-013 5362-017-014 5362-017-015 5362-017-016 5362-017-017	100 Clary Avenue	San Gabriel	Utility Easement	2,562	20120432296
4m(S)	5362-017-900	405 S. Del Mar Avenue	San Gabriel	FEE	86,263	20110788820
4p-4(S)	5368-001-025	111 E. Main Street	San Gabriel	Permanent Easement	1,312	20111162995
4p-5(S)	5368-001-024	115 E. Main Street	San Gabriel	Permanent Easement	1,312	20111285500
4p-6(S)	5368-001-036	117 E. Main Street	San Gabriel	Permanent Easement	1,750	20110533117
4p-7(S)	5368-001-021	123 E. Main Street	San Gabriel	Permanent Easement	1,749	20111039303
4p-8(S)	5368-001-033	201 E. Main Street	San Gabriel	Permanent Easement	1,347	20111471462
4p-9(S)	5368-001-032	205 E. Main Street	San Gabriel	Permanent Easement	1,277	20110991218
4p-10(S)	5368-001-017	207 E. Main Street	San Gabriel	Permanent Easement	875	20110447032
4p-11(S)	5368-001-031	211 E. Main Street	San Gabriel	Permanent Easement	1,751	20120083758
4p-12(S)	5368-001-035	215 E. Main Street	San Gabriel	Permanent Easement	1,751	20110533119
4p-13(S)	5368-001-012	219 E. Main Street	San Gabriel	Permanent Easement	1,752	20120039751
4p-14(S)	5368-001-011	223 E. Main Street	San Gabriel	Permanent Easement	1,752	20111169524
4p-15(S)	5368-001-029	227 E. Main Street	San Gabriel	Permanent Easement	1,753	20121194688
4p-17(S)	5368-001-009	305 E. Main Street	San Gabriel	Permanent Easement	1,755	20110533115
4p-18(S)	5368-001-008	309 E. Main Street	San Gabriel	Permanent Easement	1,756	20111045083
4p-19(S)	5368-001-007	311 E. Main Street	San Gabriel	Permanent Easement	1,757	20120585644
4p-20(S)	5368-001-006	313 E. Main Street	San Gabriel	Permanent Easement	1,758	20111465348
4p-21(S)	5368-001-034	325 E. Main Street	San Gabriel	Permanent Easement	2,640	20110791180
4p-22(S)	5368-001-003	327 E. Main Street	San Gabriel	Permanent Easement	881	20110870237
4p-23(S)	5368-001-002	329 E. Main Street	San Gabriel	Permanent Easement	1,761	20120191706
4p-24(S)	5368-001-001	333 E. Main Street	San Gabriel	Permanent Easement	2,392	20110991222
4r-1(N)	5367-028-048	336 Agostino Road	San Gabriel	Utility Easement	809	20111169527
4t-1(S)	5368-005-006	434 S. California Street	San Gabriel	Permanent Easement	3,349	20120916572
4t-2(S)	5368-005-007	438 S. California Street	San Gabriel	Permanent Easement	2,101	20110870239
4t-3(S)	5368-005-005	715 E. Angeleno Avenue	San Gabriel	Permanent Easement	1,825	20110839028
4t-4(S)	5368-005-011	449 S. San Gabriel Boulevard	San Gabriel	Permanent Easement	10,978	20111039305
4w(S)	5373-027-010	865 Santa Fe Avenue	San Gabriel	Utility Easement	2,349	20110757893

Nogales LA Subdivision (South) Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No., Date of Agreement, OIP
20A-1	8264-021-015	1025 Nogales Street		Full Acquisition		
~~20C WEST~~	~~8264-003-019~~	~~18955 Railroad Street~~		~~Permanent Easement (PE)~~ ~~Permanent Easement (PE2)~~		
20F	8760-004-020	822 Nogales Street		Part Take: Road Widening, Utility Easement- Storm Drain.		
	8760-004-003			Part Take: Utility Easement- storm drain		
20G	8760-004-021	830 Nogales Street		Part Take: Road Widening, Utility Easement- Storm Drain.		
20H	8760-004-022	854 Nogales Street		Part Take: Road Widening.		
20I	8760-003-001	904 Nogales Street		Full Acquisition. Utility Easement- Storm Drain, Retaining Structure.		
20K	8760-003-002	938 Nogales Street		Part Take: Road Widening. Utility Easement- Retaining Structure.		

