

35118

ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY

IMPLEMENTATION AGREEMENT

BY AND BETWEEN

GATEWAY CITIES COUNCIL OF GOVERNMENTS

AND

CITY OF LONG BEACH

THIS ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY IMPLEMENTATION AGREEMENT ("Agreement") is made and entered as of the 17<sup>th</sup> day of July, 2018, by and between the Gateway Cities Council of Governments ("Gateway") and the City of Long Beach, a municipal corporation ("City"), individually a "party" and collectively, the "parties".

WITNESSETH:

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

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

- (a) Atlantic Avenue/Boulevard is a major north/south arterial corridor through the Gateway Cities from Long Beach on the south to State Route 60 on the north; and
- (b) Atlantic Avenue/Boulevard carries a significant amount of traffic, particularly in relieving heavy traffic volumes along the I-710 freeway, which it closely parallels; and
- (c) The cities along the Atlantic Avenue/Boulevard Corridor ("Corridor") are desirous of establishing a "Complete Streets" model on this major east/west arterial corridor; to relieve traffic congestion and to enhance active transportation opportunities in the neighboring communities ("Atlantic Avenue/Boulevard Corridor Study" or the "Study"); and
- (d) The development of a subregional arterial corridor plan would position the participating agencies to apply for, and receive, federal, state, and regional funding for improvement of the Corridor; and

- (e) 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
- (f) 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
- (g) 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
- (h) City, by and through its legislative body, has determined that this Agreement is desired to authorize Gateway to implement and initiate the Atlantic Avenue/Boulevard Corridor Study and is in furtherance of the public interest, necessity and conveyance.

## Section 2. Committees.

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

(b) Atlantic Avenue/Boulevard Corridor Technical Advisory Committee. There is hereby established a committee to be known as the Atlantic Avenue/Boulevard Corridor Technical Advisory Committee. The Atlantic Avenue/Boulevard Corridor Technical Advisory Committee shall consist of a staff representative of each agency that has entered into an Atlantic Avenue/Boulevard Corridor Study Implementation Agreement with Gateway, designated by the City Manager or, for the County of Los Angeles, the appropriate designating authority. Such designated representative shall be the Public Works Director or the equivalent for each agency. The Atlantic Avenue/Boulevard Corridor Technical Advisory Committee shall report to and receive direction from the Atlantic Avenue/Boulevard Corridor Cities Committee.

Section 3. Implementation of Atlantic Avenue/Boulevard Corridor Study. To the fullest extent of its authority, the City authorizes Gateway to implement and initiate a Corridor Study for the length of Atlantic Avenue/Boulevard through the Gateway Cities subregion, including initial feasibility studies (as approved by the Corridor Cities and Technical Advisory Committees) required to coordinate with other regional transportation studies. Further, the City authorizes Gateway to request funding and partnering with other public transportation agencies for the Atlantic Avenue/Boulevard Corridor Study (Caltrans, SCAG and Metro).

Section 5. Scope of Work. The Scope of Work to be performed under this Agreement is described in Attachment A, attached hereto and incorporated by this reference.

Section 4. Assessment for Proportional Costs of Study. The City agrees to pay to Gateway upon execution of this Agreement an assessment as described in Attachment A, attached hereto and incorporated herein by this reference, for City's proportional share of the projected costs of the Study.

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 the committees established by this Agreement 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.

Section 7. Miscellaneous.

(a) Compensation and Expense Reimbursement. All members of the Atlantic Avenue/Boulevard Corridor Cities Committee shall receive a stipend of one hundred dollars (\$100) for attendance at each meeting. Each member 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 as set forth below, and shall be deemed to have been received by the party 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, Executive Director

To City: City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802  
Attention: Patrick West, City Manager

(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 injure to the benefit of any successor of a party.

(m) Assignment and Delegation. Neither party shall assign any rights nor delegate any duties under this Agreement without the written consent of the other party.

