



San Gabriel Valley Council of Governments

AGENDA AND NOTICE OF THE MEETING OF THE SGVCOG PUBLIC WORKS TECHNICAL ADVISORY COMMITTEE Monday, March 19, 2018 – 12:00 PM

2017/2018 OFFICERS

Chair: Rene Guerrero

Vice Chair: David Liu

Immediate Past Chair:
Phil Doudar

Voting Members:

Arcadia

Azusa

Claremont

Diamond Bar

El Monte

Irwindale

Monrovia

Pasadena

Pomona

San Dimas

South El Monte

Temple City

West Covina

LA County DPW

Thank you for participating in today's meeting. The Public Works Technical Advisory Committee encourages public participation and invites you to comment on agenda items.

MEETINGS: *Regular Meetings of the Public Works Technical Advisory Committee are held on the third Monday of each month at 12 PM at the Upper San Gabriel Valley Municipal Water District-602 E. Huntington Dr., Suite B, Monrovia, CA 91016.* The Public Works Technical Advisory Committee agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvcog.org. Copies are available via email upon request (sgv@sgvcog.org). Documents distributed to a majority of the Committee after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all Public Works Technical Advisory Committee meetings. Time is reserved at each meeting for those who wish to address the Board. SGVCOG requests that persons addressing the Committee refrain from making personal, slanderous, profane, or disruptive remarks.

TO ADDRESS THE PUBLIC WORKS TECHNICAL ADVISORY COMMITTEE: At a regular meeting, the public may comment on any matter within the jurisdiction of the Committee during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. **The Public Works Technical Advisory Committee may not discuss or vote on items not on the agenda.**

AGENDA ITEMS: The Agenda contains the regular order of business of the Public Works Technical Advisory Committee. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Committee can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Committee member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Public Works Technical Advisory Committee.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



PRELIMINARY BUSINESS

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*If necessary, the Chair may place reasonable time limits on all public comments*)

CONSENT CALENDAR (*It is anticipated that the Committee may take action on the following matters*)

5. Review Public Works TAC Meeting Minutes: 2/26/2018 -- Page 1
Recommended Action: Review and approve.

PRESENTATIONS

6. I-10 Express Lanes Project Update: Presentation by Raymond Wolfe, Executive Director, San Bernardino County Transportation Authority (SBCTA), and Paula Beauchamp, Director of Project Delivery, SBCTA -- Page 7
Recommended Action: For information only.
7. Rio Hondo Load Reduction Strategy Agreement and RFP: Presentation by Eric Wolf, Senior Management Analyst, SGVCOG -- Page 17
Recommended Action: For information only.

ACTION ITEMS (*It is anticipated that the Committee may take action on the following matters*)

UPDATE ITEMS

8. ACE/COG Integration -- Page 37
Recommended Action: For information only.
9. Update on Measure M Subregional Administrative Funds -- Page 39
Recommended Action: For information only.
10. Update on Measure M Subregional Fund Programming -- Page 43
Recommended Action: For information only.
11. CicLAvia Heart of the Foothills Planning Update
Recommended Action: For information only.

INFORMATION ITEMS

DISCUSSION ITEMS

EXECUTIVE DIRECTOR'S COMMENTS

ANNOUNCEMENTS

- The next Public Works TAC Meeting will be on Monday, April 16, 2018.

ADJOURN



SPECIAL SGVCOG Public Works TAC Meeting Minutes

Date: **February 26, 2018**

Time: 12:00 P.M.

Location: Upper San Gabriel Valley Municipal Water District
602 E. Huntington Dr., Suite B, Monrovia, CA 91016

PRELIMINARY BUSINESS

1. Call to Order. The meeting was called to order at 12:04 p.m.
2. Pledge of Allegiance. R. Guerrero led the TAC in the Pledge of Allegiance.
3. Roll Call

Public Works TAC Members Present

D. Bobadilla; Azusa
D. Liu; Diamond Bar
G. Stevens; El Monte
D. Co; Irwindale
A. Tachiki; Monrovia
B. Janka; Pasadena
R. Guerrero; Pomona
K. Patel; San Dimas
R. Salas; South El Monte
M. Forbes; Temple City
M. Heredia; West Covina
J. Yang P. Doudar, J. Lu, E. Kunitake; LACDPW

Public Works TAC Members Absent

Arcadia
Claremont

Guests

J. Nelson; CNC Engineering	Y. Igawa; Foothill Transit
F. Alamolhoda; LAE Associates	D. Cadena; WKE, Inc.
A. Chang, A. Ansani; Transtech	D. Grilley, City of San Gabriel
B. Jong; LA Metro	S. Novotny; Caltrans
J. Martinez; NCE	

SGVCOG Staff

M. Creter
P. Duyshart

4. Public Comment.

There was no public comment.

CONSENT CALENDAR

5. Review Public Works TAC Meeting Minutes: 01/22/2018
There was a motion to approve the minutes (M/S: P. Doudar/K. Patel).

[Motion Passed]

Ayes	Azusa, Diamond Bar, El Monte, Irwindale, Monrovia, Pasadena, Pomona, San Dimas, South El Monte, Temple City, West Covina, LACDPW
Noes	
Abstain	
Absent	Arcadia, Claremont

PRESENTATIONS

6. Foothill Transit's Bus Stop Enhancement Program

Yoko Igawa, the Manager of Public Affairs for Foothill Transit, presented on this funding opportunity for cities. She first provided background information and facts about Foothill Transit and its role as a regional transit agency in the San Gabriel Valley. She also described how Foothill Transit consists of five clusters, which are organized geographically.

Ms. Igawa continued by pointing out to members of the TAC that while there are 3,631 Foothill Transit Bus Stops throughout the San Gabriel Valley, only three of the bus stops are owned by Foothill Transit; 99.9% of all Foothill Transit bus stops are owned by cities, LA County, or by the State of California. Additionally, many of these bus stops have poor or no amenities or infrastructure for transit riders while they wait for a bus, and while Foothill Transit wants to upgrade and improve some of these bus stops, the agency is not able to since it does not own these bus stops.

As a result, Foothill Transit has established the Bus Stop Enhancement Program. The purpose of this grant program is to fund needed bus stop improvements which make bus stops safer and better overall. There is a total of \$800,000 in available funding during this cycle, and cities and other localities are eligible to be reimbursed for up to \$40,000. Y. Igawa stated that all Foothill Transit member agencies are eligible to apply for funding under this program.

Ms. Igawa concluded her presentation by identifying sample bus stop amenities which cities could put their funding toward, including, but not limited to, improved shelters and benches, signage, solar panels, real-time bus arrival information, new LED lights, wider sidewalks at the stop site, and better recycling and waste bins. She also shared examples of City and County projects which have been completed as a result of the enhancement program since 2013, which was the first year of this cycle. Igawa also announced that program guidelines and a list of high-use transit and bus stops within each jurisdiction will be sent to all city managers.

7. SGVCOG & ACE Program Project Development, Evaluation, and Approval Process

Before the presentation began, R. Guerrero announced to TAC members that COG staff will be holding a workshop meeting on this item immediately following the TAC meeting. The purpose of this additional meeting is to give TAC members an opportunity to learn more about the specifics of the LOI and the LOI submission process, to ask COG staff in-depth and technical questions, and to be able to give feedback on any aspect of this process.

M. Creter presented on this item. She first mentioned how the goal is to bring a final draft review process to the Governing Board for official approval in May.

The reason why the SGVCOG needs to draft a new thorough project selection process is the Governing Board approved the new ACE Program to take on a wider array of capital construction projects besides just Alameda Corridor East projects. M. Creter went on to say that COG staff is looking for feedback, guidance, and direction on all aspects of the drafts of the project selection and approval processes.

M. Creter then went on to describe the proposed project selection process for Funded Projects. This overall process consists of five sub-processes: Threshold Criteria, Review, Negotiation, Programming, and Annual Updates. For the Threshold Criteria Process, project sponsors will submit Letters of Interest (LOI) to the SGVCOG/ACE. The LOI will be relatively simple to fill out, and should not be overly time-intensive, because the COG wants to devise an easy project

submission process for cities, to encourage more participation. This submission process will not be as intensive as a Metro call for projects scenario. The LOI will include sections regarding Project Description, Project Benefits, and a Statement of Need, among other sections. The Statement of Need will be weighted heavily, as the COG wants to assist cities which have resource limitations. Once the COG/ACE's call for projects is complete, the Governing Board will provide direction to staff regarding which projects are to proceed to the Review Phase, and this requires a majority vote of 19 agencies to proceed.

