

November 1, 2007

Rose M. Dwarshak
SECRETARY

Executive Director's
Report to the
Board of Harbor Commissioners

11-1-07
11
DATE: OCTOBER 25, 2007

FROM: ENVIRONMENTAL MANAGEMENT DIVISION

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710 CORRIDOR PROJECT

SUMMARY:

The Los Angeles County Metropolitan Transportation Authority (METRO) is the lead agency on the I-710 Corridor Project which includes the development of an engineering Project Report, an Environmental Impact Report/Environmental Impact Statement (EIR/EIS), and community outreach efforts. Provisions for future freight mobility and air quality improvements along this corridor will be included in this effort through a full examination of alternatives including the use of advanced technology for the movement of goods. The total cost of the project is \$27,000,000 expended over 44 months of which the Port will contribute \$6 million.

On June 7, 2006, the Port of Los Angeles approved \$5,000,000 for this project and earmarked an additional \$1,000,000 for a pilot project that uses a non-polluting alternative to transport containers. Staff is now recommending participation in the multi-agency funding agreement to carry out the work.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that supporting the Los Angeles County Metropolitan Transportation Authority (METRO) on the I-710 Corridor Project is consistent with the public trust for navigation, commerce, recreation, and fisheries;
2. Delegate authority to the Executive Director to work with METRO to identify a pilot project that uses "green technology" or other non-polluting alternatives to transport containers;
3. Authorize the Executive Director to execute and the Board Secretary to attest to, the multi-agency funding agreement for and on behalf of the Board;
4. Authorize the transfer of \$6,000,000 from the Unappropriated Balance (\$5,000,000 for the I-710 Corridor Project and \$1,000,000 for the demonstration pilot project) and transfer those funds to Account 54260 (Environmental Assessment Services), Center No 330 (Environmental Management Division), Program No. 651 (CEQA/NEPA); and

DATE: OCTOBER 25, 2007

PAGE 2 OF 7

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710 CORRIDOR PROJECT

5. Authorize the Executive Director to release these funds from the Unappropriated Balance.

DISCUSSION:

1. Background. The I-710 freeway is one of the nations most heavily traveled freeway routes and is a major goods movement corridor for the transport of international containers. It is a vital transportation artery, linking the ports of Los Angeles and Long Beach to rail freight yards located near Interstate 5 (I-5) and to warehousing and distribution points scattered throughout the Southern California region and beyond.
2. The Los Angeles Metropolitan Transportation Authority (METRO) has jurisdiction over Los Angeles County transportation programs and is the lead transportation agency for the I-710 Corridor Project. The I-710 Corridor Project includes three major work components: (1) Engineering Studies, (2) Environmental Studies, and (3) Community Outreach & Public Communications. The I-710 EIR/EIS will be unique for the state in that it will be the first EIR/EIS that Caltrans undertakes that includes a health risk assessment.
3. Project Study Area. The study area includes the I-710 freeway from Ocean Blvd. to the SR-60 freeway, depicted in Transmittal 1. The north end of the proposed project area includes the northbound and southbound connectors between I-710 and SR-60. The current proposed length of the project area is approximately 18 miles. The project also includes freeway-to-freeway interchanges between the I-710 and the I-405, SR-91, I-105 and I-5 freeways. The current proposed project limits for the freeway-to-freeway interchanges are 1 mile east and west of I-710 for these adjoining freeways for geometric studies. The proposed project area also currently includes the major arterial north/south and east/west roads from Wilmington Ave. on the west to Lakewood Blvd. on the east.
4. Hybrid Design Concept. The engineering and environmental (EIR/EIR) phases of this project will be based on The Major Corridor Study's Locally Preferred Strategy (MCSLPS) adopted by the METRO board on June 22, 2006. It identifies a number of freeway improvement alternatives, transportation alternatives, and interchange and arterial improvements developed with extensive collaboration and input from the community and stakeholders. The locally preferred strategy (LPS), called the Hybrid Design Concept, includes a full standard 10 mixed flow lanes at-grade next to 4 exclusive truck lanes for a total of 14 lanes. (See Transmittal 2).
5. Alternative Technologies. The EIR/EIS scope of work will consider alternative (zero emission) technologies for transporting containers through the corridor, insuring adequate attention is paid to alternative container transportation technologies that may be available in

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710 CORRIDOR PROJECT

the future. The EIR/EIS will formally evaluate these technologies under Alternative 3: Goods Movement Enhanced by Rail and/or Advanced Technology.