(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:   
City Manager

ATTEST:  
City Clerk

**Tom Modica**  
**Assistant City Manager**

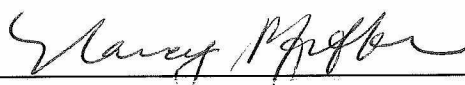
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**


By: 

APPROVED AS TO FORM:  
  
City Attorney

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

  
FERNANDO DUTRA, PRESIDENT

ATTEST:  
  
NANCY PFEFFER, SECRETARY

APPROVED AS TO FORM  
  
Richard D. Jones, Legal Counsel

## **Attachment A**

# **Atlantic Avenue/Boulevard Corridor Study Scope of Work and Budget**

**Gateway Cities Council of Governments  
Atlantic Corridor Complete Street Evaluation and Master Plan**

**SECTION 1: INTRODUCTION, PROJECT GOALS & OBJECTIVES**

**INTRODUCTION**

The Gateway Cities Council of Governments (GCCOG) proposes to complete a comprehensive Atlantic Corridor Complete Street Evaluation and Master Plan. This effort will include close coordination and significant collaboration with the Cities of Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and Unincorporated Los Angeles County.

The Atlantic Corridor is a major regional North-South travel corridor through the GCCOG jurisdictions. Recent studies have identified the Atlantic Corridor as deficient in many locations, with a wide range of technical issues. Identified issues along the Atlantic corridor include future 2035 volume/capacity and Average Daily Traffic (ADT) volume failure, vehicular delay, high accident/collisions rates, poor Level of Service (LOS), high truck volumes, and poor freeway ramps operations.

The study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to Unincorporated LA, for a complete street. Two primary alternatives considered include 1) the Atlantic Corridor as a “Complete Street” in an “unconstrained” condition to quantify the preliminary engineering and evaluate the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and the project benefits. The results would provide potential funding partners with an understanding of the holistic context of the improvements. Evaluation would include the existing and future 2035 traffic conditions, Levels of Service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, City entryways/gateways, and potential safe routes to school options. The study would require participation and consensus from all stakeholders, including Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and Unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor.

The study scope of work is detailed below.

**RESPONSIBLE PARTY**

The study will be led by GCCOG staff. The GCCOG anticipates the following scope of work to complete the effort provided in the pages to follow.



## **PROJECT GOALS AND OBJECTIVES**

The goal of this study is to improve the Atlantic Corridor by promoting a balanced, comprehensive multimodal transportation system in an effort to enhance sustainability of the communities it serves and address local and regional transportation needs and issues. The study results and the Complete Street Master Plan are expected to lead to programming and implementation of the transportation improvements of complete streets. Specific goals include improving multimodal mobility and access, promote and preserve multimodal transportation system, improve safety and security, foster livable and healthy communities, promote social equity and environmental justice, improve the air quality, and support economic vitality and quality of life of its communities.

Objectives include:

- Identify improvements to reduce transportation related greenhouse gases
- Identify concepts to creating sustainable communities
- Identify and develop community to school or safe routes to school plans
- Identify and develop complete street plans and streetscapes plans
- Identify and develop bike and pedestrian safety enhancement plans
- Identify traffic operations and safety enhancements opportunities
- Evaluate for Corridor enhancements for multimodal mobility, access, safety, and linkages
- Evaluate transit improvement opportunities to preserve transit facilities and optimize transit infrastructure
- Evaluate accessibility and connectivity of the multimodal transportation network

## **SECTION 2: SCOPE OF WORK (TASKS)**

### **1. PROJECT MANAGEMENT AND ADMINISTRATION**

#### **a. Project Initiation**

- The GCCOG will hold a kick-off meeting with the jurisdictional stakeholders to discuss project expectations including the scope and schedule.

#### **b. Project Administration**

- The GCCOG will track and report milestone status and completion—at least quarterly, but no more frequently than monthly.

#### **c. Project Management**

- GCCOG will manage the project, including the coordination of project team meetings and all outreach efforts. Caltrans will be invited to participate in the project team meetings, as needed and appropriate when considering improvements that affect their facilities.

### **2. DATA COLLECTION AND REVIEW OF EXISTING CONDITIONS**

#### **a. Existing Information & Documents**

- GCCOG staff will field review the corridor.
- GCCOG staff will meet with each of the jurisdictions/stakeholders.
- GCCOG staff will gather all relevant document and literature for review and summarize useful information and findings relating to the Corridor.