Alameda Corridor-East (ACE) Construction Authority
Permanent Property Rights Inventory - July 11, 2013

EXHIBIT D

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No. / Date of Agreement, OIP
20L	8760-003-003	19022 San Jose Avenue		Full Acquisition: Utility Easements, Storm Drain, Road Widening, Access, Retaining Structure Easement.		
20M	8760-003-006	N/A		Full Acquisition: Utility Easement - Storm Drain, Retaining Structure.		
20N	8760-003-028	19032 San Jose Avenue		Part Take: Road Widening, Utility Easement - Storm Drain.		
20-O	8760-003-009	19042 San Jose Avenue		Part Take: Road Widening.		
20Q-1	8760-002-901	1146 Nogales Street		Part Take: Road Widening, Utility Easement - Retaining Structure.		
20Q-2	8760-002-902	1146 Nogales Street		Full Acquisition: Utility Easement, Access Easement, Road Widening		
20S	8760-002-015	19101 E. Walnut Drive N.		Part Take: Road Widening		
20U-1	8760-002-016	19161 E. Walnut Drive N.		Part Take: Road Widening		
20U-2	8760-002-017	19161 E. Walnut Drive N.		Part Take: Road Widening		
20V	8760-002-005	19201 E. Walnut Drive N.		Part Take: Road Widening		
20Y	8760-002-006	19213 E. Walnut Drive N.		Part Take: Road Widening		
20Z	8760-002-008	19237 E. Walnut Drive N.		Part Take: Road Widening		
20AA	8760-002-018	19295 E. Walnut Drive N.		Part Take: Road Widening		
20BB	8760-002-009	19251 E. Walnut Drive N.		Part Take: Road Widening		
20CC	8760-001-001	1113 Otterbein Avenue		Part Take: Road Widening		
20DD	8760-001-006	19148 E. Walnut Drive N.		Part Take: Road Widening		
20EE	8760-001-015	19138 E. Walnut Drive N.		Part Take: Road Widening		
20PP	8264-021-020	18800 Railroad Street		Part Take: Road Widening		
20RR	8264-021-027	N/A		Part Take: Road Widening		
20UPPR-UE-1	8264-021-801	UPRR Right of Way		Utility Easement		
20UPRR-UE-2	8760-005-808	UPRR Right of Way		Utility Easement		

Ramona Boulevard Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
7-UPRR		Ramona Blvd. & UPRR Crossing	El Monte	Highway Grant	N/A	20091638316
7a	8568-032-806	11105 Ramona Boulevard	El Monte	FEE	5,365	05-3109075 (Acquired) 20110247373 (Outgrant)
7b-1	8567-021-013 8567-021-014	11104 Ramona Boulevard	El Monte	Utility Easement	3,779	05-1567363
7f	8567-023-046	11306 Ramona Boulevard	El Monte	Permanent Easement	63	04-1235332
7h	8568-032-905	N/A	El Monte	Utility Easement	3,046	20110274372
				FEE	4,102	20110274370
				FEE	3,482	20110274369
				FEE	2,282	20110274371
7I OG-1	8567-022-903 8567-022-904	11240-11254 Ramona Blvd.	El Monte	FEE	45,956	ACE sold this property to the City of El Monte who sold it to Mercy Housing. ACE retains a reversionary interest and a lien holder interest in the property. Under the terms of the Purchase and Sale Agreement, Mercy is to pay ACE the balance due on the sale pursuant to the following schedule: a. $150,000 shall be payable to Seller by Buyer on the 5th anniversary following the opening of escrow, i.e. November 23, 2016. b. $150,000 shall be payable on the 10th anniversary following the opening of escrow, i.e. November 23, 2021.

