



A G E N D A

REGULAR MEETING

Governing Board of the Alameda Corridor Transportation Authority

Meeting Date and Time:	June 20, 2024, 10:00 A.M.
Location:	Long Beach City College Liberal Arts Campus Board Room 4901 East Carson Street, Building T1100 Long Beach, CA 90808
The public may attend the meeting in person or view the meeting online via Zoom:	https://us02web.zoom.us/j/5622477111 Meeting ID: 562 247 7111 Passcode: boardmtg

OPPORTUNITIES FOR THE PUBLIC TO ATTEND THE MEETING AND PROVIDE PUBLIC COMMENTS

In-person comments may be provided at the meeting but will not be accepted via Zoom. Members of the public attending the meeting in person will be given an opportunity to address the Board on (1) any item on the agenda prior to the Board’s consideration of that item, including the consent and closed session agendas; and (2) subjects within the subject matter jurisdiction of the Governing Board during Public Comment on Non-Agenda Items. Members of the public who wish to speak should complete a speaker card indicating the agenda item number on which they will comment or designate “general public comment” and return the card to the Board Secretary. Each speaker will be allowed to speak for up to 3 minutes per agenda item.

Written comments or materials may be submitted by emailing publiccomment@acta.org or brought to the meeting. If you request to distribute documents to the Governing Board, please present the Board Secretary with twelve (12) copies. All written comments or materials submitted for the meeting will be entered into the official meeting minutes. For comments by email, please submit written comments prior to 3:00 pm on the day before the scheduled meeting. Comments submitted by email will be distributed to the Governing Board prior to the meeting and entered into the official meeting minutes.

As a covered entity under Title II of the Americans with Disabilities Act, the Alameda Corridor Transportation Authority (ACTA) does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required. Contact the ACTA Office at (562) 247-7777.

ROLL CALL

CLOSED SESSION



OPEN SESSION

A. COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

B. REPORTS AND PRESENTATIONS

- i. Status of MOW RFP Process
- ii. April 2024 Performance Report
- iii. ACTA Policy – Governing Board Engagement

C. APPROVAL OF THE MINUTES

- Minutes of the May 16, 2024 Regular Governing Board Meeting of the Alameda Corridor Transportation Authority

D. AGENDA ITEMS

Consent Agenda (1):

- 1. RECEIVE AND FILE Monthly Financial Reports as of April 30, 2024

Regular Agenda (2-9):

- 2. APPROVE Resolution No. JPA 24-1 approving the ACTA Officer Positions
- 3. APPROVE and ADOPT the ACTA Officer and Employee Publicly Available Pay Schedule for Fiscal Year 2024/2025
- 4. APPROVE ACTA Annual Operating Budget for Fiscal Year 2024/2025
- 5. APPROVE Modifications to ACTA Delegation of Authorities
- 6. APPROVE Agreement for Information Technology (IT) Services with BCAWR (C0922) for a term of 4-years and compensation not-to-exceed \$2,000,000
- 7. APPROVE Agreement for Environmental Services with Jenkins Gales & Martinez (C0923) for a term of 6 months and compensation not-to-exceed \$132,000
- 8. APPROVE a Revised Second Amendment to Agreement No. M0899 with Union Pacific Railroad for the Dolores Yard Crossover Project Reimbursement of ACTA Costs for Construction Related Activities, increasing the reimbursement amount by \$865,451 and extending the term to three years
- 9. APPROVE amendments to two contracts with the IBI Group for services to assist ACTA with its Revenue Assessment Verification System: (a) Amendment 16 to Agreement No. C0719 to assign the Agreement from IBI Group, a California Partnership, to Arcadis, a California Partnership, extend the term five years and increase the budget by \$460,800; and (b) Amendment 16 to Agreement No. C0783 to assign the Agreement from IBI Group, a California Partnership, to Arcadis, a California Partnership, extend the term five years and increase the budget by \$500,000.
- 10. APPROVE Election of Chair and Vice-Chair for Fiscal Year 2024/2025

ADJOURNMENT

ACTA Maintenance of Way Services RFP

June 20, 2024

Background

- At the March 21, 2024 Board meeting, the Board approved an 18-month contract extension of the Maintenance of Way (MOW) Services contract (Agreement C0885).
- The extension was to enable preparing a Request for Proposal (RFP), evaluating/selecting a preferred service provider, contracting and mobilizing MOW forces under the new contract.
- The Board requested staff to provide a schedule for the competitive bid process.

Procurement Schedule

Following is the tentative procurement schedule for a new MOW Services contract.

<u>RFP</u>	<u>Date</u>
Edit current contract documents	July 2024
Co-counsel review	August 2024
Release RFP	September 2024
Bid Period Ends	December 2024
Evaluation Period Ends	January 2025
Complete ACTA Negotiations	February 2025
NMA Approval (Both Railroads and Ports with Harbor Commissions)	May 2025
Recommendation for ACTA Board Approval	June 2025
Execute Contract	July 2025
Mobilize MOW Service Provider	August 2025

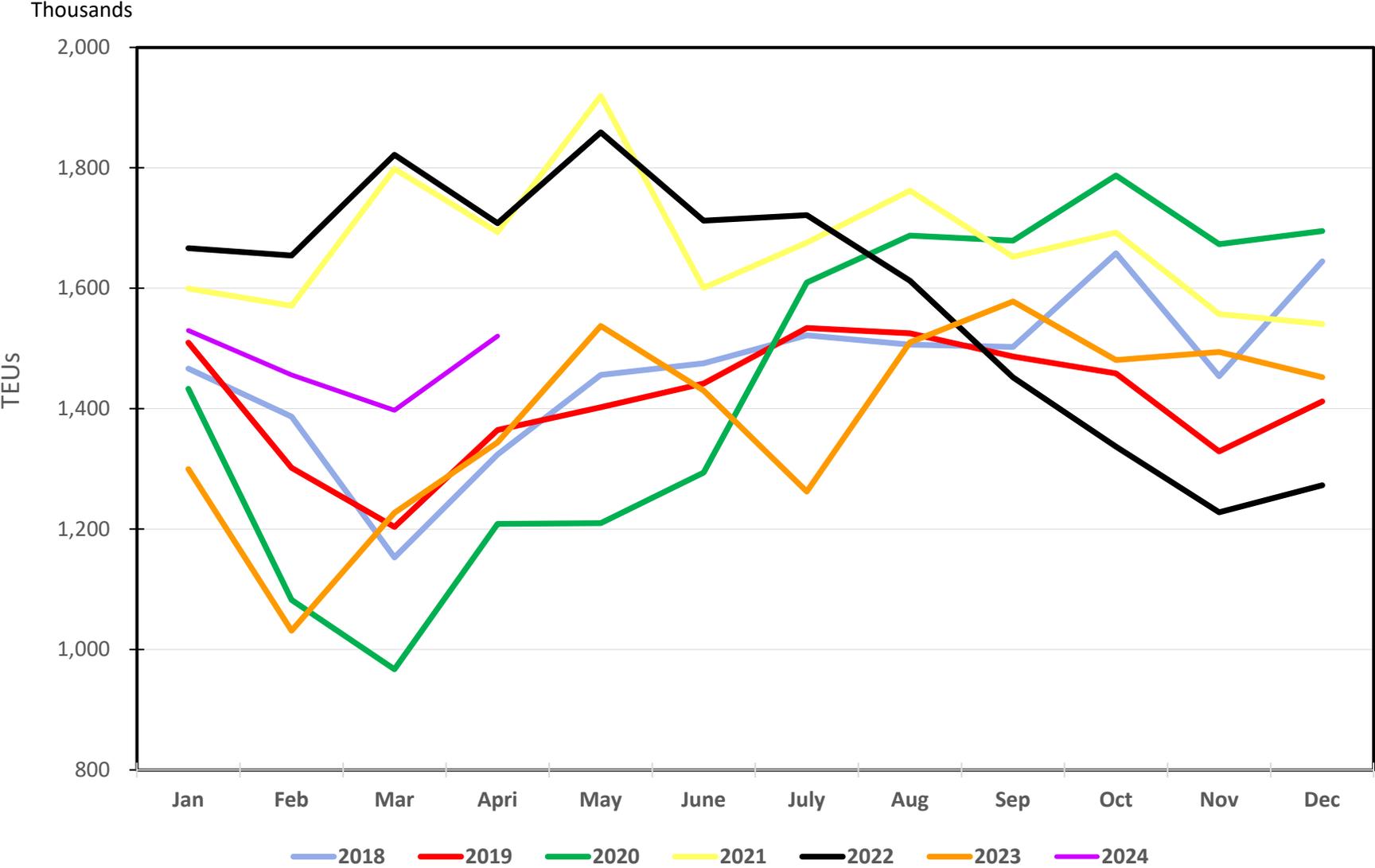
Performance Report April 2024

Port Container Throughput (TEUs) – April 2024

	POLA		POLB		Combined	
	Apr-24	%Change	Apr-24	%Change	Apr-24	% Change
Imports	416,929	21.3%	364,665	16.3%	781,594	18.9%
Exports	133,046	50.8%	98,266	-19.9%	231,312	9.7%
Total Loaded	549,975	27.3%	462,931	6.2%	1,012,906	16.7%
Empty	220,362	-14.0%	287,493	30.7%	507,855	6.7%
Total	770,337	11.9%	750,424	14.4%	1,520,761	13.1%
	YTD	% Change*	YTD	% Change*	YTD	% Change*
Imports	1,646,998	28.2%	1,322,375	19.0%	2,969,373	23.9%
Exports	537,072	44.5%	377,363	-20.2%	914,435	8.3%
Total Loaded	2,184,070	31.8%	1,699,738	7.3%	3,883,808	19.9%
Empty	966,771	11.3%	1,053,508	32.7%	2,020,279	21.5%
Total	3,150,841	24.8%	2,753,246	15.8%	5,904,087	20.4%