6. On June 7, 2006, the Board of Harbor Commissioners approved a \$5,000,000 contribution for the I-710 Corridor Project, and earmarked an additional \$1,000,000 for a pilot project that uses green technology or other non-polluting alternative(s) to transport containers. The Board also endorsed the creation of the multi-jurisdictional entity to oversee the environmental phase of the I-710 Corridor Project and authorized the Executive Director to develop a funding agreement between the Port and other funding partners.
7. The Port of Los Angeles and Port of Long Beach have joined efforts to study alternative technologies for moving containers from the San Pedro Bay Ports. The Zero-Emissions ("Green") Container Mover System Evaluation Study (Study) will compare those technologies deemed viable to conventional truck drayage, cleaner truck engines, electric trucks, and liquefied natural gas (LNG) trucks. It is anticipated that through this Study, a technology will be selected and a prototype demonstration project will be funded. The results of the Study and the demonstration project will be shared with METRO for consideration as an alternative in the Corridor Study. The \$1,000,000 earmarked for a pilot project in the multi-agency funding agreement, will offset some of the costs associated with the demonstration project.
8. Community Outreach. Community participation is key to the success of the I-710 Corridor Project. METRO has established three different types of committees to foster communication and participation from the community. Through these committees, the community can learn about the project, provide feedback to the governing committees (mainly the Project Committee and the Executive Committee), and can provide input into project documents while in draft form. The three types of committees include:
 - a. **Local Advisory Committees (LAC)**. A LAC may be established in each of the 14 corridor cities and in unincorporated East Los Angeles. The City of Long Beach contains slightly more than one-third of the 18-mile freeway frontage and may identify up to 4 LACs. Members will be drawn from impacted neighborhoods. The LACs will focus on current and future community impacts and mitigation plans to reduce those impacts. The Chairperson of each LAC will facilitate the meetings and represent the LAC on the Corridor Advisory Committee.
 - b. **Subject Working Groups (SWG)**. Three working groups will be created to provide a more in depth study of the following subjects across community boundaries: the environment, transportation, and community design and local economics.

DATE: OCTOBER 25, 2007

PAGE 4 OF 7

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710 CORRIDOR PROJECT

- c. **Corridor Advisory Committee (CAC).** The CAC will consist of members from the LACs, SWGs, the Technical Advisory Committee, and other stakeholders. The CAC will be structured and focused on key topic areas that are identified by the LAC and the SWG committees.

The Technical Advisory Committee (TAC) is given a seat on these community committees for the purpose of providing a technical perspective to their deliberations and ensuring that the TAC becomes aware of community concerns as they arise. The Community Participation Framework is more clearly defined and depicted in Transmittal 3.

9. Selection Process & Funding. METRO distributed a Request for Proposal for the I-710 Corridor Project EIR/EIS Engineering and Environmental Components on November 17, 2006, and a Request for Proposal for the I-710 Corridor Project EIR/EIS Community Outreach Component on November 20, 2006. Port staff evaluated consultant proposals and participated in the interview panels. The following firms were selected to perform services for the I-710 Corridor Project:

• URS Corporation, engineering & environmental	\$22,700,000
• Moore Iacofano Goltsman, community outreach	\$ 1,779,000
Contingency	<u>\$ 2,251,000</u>
	\$27,000,000

The subconsultant composition for URS Corporation and Moore Iacofano Goltsman is listed in Transmittal 4.

These consultants will be under contract with Metropolitan Transportation Authority (METRO). As Contract Manager, METRO will be responsible for managing the overall EIR/EIS, engineering Project Report, and community outreach activities performed under the contracts. Port staff will be involved in this project through the I-710 Executive Committee and the I-710 EIR/EIS Project Committee (see Transmittal 3), and the Gateway Cities Government Council. Per the funding agreement, METRO shall distribute to the Funding Partners a quarterly progress report that, in narrative form, describes progress toward completion of tasks and projects; conformance with project schedules; and a summary of costs incurred.

DATE: OCTOBER 25, 2007

PAGE 5 OF 7

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710 CORRIDOR PROJECT

The Funding Partners will contribute the following amounts:

Agency	Funding	% of Funding	In-Kind Services
Gateway Cities Council of Govts.	\$5,000,000	18.5%	
METRO	\$7,000,000	26.0%	
Port of Los Angeles	\$5,000,000*	18.5%	
Port of Long Beach	\$5,000,000	18.5%	
Ca. Dept. of Transportation	\$5,000,000	18.5%	
I-5 Joint Powers Authority			\$2,000,000
TOTAL	\$27,000,000	100.0%	\$2,000,000

*In addition to the \$5,000,000, the Port of Los Angeles will contribute to METRO an additional \$1,000,000 earmarked for a pilot project, specifically, a prototype that uses green technology or other non-polluting alternative(s) to transport containers. This "green technology" demonstration pilot project will be developed by the Port, in conjunction with MRTR0, with funding separate from the EIR/EIS contributions from the funding partners noted above.