Alameda Corridor-East (ACE) Construction Authority
Permanent Property Rights Inventory - July 11, 2013

EXHIBIT D

Sunset Avenue Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
11d	8203-032-900	203 N. Sunset Avenue	City of Industry	FEE (Partial)	1,363	20090173954
11f	8203-033-907	125 N. Orange Avenue	City of Industry	FEE (Partial)	682	20090326801
11s	8203-032-902	140 N. Orange Avenue	City of Industry	FEE (Partial)	115	20082253539

Brea Canyon Road Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
19UPRR	N/A	Brea Canyon Rd. & UPRR Crossi	Walnut	Highway Grant	2,849	20110169549
19A	8719-010-902	614 Brea Canyon Road	Walnut	Permanent Easement Utility Easement (UE) Utility Easement (UE2) Slope Easement	1,410 3,131 5,449 6,820	20130065647 (Reservation)
19E	8719-010-901	650 Brea Canyon Road	Walnut	Permanent Easement Utility Easement (UE) Utility Easement (UE2) Slope Easement	704 1,259 2,125 10,667	20130065654 (Reservation)
19C	8760-021-005	655 Brea Canyon Road	Walnut	Permanent Easement	794	20110786149
				Footing Easement	1,286	20110756150
				Utility Easement (UE) Utility Easement (UE2) Utility Easement (UE3)	11,033 7,725 1,633	20071490186
19H-1 & 19H-2	8760-024-064 8760-024-058	20971 Currier Road	City of Industry	Street Dedication Footing Easement Utility Easement (UE) Utility Easement (UE2)	1,297 1,185 12,097 4,211	20080918192
19I & 19K	8719-012-125 through 164 & 8719-012-165 through 204	739-817 Windwood Drive.	Diamond Bar	Utility Easement Footing Easement (FTG) Footing Easement (FTG2)	1,200 3,479 735	20071917333

Reservoir Street Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
17A	8326-017-037	1211 E. 3rd Street	Pomona	Utility Easement	4,354	03-3674242
17B	8326-017-042	100 S. Reservoir Street	Pomona	Utility Easement (UE) Utility Easement Revised (UE Revised)	4,833 6,130	20081772919
17E	8326-006-006	155 S. Reservoir Street	Pomona	Utility Easement	21,792	05-0583736
				Slope Easement	8,046	20101926979
17F	8326-004-025	151 N. Reservoir Street	Pomona	Utility Easement	3,625	20110025146
				Slope Easement	4,958	
17F-1		N/A	Pomona	Utility Easement	1,232	04-3288864
				Access Easement	6,406	
17G	8326-018-031	900 Price Street	Pomona	Utility Easement	5,079	04-1496387
				Slope Easement	12,645	20101926980
17J	8326-018-904	236 N. Reservoir Street	Pomona	FEE	5,879	02-1372927
17K	8326-018-901	919 Price Street	Pomona	FEE	5,400	02-0559325
17L	8326-018-902	927 Price Street	Pomona	FEE	5,400	02-1163650
17M	8326-018-907 8326-018-908	941 Price Street	Pomona	FEE	10,800	04-1496386
17N	8326-018-903	240 N. Reservoir Street	Pomona	FEE	5,880	02-1372928
17P	8326-018-900	904 E. Monterey Avenue	Pomona	FEE	5,998	02-0559324
17UPRR-A3.1	8326-017-901	N/A	Pomona	FEE	23,187	20070632801
17UPRR-A3.1(2)					221	20070632802
17U	8326-004-905	N/A	Pomona	FEE	29,577	02-2956595
17V	8326-004-903	245 N. Reservoir Street	Pomona	FEE	6,000	02-1176449
17V-1	8326-004-904	245 N. Reservoir Street	Pomona	FEE	720	04-0455270
17W-1	8326-004-900		Pomona	Utility Easement	3,545	04-328864
				Slope Easement	4,689	
17W-2	8326-004-902	231 N. Reservoir Street	Pomona	FEE	12,000	02-0347173
17W-3	8326-004-901	233 N. Reservoir Street	Pomona	FEE		
17X	8326-018-909 8326-018-910	955 Price Street	Pomona	FEE	10,800	06-0836419
17SUR1	8326-004-901 8326-004-902 8326-004-903 8326-004-904 8326-004-905	Northwest Corner of Monterey Avenue & Reservoir Street	Pomona	FEE	48,297	OSA-4438134

Alameda Corridor-East (ACE) Construction Authority
Permanent Property Rights Inventory - July 11, 2013