* Relative to same period in CY 2023

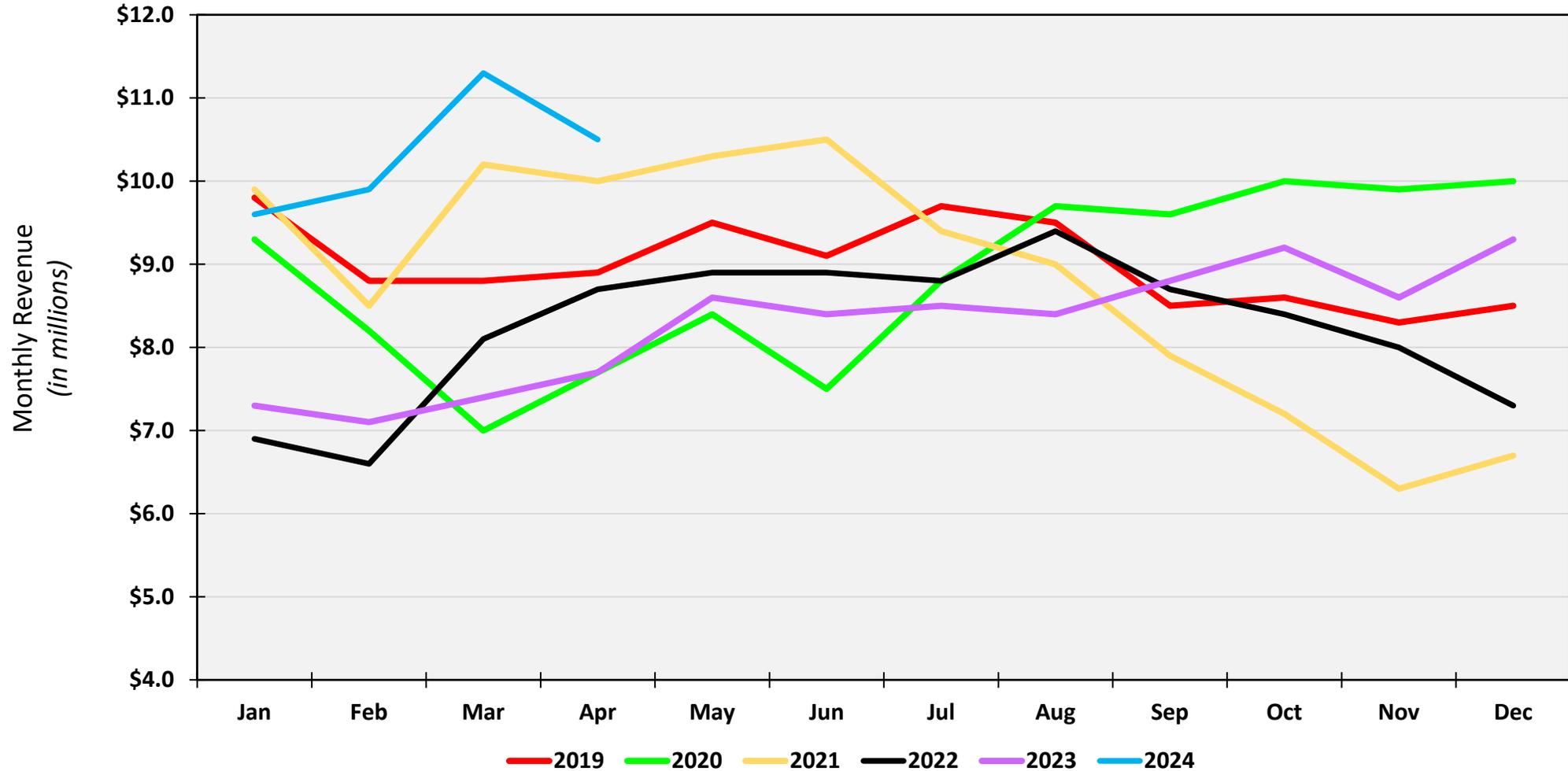
SP Bay Port TEUs Trends through April 2024



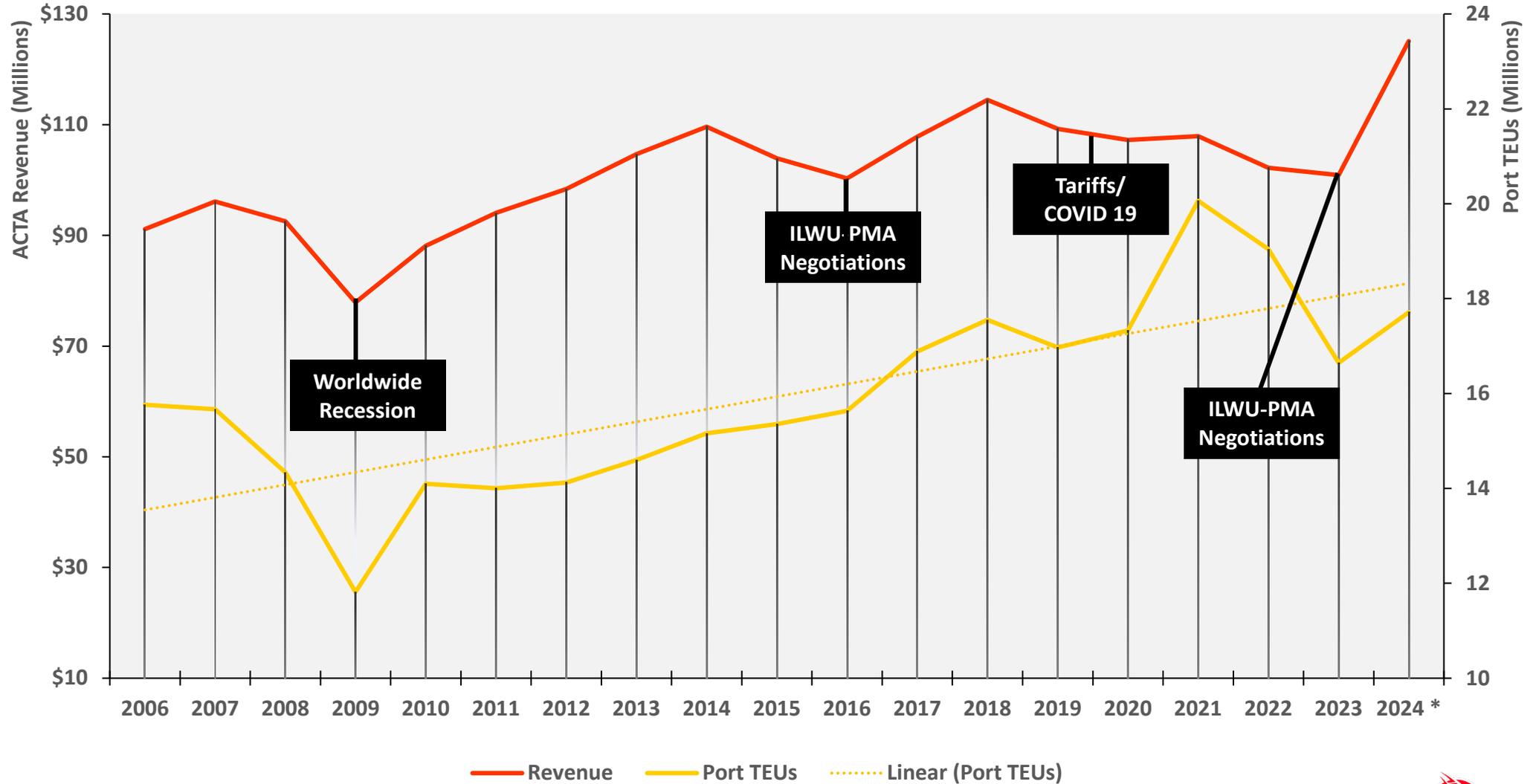
Alameda Corridor Performance April 2024

	Apr 2024	CY24	FY24
Revenue	\$10.5 M	\$41.3 M	\$94.0 M
Change from 2023	35.2 %	39.2 %	17.1 %
TEU's	435,376	1,754,154	4,106,295
Change from 2023	27.9 %	35.2 %	9.2 %

Corridor Revenue Performance CY2019 to CY2024



ACTA Revenue & Port TEUS



*Numbers updated thru April 2024, then averaged for year.

ACTA Legislative Program

June 20, 2024

Policy Discussion

- At the May 16, 2024, Board meeting, the Governing Board discussed the importance of ACTA taking proactive steps to develop its Legislative Program and include Governing Board engagement.
- The Board recommended the advancement of policy aimed at increasing both revenue and cargo moving through the Alameda Corridor.
- The new Legislative Program will facilitate collaboration between ACTA and other agencies to advance investment and policy strategies.

Next Steps

1. ACTA Engagement:

Collaboration to advance Legislative Program

1. Metro – ACTA collaborate with Metro
e.g. LB-ELA Corridor, Short Haul Rail Study, Goods Movement Study.
2. SCAG – ACTA collaborate with SCAG in goods movement/rail efforts.
3. Ports – ACTA collaborate with Ports of LA/LB at senior management and staff levels on increasing freight movement by rail and increasing revenues.

2. Board Engagement:

- Board members are currently engaged individually at each agency.
- Either continue to bring Legislative Program status back to entire Board or create an ad hoc or standing committee to oversee the Legislative Program.

MINUTES OF A REGULAR MEETING OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY GOVERNING BOARD HELD AT LONG BEACH CITY COLLEGE LIBERAL ARTS CAMPUS BOARD ROOM, 4901 E. CARSON STREET, BUILDING T1100, LONG BEACH, CALIFORNIA 90808 ON MAY 16, 2024 AT 10:00 A.M.

