

MEETING DATE: 03/01/10

AGENDA ITEM: Approval of a Memorandum of Understanding Between the City of Culver City, the City of Los Angeles, and the County of Los Angeles Related to Addressing Regional Traffic Issues.

ATTACHMENTS

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MEMORANDUM OF UNDERSTANDING

FOR THE

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION
WORKING GROUP

CITY OF CULVER CITY
CITY OF LOS ANGELES
COUNTY OF LOS ANGELES

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION WORKING GROUP

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF CULVER CITY, LOS ANGELES
AND THE COUNTY OF LOS ANGELES

This Memorandum of Understanding (hereinafter referred to as "Agreement") is entered into by and between the City of Culver City (hereinafter referred to as "Culver City"), the City of Los Angeles (hereinafter referred to as "Los Angeles"), and the County of Los Angeles (hereinafter referred to as "County").

RECITALS

- A. Culver City, Los Angeles, and County (hereinafter referred to collectively as "Agencies" and individually as "Agency") desire to improve transportation mobility and traffic flow in the portion of the Westside of Los Angeles County identified in Exhibit "A" (hereinafter referred to as "Study Area").
- B. The Agencies have determined that the goal of improving traffic mobility and flow in the Study Area is in the general interest of Culver City, Los Angeles, County, and the region as a whole; but there is currently no mutually agreed upon set of transportation improvements for the Study Area and no formal way of pooling project support or financial resources to fund such improvements.
- C. The Agencies have agreed to form the Regional Development and Traffic Mitigation Working Group to guide the process of establishing a transportation improvement plan and collaboratively pursue outside funding sources to implement this plan.
- D. The Agencies have developed a list of potential transportation improvement projects to enhance traffic mobility in the Study Area. The list of improvements is illustrated and described in Exhibit "B."
- E. The Agencies acknowledge that, while these proposed improvements are expected to improve traffic mobility in the Study Area, not all of the proposed improvements have been vetted through the community nor cleared environmentally. Therefore, additional outreach and environmental review and studies may be required for some or all of the proposed projects.
- F. The Los Angeles County Metropolitan Transportation Authority (Metro) and the State of California Department of Transportation (Caltrans) will be invited to participate with the Regional Development and Traffic Mitigation Working Group to provide input in the evaluations and discussions of potential transportation improvement projects.

AGREEMENT

Now, therefore, the Agencies hereby agree as follows:

1. EACH AGENCY AGREES:

- A. To perform all services and comply with all duties, obligations and conditions set forth in this Agreement.
- B. To assign an authorized representative and a designee or designees to participate as an active member of the Regional Development and Traffic Mitigation Working Group.
- C. To direct the authorized representative and designee(s) to confer with relevant elected officials, as needed, on matters before the Regional Development and Traffic Mitigation Working Group.
- D. In addition to the list of transportation projects set forth in Exhibit "B," to discuss, evaluate, and rank other potential transportation improvement projects and revise Exhibit "B" accordingly. Exhibit "B" may be modified upon written consent of Agencies acting by and through their authorized representatives.
- E. To work cooperatively to continue to prioritize the list of projects identified in Exhibit "B," as revised.
- F. To work cooperatively to seek outside funding sources to fund the cost of the agreed upon set of transportation improvements.
- G. To support a fellow Agency in their pursuit of federal, state, county, or Metro Call for Projects funding sources to fund an improvement project listed in Exhibit "B." If an application for grant monies is pursued to fund such a project, each agency will provide a project letter of support, unless the Agencies agree to collectively pursue the funds as one entity.
- H. To hold in reserve any regional impact fees (such as the proposed Los Angeles County Metropolitan Transportation Authority Congestion Management fee) collected from development projects within the Study Area to help implement the improvements listed in Exhibit "B."
- I. To consider supplementing regional impact fees with the allocation of revenues identified in 1.G., such as Los Angeles County Measure R funds, as matching funds toward approved projects listed on Exhibit "B."
- J. To seek to form Joint Powers Agreements or Project Agreements on a project-by-project basis as necessary to further the list of projects identified on Exhibit "B." Said agreements shall stipulate the contribution of funds from each Agency toward the project.
- K. To work to meet the milestones identified in Exhibit "C."