EXHIBIT D

East End Avenue Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
18A	8326-027-902	200 S. East End Avenue	Pomona	Utility Easement	7,103	02-2753403
18B-1	8326-015-040	111 S. East End Avenue	Pomona	Utility Easement	1,084	02-2233503
18B-2.1	8326-015-039	123 S. East End Avenue	Pomona	Utility Easement	1,062	02-2233502
18B-2.2	8326-015-035	135 S. East End Avenue	Pomona	Utility Easement	2,124	03-0839122
18C-1	8326-023-001	251 N. East End Avenue	Pomona	Utility Easement	900	03-3270025
18C-1	8326-023-001	251 N. East End Avenue	Pomona	Utility Easement	420	20071478763
18C-2	8326-023-002	253 N. East End Avenue	Pomona	Utility Easement	900	03-3270024
18C-3	8326-023-003	159 N. East End Avenue	Pomona	Utility Easement	893	03-3674245
18E	8326-025-900	215 N. East End Avenue	Pomona	FEE	9,456	01-1612832

Temple Train Avenue/ Temple 4th Track Grade Separation

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
D-16A1	8719-003-902 8719-003-904 8719-003-905	N/A	Pomona	Permanent Easement	291,002	04-2109360
D-16A2	8719-003-909	N/A	Pomona	Slope Easement	45,387	04-2109361
D-16B1	8719-003-901	N/A	Pomona	Slope Easement	10,149	20081929502
D-16B3	8719-002-900	N/A	Pomona	Slope Easement	2,082	20081929503
D-16C1	8710-013-019	N/A	Pomona	Slope Easement	4,505	03-2057109
D-16D1	8707-020-008	N/A	Pomona	Slope Easement	72,621	06-1835393
D16-H	8707-020-905	N/A	Pomona	Permanent Easement	60	04-2794773
D-16H(2)	8707-020-905	N/A	Pomona	Permanent Easement	568	20080373970
D-16P	8719-004-917	N/A	Pomona	FEE (Partial)	5,664	04-2141632
D-16P	8719-004-014	218 Machlin Court	Industry	Utility Easement	1,658	04-2141634
D-16-UPRR	8707-017-801 8707-018-803 8707-018-804 8707-018-805	N/A	Pomona	Permanent Easement	1,386	20130180995
D-16CC	8348-021-002	2000 Pomona Boulevard	Pomona	Permanent Easement	2,204	20100365257
D-16DD & D-16EE	8707-017-024 8707-017-025	2300 Pomona Boulevard	Pomona	Permanent Easement (PE) Permanent Easement (PE2)	7,086 1,382	20072473213
D-16-I	8710-013-019 8710-013-026	3200 Pomona Boulevard	Pomona	Permanent Easement (PE) Permanent Easement (PE2)	6,461 900	20090566306
D-16I D-16J D-16-O D-16T D-16U D-16V D-16W D-16Z D16R D-16S	8707-016-901 8707-019-903 8707-016-906 8707-017-901 8707-017-902 8707-017-903 8707-013-905 8707-013-906 8710-013-900 8710-013-903	East of 57 Fwy. and South of Pomona Boulevard	Pomona	Permanent Easement (PE) Permanent Easement (PE2) Permanent Easement (PE3) Permanent Easement (PE4) Permanent Easement (PE5) Permanent Easement (PE6) Permanent Easement (PE7) Permanent Easement (PE8) Permanent Easement (PE9) Permanent Easement (PE10)	6,041± 8,096± 5,523± 1,651± 1,454± 1,961± 2,646± 1,528± 2,503± 5,487±	20072073656
D-16M	8707-016-016	2882 Pomona Boulevard	Pomona	Permanent Easement	9,429	20100716277
D-16W-1	8707-017-900	2640 Pomona Boulevard	Pomona	Permanent Easement	430	20101331825

Puente Avenue Grade Separation (Alhambra Subdivision)

ACE Parcel No.	Assessor Parcel Number	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
202B	8112-007-054	13726 Valley Boulevard	County of L.A.	FEE	28,600	20121907418
202C	8112-024-010 8112-024-001	135 S. 3rd Avenue	County of L.A.	FEE(Partial)	115,028	Possession and Use Agreement
202J	8112-007-006	129 N. 3rd Street	City of Industry	FEE	7,703	20122093461
202O-1	8206-010-076	Southest Corner of Workman Mill Road & 3rd Avenue	County of L.A.	FEE	4,004	20130871986
202O-2	8206-010-074	Southest Corner of Workman Mill Road & 3rd Avenue	County of L.A.	FEE (Partial)	4,549	20130871985
202BB	8206-009-014	204 S. 3rd Avenue	City of Industry	FEE	9,076	20121588169

EXHIBIT D

Alameda Corridor-East (ACE) Construction Authority
Temporary Property Rights Inventory - July 3, 2013