ROLL CALL

Members present:

Frank Colonna, Port of Long Beach

Suely Saro, City of Long Beach

Alternate members present:

Michael DiBernardo, Port of Los Angeles

Sam Joumblat, Port of Long Beach

I. Lee Williams, Port of Los Angeles

Members absent:

Michael Cano, Los Angeles County Metro

Tim McOsker, City of Los Angeles

Also present:

Michael Leue, ACTA, Chief Executive Officer

Kevin Scott, ACTA, Chief Financial Officer

Graham Christie, ACTA, Chief Operating Officer

Heather McCloskey, ACTA, Co-General Counsel

Thomas Oh, ACTA, Co-General Counsel

Maria Melendres, ACTA, Governing Board Secretary

The meeting was called to order at 10:07 a.m. by Chair Saro.

CLOSED SESSION

None

OPEN SESSION

A. COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no requests by the public to address the Governing Board.

B. REPORTS AND PRESENTATIONS

- PROCLAMATION OF APPRECIATION FOR DUANE KENAGY

Duane Kenagy was recognized for his service to ACTA upon his retirement from the Port of Long Beach.

- March 2024 CORRIDOR PERFORMANCE

Michael Leue presented the Corridor performance statistics through March 2024.

C. MINUTES

ACTA GOVERNING BOARD REGULAR MEETING OF MARCH 21, 2024 – APPROVED.

Minutes of the Regular Meeting of March 21, 2024, of the Governing Board of the Alameda Corridor Transportation Authority, were presented to the Governing Board.

Board Member Colonna motioned, seconded by Board Member Joumblat that the minutes of the March 21, 2024, Regular Meeting of the Alameda Corridor Transportation Authority be approved as submitted. Carried by the following vote:

AYES: Colonna, DiBernardo, Joumblat, Saro, Williams

NOES: None

ABSENT: Cano, McOsker

D. AGENDA ITEMS

Consent Agenda

1. MONTHLY FINANCIAL REPORTS AS OF FEBRUARY 29, 2024 – RECEIVED AND FILED.

Communication from Kevin L. Scott, Chief Financial Officer, dated May 16, 2024, recommending that the monthly financial reports as of February 29, 2024, be received and filed, was presented to the Governing Board.

No public comment was received on the Consent Agenda.

Regular Agenda

2. 2024-2025 ACTA INSURANCE COVERAGE – INFORMATION.

Communication from Kevin L. Scott, Chief Financial Officer, dated May 16, 2024, with information on ACTA’s 2024-2025 renewal of insurance coverage, was presented to the Governing Board.

No public comment was received on Item No. 2.

3. PRELIMINARY OPERATING BUDGET – FY 2024-2025 (FY2025) – REVIEWED.

Communication from Kevin L. Scott, Chief Financial Officer, dated March 21, 2024, with a preliminary budget for Fiscal Year 2024/2025, was presented to the Governing Board.

No public comment was received on Item No. 3.

4. MOFFATT & NICHOL – ON-CALL ENGINEERING SERVICES – AGREEMENT NO. C0921 – APPROVED.

Communication from Michael C. Leue, Chief Executive Officer, dated May 16, 2024, recommending the approval of the proposed Agreement No. C0921 with Moffatt & Nichol for on-call engineering services in the amount not to exceed \$10,000,000 for a five-year term and authorize the Chief Executive Officer or his designee to execute said agreement, was presented to the Governing Board.

No public comment was received on Item No. 4.

Board Member Joumblat motioned, seconded by Board Member Colonna that Item No. 4 be approved as recommended. Carried by the following vote:

AYES: Colonna, DiBernardo, Joublat, Saro, Williams

NOES: None

ABSENT: Cano, McOsker

5. CITY OF COMPTON – ARTESIA BOULEVARD BRIDGE – RATIFY AGREEMENT NO. R0919 & AMENDMENT NO. 1 – SECOND AMENDMENT TO AGREEMENT NO. R0919 – APPROVED.

Communication from Michael C. Leue, Chief Executive Officer, dated May 16, 2024, recommending the Chief Executive Office to ratify the approval of Agreement No. R0919 and Amendment No. 1, and the approval of the Second Amendment to Agreement No. R0919 with the City of Compton for a total not-to-exceed amount of \$226,000, was presented to the Governing Board.

No public comment was received on Item No. 5.

Board Member Williams motioned, seconded by Board Member Colonna that Item No. 5 be approved as recommended. Carried by the following vote:

AYES: Colonna, DiBernardo, Joublat, Saro, Williams

NOES: None

ABSENT: Cano, McOsker

6. METRO – I-105 EXPRESSLANES PROJECT – REIMBURSEMENT AGREEMENT NO. R0920 – APPROVED AS AMENDED.

Communication from Michael C. Leue, Chief Executive Officer, dated May 16, 2024, recommending the approval of Reimbursement Agreement with the Los Angeles County Metropolitan Transportation Authority (“Metro”) to cover ACTA expenditures for design review services associated with Metro’s proposed addition of express lanes to the I-105 freeway between the 405 freeway in an easterly direction to Studebaker Road in the City of Norwalk and authorize the Chief Executive Officer or his designee to execute the Agreement, was presented to the Governing Board.

Board Member DiBernardo motioned, seconded by Board Member Colonna that Item No. 6 be approved as recommended. Carried by the following vote:

AYES: Colonna, DiBernardo, Joublat, Saro, Williams

NOES: None

ABSENT: Cano, McOsker

ADJOURNMENT

At 10:36 a.m., the meeting was adjourned sine die.

M E M O

Alameda Corridor Transportation Authority

To: Governing Board
Meeting Date: June 20, 2024
From: Kevin L. Scott, Chief Financial Officer 
Subject: RECEIVE AND FILE Monthly Financial Reports as of April 30, 2024

Recommendation:

Receive and file the Monthly Financial Reports as of April 2024.

Discussion:

The financial package includes the following:

- Executive Summary – Monthly key financial activity (See Transmittal 1).
Performance Comparisons – Current Month (April) and year-to-date (both by fiscal year and calendar year) of **Revenue** (corridor use fee) and corresponding **TEU** information; **Change** is compared to prior year actuals by month, fiscal year and calendar year.
Use Fees and Container Charges – Use fee and container charge information is provided in a bar chart by fiscal year. The current year shows the actuals to date overlain on the approved fiscal year budget, and with a notation of the latest forecast for fiscal year revenue.
 - Monthly Financial Statements (See Transmittal 2).
Statements of Net Position - Unaudited statement of ACTA's assets and liabilities as of April 30, 2024. The audited June 30, 2023 financial information is also included for comparative purposes to the beginning of the fiscal year.
Statement of Revenues, Expenses and Changes in Net Position – Fiscal Year 2024 unaudited statement of revenues, expenses and changes in net position through April 30, 2024. Also included is the statement as of April 2023 which has been included for comparative purposes for ten months of information.
Comparison of Budget Functional Expenses – Operating Budget by Expense Type - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of April 30, 2024.
Comparison of Budget Functional Expenses – Operating Budget by Funds - The fiscal year-to-date budget is compared to actual revenue and expenditures incurred as of April 30, 2024.
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Cash and Investment Summary – Cash and investment balances and the corresponding investment schedule are being presented as of April 30, 2024. The cash and investment balances are segregated by institution, account number reference, and account description. Balances are presented in book and market value. Also included are the grant funds received for the SR-47 project during the current fiscal year. The investment schedule summarizes the composition of the agency’s investment portfolio and how the portfolio complies with the Board approved Investment Policy.

Cash Flow – Cash flow for the month of April 2024 is presented both in a summary format and a detailed format. A fiscal year-to-date cash flow showing all activity through April 30, 2024 is also presented in both a summary format and a detailed format. The dollar amounts represent the book values for each account.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

Transmittal 1 - Executive Summary – Key Financial Activity

Transmittal 2 - Monthly Financial Statements as of April 30, 2024

Key Financial Activity

April '24 vs. '23

Corridor Performance

April '24 vs. '23

Railroad Self-Assessment Revenue

	'24	'23	Change
Apr Revenue	\$10.5 M	\$7.8 M	35.2 %
Calendar Year to Date (Jan-Apr) *	\$41.30 M	\$29.6 M	39.2 %
Fiscal Year to Date (July-Apr) *	\$94.0 M	\$80.3 M	17.1 %

* Note: Does not include reconciliations / adjustments for fiscal year-end.

Corridor Volumes

April '24 vs. '23

TEUs (Daily Containers)

Operations – On Corridor

	'24	'23	Change
TEU's *	414,582 (7,534)	330,325 (5,977)	25.5 %
Calendar Year to Date	1,683,706 (7,586)	1,261,061 (5,705)	33.5 %
Fiscal Year to Date	3,965,678 (7,088)	3,643,117 (6,506)	8.9 %

Operations – Around Corridor (Container Charges)

	'24	'23	Change
TEU's *	20,794 (378)	10,077 (182)	106.3 %
Calendar Year to Date	70,448 (317)	36,505 (165)	93.0 %
Fiscal Year to Date	140,618 (251)	116,201 (208)	21.0 %