M. Creter proceeded to discuss the next step in the process, which is the Review Process. During this process, a Project Manager will provide a recommendation to the COG/ACE Chief Engineer regarding which projects are most viable and ready. These selected projects will then move on to the Negotiation Phase, which is Step 3 in the overarching process. As part of the Negotiation Phase, a Project Manager will prepare a draft master agreement for a selected project, the Chief Engineer and Project Manager will meet with the City Manager or other sponsoring agency contacts to review the proposed agreement, and the project sponsor provides a letter of commitment to the COG; this letter will indicate interest in having the COG manage the project. Moreover, the 4th step in the project selection and evaluation process is the Programming Stage, in which the Project Managers and Chief Engineer create a 5-year workplan of projects which make it past the Negotiation Phase, the COG Executive Director presents this workplan to the Governing Board for approval, and each individual agency-to-agency project agreement would also be submitted separately for approval by the Governing Board, too. Then, the final step in the process is the Annual Updates Process, which consists of the Governing Board reviewing the 5-year workplan every Spring.

M. Creter then went on to discuss the project review and approval process for Unfunded Projects. The five sub-processes for the Unfunded Projects Process are the same as they are for the Funded Project Process, but there are key structural differences. The steps during the Threshold Criteria and LOI sub-process are the same as for Funded Projects. For the Review Process, a Project Manager and the Director of Community and Government Relations reviews the LOI and schedules a meeting with the sponsoring agency, and then the former two individuals provide a recommendation to the Executive Director regarding whether or not the project should proceed to Negotiation. During the Negotiation Phase, a project manager will draft an MOU instead of a contract. Moreover, the COG will charge an annual flat fee to sponsoring agencies for the COG's services: the annual flat fee will be \$5,000 or \$10,000, depending on the project type. The Programming Stage for Unfunded Projects is the same as it is for Funded Projects. The Annual Updates Requirement is similar, too; however, if a project is successfully awarded funding, then the project sponsor may choose to submit the project for COG implementation.

M. Creter also added how if the COG and ACE get a lot of LOIs, then the COG would have to address issues with staff capacity. She reminded Committee members that one of the main purposes of the COG's role here is to play an advocacy role in securing funding and resources for cities' processes. She also wanted to make it clear that this Project Development Process will include all capital construction projects, such as water or storm water infrastructure projects, not just transportation projects.

COG staff is looking to have the Governing Board adopt the Program Manual for these two main processes in May of 2018. After that, COG staff would likely open and begin the LOI process for projects in Late Fall 2018 or Early Winter 2019. Creter also wanted to remind cities that projects which have a wholistic and regional impact will have a better chance at getting selected than a project which is narrow or small in scope.

Questions/Discussion: The following issues were discussed:

- There was a question about what resources are available to the SGVCOG and the ACE Program to be able to work on and execute these projects. M. Creter replied that ACE has five Senior Project Managers who would work on project approval assignments.
- A second TAC member asked how this Project Development and Selection Process relates to the Measure M subregional funds and call for projects. Creter said that she did not mention Measure M funds and projects during her presentation because she did not want TAC members to be confused between the two programs.
- Another TAC member asked if this capital projects selection process can include any type of project, and not just Measure M programmatic funds projects. Marisa confirmed that he was correct.

ACTION ITEMS

UPDATE ITEMS

INFORMATION ITEMS

8. MSRC Local Government Partnership Program

P. Duyshart provided information about this item. He stated the primary goals of the Mobile Air Pollution Reduction Review Committee (MSRC), and its role in helping improve the overall air quality in the South Coast AQMD region. To meet its goals, the MSRC has created the Clean Transportation Funding Initiative, which includes programs which are applicable to local agencies, such as the Local Government Partnership Program.

Duyshart then discussed the types of eligible projects under the Local Government Partnership Program. The program sets aside funding for cities to invest in clear-air project such as: light-duty zero emission vehicle purchases or leases, medium and heavy-duty zero emission vehicle purchases, near-zero emission heavy-duty alternative fuel vehicle purchases and repowers, electric vehicle charging infrastructure installation, and alternative fuel infrastructure construction or expansion.

P. Duyshart then briefly discussed the funding structure of this program. Funding is allocated to local agencies based on the size of the jurisdiction. Cities and Counties that receive an annual allocation of AB 2766 Subvention Funds less than \$50,000 are eligible to receive an MSRC Partnership match of \$50,000. Thus, the MSRC increases the amount of funding for small jurisdictions to ensure sufficient funds are available to implement a meaningful air pollution reduction project(s). Jurisdictions that receive a population-based AB 2766 Subvention Fund allocation greater than or equal to \$50,000 are eligible to receive a “dollar for dollar” MSRC funding allocation. Additionally, agencies should note that only small jurisdictions are eligible to apply for MSRC funds which would go towards signal coordination and active transportation projects.

MSRC applications were originally due on March 2, 2018, however, the deadline has now been extended to August 2, 2018.

9. Urban Greening Grant Program

Mr. Duyshart also presented this item to the TAC. He stated that the Urban Greening Program is administered by the Natural Resources Agency of the State of California, and that the program is funded by California Climate Investments, which consists of cap-and-trade dollars. The Natural Resources Agency has released the final program guidelines for Round 2, and their office has been hosting application and program workshops throughout the state. Duyshart attended the workshop

which was held in Lynwood on February 15. He also announced that the two remaining Southern California workshops are on March 12th in Ontario and on March 8th in San Diego.

P. Duyshart then briefly went over the funding aspects of this grant program. There is \$24.7 million in local assistance available for Cycle 2, which is down sharply from the approximately \$75 million which was available for Cycle 1. Also, while no local or regional match is required, projects which do have a match component will be more competitive in the selection process. Moreover, a minimum of 75% of the awarded funds must go toward disadvantaged communities, though 95% of awarded funds went to DACs in Cycle 1.

Grant applications, which are long and intensive, are due to the State on April 11, 2018, and must be submitted to the System for Online Application Review (SOAR) by 5:00 P.M.

DISCUSSION ITEMS

EXECUTIVE DIRECTOR'S COMMENTS

ANNOUNCEMENTS

J. Martinez of NCE reminded TAC members to make sure that their respective agencies to complete the California Statewide Local Streets and Roads Needs Assessment 2018. The purpose of this assessment is to show how important SB 1 is for local agencies.

R. Guerrero announced that the next Public Works TAC Meeting will be on March 19, 2018.

ADJOURN

The meeting adjourned at 12:44 p.m.

REPORT

DATE: March 19, 2018

TO: San Gabriel Valley Council of Governments Public Works TAC

FROM: Marisa Creter, Interim Executive Director

RE: SBCTA I-10 Express Lanes Project Update

RECOMMENDED ACTION

For information only.

BACKGROUND

Interstate 10 in San Bernardino County is a vital and highly frequented transportation corridor for not only San Bernardino County, but for the greater Southern California region. As the region's population grows, and more people work and live and work in San Bernardino County, travel on I-10 will increase further, as it has been for decades. This results in increased travel times, higher congestion and gridlock, and increased emissions.

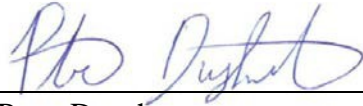
In order to find solutions to this major transportation problem, the San Bernardino County Transportation Authority (SBCTA) commissioned the I-10 Corridor Project in 2007 to study creative options for how to best manage traffic on I-10. In July 2017, after the conducting of multiple technical studies and conducting thorough public and community outreach, the SBCTA Board approved construction of the first phase of the I-10 Express Lanes, which will include two 33-mile toll Express Lanes in each direction between the LA County border and Redlands. Construction on this key project will begin in late 2018.

While the vast majority of the I-10 Express Lanes Project will mainly affect the cities of San Bernardino County, these express lanes will begin right at the LA County/San Gabriel Valley border in the City of Claremont, with the City of Pomona immediately adjacent. With traffic flow on I-10 in these two cities being directly affected, and traffic flow in other San Gabriel Valley cities which are along I-10 also potentially being affected as a result of this project, this is a project that San Gabriel Valley cities should be apprised and cognizant of.

Raymond Wolfe, the Executive Director of the SBCTA, and Paula Beauchamp, Director of Project Delivery for the SBCTA, will be giving an overview presentation on the I-10 Corridor Project.