Baldwin Avenue Grade Separation

ACE Parcel No. :	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
6K	8577-006-001	4201 Baldwin Avenue	El Monte	Temporary Construction Easement (TCE)	16,465	20130747550
6X	8577-005-010	4250 Baldwin Avenue	El Monte	Temporary Construction Easement (TCE)	17,189	20091306851

San Gabriel Trench Project

ACE Parcel No. :	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
4a(S) & 4c(S)	5347-032-900 5347-032-901	801 S. Ramona Street	San Gabriel	Temporary Construction Easement	39,676 & 8,107	20110832665
4j(N)	5362-016-005	320 Clary Avenue	San Gabriel	Temporary Construction Easement	3,975	20110815712
4L(N)	5362-017-003 5362-017-004 5362-017-005 5362-017-006 5362-017-007 5362-017-008 5362-017-009 5362-017-010 5362-017-011 5362-017-012 5362-017-013 5362-017-014 5362-017-015 5362-017-016 5362-017-017	100 Clary Avenue	San Gabriel	Temporary Construction Easement (TCE1)	3,640	20120432297
4L(N)	5362-017-003 5362-017-004 5362-017-005 5362-017-006 5362-017-007 5362-017-008 5362-017-009 5362-017-010 5362-017-011 5362-017-012 5362-017-013 5362-017-014 5362-017-015 5362-017-016 5362-017-017	100 Clary Avenue	San Gabriel	Temporary Construction Easement (TCE2)	2,562	20120432298
4p-4(S)	5368-001-025	111 E. Main Street	San Gabriel	Temporary Construction Easement	188	20111162996
4p-5(S)	5368-001-024	115 E. Main Street	San Gabriel	Temporary Construction Easement	188	20111285501
4p-6(S)	5368-001-036	117 E. Main Street	San Gabriel	Temporary Construction Easement	250	20110533118
4p-7(S)	5368-001-021	123 E. Main Street	San Gabriel	Temporary Construction Easement	250	20111039304
4p-8(S)	5368-001-033	201 E. Main Street	San Gabriel	Temporary Construction Easement	193	20111471463
4p-9(S)	5368-001-032	205 E. Main Street	San Gabriel	Temporary Construction Easement	183	20110991220
4p-10(S)	5368-001-017	207 E. Main Street	San Gabriel	Temporary Construction Easement	125	20110447033
4p-11(S)	5368-001-031	211 E. Main Street	San Gabriel	Temporary Construction Easement	250	20120083759
4p-12(S)	5368-001-035	215 E. Main Street	San Gabriel	Temporary Construction Easement	250	20110533120
4p-13(S)	5368-001-012	219 E. Main Street	San Gabriel	Temporary Construction Easement	250	20120039752
4p-14(S)	5368-001-011	223 E. Main Street	San Gabriel	Temporary Construction Easement	250	20111169525
4p-15(S)	5368-001-029	227 E. Main Street	San Gabriel	Temporary Construction Easement	250	20121194689
4p-17(S)	5368-001-009	305 E. Main Street	San Gabriel	Temporary Construction Easement	251	20110533116
4p-18(S)	5368-001-008	309 E. Main Street	San Gabriel	Temporary Construction Easement	251	20111045084
4p-19(S)	5368-001-007	311 E. Main Street	San Gabriel	Temporary Construction Easement	251	20120585645
4p-20(S)	5368-001-006	313 E. Main Street	San Gabriel	Temporary Construction Easement	252	20111465349
4p-21(S)	5368-001-034	325 E. Main Street	San Gabriel	Temporary Construction Easement	378	20110791179
4p-22(S)	5368-001-003	327 E. Main Street	San Gabriel	Temporary Construction Easement	126	20110870238

EXHIBIT D

Alameda Corridor-East (ACE) Construction Authority
Temporary Property Rights Inventory - July 3, 2013