Operations – Combined

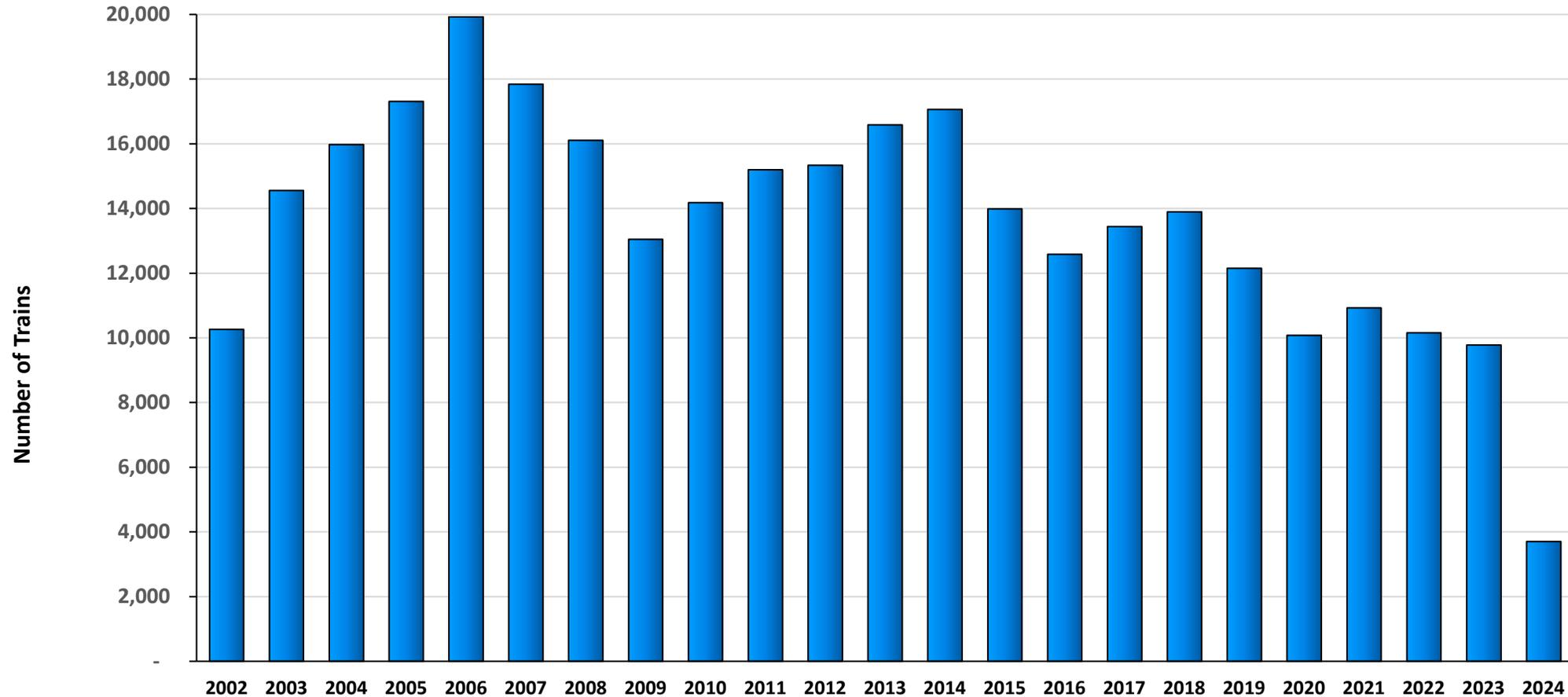
	'24	'23	Change
TEU's *	435,376 (7,912)	340,402 (6,160)	27.9 %
Calendar Year to Date	1,754,154 (7,903)	1,297,566 (5,870)	35.2 %
Fiscal Year to Date	4,106,295 (7,340)	3,759,317 (6,713)	9.2 %

Note: Numbers in () are the Average Daily Containers, 2024 Daily TEU's ÷ 1.8343 = Containers.

Numbers in () are the Average Daily Containers, 2023 Daily TEU's ÷ 1.8421 = Containers.

* Containers trucked to off-dock intermodal yards that are charged an ACTA fee

Alameda Corridor Train Counts

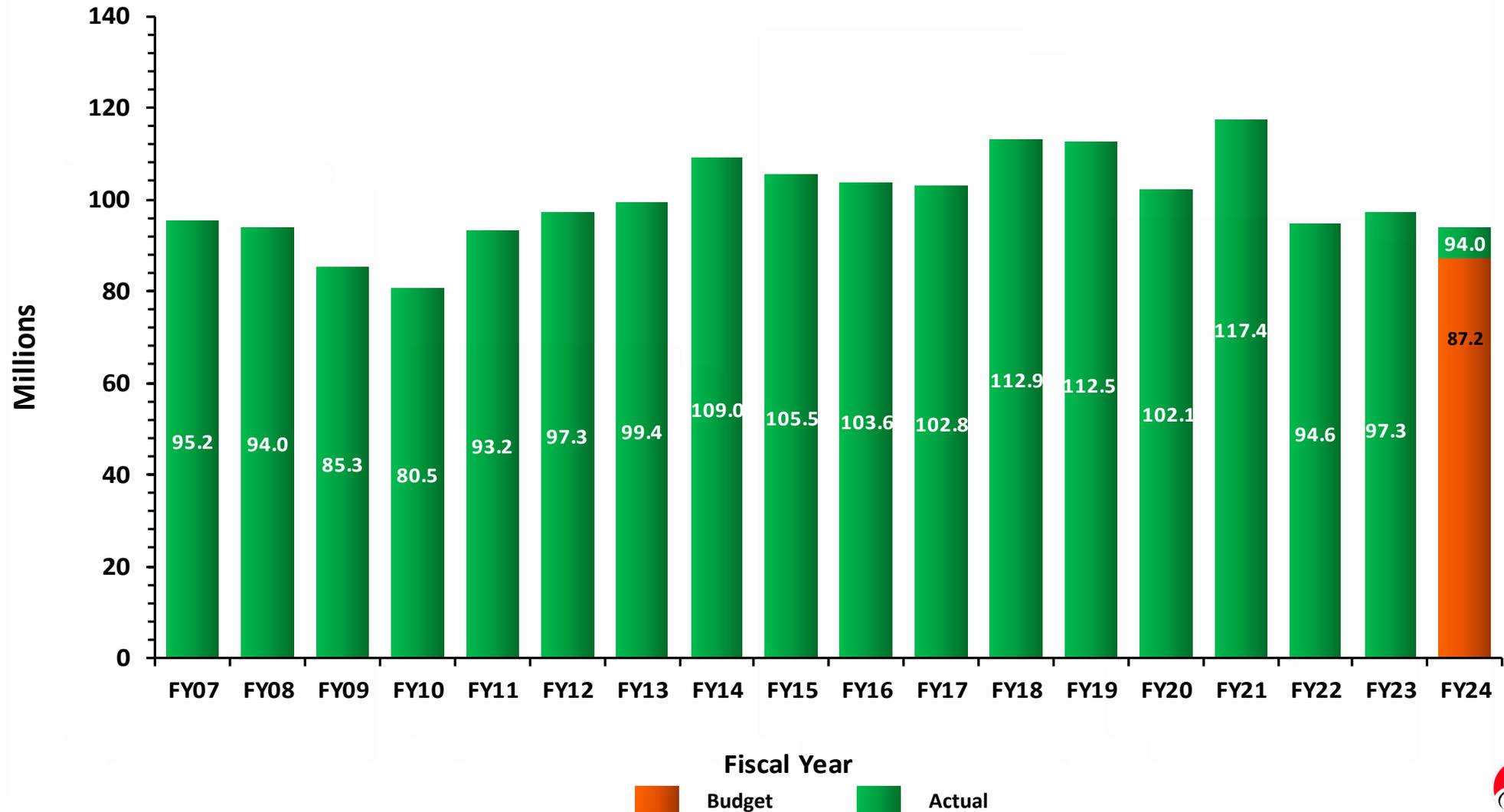


Average Daily Trains*:

<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
39	40	44	47	55	49	44	36	39	42	42	45
<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	
47	38	34	37	38	33	28	30	28	27	31	

Use Fees & Container Charges

as of April 30, 2024





Statements of Net Position

April 30, 2024 & June 30, 2023

	<u>April 2024</u>	<u>June 2023</u>
<u>Assets & Deferred Outflows of Resources</u>		
Current Assets:		
Restricted Cash & Cash Equivalents, & Investments	\$ 48,412,423	\$ 107,715,005
Receivables	10,094,171	17,496,962
Prepaid Expenses	2,978,160	2,294,731
Total Current Assets	61,484,754	127,506,698
Prepaid Bond Insurance Premiums, net	29,885,047	18,539,640
Restricted Investments *	123,900,708	72,450,394
Assets Held for Transfer	3,116,329	3,116,329
Net OPEB Asset	271,917	271,917
Capital Assets Not Being Depreciated	438,148,732	438,148,732
Capital Assets, Net	1,016,804,573	1,034,397,519
Total Assets	1,673,612,060	1,694,431,229
Deferred Outflows of Resources:		
Loss on Refunding	(4,965,360)	45,012,155
Pension and OPEB Related Items	1,611,550	1,611,550
Total Assets & Deferred Outflows of Resources	\$ 1,670,258,250	\$ 1,741,054,934
<u>Liabilities, Deferred Inflows of Resources, & Net Position</u>		
Current Liabilities:		
Accounts Payable	\$ 4,568,224	\$ 6,784,529
Unearned Revenue	4,340,260	4,425,838
Accrued Interest Payable, Current Portion	4,139,971	12,550,134
Revenue Bonds Payable, Current Portion	16,255,000	15,495,000
Other Liabilities	557,619	628,447
Total Current Liabilities	29,861,074	39,883,948
Noncurrent Liabilities:		
Shortfall Advances Payable to Ports	13,719,006	13,115,138
Net Pension Liability	2,304,499	2,304,499
Accrued Interest Payable, Net of Current Portion	508,705,148	621,655,133
Revenue Bonds Payable, Net of Current Portion & Unamortized Discount	1,780,866,619	1,649,289,843
Total Noncurrent Liabilities	2,305,595,272	2,286,364,613
Total Liabilities	\$ 2,335,456,346	\$ 2,326,248,561
Deferred Inflows of Resources	346,107	346,107
<u>Net Position</u>		
Net Investment in Capital Assets	-	-
Restricted for Debt Service	117,868,163	119,498,555
Restricted for Capital Projects	-	-
Restricted by Master Trust Agreement	75,815,427	79,612,842
Unrestricted	(859,227,792)	(784,651,131)
Total Net Position	(665,544,202)	(585,539,734)
Total Liabilities, Deferred Inflows of Resources, & Net Position	\$ 1,670,258,250	\$ 1,741,054,934

* All investments with a maturity within three months are considered cash for the year-end financial statements. Monthly, unaudited financial statements, carry all investments, regardless of maturity date(s), as Restricted Investments. Fully detailed classifications are only done at year-end in accordance with GASB 41, therefore classification differences exist.