- L. To add future milestones, as needed, by amendment to Exhibit "C." Exhibit "C" may be modified upon written consent of the Agencies acting by and through their authorized representatives.
- M. To work together to create bi-annual reports in April and October of every year addressed to the relevant elected officials overseeing the Agencies. These reports shall include a description of the Regional Development and Traffic Mitigation Working Group's progress toward achieving the milestones identified Exhibit "C."

2. TERM OF AGREEMENT:

- A. The term of this Agreement shall commence when duly executed by all parties and terminate when the Agencies agree in writing that the Agreement is no longer necessary.
- B. Any party may withdraw from this Agreement, at any time, by sending a 30-day notice of such withdrawal to each of the other Agencies. The notice shall state with reasonable specificity the reasons for withdrawing from the Agreement. Withdrawal shall be effective thirty (30) calendar days after receipt of said letter.
- C. This Agreement may be terminated by mutual consent of all Agencies.

3. INDEMNIFICATION AND LIABILITY:

No party, nor any other officer or employee of such an Agency shall be responsible for any damage or liability occurring by reason of any acts or omission on the part of any other party under or in connection with this Agreement. Each of the separate parties agrees to indemnify and hold each other harmless in connection with liabilities arising from any negligence or willful misconduct by such indemnifying party. Each of the separate parties agrees to assume liability for any damages occasioned by the negligence or willful misconduct of its own officials, officers, employees or agents arising under the implementation of this agreement.

4. NOTICES:

Notices and correspondence between Agencies shall be sent to the following address:

If to Culver City:

Charles D. Herbertson, P.E., P.L.S.
Public Works Director/City Engineer
9770 Culver Blvd.
Culver City, CA 90232-0507
Phone: (310) 253-5630

Fax: (310) 253-5626

If to Los Angeles:

Sean Haeri, P.E., P.T.O.E.
Senior Transportation Engineer
Bureau of Transportation Planning
7166 W. Manchester Avenue
Los Angeles, CA 90045
Phone: (213) 972-8485 Downtown
(310) 642-1623 Westchester
Fax: (213) 485-1285

If to County:

William J. Winter, P.E.
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
Phone: (626) 300-4700
Fax: (626) 300-4736

5. AMENDMENTS:

This Agreement may be amended if approved unanimously, in writing, by the Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party.

CITY OF CULVER CITY, a municipal corporation

By: _____
Mark Scott
City Manager

Date: _____

Approved as to Form and Legality:

By: _____
Carol A. Schwab
City Attorney

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party.

CITY OF LOS ANGELES, a municipal corporation

By: _____
Rita L. Robinson
General Manager
Department of Transportation

Date: _____

Approved as to Form and Legality:

Carmen Trutanich
City Attorney

By: _____
Keith Pritsker
Deputy City Attorney

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party.

COUNTY OF LOS ANGELES

GAIL FARBER
Director of Public Works

By: _____
PATRICK V. DeCHELLIS
Deputy

Date: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy

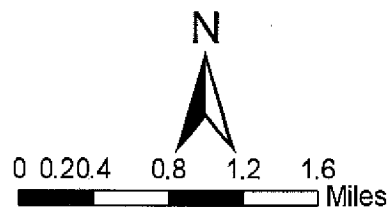
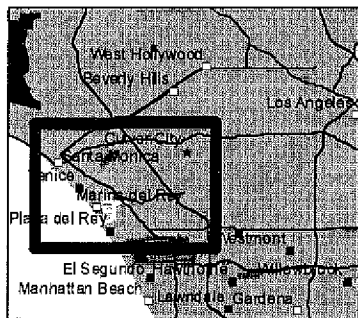
Date: _____

Exhibit A: Regional Development and Traffic Mitigation Study Area

Culver CITY



Study Area Boundary



Note: Numbers correspond to projects listed on Exhibit B.
Numbers 4 and 8 are not represented on the map because they have no specific physical location.