ENVIRONMENTAL ASSESSMENT:

Approval of the proposed agreement is an administrative action for the funding of a planning study for possible future action, which will include consideration of environmental factors. As such, the Director of Environmental Management has determined that the Board action on these proposed agreements is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) and 2(d)) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the four-year Agreement discussed herein would commit \$5,000,000 for reimbursement costs associated with the I-710 Corridor Project, and \$1,000,000 for a pilot project for a total not-to-exceed amount of \$6,000,000. It is anticipated that funds under the agreement will be expended as follows:

DATE: OCTOBER 25, 2007

PAGE 6 OF 7

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710 CORRIDOR PROJECT

<u>Fiscal Year</u>	<u>Amount</u>
2007/2008	\$ 910,000
2008/2009	\$2,363,000
2009/2010	\$1,363,000
<u>2010/2011</u>	<u>\$1,364,000</u>
Total	\$6,000,000

The Board of Harbor Commissioners took action on June 7, 2006 and agreed to approve contribution of \$5,000,000 for the I-710 Corridor Project although funds were not budgeted nor appropriated. Staff is now requesting Board approval to transfer \$6,000,000 from the Unappropriated Balance to Account 54260, Center 0330, to cover the expenses associated with the I-710 Corridor Project and demonstration project.

CITY ATTORNEY:

The Agreement is subject to approval from the Office of the City Attorney.

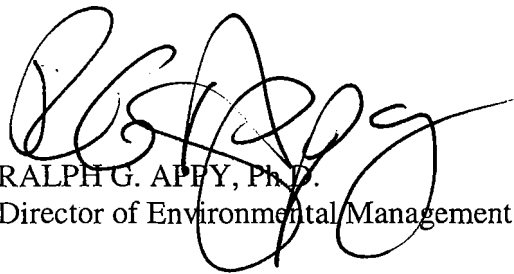
DATE: OCTOBER 25, 2007

PAGE 7 OF 7

SUBJECT: APPROVAL OF A MULTI-AGENCY FUNDING AGREEMENT TO
SHARE THE COSTS FOR ENGINEERING, ENVIRONMENTAL AND
COMMUNITY OUTREACH SERVICES ASSOCIATED WITH THE I-710
CORRIDOR PROJECT

TRANSMITTAL:

1. Project Study Area
2. Hybrid Design Concept
3. Community Participation Framework
4. Subconsultant Composition
5. Multi-agency Funding Agreement



RALPH G. APPY, Ph.D.
Director of Environmental Management



MICHAEL R. CHRISTENSEN
Deputy Executive Director

APPROVED:



for GERALDINE KNATZ, Ph.D.
Executive Director

RGA:AVG:GY:dmr:gde

File: Y:_Board Reports\I710\FINAL I710.DOC

**FUNDING AGREEMENT BY AND AMONG THE GATEWAY CITIES
COUNCIL OF GOVERNMENTS, I-5 CONSORTIUM CITIES JOINT POWERS
AUTHORITY, LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, PORT OF LONG BEACH, PORT OF LOS
ANGELES, AND THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE I-710 ENVIRONMENTAL IMPACT
REPORT/ENVIRONMENTAL IMPACT STATEMENT AND ENGINEERING
PROJECT REPORT FOR THE I-710 FROM OCEAN BOULEVARD TO SR-60**

This Funding Agreement (this "FA") Number FA.PO710EIR herein referred to as a "FA", is entered into as of the date the last party executes this Agreement by and among the Gateway Cities Council of Governments ("GCCOG"), I-5 Consortium Cities Joint Powers Authority ("I-5 JPA"), Los Angeles County Metropolitan Transportation Authority ("METRO"), the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners, commonly known as the Port of Long Beach ("POLB"), the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners, commonly known as the Port of Los Angeles ("POLA"), and the State of California Department of Transportation ("STATE"), hereinafter referred to collectively either as the "parties" or "Funding Parties".