### **3. MULTI-MODAL CORRIDOR EVALUATION AND ANALYSIS**

#### **a. Existing Conditions Corridor Evaluation and Analysis**

- GCCOG staff will conduct an existing conditions analysis by identifying opportunities and constraints for the multimodal Corridor. Analysis would include the current traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options. This information will primarily be obtained via the existing technical information prepared from the I-710 draft EIR/EIS as well as the Strategic Transportation Plan.

#### **b. Future Conditions Corridor Evaluation and Analysis**

- GCCOG staff will use data and information from recent studies on future conditions along the project Corridor and conduct thorough future conditions analysis for the multimodal Corridor. Analysis will include the 2035 traffic conditions and Levels of Service, truck volumes/impacts, pavement needs, pedestrian and bicycle traffic, transit connections, parking and other commercial and residential linkages, and City entryways, or gateways, and potential safe routes to school options.

### **4. COMPLETE STREETS NEEDS ANALYSIS**

#### **a. Conduct Needs Analysis**

- GCCOG staff will conduct a detailed needs analysis for complete streets and multimodal Corridor development, and identifying constraints/opportunities. A complete streets menu of options, or opportunities table, will be generated and coordinated with each jurisdiction to determine those elements which are most important and should be the focus of the jurisdiction.

### **5. COMMUNITY AND STAKEHOLDER OUTREACH**

#### **a. Stakeholder Outreach**

- GCCOG staff will coordinate meetings to discuss the project with various stakeholder agencies. Access control and possible improvements that benefit/affect their facilities will be presented. GCCOG staff will also conduct stakeholder outreach after developing the concept alternatives and after the development of the draft Master Plan.

- GCCOG staff will coordinate and facilitate a workshop to introduce the project, define project parameters, present the project opportunities and constraints, and solicit opinions. GCCOG staff will also present the project to interested City Councils', or other affected groups after developing the concept alternatives and after the development of the draft Master Plan.

## **6. COMPLETE STREETS IMPLEMENTATION ALTERNATIVES**

### **a. Develop Alternatives**

- Based on the existing and future conditions evaluation and the stakeholder/community input, GCCOG staff will develop alternative concepts for complete street implementation, and will include concept plans, sketches, and photos.
- Two primary alternatives considered include 1) the Atlantic Corridor as a "Complete Street" in an "unconstrained" condition to quantify the high level engineering and feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges as well as project benefits so that potential funding partners could understand the holistic context of the improvements.

## **7. CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN**

### **a. Develop Master Plan**

- Based on the preferred design alternative chosen in the stakeholder and outreach efforts and discussions with the Cities, GCCOG staff will develop a draft Master Plan.

## **8. DEVELOP CONCEPTUAL DESIGN ALTERNATIVE WITH COST ESTIMATE**

### **a. Develop conceptual Design Alternative with Cost Estimate**

- The conceptual plans will be based on site visits, engineering analysis and recommendations from City staff input.
- The conceptual plans will include proposed striping, roadway improvements, and structural improvements, connectivity to adjacent existing bikeway systems, and connectivity to future bikeway systems in order to understand the necessary improvements that will be required by the project footprint

## **9. PRESENTATIONS TO COMMITTEES AND CITY COUNCILS**

### **a. Presentations**

- GCCOG staff will prepare and present PowerPoint presentations to Committees and City Councils, describing quantified and other benefits.

## 10. FINALIZE CONCEPTUAL DESIGN OF COMPLETE STREETS MASTER PLAN

### a. Finalize Master Plan with Schedule

- GCCOG staff will finalize the Master Plan.
- A program level project schedule will be prepared for preliminary engineering, environmental documentation, design and construction
- Four hard-copies and four electronic copies of the final Master Plan will be submitted to each jurisdiction.

### SECTION 3: SCHEDULE

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Atlantic Corridor Complete Street Evaluation and Master Plan over the period of approximately 1 year, with an anticipated kick off in July 2016.