	<u>April 2024</u>	<u>June 2023</u>	<u>FY2024 Decrease</u>
Current	\$ 48,412,423	\$ 107,715,005	
Noncurrent	123,900,708	72,450,394	
	\$ 172,313,131	\$ 180,165,399	\$ (7,852,268)



Statement of Revenues, Expenses, & Changes in Net Position

For ten months ended April 30, 2024 & April 30, 2023

	<u>April 2024</u>	<u>April 2023</u>
Operating Revenues:		
Use Fees & Container Charges	\$ 95,101,875	\$ 82,392,565
Maintenance-of-Way Charges	7,715,831	6,479,257
Total Operating Revenues	<u>102,817,706</u>	<u>88,871,822</u>
Operating Expenses:		
Salaries & Benefits	2,240,207	1,947,867
Administrative Expenses	1,521,304	1,247,976
Professional Services	668,159	676,674
Maintenance-of-Way	12,258,633	10,472,509
Depreciation	17,592,946	17,592,946
Total Operating Expenses	<u>34,281,249</u>	<u>31,937,972</u>
Operating Income (Loss)	68,536,457	56,933,850
Nonoperating Revenues:		
Interest & Investment Revenue, Net	6,759,150	3,527,512
Public Benefit Income	326,922	118,356
Miscellaneous Revenue	817,727	542,431
Total Nonoperating Revenues	<u>7,903,799</u>	<u>4,188,299</u>
Nonoperating Expenses:		
Interest Expense	151,917,716	98,174,400
Expenses for Public Benefit & Pass Thru Expenses	962,379	473,478
Costs of Issuance	3,564,629	29,593,940
Gain/Loss Sale or Transfer of Capital Assets	-	-
Total Nonoperating Expenses, Net	<u>156,444,724</u>	<u>128,241,818</u>
Changes in Net Position	(80,004,468)	(67,119,669)
Net Position:		
Net Position, Beginning of Year	(585,539,734)	(524,018,290)
Net Position - End of Year	<u>\$ (665,544,202)</u>	<u>\$ (591,137,959)</u>



Comparison of Budget By Expense Type as of April 30, 2024

(\$ in thousands)	Fiscal Year-to-Date		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 72,639,898	\$ 95,101,875	\$ 22,461,977
Maintenance-of-Way Charges	12,217,213	7,715,831	(4,501,382)
Total Operating Revenues	84,857,111	102,817,706	17,960,595
Other Revenues			
Projects			
Pier Pass	50,000	50,000	-
EPA Order & Pass Thru Income	974,863	-	(974,863)
Subtotal Projects	1,024,863	50,000	(974,863)
Miscellaneous			
Public Benefit Income	2,494,042	326,922	(2,167,120)
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	55,076	767,727	712,651
Investment Income	1,258,348	6,759,150	5,500,802
Subtotal Miscellaneous	3,807,466	7,853,799	4,046,333
Subtotal Other Revenues	4,832,329	7,903,799	3,071,470
Total Sources of Funds	89,689,440	110,721,505	21,032,065
Expenses			
Salaries	1,889,173 **	1,541,445	(347,728)
Benefits	867,299	698,762	(168,537)
Office Expenses	421,028	428,814	7,786
Other Management Expenses	86,583	38,802	(47,781)
Information Technologies	152,917	92,712	(60,205)
Bank & Investment	145,833	133,462	(12,371)
ACET Administrative & Capital Support	1,288,286	827,514	(460,772)
Audit	171,773	126,987	(44,786)
Legal	566,667	284,910	(281,757)
Governmental Affairs	70,833	63,715	(7,118)
Other Professional Services	1,601,352	192,547	(1,408,805)
Pass Thru Expenses & EPA Order	974,863	613,531	(361,332)
Expenses for Public Benefit	2,494,042	348,848	(2,145,194)
Total Administrative Expenses	10,730,649	5,392,049	(5,338,601)
Maintenance-of-Way Expenses-Rail - Contractors	9,620,568	4,391,732	(5,228,836)
Maintenance-of-Way Expenses-Rail - Capital	-	-	-
Maintenance-of-Way Expenses-Rail - Other	2,596,646	3,525,234	928,588
Maintenance-of-Way Expenses-Nonrail - Contractors	1,199,363	923,172	(276,191)
Maintenance-of-Way Expenses-Nonrail - Capital	5,176,283	3,029,719	(2,146,564)
Maintenance-of-Way Expenses-Nonrail - Other	220,689	261,330	40,641
Maintenance-of-Way Expenses - ACTA	159,083	127,446	(31,637)
Total Maintenance-of-Way Expenses	18,972,632	12,258,633	(6,713,998)
Subtotal Administrative and M&O Expenses	29,703,281	17,650,682	(12,052,599)
Financing Expenses			
Debt & Port Advance Interest/Bonds Premium Discount	44,259,515	45,010,530	751,015
Debt Service - Accrued CAB Interest	60,384,914	106,907,186	46,522,272
Subtotal Financing Expenses	104,644,429	151,917,716	47,273,287
Depreciation & Amortization Expenses			
Depreciation	17,487,637	17,592,946	105,309
Cost of Issuance	-	3,564,629	3,564,629
Subtotal Depreciation & Amortization Expenses	17,487,637	21,157,575	3,669,938
Total Operating Expenses	151,835,347	190,725,973	38,890,626
Income (Loss)	\$ (62,145,907)	\$ (80,004,468)	\$ (17,858,561)

* Y-T-D Budget calculated on a straight line basis.

** Amended budget



Comparison of Budget By Funds as of April 30, 2024

(\$ in thousands)	<u>Fiscal Year-to-Date</u>		
	Budget*	Actuals	Variance
Revenues			
Operating Revenues			
Use Fees & Container Charges	\$ 72,639,898	\$ 95,101,875	\$ 22,461,977
Maintenance-of-Way Charges	12,217,213	7,715,831	(4,501,382)
Total Operating Revenues	84,857,111	102,817,706	17,960,595
Other Revenues			
Projects			
Pier Pass	50,000	50,000	-
EPA Order & Pass Thru Income	974,863	-	(974,863)
Subtotal Projects	1,024,863	50,000	(974,863)
Miscellaneous			
Public Benefit Income	2,494,042	326,922	(2,167,120)
Gain/Loss from Sale of Fixed Assets	-	-	-
Ports-Shortfall Advances	-	-	-
Office Rental & Other Income	55,076	767,727	712,651
Investment Income	1,258,348	6,759,150	5,500,802
Subtotal Miscellaneous	3,807,466	7,853,799	4,046,333
Subtotal Other Revenues	4,832,329	7,903,799	3,071,470
Total Sources of Funds	89,689,440	110,721,505	21,032,065
Expenses			
Financing Fees	1,141,827 **	489,836	(651,991)
Administrative Costs	6,119,917 **	3,939,833	(2,180,084)
Capital	-	-	-
Railroads-M&O	12,217,214	7,916,966	(4,300,248)
Reserve-M&O	6,596,335	4,214,221	(2,382,114)
Financing Fees-M&O	159,083	127,446	(31,637)
Revenue Fund-Interest & Bonds Premium/Discount	44,259,515	45,010,530	751,015
Expenses for Public Benefit	2,494,042	348,848	(2,145,194)
LAIF General Fund-Pass Thru & EPA	974,863	613,531	(361,332)
Total Expenses	73,962,796	62,661,211	(11,301,585)
Non Cash Expenses			
Accrued CAB Debt Service Interest	60,384,914	106,907,186	46,522,272
Depreciation	17,487,637	17,592,946	105,309
Cost of Issuance	-	3,564,629	3,564,629
Subtotal Interest, Depreciation, & Amortization Expenses	77,872,551	128,064,761	50,192,210
Total Operating Expenses	151,835,347	190,725,973	38,890,626
Income (Loss)	\$ (62,145,907)	\$ (80,004,468)	\$ (17,858,561)

* Y-T-D Budget calculated on a straight line basis.

** Amended budget



Cash & Investment Summary as of April 30, 2024

<u>Cash and Investment Balances (\$ in thousands)</u>					
<u>Institution</u>	<u>Bank Reference #</u>	<u>Chandler Reference #</u>	<u>Account Description</u>	<u>Book Value</u>	<u>Market Value</u>
Bank of America					
	0457 & 0796	-	Concentration & Disbursement	487	487
Pre 1999 Bond Sale Accounts-Union Bank					
	5080	512	SR-47	4,611	4,669
Grant Reimbursement Received this Month \$-0-					
Grant Reimbursement Received FY to Date \$2,820,146					
Local Agency Investment Fund (LAIF)					
	40-19-006	570	General Fund	9,925	9,925
1999, 2004 and 2016 Bond Funds - US Bank-Trustee					
Revenue Funds					
	1170	507	Revenue Fund	38,968	39,122
	1171	508	M & O Fund	8,202	8,273
	1172	509	Reserve Account	11,386	11,469
	1189	518	Administrative Costs	9,463	9,605
			Subtotal Revenue Funds	68,019	68,469
Debt Service Funds					
	61180	-	99A Interest	1	1
	61181	-	99A Principal	-	-
	61183	-	99A Redemption	-	-
	61192	-	99A Senior Lien	314	316
	61193	-	99A 17th Level	117	117
	61186	-	99A Construction	1	1
	61200	-	99C Interest Account	1,075	1,075
	61201	-	99C Principal Account	25,859	25,835
	38003	-	04B Debt Service Reserve	25,427	24,568
	39004	-	04A Debt Service Reserve	15,196	15,196
	39006	-	04A Financing fee	2,125	2,155
	39002	-	04A Debt Service Principal Account	-	-
	59001	-	12 Debt Service Interest Account	153	153
	59002	-	12 Debt Service Principal Account	6,132	6,132
	59004	-	12 Debt Service Reserve Account	7,866	7,514
	27000	-	16A Debt Service	14	14
	27004	-	16A Debt Service Reserve	3,722	3,573
	27001	-	16A Interest	-	-
	108006	-	16B Financing fee	748	757
	108000	-	16B Financing fee	26	26
	108001	-	16B Interest	8	8
	98000	-	2022A DS Fund	33	33
	98006	-	2022A Bond Proceeds Account	-	-
	53000	-	2022B DS Fund	65	65
	53002	-	2022B Interest Account	1,034	1,034
	86000	-	2022C DS Fund	40	40
	86002	-	2022C Interest Account	3	3
	86006	-	2022C Bond Proceeds Account	-	-
	40000	-	2024A DS Fund	21	21
	40002	-	2024A Interest Account	28	28
	740000	-	2024B DS Fund	-	-
	280000	-	2024C DS Fund	13	13
	90000	-	2024D DS Fund	85	85
			Subtotal Debt Service Funds	90,106	88,763
			Total 1999, 2004, 2012, 2016, 2022 Bond Funds- U.S. Bank	158,125	157,232
Total Cash & Investment Balances				\$ 173,148	172,313