January 12, 2010

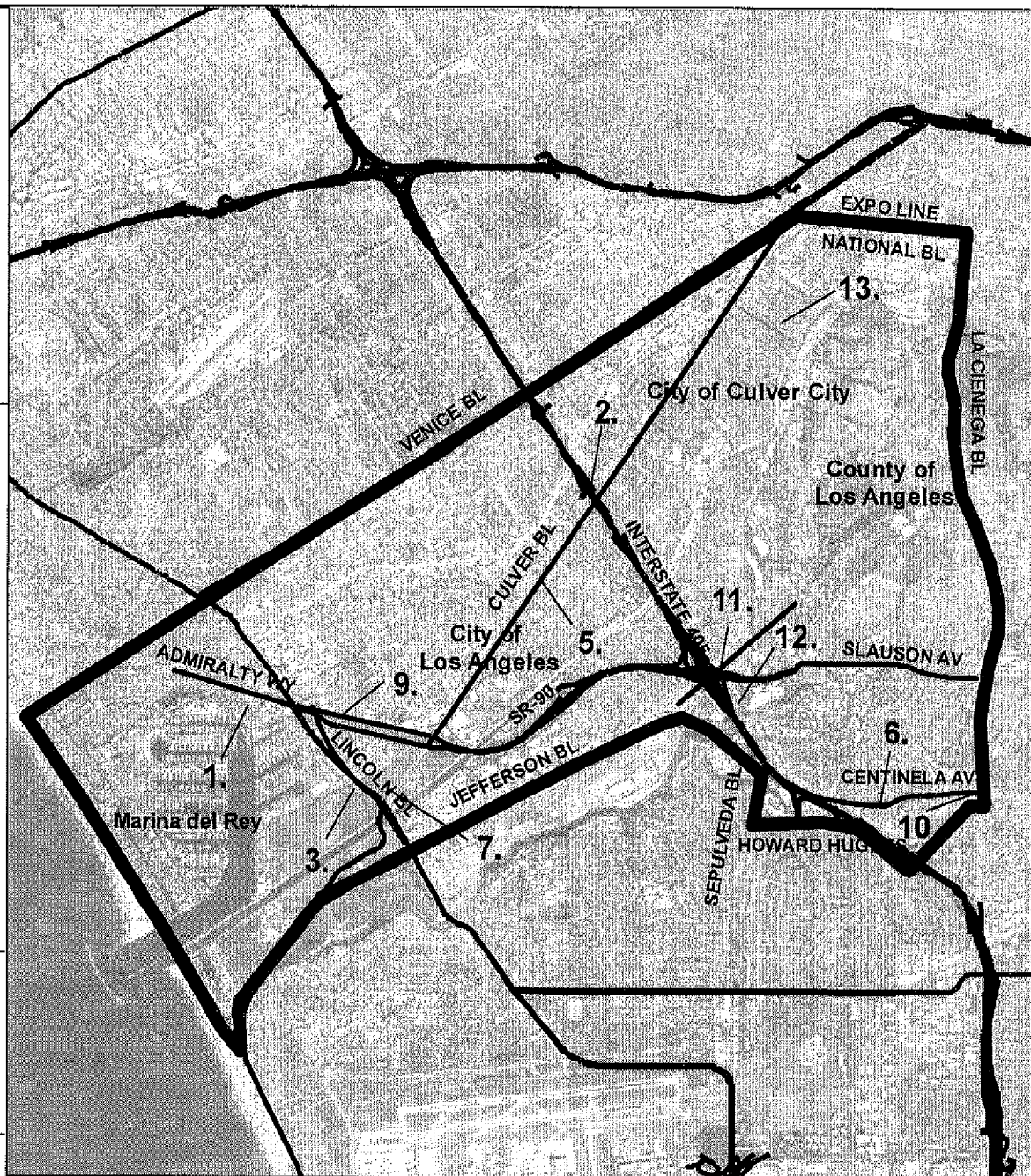


Exhibit B:

Potential Transportation Projects in the Study Area

The following is a list of transportation projects proposed to mitigate the impacts of developments in the County of Los Angeles, City of Los Angeles and Culver City as well as the impacts of ambient growth on the regional transportation system:

To be funded through the Costco Regional Traffic Mitigation Fund:

1. **Admiralty Way – Fiji Way to Via Marina** - Improve intersections along Admiralty Wy. from Fiji Wy. to Via Marina to reduce traffic congestion along Lincoln Bl. and at its intersections from Mindanao Wy. to Washington Bl.