ACE Parcel No. :	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Recorded Instrument No.
4p-23(S)	5368-001-002	329 E. Main Street	San Gabriel	Temporary Construction Easement	252	20120191707
4p-24(S)	5368-001-001	333 E. Main Street	San Gabriel	Temporary Construction Easement	396	20110991223
4t-1(S)	5368-005-006	434 S. California Street	San Gabriel	Temporary Construction Easement	N/A	20120916573
4t-2(S)	5368-005-007	438 S. California Street	San Gabriel	Temporary Construction Easement	N/A	20110870240
4t-3(S)	5368-005-005	715 E. Angeleno Avenue	San Gabriel	Temporary Construction Easement	261	20110839029
4t-4(S)	5368-005-011	449 S. San Gabriel Boulevard	San Gabriel	Temporary Construction Easement	535	20111039306
4u(N)	5373-026-004	516 S. San Gabriel Boulevard	San Gabriel	Temporary Construction Easement	114	20110786151
4y-2(N)	5373-015-030	5306 Pondosa Avenue	San Gabriel	Temporary Construction Easement	1,918	20110483143

Nogales LA Subdivision (South) Grade Separation

ACE Parcel No. :	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Recorded Instrument No. , Date of Agreement, OIP
20F	8760-004-020 8760-004-003	822 Nogales Street		Temporary Construction Easement		
20G	8760-004-021	830 Nogales Street		Temporary Construction Easement		
20H	8760-004-022	854 Nogales Street		Temporary Construction Easement		
20-I	8760-004-023	19015 San Jose Avenue		Temporary Construction Easement		
20K	8760-003-002	938 Nogales Street		Temporary Construction Easement		
20N	8760-003-028	19032 San Jose Avenue		Temporary Construction Easement		
20-O	8760-003-009	19042 San Jose Avenue		Temporary Construction Easement		
20Q-1	8760-002-901	1146 Nogales Street		Temporary Construction Easement		
20S	8760-002-015	19101 E. Walnut Drive N.		Temporary Construction Easement		
20U-1	8760-002-016	19161 E. Walnut Drive N.		Temporary Construction Easement		
20U-2	8760-002-017	19161 E. Walnut Drive N.		Temporary Construction Easement		
20V	8760-002-005	19201 E. Walnut Drive N.		Temporary Construction Easement		
20Y	8760-002-006	19213 E. Walnut Drive N.		Temporary Construction Easement		
20Z	8760-002-008	19237 E. Walnut Drive N.		Temporary Construction Easement		
20AA	8760-002-018	19235 E. Walnut Drive N.		Temporary Construction Easement		
20BB	8760-002-009	19251 E. Walnut Drive N.		Temporary Construction Easement		
20CC	8760-001-001	1113 Otterbein Avenue		Temporary Construction Easement		
20DD	8760-001-006	19148 E. Walnut Drive N.		Temporary Construction Easement		
20EE	8760-001-015	19138 E. Walnut Drive N.		Temporary Construction Easement		
20FF	8760-004-019	19033 San Jose Avenue		Temporary Construction Easement		
20PP	8264-021-020	18800 Railroad Street		Temporary Construction Easement		
20RR	8264-021-027	N/A		Temporary Construction Easement		

EXHIBIT D

Alameda Corridor-East (ACE) Construction Authority
Escrow Property Rights Inventory - July 11, 2013

Balwin Avenue Grade Separation

ACE Parcel No.:	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Escrow No.
6W-3	8577-005-014	4255 Bladwin Avenue	El Monte	FEE	5,980	160251-KG

San Gabriel Trench Grade Separation

ACE Parcel No.:	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Escrow No.
4p-16(S)	5368-001-010	301 E. Main Street	San Gabriel	Temporary Construction Easement	250	OSA-3262384

Nogales LA Subdivision (South) Grade Separation

ACE Parcel No.:	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Escrow No.
20A-2	8264-021-028			Part Take: Road Widening, Utility Easement- Retaining Structure. Temporary Construction Easement		
20A	8264-021-014	18900 Gale Avenue		Part Take: Road Widening. Temporary Construction Easement		
20B	8264-021-026	S/W Corner of Nogales Street and UPRR Right of Way		Part Take: Utility Easement- Retaining Structure. Temporary Construction Easement		
20C	8264-003-018	18955 Railroad Street		Part Take: Road Widening, Utility Easement- Storm Drain, Retaining Structure. Temporary Construction Easement		
20D	8264-003-017	18910 San Jose Ave., No 60		Part Take: Road Widening, Utility Easement- Storm Drain, Retaining Structure. Temporary Construction Easement		
20E	8264-003-011	18965 San Jose Avenue		Part Take: Road Widening.		
20Q	8760-002-801	N/A		Part Take: Road Widening, Utility Easement - Retaining Structure. Temporary Construction Easement.		
20-OO	8760-002-014	19301 E. Walnut Drive N.		Part Take: Road Widening. Temporary Construction Easement		

Reservoir Street Grade Separation

ACE Parcel No.:	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Escrow No.
17SUR2	8326-018-900 8326-018-901 8326-018-902 8326-018-903 8326-018-904 8326-018-907 8326-018-908 8326-018-910	Northeast Corner of Price Avenue & Reservoir Street	Pomona	FEE	49,367	OSA-4438134 Sale by ACE to a 3rd party.