RECITALS

WHEREAS, on June 22, 2006, the METRO Board of Directors adopted the Alternative Analysis for the I-5/I-710 Interchange (East Los Angeles Mini-Study) including Tier 1 Community Advisory Committee comments from East Los Angeles and City of Commerce and incorporated it into the I-710 Major Corridor Study's Locally Preferred Strategy (MCSLPS) adopted by the Board on January 27, 2005; authorized the METRO Chief Executive Officer (CEO), or his designee, to proceed with the Environmental Impact Report/Environmental Impact Statement (Environmental Phase) for the project pursuant to the MCSLPS; and authorized the METRO CEO or his designee to negotiate and execute funding contracts or agreements as needed with agencies that have committed to provide funds for the conduct of the EIR/EIS; and

WHEREAS, the Funding Parties have a common interest in funding and developing an Engineering Project Report and an EIR/EIS ("I-710 EIR/EIS") for the I-710 from Ocean Blvd through SR-60 ("Project Area"), pursuant to the I-710 MCSLPS; and

WHEREAS, GCCOG, I-5 JPA, METRO, POLB, POLA, and STATE have a common interest in the development of goods movement projects and mobility strategies that will help to relieve traffic congestion, reduce emission thereby improving air quality, and improving the economy of the region; and

WHEREAS, the I-710 is a major corridor for goods movements, and thirty-five percent of the nation's container cargo travels through the San Pedro Bay Ports; and

WHEREAS, POLB and POLA are empowered by their respective Tidelands Grants to foster the orderly and necessary development of the ports, consistent with the public trust for navigation, commerce, recreation, and fisheries; and

WHEREAS, GCCOG, METRO, and STATE entered into a Memorandum Of Understanding, dated October 12, 2006, (the "MOU") that created an I-710 Governance Structure which consists of an I-710 Executive Committee, I-710 EIR/EIS Project Committee, Community Input and Public Participation, Goods Movement Strategy Advisory Group, and a Technical Advisory Committee identified in Attachment "A"; and

WHEREAS, GCCOG, I-5 JPA, METRO, POLB, POLA, and STATE consider that identifying strategies for achieving near-term improvements to the Project Area's air quality to be important; and

WHEREAS, the purpose of this FA is for the Funding Parties to provide funding to METRO to procure consultant services to perform the Scope of Work identified in METRO's Request for Proposals: (RFPs) RFP PS4340-1939, issued 11/17/06, and clarified by the consultant on May 15, 2007; and RFP PS4340-1940, issued 11/20/07, and clarified by the consultant June 12, 2007; (collectively the "RFPs"), attached hereto as Attachment "B" ("Scope of Work") and incorporated herein by this reference; and

WHEREAS, this FA will address all funding mechanisms, terms, and reporting and audit requirements; and

WHEREAS, a Project Team consisting of GCCOG, I-5 JPA, METRO, POLA, POLB, and STATE will assist and guide the METRO Project Manager in conducting this study; and

WHEREAS, the Funding Parties are willing to undertake the obligations set forth herein; and

WHEREAS, on June 7, 2006 POLA earmarked \$1 Million Dollars for a pilot project that uses green technology or other non-polluting alternative(s) to transport containers.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- a. METRO agrees to procure consultants (the "Consultants") to perform the Scope of Work in a form substantially as shown in Attachment "B". However, the Funding Parties understand and agree METRO will enter a fully executed consulting contract with URS Corporation and MIG, Inc., and when such contracts are final, copies will be provided to the Funding Parties and the Parties agree such executed contracts shall be automatically substituted as Attachment "B".

- b. STATE and GCCOG intend to use state or federal funds to meet their funding obligation described herein. METRO agrees to comply with applicable clauses associated with each funding source requirement, as identified by the funding source grantee.
- c. I-5 JPA intends to use federal funds to be matched with STATE funds which will be used by STATE to prepare the environmental documents (“ED”) and project report (“PR”) for the northern portion of the project from Washington Blvd. interchange to I-5/I-710 interchange (including SR-60 interchange on I-710) (“Northern Project Area”). STATE and I-5 JPA assume all responsibilities for the ED & PR for the Northern Project Area, which is outside the scope and funding of this Agreement.
- d. METRO will procure Consultants to perform the Scope of Work, through a competitive process, with the participation of the Funding Parties. Any additional scope changes, additions, deletions or contract amendments will require the approval of all Funding Parties
- e. Subject to the execution of a valid, enforceable contract between METRO and the Consultants, METRO shall be responsible for managing the Consultants in performing the Scope of Work. METRO’s Project Manager shall approve all Consultant invoices and deliverables.
- f. METRO’s Project Manager will have final approval of all Consultant deliverables. However prior to accepting a deliverable from the Consultant, the METRO Project Manager will consult STATE’s Environmental Deputy District Director, STATE’s Design Deputy District Director, and METRO’s Community Outreach Deputy Project Manager in conjunction with the Funding Parties, as appropriate.