REPORT

Prepared by:



Peter Duyshart
Project Assistant

Approved by:



Marisa Creter
Interim Executive Director

ATTACHMENTS

Attachment A – SBCTA Presentation Slides -- Page 9

Moving Forward on Interstate 10



cta

Paula Beauchamp
Director of Project Delivery

San Bernardino County
Transportation Authority



EXPRESS LANES

INTERSTATE 10 CORRIDOR CONTRACT 1 PROJECT



-



network

PROJECT LOCATION

	Present	2045
Average Annual Daily Traffic	270,000	355,000
Weekday Heavy Duty Trucks	20,000	30,000

Ontario
Airport



Page 10 of 44



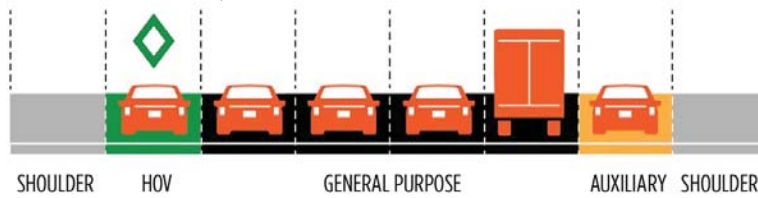
SGVCOG

Proposed Cross-Section



EXISTING

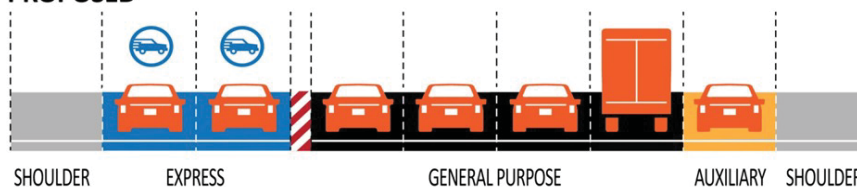
West of Haven Avenue, 8 miles



East of Haven Avenue, 2 miles

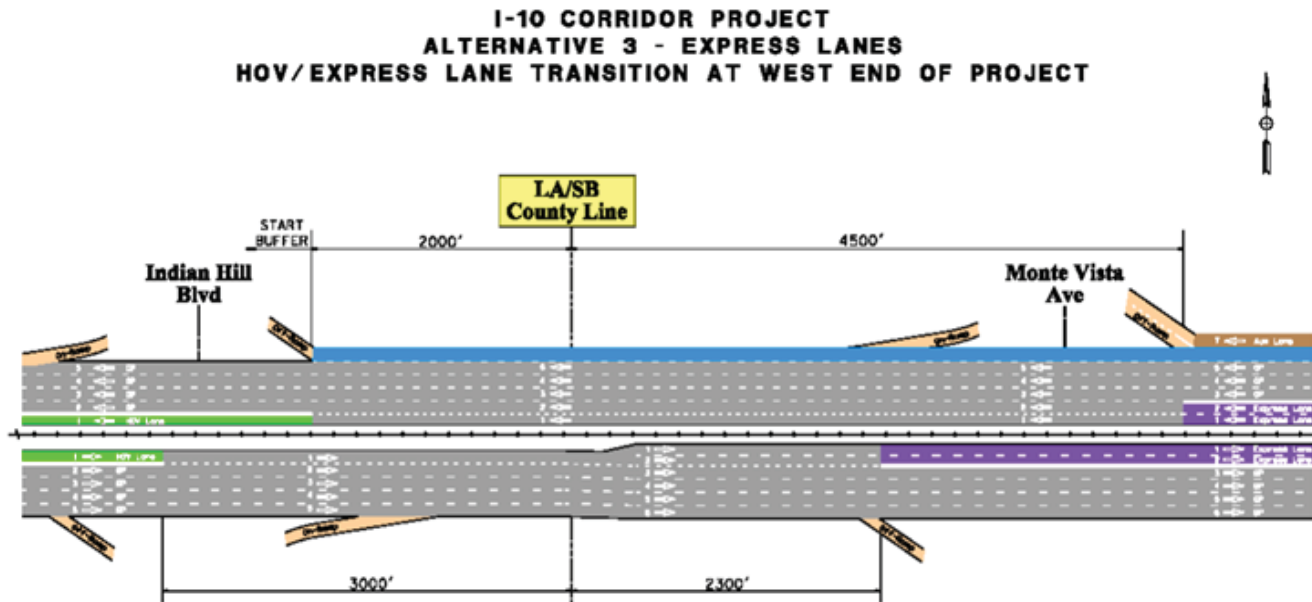


PROPOSED



SGVCOG

Transition to/from Los Angeles County



SGVCOG

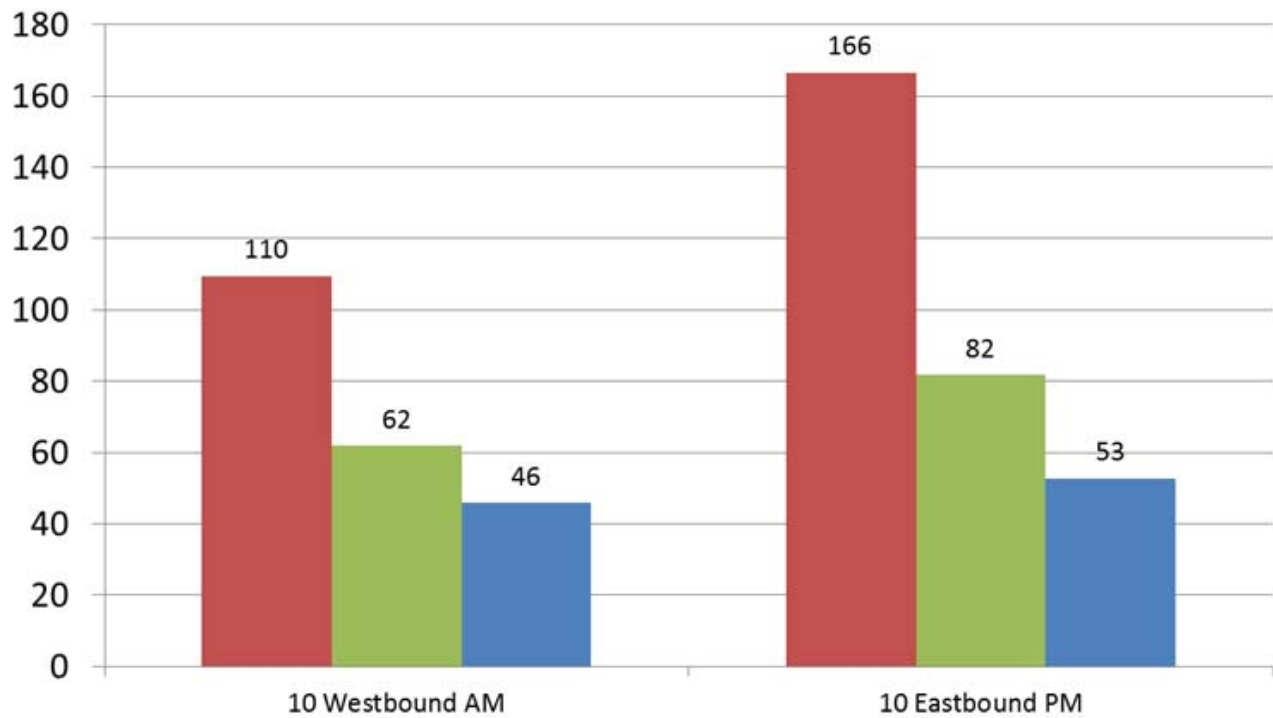
Transition to/from Los Angeles County

- Eastbound I-10
 - Additional weaving in transition zone
- Westbound I-10
 - Reduction from 6 lanes to 5 lanes at Indian Hill off ramp
 - Mainline – Peak hour delay 3 to 5 minutes
 - Indian Hill Interchange – Estimated 5% increase in traffic volume (2035 – WB off ramp)



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Transition to/from Los Angeles County



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Project Benefits

- Improve mobility by increasing overall capacity
- Improve traffic operations and reduce congestion
- Provide option for increased travel time reliability
- Minimize diversion to local roadways
- Utilize toll revenue toward project funding
- Directly benefit the movement of heavy duty trucks by reducing congestion in the general purpose lanes



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Managed Lanes

- Express Lanes
 - Managed by occupancy restrictions and pricing
 - Balance revenue generation with traffic throughput

- Tolling Policy
 - Exemption for HOV 3+ (with option for discounted rate structure)
 - 24-hour tolling with minimum toll rate
 - Switchable transponders/license plate recognition for toll collection
 - Dynamic pricing by segment
 - Discounted Clean Air Vehicle rates
 - Low Income Equity program



SGVCOG

Capital Cost Estimate

Feb 2018

Cost Description	Cost Amount
Preliminary Engineering & Environmental	\$8,800,000
Program Management	\$28,900,000
Project Construction Management	\$47,300,000
Project Development & Procurement	\$9,400,000
Right of Way Acquisition, Utilities & Support	\$47,800,000
Landscape Maintenance	\$4,200,000
Subtotal: SBCTA Costs	\$146,400,000
Design/Build	\$529,400,000
Design/Build (SHOPP Funding)	\$89,000,000
Toll Collection System & ITS	\$19,800,000
Subtotal: Design/Build and Toll Collection	\$638,200,000
Total Capital Costs (excluding Financing)	\$784,600,000



SGVCOG

Milestone	Design/Build Civil Date	Toll Services Provider Date
Release RFQ	December 7, 2016 ✓	January 4, 2017 ✓
SOQs Due	January 25, 2017 ✓	February 24, 2017 ✓
Finalize Short List	February 24, 2017 ✓	March 2017 ✓
Release Industry Review RFP	March 2017 ✓	April 2017 ✓
Release Final RFP	July 2017 ✓	July 2017 ✓
Proposals Due	February 2018 ✓	November 2017 ✓
Board Approval / Contract Award	July 2018	June 2018
NTP 1 (Administrative)	July 2018	June 2018
NTP 2 (Design and Construction)	November 2018	September 2018



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San Bernardino County
Transportation Authority

DATE: March 19, 2018

TO: SGVCOG Public Works TAC

FROM: Marisa Creter, Interim Executive Director

RE: **RIO HONDO LOAD REDUCTION STRATEGY**

RECOMMENDED ACTION

For information only.