Cash & Investment Summary (cont'd)

as of April 30, 2024

Investment Schedule MTI and non-MTI (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 38,000	\$ 38,000	22.05%	20.00%
U.S. Government & Agency Obligations	32,884	32,522	18.87%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	83,259	82,799	48.05%	100.00%
Corporate Bonds	8,593	8,580	4.98%	30.00%
Bank of America	487	487	0.28%	20.00%
Local Agency Investment Fund	9,925	9,925	5.76%	\$40 Million
Total	\$ 173,148	\$ 172,313	100.00%	

Investment Schedule (MTI) (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 36,773	\$ 36,773	21.34%	20.00%
U.S. Government & Agency Obligations	29,946	29,537	17.14%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	74,611	74,069	42.99%	100.00%
Corporate Bonds	8,593	8,580	4.98%	30.00%
Bank of America	-	-	0.00%	20.00%
Local Agency Investment Fund	-	-	0.00%	\$40 Million
Total	\$ 149,923	\$ 148,959	86.45%	

Investment Schedule (non-MTI) (\$ in thousands)

<u>Type of Investment</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Percentage of Total</u>	<u>Investment Policy Limit</u>
Money Market Funds	\$ 1,227	\$ 1,227	0.71%	20.00%
U.S. Government & Agency Obligations	2,938	2,985	1.73%	100.00%
Commercial Paper	-	-	0.00%	15.00%
U.S. Treasury Note	8,648	8,730	5.07%	100.00%
Corporate Bonds	-	-	0.00%	30.00%
Bank of America	487	487	0.28%	20.00%
Local Agency Investment Fund	9,925	9,925	5.76%	\$40 Million
Total	\$ 23,225	\$ 23,354	13.55%	



Cash Flow as of April 30, 2024

<u>Monthly Cash Flow</u>	
<u>April 2024</u>	
Total Beginning Cash	<u>\$ 64,028,050</u>
Receipts	
Use Fees & Container Charges	\$ 10,004,410
M&O & Misc. Revenues, & Funds Transfers	<u>1,630,132</u>
Total Receipts	11,634,542
Disbursements	
Debt Service - Transfer to Accounts	3,073,249
M&O, Administrative, & Financing Expenses	<u>1,387,205</u>
Total Disbursements	4,460,454
Cash Flow for Month	<u>\$ 7,174,088</u>
Total Ending Cash	<u>\$ 71,202,138</u>



Cash Flow as of April 30, 2024

<u>April 2024</u>	
Beginning Cash	
Master Indenture Revenue Fund 1170	31,970,387
Master Indenture M&O Fund 1171	7,588,632
Master Indenture Reserve Fund 1172	11,515,413
Admin Fund 1189	9,697,850
Financing Fee-Senior	325,341
Financing Fee-1st Sub	2,176,843
Financing Fee-2nd Sub	753,584
Total Beginning Cash	64,028,050
Receipts	
Use Fee & Container Charges	10,004,410
M&O	1,365,445
Funds Transferred from BOA to Admin Fund	39,233
Funds Transferred from BOA to Reserve Fund	-
Interest Income / Loss	225,454
Total Receipts	11,634,542
Total Cash	\$ 75,662,593
Disbursements	
Debt Service - transfer to 1999C Principal	-
Debt Service - transfer to 1999C Interest	1,050,830
Debt Service - transfer to 2012 Interest	149,978
Debt Service- transfer to 2012 Principal	832,917
Debt Service- transfer to 2022B Interest	1,011,233
Debt Service - transfer to 2024A Interest	28,292
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	-
Transfer to 2016B Financing fee	-
Transfer to 1999A Financing fee	-
Transfer to Admin Fund	-
Transfer to Master Reserve	-
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	-
Transfer to 2022C Reserve Fund	-
Transfer to 17th level	-
Debt service payment - 2016A Interest	-
Debt service payment - 2016B Interest	-
Debt service payment - 2022C Interest	-
M&O - Railroads expense payments	762,253
M&O - Reserve expense payments	223,418
Administrative expense payments	325,570
Financing expense payments	75,963
Total Disbursements	4,460,454
Net Ending Cash	\$ 71,202,138
Ending Cash	
Master Indenture Revenue Fund 1170	38,964,588
Master Indenture M&O Fund 1171	8,201,867
Master Indenture Reserve Fund 1172	11,386,452
Admin Fund 1189	9,462,728
Financing Fee-Senior	313,597
Financing Fee-1st Sub	2,125,052
Financing Fee-2nd Sub	747,854
Total Ending Cash	\$ 71,202,138



Cash Flow – YTD as of April 30, 2024

<u>Cash Flow - Fiscal Year-to-Date</u>		
		<u>April 2024</u>
Total Beginning Cash as of 7/1/23		\$ 66,180,891
Receipts		
Use Fees & Container Charges	\$ 91,946,150	
M&O & Misc. Revenues, & Funds Transfers	32,218,045	
	<u>124,164,195</u>	
Total Receipts		124,164,195
Disbursements		
Debt Service - Transfer to Accounts	91,146,570	
M&O, Administrative, & Financing Expenses	27,996,378	
	<u>119,142,948</u>	
Total Disbursements		119,142,948
Cash Flow for Fiscal Year		<u>\$ 5,021,247</u>
Total Ending Cash		<u><u>\$ 71,202,138</u></u>



Cash Flow – YTD as of April 30, 2024

<u>April 2024</u>	
Beginning Cash as of 7/1/23	
Master Indenture Revenue Fund 1170	46,932,116
Master Indenture M&O Fund 1171	928,185
Master Indenture Reserve Fund 1172	11,323,311
Admin Fund 1189	6,997,279
Financing Fee-Senior	-
Financing Fee-1st Sub	-
Financing Fee-2nd Sub	-
Total Beginning Cash	66,180,891
Receipts	
Use Fee & Container Charges	91,946,150
M&O	15,269,656
Funds Transferred from BOA to Admin Fund	216,932
Funds Transferred from BOA to Reserve Fund	-
Annual Accounting - Transfer from Revenue Fund	14,324,673
Interest Income / Loss	2,406,784
Total Receipts	124,164,195
Total Cash	\$ 190,345,086
Disbursements	
Debt Service - transfer to 1999C Principal	11,559,130
Debt Service - transfer to 1999C Interest	8,152,951
Debt Service - transfer to 2012 Interest	1,534,974
Debt Service- transfer to 2012 Principal	8,467,917
Debt Service - transfer to 2022B Interest	10,078,742
Debt Service- transfer to 2024A Interest	80,135
Semi-Annual Accounting - Transfers & Debt Service	-
Transfer to 2012 Reserve	-
Transfer to 2004A Financing Fee	1,067,345
Transfer to 2016B Financing fee	227,635
Transfer to 1999A Financing fee	387,851
Transfer to Admin Fund	435,431
Transfer to Master Reserve	31,441
Transfer to 2016A Reserve	-
Transfer to 2016B Financing Fee	-
Transfer to 2022C Reserv Fee	-
Transfer to 17th level	21,283,462
Debt service payment - 2016A Interest	5,684,900
Debt service payment - 2016B Interest	16,849,406
Debt service payment - 2022C Interest	5,305,250
M&O - Railroads expense payments	8,165,087
M&O - Reserve expense payments	9,417,749
Administrative expense payments	9,942,834
Financing expense payments	470,708
Total Disbursements	119,142,948
Net Ending Cash	\$ 71,202,138
Ending Cash	
Master Indenture Revenue Fund 1170	38,964,588
Master Indenture M&O Fund 1171	8,201,867
Master Indenture Reserve Fund 1172	11,386,452
Admin Fund 1189	9,462,728
Financing Fee-Senior	313,597
Financing Fee-1st Sub	2,125,052
Financing Fee-2nd Sub	747,854
Total Ending Cash	\$ 71,202,138

M E M O

Alameda Corridor Transportation Authority

To: Governing Board
Meeting Date: June 20, 2024
From: Michael C. Leue, Chief Executive Officer 
Subject: APPROVE Resolution No. JPA 24-1 approving the ACTA Officer Positions

Recommendation:

Staff recommends the approval of the proposed resolution to clarify and affirm the current ACTA Officers authorized by ACTA's Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996 (as amended, the "Joint Powers Agreement"). The proposed resolution clarifies the appointment of ACTA's Treasurer.