Puente Avenue Grade Separation (Alhambra Subdivision)

ACE Parcel No.:	Assessor Parcel Number:	Site Address	City	Property Interest	Square Footage	Escrow. No.
202X	8112-008-037	13731 Proctor Avenue	County of L.A.	FEE(Partial)	751	OSA-3932763
202AA	8112-007-060	13720 Valley Boulevard	City of Industry	FEE(Partial)	143	OSA-3970362

Exhibit E

Current Bank and Investment Accounts
for
ACE Construction Authority

EXHIBIT E

ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY

BANK AND INVESTMENT ACCOUNTS

Account Holder	Account Number	Type/Purpose
Citizens Business Bank	242-112-512	Checking
" " "	242-299-841	Contractor Retention
" " "	242-299-884	UPRR Contributions
" " "	242-299-906	Money Market
" " "	242-300-254	Money Market
Citizens Business Trust	103-500-121	Investment
State of California – Local Agency Investment Fund	40-19-044	Investment
" " " " "	11-19-031	Investment

Exhibit F

Current Funding Agreements
for
ACE Construction Authority

EXHIBIT F

ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY

FUNDING AGREEMENTS

Agreement	With	Purpose
Master Agreement for federal-Aid Projects	Caltrans	Program Funding Requirements
Master Agreement for State-Funded Projects	Caltrans	Program Funding Requirements
Program Supplemental Agreements	Caltrans	Project Specific Funding Agreements
• Baldwin Ave.		
• Durfee Ave.		
• Nogales-LA (035)		
• Nogales-LA (032)		
• San Gabriel Trench (037)		
• San Gabriel Trench (038)		
• San Gabriel Trench (022)		
• San Gabriel Trench (030)		

Agreement	With	Purpose
• MOU 8002	MTA	Program Funding Requirements
• MOU 8002R	MTA	Program Funding Requirements
• MOU P000F1159	MTA	Project Specific Funding Agreement

Agreement	With	Purpose
• Baldwin Baseline	CTC	Project Specific Funding Agreement

Construction and Maintenance Agreements		UPRR Authorization and Funding
• Baldwin Ave.	UPRR/City of El Monte	
• Nogales St.-LA	UPRR/City of Industry/LA County	
• San Gabriel Trench	UPRR/City of San Gabriel	

City Betterment Agreements		Authorizes City-Funded Betterments
• Fairway Dr.	City of Industry	
• San Gabriel Trench	City of San Gabriel	
• Fullerton	City of Industry	

Exhibit G

CalPERS Assessment of ACE Construction Authority Termination Costs
(as of June 30, 2011)

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

October 2012

MISCELLANEOUS PLAN OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (CalPERS ID 1385958960)
Annual Valuation Report as of June 30, 2011

Dear Employer,

As an attachment to this letter, you will find a copy of Section 1 of the June 30, 2011 actuarial valuation report of your pension plan. Since your plan had less than 100 active members in at least one valuation since June 30, 2003, it is required to participate in a risk pool. The valuation report is divided into two Sections:

- Section 1 contains specific information for your plan, including the development of your pooled employer contribution rate, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to your plan, as of June 30, 2011.

Section 2 may be found on the CalPERS website (www.calpers.ca.gov) then selecting Employers >Actuarial & GASB 27 Information >Risk Pooling >Risk Pool Annual Valuation Report, or at the following address: http://ow.ly/eNpMg.

This report contains important actuarial information about your pension plan at CalPERS. Your CalPERS staff actuary is available to discuss the report with you.

Changes Since the Prior Valuation

The CalPERS' Board of Administration adopted updated actuarial assumptions to be used beginning with the June 30, 2011 valuation. The inflation rate changed from 3% to 2.75% and the discount rate changed from 7.75% to 7.5%. In addition, a temporary modification to our method of determining the actuarial value of assets and amortizing gains and losses was implemented for the valuations as of June 30, 2009 through June 30, 2011. The effect of those modifications continues in this valuation.