BACKGROUND

The Los Angeles Regional Water Quality Control Board (LARWQB) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer (MS4) Permit Order No. R4-2012-0175, which became effective on December 28, 2012. The MS4 Permit identifies the permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL). The LAR Bacterial TMDL requires the responsible permittees to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations for the indicator bacterium *E. coli* during wet weather and dry weather seasons.

The estimated liability of MS4 permits in the San Gabriel Valley is approximately \$6 billion. To help address this, SGVCOG staff have worked over the past two years to help cities comply with Clean Water Act regulations. The work has included engaging with local and state legislators, drafting relevant legislation, and educating stakeholders on the cost and complexity of compliance. At the same time, cities have worked collaboratively through watershed management groups to initiate outfall monitoring, implement storm water best management practices, develop plans, and apply for funding. On October 25, 2017, the responsible permittees submitted an implementation approach for the LAR Bacteria TMDL based on constructing regional dry weather projects to address discharges to the Rio Hondo from three washes— Alhambra Wash, Rubio Wash and Eaton Wash.

To implement the series of projects approved by the LARWQB, the cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, Temple City, and Unincorporated Los Angeles County as permittees have requested to enter into an agreement with the SGVCOG. The SGVCOG would be responsible for the following:

- To solicit proposals, negotiate and enter into agreements with consultants for as-needed services to prepare the required design plans and other planning activities for three (3) regional phased projects;
- To invoice and collect funds from the permittees to cover the costs of coordination by the SGVCOG.

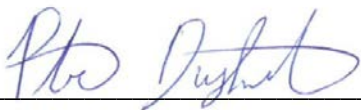
The estimated cost for the design work is approximately \$1.7 million. Staff recommends this approach as a means to move forward a regional project and is able to accommodate the request

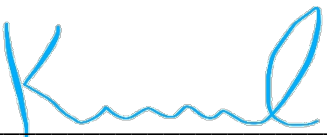
within existing current workloads. Under the agreement, all staff costs associated with this effort would be funded by the permittees. In addition, all permittees that will be a party to this MOU are currently members of the SGVCOG. In accordance with the revised SGVCOG by-laws, the SGVCOG Governing Board will need to approve the agreement and assign the project to the Capital Projects and Construction Committee for oversight of staff's implementation.

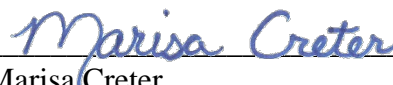
The LARWQB has indicated that design work for the project must be completed by December of 2018. In order to meet this timeline, this agreement will need to be approved by the Governing Board and the project assigned to the Capital Projects and Construction Committee at the March meeting.

The Capital Projects and Construction Committee considered this item at their February 26 meeting. Although a quorum of members was not present to provide an official vote of approval, all members in attendance strongly supported moving the item forward to the Governing Board. Additionally, the Governing Board will hear this item at its March 15 meeting, and will consider a motion which would authorize the Executive Director to act as follows:

- 1) Execute agreement with participating agencies regarding the administration and cost sharing for the preparation of design plans for load reduction strategy projects for the Rio Hondo River and Tributaries.
- 2) Release Request for Proposal (RFP) for the preparation of design plans for load reduction strategy projects for the Rio Hondo River and Tributaries.
- 3) Assign project management to the Capital Projects and Construction Committee.

Prepared by: 
Peter Duyshart
Project Assistant

Prepared by: 
Katie Ward
Senior Management Analyst

Approved by: 
Marisa Creter
Interim Executive Director

ATTACHMENTS

Attachment A – Draft Agreement -- Page 19

AGREEMENT

BETWEEN THE COUNTY OF LOS ANGELES AND THE CITIES OF ALHAMBRA, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH PASADENA, AND TEMPLE CITY, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR THE PREPARATION OF DESIGN PLANS FOR THREE LOAD REDUCTION STRATEGY PROJECTS FOR THE RIO HONDO RIVER AND TRIBUTARIES

This AGREEMENT is made and entered into as of the date of the last signature set forth below by and among the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, and the CITIES OF ALHAMBRA, MONTEREY PARK, PASADENA, ROSEMEAD, SAN GABRIEL, SAN MARINO, SOUTH PASADENA, and TEMPLE CITY, municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this AGREEMENT, the term PARTIES shall mean the COUNTY, the SGVCOG, and the Cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, and Temple City;

WHEREAS, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) has adopted National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No. R4-2012-0175; and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, the LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the Los Angeles County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identifies the PARTIES, except SGVCOG, as MS4 permittees (PERMITTEES) that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) Resolution No. R10-007; and

WHEREAS, the LAR Bacterial TMDL was adopted by the REGIONAL BOARD on July 9, 2010 and became effective March 23, 2012; and

WHEREAS, the LAR Bacteria TMDL requires the responsible PERMITTEES to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations (WLAs) for the indicator bacterium *E. coli*; and

WHEREAS, the PERMITTEES have agreed to collaborate on the development of a Load Reduction Strategy (LRS) for the PERMITTEES to comply with the LAR Bacteria TMDL; and

WHEREAS, the PERMITTEES have hired a consultant to develop the LRS for Rio Hondo River and Tributaries; and

WHEREAS, the COUNTY, on behalf of the PERMITTEES, submitted the Rio Hondo LRS to the REGIONAL BOARD on March 23, 2016, as shown in Attachment A; and

WHEREAS, the Rio Hondo LRS identifies twenty-six (26) priority outfalls that would have to be diverted or “turned off” by 2020 in order to meet the LAR Bacteria TMDL requirements for Alhambra Wash, Rubio Wash, Eaton Wash, and the Rio Hondo; and

WHEREAS, the regional phased approach proposes to construct three (3) diversions at the confluence of Alhambra Wash, Rubio Wash, and Eaton Wash; and

WHEREAS, the COUNTY, on behalf of the PERMITTEES, retained a consultant on September 13, 2016, as shown in Exhibit B, to prepare a supplemental LRS document discussing the details of the regional phased approach, which was submitted to the REGIONAL BOARD on October 25, 2017, as shown in Attachment C; and

WHEREAS, the PERMITTEES have agreed that hiring a consultant to prepare the design plans and other planning activities for the three (3) regional phased projects (PROJECT) as described in Exhibit C will be beneficial to the PERMITTEES; and

WHEREAS, the PERMITTEES have agreed to cost share the preparation of design plans and other planning activities for three (3) regional phased projects; and

WHEREAS, the PARTIES have agreed to credit the COUNTY thirty-three thousand two hundred fifty dollars (\$33,250) towards its cost share for providing consultant services to develop the supplemental LRS document discussing the regional phased approach; and

WHEREAS, the PARTIES have agreed that the total of each PARTY’s cost share shall not exceed the total amount shown in Table 1 of Exhibit A; and

WHEREAS, the PARTIES have agreed to have the SGVCOG, under the direction of the PERMITTEES: (a) administer this AGREEMENT; (b) to retain and manage a consultant to prepare design plans and other planning activities; (c) negotiate and enter into agreements with consultants for as-needed services to prepare design plans and other planning activities for three (3) regional phased projects; and (d) invoice and collect funds from the PERMITTEES to cover the cost of the aforementioned consultant(s); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PERMITTEES, and of the promises contained in this AGREEMENT, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this AGREEMENT.

Section 2. Purpose. The purpose of this AGREEMENT is to cooperatively fund the preparation of design plans and other planning activities for three (3) LRS projects and to coordinate the payment between the PERMITTEES and SGVCOG.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this AGREEMENT.