Pursuant to the authority granted under California Government Code Section 6505.6, allowing Joint Powers Authority ("JPA") Treasurer duties to be performed by an employee or officer of a JPA entity, in 2014 ACTA approved a resolution assigning the Treasurer duties to the ACTA Chief Financial Officer. At that time, and until now, ACTA also appointed a port representative as Treasurer to oversee the ACTA CFO's performance of those Treasurer duties. Due to the authority of the Government Code sections authorizing an ACTA officer to perform Treasurer duties, the additional appointment of a Treasurer is not necessary. Therefore, it is recommended that Resolution No. JPA 24-1 be approved to clarify the appointment of the Treasurer position and affirm the remaining ACTA Officer positions.

Background:

Section 4E (Officers) of the Joint Powers Agreement requires that the Governing Board appoint qualified personnel to fill the following positions:

1. General Manager, who shall be responsible for the administration of the Authority;
2. Authority Engineer, who shall be a registered professional engineer in California responsible for engineering and construction of the Alameda Corridor;
3. Treasurer, who shall be selected in accordance with Government Code Sections 6505.5 and 6505.6;¹
4. Auditor/Controller, who shall be selected in accordance with Government Code Sections 6505.5 and 6505.6;
5. General Counsel, appointed from the City Attorney's Office of the City of Long Beach and/or the City of Los Angeles who shall provide legal advice to the Authority;
6. Secretary, who shall keep the official records and correspondence of the Authority; and
7. Such other officers as determined by the Governing Board.

¹ Government Code Sections 6505.5 and 6506.6 allow such position to be filled by an officer or employee of the Authority. These sections are provided in Transmittal 2.

Discussion:

Since ACTA's inception, officer positions have been filled by either Port or ACTA employees. Over the years, with Governing Board approval, the officer positions have been renewed or additional positions have been added, re-named and/or consolidated as follows:

General Manager

The original role of the General Manager (GM) was augmented in 1998 with the Board appointment of a Chief Executive Officer (CEO). The GM position was re-named the General Manager and Chief Operating Officer (GM/COO). Later the GM/COO position was abolished, and the duties absorbed by the CEO.

By the proposed resolution, it is affirmed that the position of the CEO includes the duties originally assigned to the General Manager, and that the CEO title replaces the GM title.

Authority Engineer

The role of Authority Engineer was initially performed by engineering representatives of both POLA and POLB. In 1998, the position was renamed the Director of Construction and Engineering (DCE) and filled with an ACTA contract employee. In early 2003, an ACTA employee was nominated to the position. In mid-2003, the position was absorbed into the CEO position, when the DCE was promoted to the CEO position. The current CEO has the requisite California PE license.

By the proposed resolution, it is affirmed that the CEO also fills the role of the Authority Engineer.

Treasurer

Pursuant to a 2014 Resolution, the Treasurer functions and duties are performed by ACTA's Chief Financial Officer (CFO). In compliance with Government Code Section 6505, the CFO is required to authorize a certified public accountant to perform annual independent audits of ACTA's accounts and records.

By the proposed resolution, it is affirmed that the CFO also fills the role of Treasurer.

Auditor/Controller

The function of Auditor/Controller was originally performed by Port-provided personnel on a part-time basis, with the Auditor provided by one Port and the Controller provided by the other. The role of Controller was absorbed into the ACTA CFO position April 10 2014 (JPA 2014-3).

For some time, ACTA maintained a separate Internal Auditor position during the peak of construction activity, but this role has subsequently been performed by independent external auditors under the purview of the CFO and overseen by the Audit Committee of the ACTA Governing Board.

Pursuant to the authority granted by Government Code Section 6505.6 and as set forth in the proposed resolution, it is affirmed that the position of the CFO includes the duties required to be performed by the Auditor/Controller.

General Counsel

The role of General Counsel, which must be filled by either the City Attorney's Office of the City of Los Angeles or the City of Long Beach, was originally filled by the City of Los Angeles. By Board resolution in 2005, the role is now performed by Co-General Counsel from each of the City Attorney's Offices. Their services are reimbursed by ACTA.

By the proposed resolution, it is affirmed that General Counsel title has been replaced by the Co-General Counsel title.

Secretary

The role of Secretary has been provided by both ACTA and port staff over the years. Currently, the position is being performed by an ACTA staff member, as approved by the Governing Board in March 2013.

By the proposed resolution, it is affirmed that Secretary functions and title remain the same.

Chief Operating Officer

The role of Chief Operating Officer (COO), as defined in the ACTA reorganization previously presented to the Board, has been added to the ACTA officers. The ACTA Joint Powers Agreement authorizes the Board to add additional officers as it determines necessary. The COO reports to the CEO and provides leadership in contract management with technical guidance to the performance of contracted services including engineering and railroad maintenance of way.

By the proposed resolution, it is affirmed that the position of Chief Operating Officer is an ACTA officer.

It is recommended that the Board approve the attached resolution, affirming the ACTA Officer positions.

Budget Impact:

The approved ACTA Operating Budget will not be impacted by the adoption of this resolution.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved the proposed Resolution as to form.

Transmittals:

Transmittal 1 – Resolution JPA 24-1

Transmittal 2 – Government Code Sections 6505.5 and 6506.6

RESOLUTION NO. JPA-24-1

RESOLUTION APPROVING THE OFFICER POSITIONS AND FUNCTIONS OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

WHEREAS, in December 1996, the City of Los Angeles and the City of Long Beach acting by and through their respective Harbor Commissions entered into the Amended and Restated Joint Exercise of Powers Agreement between the City of Long Beach and the City of Los Angeles to be known as the Alameda Corridor Transportation Authority (ACTA); and

WHEREAS, Section 4.E of the Amended and Restated Joint Exercise of Powers Agreement (Agreement) names the Officer positions and functions, and provides that such Officers shall be appointed by the Governing Board of ACTA; and

WHEREAS, Section 4E of the Agreement lists the titles of the Officers as the General Manager, Authority Engineer, Treasurer, Auditor/Controller, General Counsel, Secretary, and other officers as determined by the Governing Board; and

WHEREAS, over the course of the years since 1996, including Resolution JPA 14-3, positions have been added or re-titled and functions changed or consolidated; and

WHEREAS, Governing Board of ACTA desires to affirm the current list of Officers by position and function, as related to the original 1996 list of Officer positions and functions;

NOW THEREFORE BE IT RESOLVED that the Governing Board of ACTA does hereby affirm the following:

1. As regards the original General Manager position, the ACTA Chief Executive Officer (CEO) position has replaced the General Manager (GM) position, and the CEO performs the functions originally ascribed to the GM. **The CEO is an ACTA Officer.**
2. As regards the original Authority Engineer position, the current CEO also fills the Authority Engineer position, and is a registered engineer in California, as required. **The Authority Engineer is an ACTA Officer.**
3. In a support role to the CEO, the position of Chief Operating Officer (COO) is instated as part of a reorganization in 2024, which transitions to as-needed contract services, increases responsibility of ACTA staff, and requires management and technical direction of as-needed contract services. **The COO is an ACTA Officer.**
4. As regards the original Treasurer position, the ACTA Chief Financial Officer (CFO) performs the functions required under Government Code Sections 6505.5 and 6505.6. **The Treasurer is an ACTA Officer.**

5. As regards the original Auditor/Controller position, the ACTA CFO fulfills the duties of Auditor/Controller, and the CFO, as overseen by the ACTA Audit Committee, conducts the functions required under Government Code Sections 6505.5 and 6505.6. **The Auditor/Controller is an ACTA Officer.**
6. As regards the original General Counsel position, which was to be provided by either of the two cities, the position is now filled by an attorney from each of the City Attorney's Offices to provide ACTA's legal support. **The Co-General Counsel are ACTA Officers.**
7. As regards the original Secretary position, the position and functions have remained unchanged. **The Secretary is an ACTA Officer.**
8. The Governing Board will evaluate the performance and approve salary adjustments of the CEO. The CEO will be responsible for the performance evaluations and salary adjustments of all other ACTA employees including officers.

I HEREBY CERTIFY THAT the foregoing resolution was adopted by the ACTA Governing Board at its meeting held on this 20th day of June 2024 by the following vote:

AYES:

NAYS:

ABSENT:

ATTEST:

By: _____
Maria M. Melendres
Board Secretary

APPROVED AS TO FORM

_____, 2024
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Heather M. McCloskey, Deputy City Attorney
ACTA Co-General Counsel

Government Code 6505.5 and 6505.6

6505.5 (Amended by Stats. 1999, Ch. 83, Sec. 65. Effective January 1, 2000.)

If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depository and have custody of all the money of the agency or entity, from whatever source. The Treasurer or certified public accountant so designated shall do all of the following:

- (a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.
- (c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.
- (d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.
- (e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

The officer performing the functions of Auditor or Controller shall be of the same public agency as the Treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as Treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The auditor shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity.

The governing body of the same public entity as the Treasurer and Auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the Treasurer and Auditor. However, where a certified public accountant has been designated as Treasurer, the governing body of the same public entity as the Auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the Auditor.

6505.6 (Added by Stats. 1979, Ch. 276.)

In lieu of the designation of a Treasurer and Auditor as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5.

In the event the agency or entity designates its officers or employees to fill the functions of Treasurer or Auditor, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

M E M O

Alameda Corridor Transportation Authority

To: Governing Board
Meeting Date: June 20, 2024
From: Kevin L. Scott, Chief Financial Officer 
Subject: APPROVE and ADOPT the ACTA Officer and Employee Publicly Available Pay Schedule for Fiscal Year 2024/2025

Recommendation:

Staff requests that the Governing Board approve and adopt the Publicly Available Pay Schedule for ACTA's Officers and Employees effective July 1, 2024. The Pay Schedule sets the range of salaries allowed for each ACTA position.

Background:

The California Public Employee Retirement System (CalPERS) requires its member agencies to have each agency's governing body approve its employee Pay Schedule and thereafter make it publicly available. This item is brought before the Governing Board for approval to update the past Governing Board-approved Pay Schedule and to comply with CalPERS requirements.