2. TERM

This FA shall commence the date of full execution and terminate 44 months thereafter, unless extended by mutual agreement of the parties as evidenced by an amendment to this FA or terminated earlier pursuant to Section 5.

3. PAYMENT & QUARTERLY PROGRESS REPORTS

- a. Except as expressly provided otherwise, each Funding Party has committed to METRO the funding as identified in Attachment “C”. Notwithstanding anything contained in this FA to the contrary, in no event shall any Funding Party be obligated under this FA to contribute or reimburse any amount which would cause its aggregate contribution amount to exceed its maximum contribution amount reflected in Attachment “C”.

- b. Funds will be paid to METRO on a reimbursement basis. Each time METRO pays the Consultant under the contracts issued pursuant to Attachment "B", METRO will submit an invoice to each Funding Party for reimbursement of its prorata share, subject to Section 3a. The format of the reimbursement invoice as agreed to by the Funding Parties is attached hereto as Attachment "D". If STATE or GCCOG designate METRO as the sub-recipient of their respective grants, METRO shall submit invoices directly to the granting authority rather than to the applicable Funding Party.
- c. METRO shall pay the Consultants' invoices within 30 days of receipt. The Funding Parties shall pay METRO invoices within 30 days of receipt. If METRO becomes a sub-recipient of any grant, invoices shall be paid pursuant to the granting authority's proceedings.
- d. From the \$27,000,000 funding committed by the Funding Parties, as set forth in Attachment "C", METRO shall pay for all costs and expenses incurred by the Consultants as described in Attachment "B" Scope of Work.
- e. The Funding Parties recognize that although the cost and expenses to be incurred by the consultants are fixed and predetermined by METRO, there may be cost overruns or delays arising out of the consultant contracts. If such event is anticipated or has occurred, METRO will promptly notify the other Funding Parties of such fact and the reasons, and the Funding Parties agree to discuss amending this Agreement to extend the termination date or provide additional funding, as appropriate. After such discussion, each Funding Party may, if it chooses, seek its Board's/Commission's approval of such extension of the termination date or additional funding, which approval will be granted or withheld in the sole discretion of each such Funding Party's Board/Commission. Any non-approval or withholding of approval of a Funding Party under this paragraph will not be deemed a default or failure to comply with its obligations under this Agreement.
- f. METRO shall distribute to Funding Parties a quarterly progress report that, in narrative form, describes progress toward completion of tasks and projects; conformance with project schedules; and a summary of costs incurred.
- g. METRO shall send GCCOG, POLA, POLB, and STATE quarterly invoices for reimbursement.

4. MUTUAL INDEMNIFICATION

- a. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury damage or liability occurring by reason of anything done or omitted to be done by METRO, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. METRO shall indemnify, defend and hold the other Funding Parties and their respective

officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of METRO or its officers, agents, employees, contractors or subcontractors in connection with this FA, including, without limitation, procurement and management of the Consultants.

- b. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by GCCOG, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. GCCOG shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of GCCOG or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- c. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by I-5 JPA, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. I-5 JPA shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of I-5 JPA or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- d. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by POLB, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. POLB shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of POLB or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- e. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by POLA, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. POLA shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses,

including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of POLA or its officers, agents, employees, contractors or subcontractors in connection with this FA.

- f. Neither any of the other Funding Parties nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE, or by their officers, agents, employees, contractors and subcontractors in connection with this FA. STATE shall indemnify, defend and hold any of the other Funding Parties and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of STATE or its officers, agents, employees, contractors or subcontractors in connection with this FA.
- g. The provisions of Section 4 shall survive the termination of this Funding Agreement.

5. TERMINATION OF FUNDING AGREEMENT

If for any reason, any Funding Party fails to fulfill its financial obligation in a timely and proper manner or its obligations under this FA, or violates any of the terms or conditions of this FA or applicable Federal and State laws and regulations, the Funding Party declaring the default, shall send a notice of such default to the defaulting Funding Party with a copy to all the other Funding Parties. If the default is not cured within a reasonable time as specified in the default notice, the Funding Parties shall meet and confer to discuss the path forward in light of the default. If the Funding Parties cannot reach agreement on a path forward, then any one Funding Party may terminate this FA upon thirty (30) days written notice to the other Funding Parties. In addition, the non-defaulting Funding Parties reserve their rights to pursue any legal and equitable remedy against the defaulting Funding Party.