Section 4. Voluntary. The PARTIES have voluntarily entered into this AGREEMENT for the preparation of design plans and other planning activities for three (3) LRS projects.

Section 5. Term. This AGREEMENT shall become effective to each PARTY on the date the last PARTY signs this AGREEMENT, and shall remain in effect until (1) the SGVCOG has provided written notice of completion of the design plans and all other planning activities, and (2) the SGVCOG has received payment by all PERMITTEES of their allocated pro-rata share hereunder.

Section 6. SGVCOG AGREES:

- a. Consultant Services. To act as lead agency and hire a consultant to prepare the PROJECT documentation required under the California Environmental Quality Act, and to deliver said documentation to the PERMITTEES, for their review, comment, and approval prior to formal adoption. To hire a consultant to prepare all required preliminary and final plans, specifications, and cost estimates for PROJECT, and to deliver said preliminary and final plans, specifications, and cost estimates to the PERMITTEES, for their review, comment, and approval thereof.
- b. Permits and rights of way. To acquire on behalf of PERMITTEES all required authorizations and permits from government agencies necessary to design and construct the PROJECT and to identify what rights of way may need to be acquired. Should PERMITTEES desire to have the SGVCOG acquire such rights of way, a separate agreement for that work will be required.
- c. Invoice. To invoice the PERMITTEES for their share in the cost for the preparation and delivery of the design plans, as described in Table 1 of Exhibit A. The one-time invoice for the cost will be sent upon the effective date of this AGREEMENT, as set forth in Section 4, or in December 2018, whichever comes first.

- d. Expenditure. To utilize the funds deposited by the PERMITTEES only for the administration of the consultant contract(s) and the preparation of design plans and other planning activities for the LRS projects.
- e. Contingency. To notify the PERMITTEES if actual expenditures are anticipated to exceed the cost estimate shown in Exhibit A and obtain written approval of such expenditures from all PERMITTEES. This 10 percent contingency will not be invoiced unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this AGREEMENT.
- f. Report. To provide the PERMITTEES with an electronic copy of the draft and final LRS design plans
- g. Accounting. To provide an accounting upon termination of this AGREEMENT. At the completion of the accounting, SGVCOG shall return to PERMITTEES any unused portion of all funds deposited with SGVCOG in accordance with the cost allocation set forth in Exhibit A.
- h. Permit. To work with the consultant(s) to obtain all necessary permits and approvals for installation of permanent or temporary infrastructure, if needed, and/or modifications to monitoring sites, and access to storm drains, channels, catch basins, and similar properties (FACILITIES) during monitoring events and maintenance necessary to perform the services for which consultant(s) have been retained.
- i. Responsibility. Upon completion of all work under this AGREEMENT, SGVCOG will relinquish all ownership of design plans and products stemming from planning activities to the PERMITTEES.

Section 7. THE PERMITTEES AGREE:

- a. To provide SGVCOG all available plans, and survey data of existing PERMITTEE infrastructure necessary to design PROJECT.
- b. If the location of existing facilities of public and/or private utilities conflicts with the construction of PROJECT, SGVCOG will identify such facilities located within PERMITTEES's right of way and request that the PERMITTEES enforce available rights under existing franchise agreements or encroachment permits held by PERMITTEES for facilities' protection, relocation, or removal at no cost to SGVCOG. PERMITTEES may choose to authorize SGVCOG to coordinate and inspect such protection, relocation, or removal work, at PERMITTEES's discretion. Nothing in this AGREEMENT shall restrict or affect PERMITTEES's or SGVCOG's ability to enter into separate agreements with utilities for any purpose, including for reimbursements of utility costs for protection, relocation, maintenance, or removal of their facilities.

- c. To inform SGVCOG in writing within fifteen (15) days after receipt of each set of plans, studies, specifications, and/or cost estimates from SGVCOG, if any of the materials are incomplete or if additional information is necessary in order to facilitate PERMITTEE's review of the materials.
- d. To review and provide to SGVCOG any comments and suggestions to, or required approvals/disapprovals of each set of plans, studies, specifications, and/or cost estimates submitted to PERMITTEE within thirty (30) days after receipt of the complete materials.
- e. That the plans shall be considered complete and acceptable by PERMITTEES when the plans involving PROJECT have been reviewed and approved by the PERMITTEE's City Engineer, or his/her designated agent. Receipt by SGVCOG of PROJECT plans signed by PERMITTEE's City Engineer or his/her designated agent shall constitute PERMITTEE's approval of said plans
- f. That the funds provided by PERMITTEES for this work shall be eligible for such expenditures
- g. Payment. To pay the SGVCOG for its proportional share of the estimated cost for managing the consultant(s) and administering this AGREEMENT as shown in Exhibit A, within sixty (60) days of receipt of the invoice from SGVCOG. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the LRS pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the PERMITTEES' proportional share are subject to funding appropriation and will require written approval of the PERMITTEES as explained in section 6(d).
- h. Documentation. To make a good faith effort to cooperate with one another to achieve the purposes of this AGREEMENT by providing all requested information and documentation, in their possession and available for release to the SGVCOG and its consultant(s), that are deemed necessary by the PARTIES to prepare the design plans.
- i. Access. Each PERMITTEE will allow reasonable access and entry to the consultant, on an as needed basis during the term of this AGREEMENT, to the PERMITTEES' FACILITIES to achieve the purposes of this AGREEMENT, provided, however, that prior to entering any of the PERMITTEE'S FACILITIES, the consultant shall obtain all necessary permits and approvals, including executing a Right-of-Entry Agreement as may be necessary, and provide written notice 72 hours in advance of entry to the applicable PERMITTEE. Permittees shall provide any required permits at no cost to the SGVCOG or its consultants.

Section 8. Indemnification

- a. Each PARTY, which includes the SGVCOG, shall indemnify, defend, and hold harmless each other PARTY, including their special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims,

actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct under this AGREEMENT; provided, however, that no PARTY shall indemnify another PARTY for the latter PARTY'S own negligence or willful misconduct.

- b. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto, arising out of this AGREEMENT and that is not caused by or attributable to the negligence or willful misconduct of any PARTY hereto, shall be fully borne by all the PERMITTEES in accordance with their respective pro rata cost shares, as set forth in Exhibit A.
- c. If any PERMITTEE pays in excess of its pro rata share in satisfaction of any liability described in subsection b. above, such PERMITTEE shall be entitled to contribution from each of the other PERMITTEES; provided, however, that the right of contribution is limited to the aAGREEMENTnt paid in excess of the PERMITTEE's pro rata share and provided further that no PERMITTEE may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided further that no PERMITTEE shall indemnify another PERMITTEE for the latter PERMITTEE's own negligence or willful misconduct.
- d. To the maximum extent permitted by law, the SGVCOG shall require any contractor retained pursuant to this AGREEMENT to agree to indemnify, defend, and hold harmless each PARTY, which includes the SGVCOG, their special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the contractor's performance of its agreement with the SGVCOG. In addition, the SGVCOG shall require any such contractor to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the contractor's work. These requirements will also apply to any subcontractors hired by the contractor.

Section 9. Termination and Withdrawal

- a. This AGREEMENT may be terminated upon the express written agreement of all PARTIES. If this AGREEMENT is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

- b. If a PARTY fails to substantially comply with any of the terms or conditions of this AGREEMENT, then that PARTY shall forfeit its rights to work completed through this AGREEMENT, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. SGVCOG will notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this AGREEMENT. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this AGREEMENT must be executed to reflect the change in the PARTIES' cost share.
- d. If a PARTY wishes to withdraw from this AGREEMENT for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its entire share of the LRS development costs shown in Exhibit A. The effective date of withdrawal shall be the 6th day after SGVCOG receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this AGREEMENT, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 10. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration. For the purposes of this AGREEMENT, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this AGREEMENT on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this AGREEMENT shall

have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this AGREEMENT, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 7(a) or withdraws pursuant to Section 9(d).
- f. Law to Govern. This AGREEMENT is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this AGREEMENT is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this AGREEMENT will not be affected, and this AGREEMENT will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.
- h. Entire Agreement. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any 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 to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.
- j. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this AGREEMENT.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this AGREEMENT as described in section 10(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

DRAFT

EXHIBIT A

Rio Hondo and Tributaries Funding Contributions for LRS Implementation

Table 1. Not-To-Exceed Party Cost-Share

Jurisdiction	Sub Total	SGVCOG Admin Fee (TBD)	Total
Alhambra	\$85,677	TBD	TBD
Monterey Park	\$49,092		
Pasadena	\$815,901		
Rosemead	\$12,850		
San Gabriel	\$16,533		
San Marino	\$243,004		
South Pasadena	\$20,477		
Temple City	\$233,995		
UA County	\$311,470		
Total	\$1,789,000		