### SECTION 4: COST

The Gateway Cities Council of Governments (GCCOG) proposes to complete the Atlantic Corridor Complete Street Evaluation and Master Plan for approximately \$259,024.24, which includes GCCOG consultant staff time and overhead GCCOG expenses.

The initial breakdown, below, is based on linear mile for each jurisdiction.

Jurisdiction	Corridor Designation	Segment Limits	Linear Miles Through Jurisdiction	Cost Per Jurisdiction
Unincorp. LA County (East LA)	Atlantic Boulevard	Telegraph Road to SR-60	1.63	\$ 24,835.85
Commerce	Atlantic Boulevard	Telegraph Road south to 26 <sup>th</sup> Street	0.65	\$ 9,903.87
Vernon	Atlantic Boulevard	26 <sup>th</sup> Street to Leonis	0.38	\$ 5,789.95
Vernon/Maywood	Atlantic Boulevard	Leonis to 52 <sup>nd</sup> Drive	1.2	\$ 18,284.06
Maywood	Atlantic Boulevard	52 <sup>nd</sup> Drive to Randolph Street	0.83	\$ 12,646.48
Ball	Atlantic Avenue	Randolph Street to Florence Avenue	0.77	\$ 11,732.27
Cudahy/Bell	Atlantic Avenue	Walnut Street north to Florence Avenue	0.09	\$ 1,371.30
Cudahy	Atlantic Avenue	Walnut Street south to Patata Street	0.97	\$ 14,779.62
South Gate	Atlantic Avenue	Patata Street to just North of Abbott Rd.	1.5	\$ 22,855.08
Lynwood	Atlantic Avenue	Abbott Road south to McMillan Street	2	\$ 30,473.44
Unincorp. LA County (East Rancho Dominguez)	Atlantic Avenue	McMillan Street to just north of Alondra Blvd.	1.24	\$ 18,893.53
Compton	Atlantic Avenue	Just north of Alondra Boulevard to LA River	0.43	\$ 6,551.79
Long Beach	Atlantic Avenue	Los Angeles River south to Ocean Boulevard	8.1	\$ 123,417.43
<b>Total Corridor Miles</b>			<b>19.79</b>	<b>\$ 301,534.69</b>

Additionally, there was discussion at the initial meeting regarding funding scenarios, and how Cities would 1) pay for this effort; 2) could receive credit for work already completed or economy of scale; and 3) if there were additional outside sources that could pay or contribute to the cost of the study.

Regarding each jurisdiction paying their per linear mile proportional share, it was noted that there are several funding options, including a City's Prop C, Local Return Measure R, AB 2766 funds, since part of the project involves bicycle and pedestrian facilities, gas tax and/or general funds.

<b>Total Cost</b>	
<b>Unincorp. LA County (East LA)</b>	\$ 24,835.85
<b>Commerce</b>	\$ 9,903.87
<b>Vernon</b>	\$ 14,931.99
<b>Maywood</b>	\$ 21,788.51
<b>Bell</b>	\$ 12,417.93
<b>Cudahy</b>	\$ 15,465.27
<b>South Gate</b>	\$ 22,855.08
<b>Lynwood</b>	\$ 30,473.44
<b>Unincorp. LA County (East Rancho Dominguez)</b>	\$ 18,893.53
<b>Compton</b>	\$ 6,551.79
<b>Long Beach</b>	\$ 123,417.43
	<b>\$ 301,534.69</b>

Regarding credit for work already completed or economy of scale, it was difficult to quantify a cost on planning/design already completed, which likely does not consider all complete street, master plan, and/or Corridor collective goals and variables included in this scope of work that sum, that create the overall Corridor vision.

Lastly, regarding outside sources, this Corridor is a regional corridor, with a nexus to both the 605/405/91 Measure R Hot Spots and 710 Early Action revenue stream sources. However, in discussions with GGCCOG management and MTA staff, it was determined that the initial effort should be locally sponsored to show commitment to the vision and effort. Once the vision is established, with unanimous participation, there has been a high success rate of additional funds being infused into the project to take it to the next phase of implementation.