6. MISCELLANEOUS

- a. This FA contains the entire understanding between the parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this FA. There are no representations, agreements, arrangements or understanding oral or written, between the parties relating to the subject matter of this FA, which are not fully expressed herein.
- b. This FA shall be construed and interpreted under the laws of the State of California.
- c. In the event any part of this FA is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the

remainder of the FA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

- d. No party may assign this FA or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.
- e. No amendment, modification, alteration or variation of the terms of this FA shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this FA and not incorporated herein shall be binding on any of the parties thereto.
- f. The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assignees
- g. Time is of the essence for each and every provision of this FA
- h. All parties fully participated in drafting this FA
- i. Notices: Any notice required or permitted under this FA, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Roger Snoble
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-22-3
Los Angeles, CA 90012
Attention: Ernest T. Morales

Richard R. Powers
Executive Director
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Mike Mendez
Chairman
I-5 Consortium Cities Joint Powers Authority
12700 Norwalk Boulevard
PO Box 1030
Norwalk, CA 90651-1030
Attention: Yvette Kirrin

Richard D. Steinke
Executive Director
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802
Attention: Director of Transportation Planning

Geraldine Knatz
Executive Director
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Ralph G. Appy

Douglas R. Failing
Director of District 7
State of California Department of Transportation, District 7
Los Angeles, CA 90012
Attention: Abdi Saghafi

- j. The persons executing this FA on behalf of the parties hereto warrant that they are duly authorized to execute this FA on behalf of said parties and that by doing so, the terms and conditions hereof are valid and binding obligation of the parties
- k. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- l. IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives

GATEWAY CITIES COUNCIL OF GOVERNMENTS ("GCCOG")

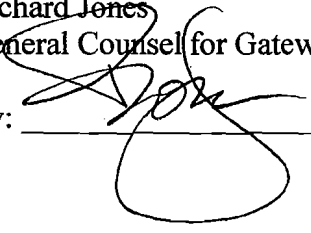
By: 

Richard R. Powers
Executive Director

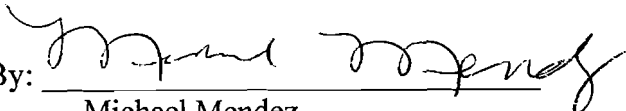
Date: 11-11-07

Approved as to form:

Richard Jones
General Counsel for Gateway Cities COG

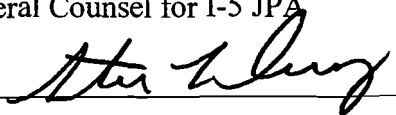
By: 

I-5 CONSORTIUM CITIES JOINT POWERS AUTHORITY ("I-5 JPA")

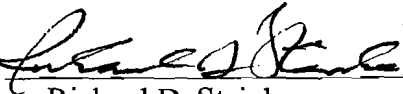
By: 
Michael Mendez
Chairman

Date: _____

Approved as to form:
Steve Dorsey
General Counsel for I-5 JPA

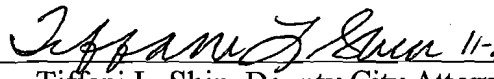
By: 

THE CITY OF LONG BEACH, by its
Board of Harbor Commissioners ("POLB")


By: 
Richard D. Steinke
Executive Director

Date: 11-05-07


Approved as to form:
Robert E. Shannon, City Attorney

By:  11-2-07
Tiffani L. Shin, Deputy City Attorney

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners ("POLA")

By: 
Geraldine Knatz
Executive Director

Date: 11/28/07

Attest: 
Secretary

Approved as to form:
Rockard J. Delgadillo, City Attorney

By: 

Date: 11/27/07

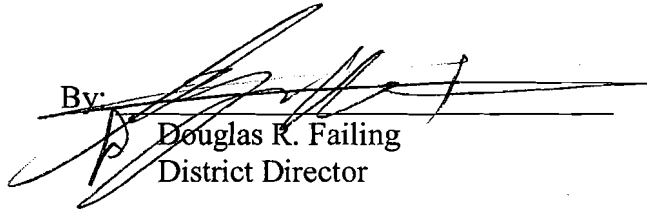
Account # 54260 W.O. # _____
Ctr/Div # 330 Job Fac. # _____
Proj/Prog # 651

Budget FY:	Amount:
07/08	\$6,000,000

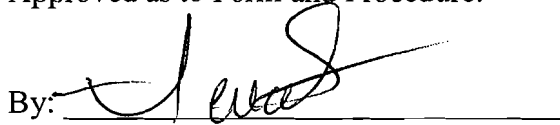

For Acct Div Use Only
Verified Funds Available
Date Approved: 11-28-07

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION ("STATE")