Table 2. Party's Design Cost Per Waterbody

Jurisdiction	Total	Alhambra Wash			Eaton Wash			Rubio Wash		
		Drainage Area (ac)	Percentage	Cost	Drainage Area (ac)	Percentage	Cost	Drainage Area (ac)	Percentage	Cost
Alhambra	\$85,677	751.10	12.3%	\$85,677.46	0.00	0.00	\$0.00	0.00	0.00	\$0.00

EXHIBIT A

Rio Hondo and Tributaries Funding Contributions for LRS Implementation

Monterey Park	\$49,092	430.37	7.1%	\$49,092.01	0.00	0.00	\$0.00	0.00	0.00	\$0.00
Pasadena	\$815,901	2,845.42	46.8%	\$324,575.11	1,104.56	29.1%	\$158,337.32	3,287.40	60.4%	\$332,988.47
Rosemead	\$12,850	112.65	1.9%	\$12,849.91	0.00	0.00	\$0.00	0.00	0.00	\$0.00
San Gabriel	\$16,533	137.59	2.3%	\$15,694.80	0.90	0.0%	\$129.01	7.00	0.1%	\$709.05
San Marino	\$243,004	1,368.11	22.5%	\$156,059.37	80.10	2.1%	\$11,482.24	745.00	13.7%	\$75,462.80
South Pasadena	\$20,477	179.51	3.0%	\$20,476.58	0.00	0.00	\$0.00	0.00	0.00	\$0.00
Temple City	\$233,995	0.00	0.00	\$0.00	1,632.35	43.0%	\$233,995.37	0.00	0.00	\$0.00
UA County	\$311,470	259.27	4.3%	\$29,574.75	977.03	25.7%	\$140,056.05	1,400.30	25.7%	\$141,839.68
TOTAL	\$1,789,000	6,084.02		\$694,000	3,794.94		\$544,000	5,439.70		\$551,000

EXHIBIT B

Rio Hondo River and Tributaries Responsible Agency Representatives

AGENCY ADDRESS	AGENCY CONTACT
County of Los Angeles Department of Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva Email: palva@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
City of Alhambra 111 South First Street Alhambra, CA 91801	David Dolphin Email: ddolphin@cityofalhambra.org Phone: (626) 300-1571 Fax: (626) 282-5833
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754	Bonnie Tam Email: btam@montereypark.ca.gov Phone: (626) 307-1383 Fax: (626) 307-2500
City of Pasadena P.O. Box 7115 Pasadena, CA 91109	Steve Walker Email: swalker@cityofpasadena.net Phone: (626) 744-4271 Fax: (626) 744-3823
City of Rosemead 8838 East Valley Boulevard Rosemead, CA 91770	Elroy Kiepke Email: ekiepke@willdan.com Phone: (562) 908-6278 Fax: (626) 307-9218
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91776	Daren Grilley Email: dgrilley@sgch.org Phone: (626) 308-2806 Fax: (626) 458-2830
City of San Marino 2200 Huntington Drive San Marino, CA 91108	Cindy Collins Email: ccollins@cityofsanmarino.org Phone: Fax:

EXHIBIT B

Rio Hondo River and Tributaries Responsible Agency Representatives

City of South Pasadena 1414 Mission Street South Pasadena, CA 91030	Shin Furukawa Email: sfurukawa@ci.south-pasadena.ca.us Phone: (626) 403-7246 Fax: (626) 403-7241
City of Temple City 9701 Las Tunas Drive Temple City, CA 91780	Andrew Coyne Email: acoyne@templecity.us Phone: Fax:



Rio Hondo River (RH) Load Reduction Strategy (LRS) Agreement and Request for Proposal (RFP)

March 19, 2018

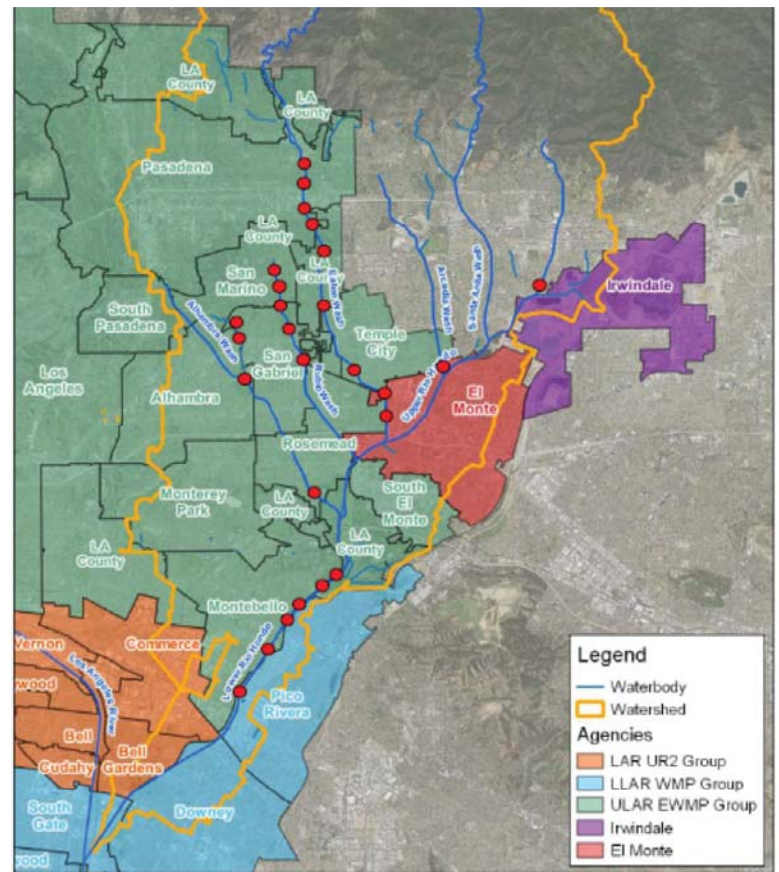
Item 7. Rio Hondo Load Reduction

Background:

- The MS4 Permit restricts the amount of bacteria entering waterways (bacteria loading)
- Cities on the Rio Hondo River and its tributaries (Eaton, Rubio, and Alhambra washes) worked collaboratively on a solution
- To implement these projects approved by the LARWQB, the permittees want to enter into an MOA with SGVCOG

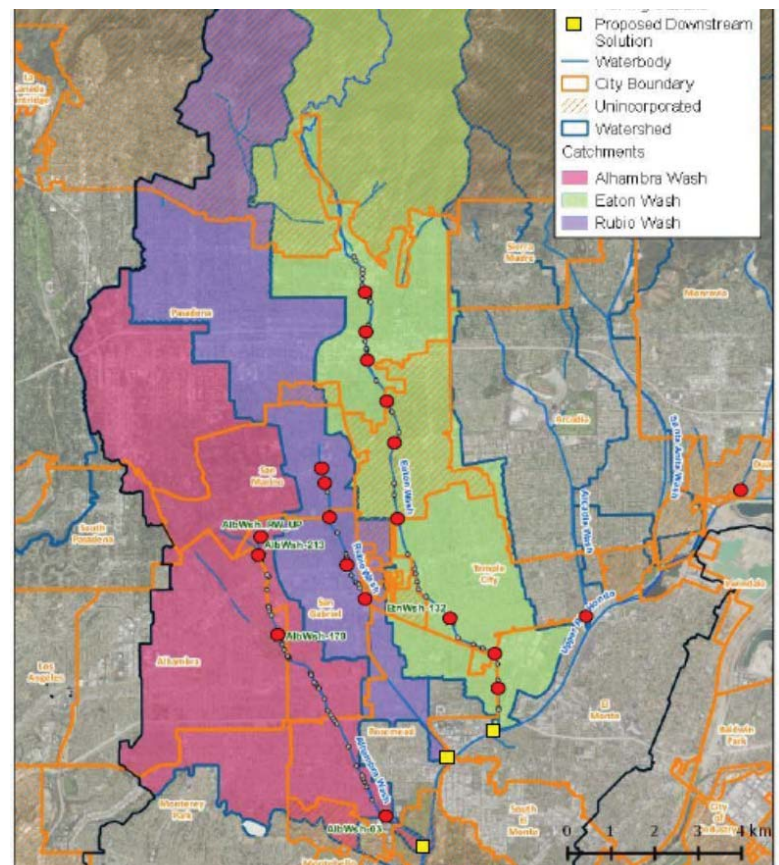
Item 7. Rio Hondo Load Reduction

- Los Angeles County
- Alhambra
- Monterey Park
- Pasadena
- Rosemead
- San Gabriel
- San Marino
- South Pasadena
- Temple City



