

30587
AMENDED

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

IMPLEMENTATION AGREEMENT

BY AND BETWEEN

GATEWAY CITIES COUNCIL OF GOVERNMENTS

AND

CITY OF LONG BEACH, CALIFORNIA

THIS AMENDED SR-91/I-605/I-405 MAJOR CORRIDOR STUDY IMPLEMENTATION AGREEMENT (this "Agreement"), is made and entered as of the 17TH day of FEB, 2009, by and between the Gateway Cities Council of Governments ("Gateway") and the City of LONG BEACH, CALIFORNIA a municipal corporation ("City") collectively the "parties";

WITNESSETH:

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

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

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

- (e) The recommendation following the acceptance of the Needs Assessment was to proceed with a Major Corridor Study that would address the freeway corridors in Southeast Los Angeles County; and
- (f) Pursuant to the original 91/605 Major Corridor Study Implementation Agreement, which is amended and restated by this Agreement, an Initial Corridor Study was prepared as requested and identified “Congestion Hot-Spots” that can be addressed to solve the major freeway problem. This also led to the adoption of guiding principles for these freeway corridors to contain freeway widenings within existing state right-of-way.
- (g) Additional studies are (or will be in the near future) underway in the vicinity of Southeast Los Angeles County that will affect its transportation system, including, but not limited to:
 - (1) I-710 EIR/EIS
 - (2) OCTA/MTA Transportation Coordination Study
 - (3) Multi-County Goods Movement Action Plan and SCAG Comprehensive Goods Movement Study
 - (4) I-5 EIR/EIS’s
 - (5) OCTA Freeway Improvement Projects (SR-91, SR-22 and I-405)
 - (6) Alternative Goods Movement Technology Studies
 - (7) Various Transit studies by MTA and others
- (h) At the request of the local cities, the GCCOG has submitted a request to SCAG to initiate a Regionally Significant Transportation Investment Study (RSTIS) Peer Review, which is the first step toward a Major Corridor Study for Southeast Los Angeles County and inclusion of this area in the Regional Transportation Plan; and
- (i) The Initial Corridor Study will be used to address the transportation system in Southeast Los Angeles County, including initial coordination and feasibility studies that will be required in advance of the RSTIS and an additional corridor study to provide the necessary coordination with all the previously listed studies; and
- (j) The recommendation of the Initial Corridor Study was to proceed with a Feasibility Analysis using Measure R funds to develop and analyze all transportation projects and improvements that affect the study area, determine relationships and costs, and define projects and set priorities.
- (k) The parties hereto are each a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields; and

- (l) Section 21 of that certain Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments (the “JPA”), to which the City is a signatory, provides that when authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose of authorizing Gateway to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and
- (m) The costs incurred by Gateway for the Study, including indirect costs, shall be assessed only to those Members who are parties to an Implementation Agreement; and
- (n) City, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement and initiate the Feasibility Analysis and subsequent corridor studies and strategic plan and is in furtherance of the public interest, necessity and conveyance.
- (o) The parties intend for this Agreement to amend, restate, and incorporate all of the provisions of the original 91/605 Major Corridor Study Implementation Agreement, except as otherwise stated herein.

Section 2. Committees.

(a) 91/605/1405 Corridor Cities Committee. There is hereby established a committee to be known as the 91/605/405 Corridor Cities Committee. The 91/605/405 Corridor Cities Committee shall consist of an elected member of the legislative body of each Party that has entered into this Implementation Agreement with Gateway, designated by the respective legislative bodies. The 91/605/405 Corridor Cities Committee will work in coordination with the 91/605/405 Corridor Technical Advisory Committee to provide policy assistance, guidance and direction to the Gateway Cities COG as administrator of this Agreement.

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

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

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

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

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

Section 7. Miscellaneous.

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

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

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

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

(e) Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed to the Members, and shall be deemed to have been received by the Member to

whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent in the aforesaid manner:

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

To City: DEPARTMENT OF PUBLIC WORKS
333 W. OCEAN BLVD, 9TH FLOOR
LONG BEACH, CALIFORNIA 90802
ATTENTION: MARK CHRISTOFFELS
DEPUTY DIRECTOR, PUBLIC WORKS
CITY ENGINEER

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

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

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

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

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

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

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


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

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

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

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

CITY OF LONG BEACH

By:  Assistant City Manager
~~Mayor~~ City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

~~ATTEST:
City Clerk
By: _____~~

~~APPROVED AS TO FORM:

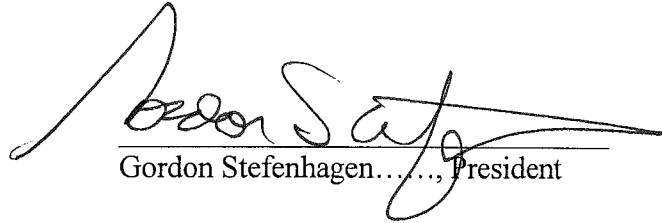
City Attorney~~

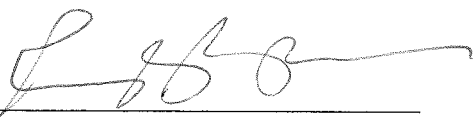
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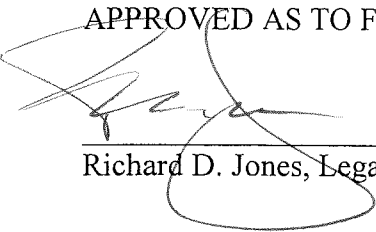
2/19, 2010
ROBERT E. SHANNON, City Attorney

By: 
LINDA TRANG
DEPUTY CITY ATTORNEY

**GATEWAY CITIES COUNCIL OF
GOVERNMENTS**


Gordon Stefenhagen....., President

ATTEST:

Richard Powers, Secretary

APPROVED AS TO FORM

Richard D. Jones, Legal Counsel