WILL KEMPTON
Director

By: 
Douglas R. Failing
District Director

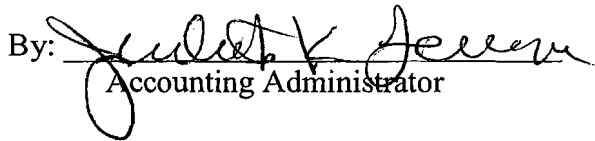
Approved as to Form and Procedure:

By: 
Attorney
Department of Transportation

Certified as to Funds:

By: 
District Budget Manager

Certified as to Financial Terms and Conditions:

By: 
Accounting Administrator

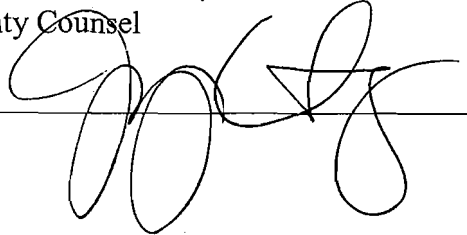
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
("METRO")**

By: 

Roger Snoble
Chief Executive Officer

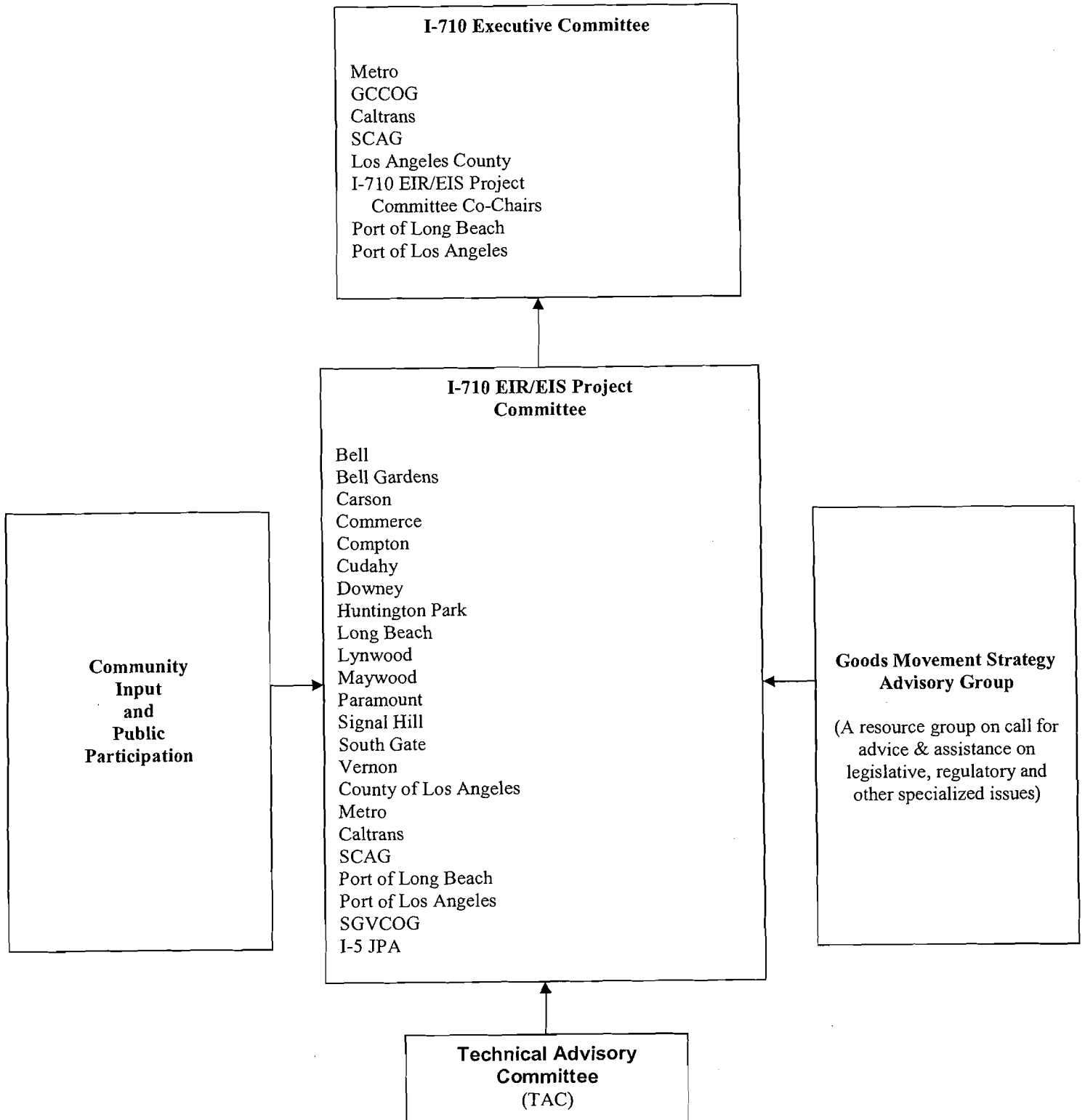
Date: 12-16-07

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By: 

ATTACHMENT A

I-710 PROJECT GOVERNANCE STRUCTURE



ATTACHMENT B

Electronic copies of RFP PS4340-1939 & PS4340-1940, and their respective clarifications were sent via email 6/28/07 and hard copies were mailed via UPS on 6/29/07 to each respective Funding Party. These documents now comprise the Scope of Work, Attachment B. However, as stated in paragraph 1a, once Metro fully executes consultant contracts, copies will be sent to each Funding Party and the executed contracts shall automatically be substituted as Attachment "B".

ATTACHMENT C

I-710 EIR/EIS Corridor Project Funding Commitments			
Agency	Source of Funding	Funding % of Total Funding	Value of additional work that supports the I-710 EIR/EIS Project
GCCOG*	Federal – SAFETEA-LU	\$5,000,000 18.5%	
METRO**	Local – Planning Funds	\$7,000,000 25.9%	
POLA	Local – Port Revenue	\$5,000,000 18.5%	
POLB	Local – Port Revenue	\$5,000,000 18.5%	
STATE	State - ITIP	\$5,000,000 18.5%	
I-5 JPA***	Federal – SAFETEA-LU		\$2,000,000
TOTAL		\$27,000,000 100.0%	\$2,000,000

*GCCOG commits 100% of that portion of its I-710 SAFETEA-LU earmark that is appropriated up to \$5,000,000
 ** \$5 Million represents METRO's original Funding Commitment; an additional \$2 Million represents an exchange of Funds between METRO and SCAG

*** I-5 JPA's contribution represents \$2,000,000 in-kind services for work on the Environmental Document and Project Report on the I-710 from Washington Blvd to SR-60

ADDITIONAL FUNDING COMMITMENTS