Item 7. Rio Hondo Load Reduction

- Los Angeles County
- Alhambra
- Monterey Park
- Pasadena
- Rosemead
- San Gabriel
- San Marino
- South Pasadena
- Temple City



Item 7. Rio Hondo Load Reduction

MOA and RFP Timeline:

- March 2018: Governing Board approval to enter MOA and release RFP
- March 2018: SGVCOG releases RFP
- Summer 2018: Select a contractor for project design
- Early 2019: Design complete. Send out for bid.
- Summer 2019: Start construction

Item 7. Rio Hondo Load Reduction

Scope of SGVCOG Involvement:

- Act as lead agency to hire a consultant for project design and preparation of CEQA documentation
- Collect required permits from participating agencies
- Identify the rights-of-way needed
- Invoice participating agencies for their cost share
- Financially administer the contract
- SGVCOG Estimates our annual costs at \$60,000

Item 7. Rio Hondo Load Reduction

Questions:

- Could Pasadena's withdrawal increase the cost?
- How might the recent state audit impact bacteria TMDLs?
- How might the San Diego unfunded mandates case impact the LRS requirement?
- How might the Duarte/Gardena cases impact the LRS requirement?

Item 7. Rio Hondo Load Reduction

Governing Board Action: Authorize the Executive Director to act as follows:

- 1) Execute agreement with participating agencies regarding the administration and cost sharing for the preparation of design plans for load reduction strategy projects for the Rio Hondo River and Tributaries.
- 2) Release Request for Proposal (RFP) for the preparation of design plans for load reduction strategy projects for the Rio Hondo River and Tributaries.
- 3) Assign project management to the Capital Projects and Construction Committee.

SGVCOG / ACE Integration

	Activity	2017				2018								Status				
		S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Project Identification	Develop process for project identification, development and approval																	Draft process reviewed by committee in February and presented to Governing Board in March.
	Submit process for project identification, development and approval to GB																	
	Conduct outreach to member agencies to develop/ refine project list.																	
	Develop and approve initial project list																	
Personnel and Admin. Restructure	Conduct ACE/COG employee outreach																	An initial combined meeting held was held in August. Additional joint staff meetings planned to be held monthly.
	Develop consolidated personnel system																	Salary/classification study initiated in February and be completed in October 2018.
	Implement consolidated personnel system																	Draft combined employee handbook being reviewed internally. To be presented to Ad Hoc Committee in March. Additional consolidation pending Comp/Class study.
	Develop consolidated admin and finance system																	Being developed by staff. Draft finance manual to be prepared by April.
Budget	Implement consolidated admin and finance system																	Action pending adoption of consolidated finance manual.
	Develop consolidated budget																	Anticipate fully consolidated budget to be presented for FY 19-20.
Office Space	Identify options for joint office space																	
	Present office space options to GB for approval																	

Accomplishments:

- Developed and approved updated JPA (November 2017)
- JPA approved by a majority of member agencies (19) (December 2017)
- Developed and approved updated bylaws (December 2017)
- Election process for Construction Committee approved by Governing Board in January 2018. Elections to be held in May.
- Contract awarded for compensation / classification study (January 2018)
- Updated ACE Logo approved by Governing Board in February.

REPORT

DATE: March 19, 2018

TO: San Gabriel Valley Council of Governments Public Works TAC

FROM: Marisa Creter, Interim Executive Director

RE: **MEASURE M SUBREGIONAL ADMINISTRATIVE FUNDS**

RECOMMENDED ACTION

For information only.

BACKGROUND

In February 2017, the Governing Board directed staff to develop a Transportation Planner/Program Manager position and secure Measure M dollars to fund this position. Since that time, SGVCOG staff has participated in the Measure M Policy Advisory Council (PAC) to provide comment on the draft Measure M Guidelines. One objective of this participation was to secure this funding.

In June, the Metro Board of Directors adopted the Measure M guidelines at their June 22 meeting, and these guidelines identify a process by which these funds will be programmed by the subregional entities, including the SGVCOG, through the development of five-year subregional fund programming plans. These plans will be submitted to the Metro Board of Directors for adoption and will then guide the flow of funding to various specific projects that fall within each program. The guidelines also allow for up to 0.5% of the funding from each program to be used to for the development of these five-year programming plans, including conducting the necessary public outreach and coordination with jurisdictions and other stakeholders. As shown in Table 1 below, for the programs in the San Gabriel Valley, this 0.5% cap averages to \$185,125 annually.

Program	Total Funding (in millions)	Average Funding Per Year (in millions)	0.5% (per year)
Active Transportation	\$231	\$5.78	\$28,875
Bus System Improvement	\$55	\$1.38	\$6,875
First/last mile & Complete Streets	\$198	\$4.95	\$24,750
Highway Demand	\$231	\$5.78	\$28,875
Goods Movement	\$33	\$0.83	\$4,125
Highway Efficiency	\$534	\$13.35	\$66,750
Subregional Equity	\$199	\$4.98	\$24,875
TOTAL	\$1,481	\$37	\$185,125

Table 1.
SGVCOG Subregional Program Funding.

In October, Metro staff released the draft revenue forecasts for the first five years of Measure M. These revenue forecasts are shown in Table 2, as well as the 0.5% available for administration for each of the funded programs.

Program	Total Funding (in millions) FY 17-22	Percent of 40-year Total	0.5% (total) FY 17-22
Active Transportation	\$12.2	5.3%	\$61,000
Bus System Improvement	\$2.9	5.3%	\$14,500
First/last mile & Complete Streets	\$10.4	5.3%	\$52,000
Highway Demand	\$12.2	5.3%	\$61,000
Goods Movement	-	-	-
Highway Efficiency	-	-	-
Subregional Equity	-	-	-
TOTAL	\$37.7	2.5%	\$188,000

Table 2.
FY 2017-22 SGVCOG Programmatic Funds

As shown in Table 2, the SGVCOG’s programs are essentially “underfunded” in the first five years. That is, given the 40-year time frame of the programmatic funds, the baseline assumption would be that subregions would receive 12.5% of its programmatic funds in each of the 8 five-year programming periods. There are several reasons for this assumption. First, the SGVCOG, as well as some other subregions, have large capital projects, such as the Gold Line Phase 2B, programmed in the initial five-year period. Second, some of the SGVCOG’s programs (notably the highway programs) were not scheduled to receive funding until the final 10 years of the initial 40-year plan. Finally, Metro staff indicated that they were conservative with revenue estimates during the initial years of Measure M.

Given this revenue forecast, it is not feasible at this time to fund a transportation program manager using Measure M subregional administrative funds as the sole funding source. Averaged over the five years, the current funding provides for \$37,600 per year. Using the average of the proposed salary range for the position, it is estimated that the annual cost of the position (including salary and benefits) would be approximately \$120,000. Staff is proposing three alternatives for consideration and direction:

- **Option A:** Utilize the available funding to offset the cost of existing staff. Currently, existing SGVCOG staff performs these functions, to the extent possible. Additionally, the SGVCOG contracts with ACE for additional assistance and technical expertise. In FY 2017-18, the MOU with ACE for this work is budgeted at \$25,000.¹ These additional funds could be used to either offset or supplement this funding.
- **Option B:** Utilize the funding to hire a consulting firm to develop a five-year programming plan, conducting outreach to member agencies and other stakeholders. There has been extensive discussion at the Metro Policy Advisory Committee (PAC), led by the transit users group, about the desire to undertake a comprehensive public participation plan in developing the five-year programming plans. The Metro Board of Directors has not yet provided guidance on this subject. However, the SGVCOG could choose to dedicate a significant portion of the administrative funds to this purpose.

¹ While the SGVCOG and ACE are in the process of integrating staff, the SGVCOG would still need sufficient funds to cover the cost of former “ACE staff” working on “SGVCOG activities” regardless of whether these is a single personnel structure.

- **Option C:** Approve a special assessment equal to 0.5% of cities' Measure M local return for this initial five-year period in order to fund this full-time position.² This would mirror the 0.5% administrative funding available under the subregional programs. Table 3 shows the cost per city based on the estimated annual local return revenue. Combined with the subregional funds, this would provide a total of \$163,068 annually, which would be sufficient to fully fund the position.