There may also be changes specific to your plan such as contract amendments and funding changes.

Future Contribution Rates

The exhibit below displays the required employer contribution rate and Superfunded status for 2013/2014 along with an estimate of the contribution rate and Superfunded status for 2014/2015. The estimated rate for 2014/2015 is based on a projection of the most recent information we have available, including an estimate of the investment return for fiscal 2011/2012, namely 0%. See Section 2 Appendix E, "Analysis of Future Investment Return Scenarios", for how much the Risk Pool's portion of your rate is expected to increase in 2015/2016 rate projections under a variety of investment return scenarios for the Risk Pool's portion of your rate. Please disregard any projections that we may have provided to you in the past.

Fiscal Year	Employer Contribution Rate	Superfunded?
2013/2014	10.282%	No
2014/2015	11.1% (projected)	No

Member contributions (whether paid by the employer or the employee) are in addition to the above rates. Further, these rates do not reflect any cost sharing.

The estimate for 2014/2015 assumes that there are no future amendments and no liability gains or losses (such as larger than expected pay increases, more retirements than expected, etc.). This is a very important assumption because these gains and losses do occur and can have a significant effect on your contribution rate. Even for the largest plans, such gains and losses can impact the employer's contribution rate by one or two percent or even more in some less common instances. These gains and losses cannot be predicted in advance so the projected employer contribution rate for 2014/2015 is just an estimate. Your actual rate for 2014/2015 will be provided in next year's report.

California Actuarial Advisory Panel Recommendations

The report satisfies all basic disclosure requirements under the Model Disclosure Elements for Actuarial Valuation Reports recommended by the California Actuarial Advisory Panel, except for the original base amounts of the unfunded liability amortization.

The report gives the following additional information classified as enhanced risk disclosures under the Model Disclosure Elements for Actuarial Valuation Reports recommended by the California Actuarial Advisory Panel:

- "Deterministic stress test", projecting future results under different investment income scenarios. (See Appendix E's Analysis of Future Investment Return Scenarios, from Section 2 of this report.)
- "Sensitivity analysis", showing the impact on current valuation results of a plus or minus 1% change in the discount rate. (See Appendix E's Analysis of Discount Rate Sensitivity, from Section 2 of this report.)

We are very busy preparing actuarial valuations for other public agencies and expect to complete all such valuations by the end of October. We understand that you might have a number of questions about these results. While we are very interested in discussing these results with your agency, in the interest of allowing us to give every public agency their result, we ask that, if at all possible, you wait until after October 31 to contact us with questions. If you have questions, please call (888) CalPERS (225-7377).

Sincerely,

ALAN MILLIGAN,
Chief Actuary

CalPERS

ACTUARIAL VALUATION

as of June 30, 2011

for the MISCELLANEOUS PLAN of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

(CalPERS ID 1385958960)

REQUIRED CONTRIBUTIONS FOR FISCAL YEAR July 1, 2013 - June 30, 2014

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(CalPERS ID 1385958960)
(Rate Plan # 3634)

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SECTION 1 – PLAN SPECIFIC INFORMATION FOR THE MISCELLANEOUS PLAN OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

ACTUARIAL CERTIFICATION

Section 1 of this report is based on the member and financial data contained in our records as of June 30, 2011 which was provided by your agency and the benefit provisions under your contract with CalPERS. Section 2 of this report is based on the member and financial data as of June 30, 2011 provided by employers participating in the risk pool to which your plan belongs and benefit provisions under the CalPERS contracts for those agencies.

As set forth in Section 2 of this report, the Pool Actuary has certified that, in her opinion, the valuation of the Risk Pool containing your MISCELLANEOUS PLAN has been performed in accordance with generally accepted actuarial principles consistent with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for the Risk Pool, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

Having relied upon the information set forth in Section 2 of this report and based on the census and benefit provision information for your plan, it is my opinion as your Plan Actuary that the Side Fund as of June 30, 2011 and employer contribution rate as of July 1, 2013, have been properly and accurately determined in accordance with the principles and standards stated above.

The undersigned is an actuary for CalPERS, who is a member of both the American Academy of Actuaries and Society of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Kung-pei Hwang

KUNG-PEI HWANG, ASA, MAAA
Senior Pension Actuary, CalPERS
Plan Actuary