POLA	\$1,000,000	These funds are earmarked for a pilot project, specifically, a prototype that uses green technology or other non-polluting alternative(s) to transport containers. The selected pilot project must be acceptable to Metro and approved by the Port of Los Angeles.
------	-------------	--

ATTACHMENT D

Invoice format Metro will use to request payment from Funding Parties

Invoice Payment Request

Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza
 Los Angeles, CA 90012

Remittance Address : File #54924
 Los Angeles, CA 90074-4924

Name of Agency:
Address:

Agreement # :
BTRC # :
TIN# :
Project # :
Task# and Description :

Part I. Total Current Consultant Costs Paid by Metro

Period from xx/xx/xx to xx/xx/xx

Task #	Description	Current Invoice
100	Perform Project Management	
160	Perform Preliminary Engineering Studies and prepare draft engineering Project Report	
165	Perform Environmental Studies and prepare draft Environmental Document	
175	Circulate draft Environmental Document and selected preferred Project Alternative	
180.05	Review and Approve engineering Project Report	
180.10	Prepare and approve Final Environmental Document	
180.15	Complete Environmental Document	
Outreach	Facilitation of Community Participation in the I-710 Corridor EIR/EIS	
	subtotal	

Total Cost for period :	\$xx.xx
Allocations :	
Metro :	(xx.xx%) \$xx.xx
Other Agency:	(xx.xx%) \$xx.xx
Current Invoice Amount :	<u>\$xx.xx</u>
Invoice Date :	xx/xx/xx
Invoice Number :	xxxxxx
Billing Number :	xxxxxx

Part II. Billing Summary

Total Cost to date :	\$xx.xx
Billed to date :	\$xx.xx
Balance due :	<u>\$xx.xx</u>

Part III. Financial Summary

Grant Amount :	\$xx.xx
Less: Total Cost to date	-\$xx.xx
Grant Balance :	<u>\$xx.xx</u>

Part IV. Certification

I certify under penalty of perjury that the above invoice is just and correct according to the terms of Agreement.

Name and Title

 Metro Representative

 Contact Name and Phone #

Agency Verification
Date