City	Local Return	0.5% (Annual)	0.5% (5 year Total)
Alhambra	\$ 1,215,300	\$ 6,077	\$ 30,383
Arcadia	820,600	4,103	20,515
Azusa	702,200	3,511	17,555
Baldwin Park	1,094,600	5,473	27,365
Bradbury	15,400	77	385
Claremont	515,400	2,577	12,885
Covina	694,400	3,472	17,360
Diamond Bar	805,100	4,026	20,128
Duarte	310,300	1,552	7,758
El Monte	1,644,800	8,224	41,120
Glendora	731,100	3,656	18,278
Industry	6,300	32	158
Irwindale	20,900	105	523
La Puente	578,100	2,891	14,453
La Verne	469,400	2,347	11,735
Monrovia	531,400	2,657	13,285
Montebello	910,700	4,554	22,768
Monterey Park	881,700	4,409	22,043
Pomona	2,165,400	10,827	54,135
Rosemead	781,600	3,908	19,540
San Dimas	493,200	2,466	12,330
San Gabriel	575,600	2,878	14,390
San Marino	190,600	953	4,765
Sierra Madre	158,200	791	3,955
South El Monte	296,100	1,481	7,403
Temple City	515,300	2,577	12,883
Walnut	429,900	2,150	10,748
West Covina	1,540,000	7,700	38,500
LA County ³	14,943,600	30,000	150,000
Total	\$ 34,037,200	\$ 125,468	\$ 627,340

**Table 3.
Proposed Matching Funds for Subregional Planning.**

² This special assessment would only include cities included in the San Gabriel Valley subregion under Measure M, as well as the County.

³ The annual local return estimate for LA County represents the total funding across the County for all unincorporated communities. Based on estimates of the unincorporated population in the San Gabriel Valley, an assessment of \$10,000 per Supervisorial District was included in this chart.

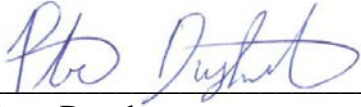
The three administrative funding proposals were first presented to the Transportation Committee at its meeting on November 16, 2017. After discussion and debate on the matter, the Committee made and approved a motion to have all funding options presented to the City Managers' Steering Committee, the Public Works TAC and the Planning Directors' TAC for feedback and direction. At its November 20, 2017 meeting, the Public Works TAC took no formal vote on, and did not endorse, any of the three options. At the Planning Directors' TAC on November 30, 2017, the Planning Directors' TAC did approve a motion to support Option C, which proposes approving a special assessment equal to 0.5% of cities' Measure M local return for the initial five-year period in order to fund a full-time transportation planning position.

Additionally, the City Managers' Steering Committee, at its December 6, 2017 meeting, expressed support for Option C. However, this Committee ultimately recommended that Option A be pursued for the time being, and that the SGVCOG should revisit the issue later in 2018, citing the ongoing integration between the SGVCOG and ACE as the main reason for delaying possible implementation of Option C. Moreover, at the Transportation Committee in January 2018, COG staff reported to the Committee that, for the time being, the COG has decided to postpone pursuing Option C and the possible hiring of a Transportation Planner, due to the City Managers' worry that there would be too much confusion if Option C was adopted while the integration between the COG and ACE was ongoing. While the Transportation Committee took no formal action on the item at the January 2018 meeting, many members of the Committee expressed support for this decision.

After taking into consideration the valuable feedback, suggestions, and input of these four committees, SGVCOG Staff proposes to move forward with Option A for now; this option calls for utilizing the available Measure M funding which is allocated specifically for development of these five-year programming plans to offset the cost of existing staff.

NEXT STEPS

In order to move forward with Option A, in which the COG would utilize the available \$37,600 annually in funding to offset the cost and work of existing staff for transportation management projects, the SGVCOG Governing Board needed to formally authorize the Executive Director to be able to negotiate an agreement with LA Metro for use of Measure M subregional administrative funds. At its March 15 meeting, the Governing Board will consider a motion to grant this authority to the Executive Director.

Prepared by: 
Peter Duyshart
Project Assistant

Approved by: 
Marisa Creter
Interim Executive Director

REPORT

DATE: March 19, 2018

TO: San Gabriel Valley Council of Governments Public Works TAC

FROM: Marisa Creter, Interim Executive Director

RE: **Update on Measure M Subregional Fund Programming**

RECOMMENDED ACTION

For information only.

BACKGROUND

In June, the Metro Board of Directors adopted the Measure M guidelines, establishing a process by which subregional funds under Measure M will be programmed by the subregional entities, including the SGVCOG, through the development of five-year subregional fund programming plans. In accordance with these guidelines, five-year project specific programming plans, or MSP 5-Year Plans, will have to be submitted to the Metro Board of Directors for adoption, which will subsequently guide the flow of funding to various specific projects that fall within each program. Based on the projected initial five-year cash flow for each subregional fund in the San Gabriel Valley subregion and recommendations by the SGVCOG Governing Board, the funds that would be available for programming are as follows:

Program	Sub-region	Funding Dates	FY 2017 FY 2018	FY 2018 FY 2019	FY 2019 FY 2020	FY 2020 FY 2021	FY 2021 FY 2022	5-Year Total	40-Year Fund Total	5-Year Percentage of Total
Active Transportation Prog. (Including Greenway Proj.)	sg	FY 2018-57	\$ 2.40	\$ 3.00	\$ 3.00	\$ 3.10	\$ 3.20	\$ 14.70	\$ 231.00	6.36%
Bus System Improvement Program	sg	FY 2018-57	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ 0.50	\$ 55.00	0.91%
First/Last Mile and Complete Streets	sg	FY 2018-57	\$ 2.00	\$ 2.00	\$ 4.00	\$ 4.60	\$ 4.80	\$ 17.40	\$ 198.00	8.79%
Highway Demand Based Prog. (HOV Ext. & Connect.)	sg	FY 2018-57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231.00	0.00%
Goods Movement (Improvements & RR Xing Elim.)	sg	FY 2048-57						\$ -	\$ 33.00	0.00%
Highway Efficiency Program	sg	FY 2048-57	\$ 2.30	\$ 2.40	\$ 0.50			\$ 5.20	\$ 534.00	0.97%
ITS-Technology Program (Advanced Signal Tech.)	sg	FY 2048-57						\$ -	\$ 66.00	0.00%
San Gabriel Valley MY Subregion Total								\$ 37.80	\$ 1,348.00	2.80%
Gold Line Foothill Extension to Claremont	sg	FY 2019-25			?	?	?		\$ 1,019.00	
SR-71 Gap	sg	FY 2022-26							\$ 248.00	
SR-57/60	sg	FY 2025-31							\$ 205.00	
Gold Line Eastside Extension	sg	FY 2029-35							\$ 543.00	
I-605/10 Interchange	sg	FY 2043-47							\$ 126.00	
SR-60/605 Interchange	sg	FY 2043-47							\$ 130.00	
Major Projects San Gabriel Valley Total									\$ 2,271.00	
Overall Total									\$ 3,619.00	

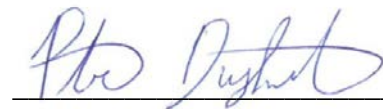
Table 1.
Adopted Measure M Multi-Year Subregional Program 5-Year Allocation (\$ in millions)

Now that SGVCOG Staff has approved and finalized monetary allocations for each of the sub-programs of the MSP 5-Year Plan to work with, COG staff can draft a list of selected projects to be constructed based on the amount of money that is available for each sub-program. Below are

the steps for this process; these steps were also presented to the Transportation Committee in January 2018 when COG staff presented the Committee with the proposed Measure M Subregional Funds Public Outreach and Participation Plan, which was adopted by the Governing Board in February 2018.

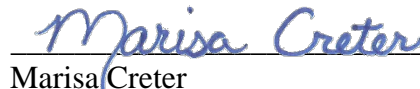
1. Staff is in the initial stages of developing a preliminary proposed project list for each sub-fund based on cash flow and results for the adopted Mobility Matrix.
2. This list will be distributed to COG member agencies and other stakeholders and posted on the COG's website for comment. Staff will attempt to make personal contact with known stakeholders and offer briefings if desired.
3. The proposed project list, as well as any comments received, will be agendized for the Public Works and Planning TACs in April 2018 for discussion and public input.
4. Recommendations from the TACs will be forwarded to the COG's Transportation Committee and agendized for the May 2018 meeting for discussion and public input.
5. Final recommendations from the COG's Transportation Committee will be forwarded to the COG's Governing Board for final approval in June 2018.
6. Upon approval of the MSP 5-Year Plan by the Metro Board and subsequent execution of funding MOU's with each individual project implementing agency, further outreach regarding the design, environmental clearance and construction of those projects will be handled individually by the implementing agency in accordance with funding guidelines and local policies.

Prepared by:



Peter Duyshart
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Approved by:



Marisa Creter
Interim Executive Director