Projects that can be implemented within 3 to 5 years:

2. **Sepulveda Boulevard Efficiency/Capacity Improvement Project** – Identify and implement ways of improving traffic flow, carrying capacity, and efficiency in the utilization of the Sepulveda Corridor from Wilshire to LAX.
3. **Lincoln Boulevard Efficiency/Capacity Improvement Project** – Identify and implement ways of improving traffic flow, carrying capacity, and efficiency in the utilization of the Lincoln Corridor from Venice Bl. to Westchester Parkway.
4. **Improve Transit in the Area.**
 - a. **Articulated Bus Project** - Purchase of 6 articulated buses to expand the carrying capacity of Rapid 6. Rapid 6 is an important north-south sub-regional bus rapid transit service that connects from UCLA to LAX and the Green Line Aviation Station. This project also includes bus pad lengthening at stops to accommodate the articulated buses.
 - b. **Enhance Transit Service Feeding into the Future Exposition Light Rail Station** - Fund Culver CityBus feeder service to the Exposition Light Rail Station to enhance sub-regional connectivity to/from the Expo Station.
 - c. **Improve Bus Stops in the Area** - The improvements include some or all of the following: 1) Replace/add/lengthen the bus pads, 2) Improve sidewalk conditions or extending the sidewalk (for ADA compliance and to enhance safety), 3) Next bus arrival information system, 4) Enhanced lighting, and 5) Addition/replacement of bus stop furniture.
5. **Improve Traffic Flow Along Culver Boulevard** - Improve traffic flow along the Culver Bl. corridor between Centinela Ave. and the I-405 by providing turn lanes at intersections (e.g. at Inglewood Ave.).
6. **Improve Traffic Flow Along Centinela Ave.** -Improve the Centinela Ave. corridor from Sepulveda Bl. to La Cienega Bl. (e.g. add a travel lane in the peak direction of Centinela Ave.) to relieve traffic congestion along Slauson Ave.
7. **Improve Lincoln Bl.** - Widening Lincoln Bl., between Jefferson Bl. and Fiji Way.
8. **Upgrade Traffic Signal Synchronization in Culver City** - Upgrade traffic signal synchronization in Culver City equivalent to the City of Los Angeles' ATCS.
9. **SR90 Connector Road From Lincoln Bl. to Admiralty Way** - Construct SR90 extension to Admiralty Wy. to reduce traffic congestion along Lincoln Bl. and at its intersections from Mindanao Wy. to Washington Bl.

10. **La Cienega Bl./Centinela Ave. Grade Separation** – Construct a grade separation of La Cienega Bl. intersection with Centinela Ave. and La Tijera Bl.
11. **SR90 to I-405 Connection** - Construct WB SR90 connection to SB I-405.
12. **Westside Transit Center Project** – Plan, design and construct a multi-modal transit center to replace the existing Fox Hills Mall Transit Center, which is located on private property. This transit center will serve as a major transit hub on the Westside for riders transferring between bus lines in the region.
13. **Duquesne Ave.** – Widen Duquesne Ave. between Jefferson Bl. and Culver Bl. in order to accommodate a left turn lane and bike lanes. This will improve traffic flow and connectivity on a road that is one of the few Ballona Creek crossings and also serves to connect two primary arteries.

Exhibit C: Milestones

1. July 1, 2010: Identify funding for Project Study Reports (PSRs) for two or three projects that are selected by the Regional Development and Traffic Mitigation Working Group for intense focus. Develop an RFP for the necessary consultant services or a plan to conduct the PSRs using staff from one or more of the Agencies.
2. August 15, 2010: Select a consultant or consultants to perform PSRs, if relevant.
3. December 15, 2010: Complete PSRs for the selected projects and identify a subcommittee of the Regional Development and Traffic Mitigation Working Group to work on 2011 Metro Call for Projects applications.
4. January 15, 2011: Complete applications for funding for the two selected projects through the 2011 Metro Call for Projects or a similar source.