Note that separately from approving the Pay Schedule, the ACTA Governing Board approves the salary budget line item during each annual budget approval process.

Discussion:

ACTA ORGANIZATION

ACTA's Organization Chart is shown in Transmittal 1.

In January 2024, management reorganized the Accounts Payable office in response to a staff departure. The position of Account Payable Supervisor was eliminated, and the duties were distributed among the remaining two Accounts Payables Technicians. These two positions were each promoted to new positions, namely Accounts Payable Lead Person and Accounts Payable Contracts Specialist.

As previously presented to the Board, ACTA's management will be hiring an Executive Assistant-Analyst (previously referred to as Production Analyst) to produce data presentation graphics, reports, Governing Board meeting packages and support contract administration

Overall, staffing for ACTA has been reduced by one position.

PAY SCHEDULE

ACTA management proposes a salary budget and Pay Schedule for 12 positions including three officers and nine employees. The salary ranges for each position have historically been established by comparing the salaries for ACTA's position descriptions with relatively equivalent City of Los Angeles employee positions. The proposed ACTA Pay Schedule lines are not tied directly to the City of Los Angeles ranges because the City salaries take into consideration certain contractually negotiated terms and conditions that do not carry over to employment at ACTA. Therefore, the proposed salary ranges for each position also consider consumer price index changes, merit raises and the Board's approved budget for the upcoming fiscal year. The proposed ACTA Pay Schedule applies a 5.4 percent increase to the Maximum limit for each position. Transmittal 2 shows ACTA's proposed Pay Schedule for ACTA Governing Board approval.

Budget Impact:

The approval of ACTA's Pay Schedule will not directly impact ACTA's budget. Salary increases are approved by the Governing Board separately through the annual operating budget.

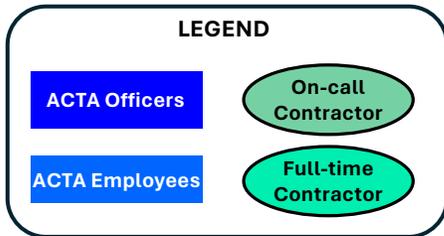
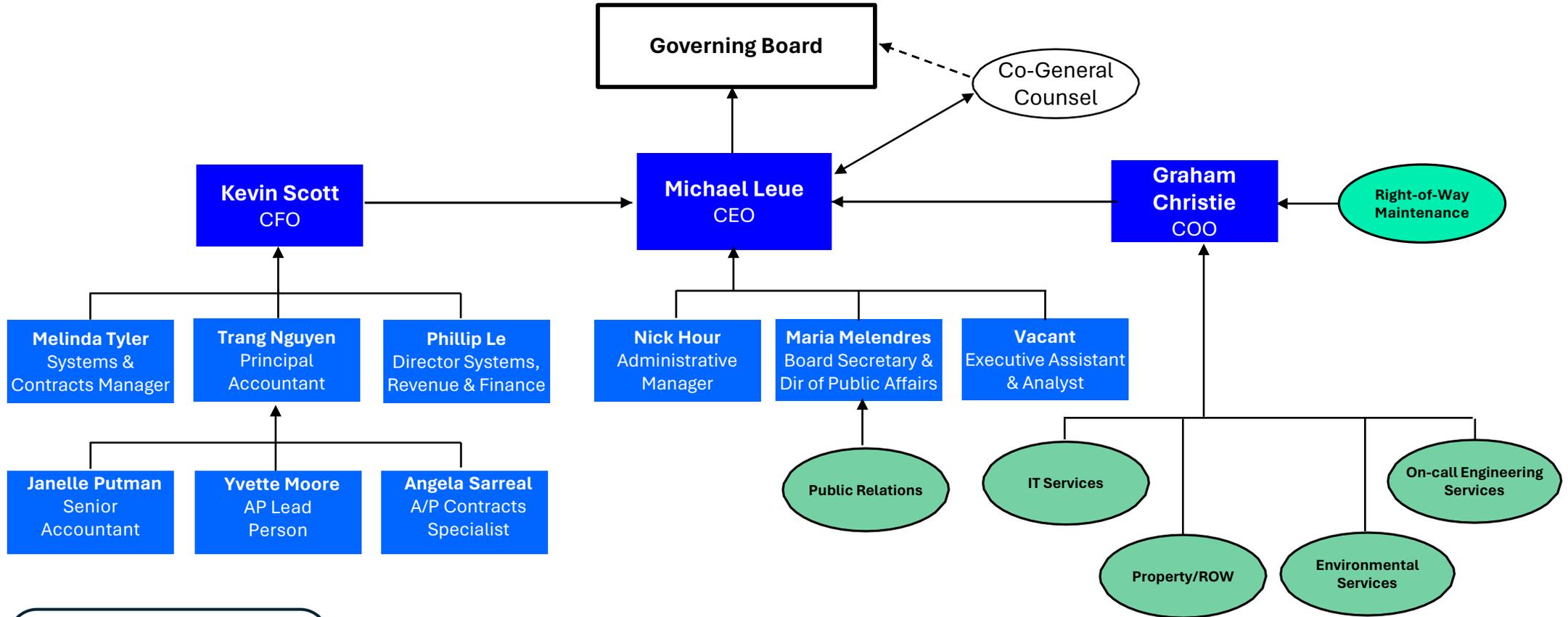
Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this board report and there are no legal issues at this time.

Transmittals:

Transmittal 1 – ACTA Organization Chart

Transmittal 2 – ACTA Pay Schedule Effective FY25



ACTA Officer and Employee Publicly Available Pay Schedule

Effective 07/01/2024

FLSA Exempt	Rate Type For PERS Reporting	Position	Pay Schedule			
			Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
Yes	Monthly	Chief Executive Officer	\$236,896	\$363,174	\$113.89	\$174.60
Yes	Monthly	Chief Financial Officer	\$201,266	\$308,553	\$96.76	\$148.34
Yes	Monthly	Chief Operating Officer	\$201,266	\$308,553	\$96.76	\$148.34
Yes	Monthly	Dir. of Systems, Revenue, Finance	\$171,477	\$262,876	\$82.44	\$126.38
Yes	Monthly	Principal Accountant	\$144,737	\$221,860	\$69.59	\$106.66
Yes	Monthly	Senior Accountant	\$92,861	\$139,710	\$44.64	\$67.17
Yes	Monthly	Dir. of Public Affairs	\$124,602	\$190,996	\$59.90	\$91.83
Yes	Monthly	Administrative Manager	\$90,588	\$144,538	\$43.55	\$69.49
Yes	Monthly	Systems & Contracts Manager	\$127,465	\$199,336	\$61.28	\$95.83
No	Monthly	Accounts Payable Lead Person	\$86,464	\$129,759	\$41.57	\$62.38
No	Monthly	Accounts Payable Contract Specialist	\$81,344	\$121,854	\$39.11	\$58.58
No	Monthly	Executive Assistant - Analyst	\$75,000	\$125,000	\$36.06	\$60.10

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 20, 2024

From: Kevin L. Scott, Chief Financial Officer 

Subject: APPROVE Annual ACTA Operating Budget for Fiscal Year 2024/2025

Recommendation:

Adopt the final Fiscal Year 2024/2025 (FY25) ACTA Operating Budget and appropriate cash spending of \$109,094,531.

Discussion:

The FY25 cash budget of \$109.1 million includes debt service of \$65.7 million (consisting of \$16.3 million in principal payments and \$49.4 million in interest payments) and other expenditures as outlined below.

	<u>Cash Spending</u>	
	<u>FY25</u>	<u>Budget</u>
		<u>FY24</u>
Debt Service	\$65,655,208	\$65,461,227
Administrative Expenses	9,008,868	8,714,093*
EPA Pass Thru	2,570,162	1,169,835
Public Benefit Spending	75,000	2,992,850
Maintenance of Way Expenses	31,785,293	22,767,159
	<u>\$109,094,531</u>	<u>\$101,105,164</u>

The Budget also details non-cash expenditures, for which no Board appropriation occurs. These items include:

	<u>Non-Cash Spending</u>	
	<u>FY25</u>	<u>FY24</u>
Debt Service – Accrued CAB Interest	\$83,969,153	\$75,607,088
Depreciation	20,985,164	20,985,164
	<u>\$104,954,317</u>	<u>\$96,592,252</u>

*FY2024 Budget Amended July 13, 2023

Revenue Summary

Operating Revenue during FY25 is forecasted to be \$108.8 million. The largest component of Revenue, \$91.7 million, is from Use Fees and Container Charges as established in the 1998 Use and Operating Agreement (UOA), as amended. There is an additional \$17.1 million of Maintenance of Way Charges which are paid by the railroads. Rates are forecast to escalate by 2.4%, which is the maximum annual CPI adjustment provided in the Use & Operating Agreement (the actual CPI adjustment will be taken from October 2024). ACTA TEU volumes are based on our ACTA Forecast Model -Low Scenario results, which show 2% growth for the fiscal year 2025.

Other Revenue is comprised of \$5.4 million in investment income and interest earnings from the investment portfolio, and \$3.0 million in reimbursements to ACTA from various projects including Dolores Crossover Construction, POLB Pier B On-Dock Rail Support Facility Project, Artesia Blvd. Bridge Repairs, 405 Freeway Drain Improvements at Dolores Yard, SR-91 Seismic Retrofit and Guard Rail Improvements, LA Metro I-105 Express Lanes, Anaheim Overhead Bridge Railing Upgrade, Tesoro Refining and Marketing Phase 1 Project, and Oil Release at Texaco Slot, as well as income from Pierpass. Income for Public Benefit Includes \$0.075 million for the substantially completed SR-47 project.

Spending Summary

Administrative Expenses overall remain consistent for the FY25 budget compared to the FY24 budget. The expenses include \$1.5 million to voluntarily pay down the unfunded accrued liability (UAL) for CalPERS pension, offset by a \$1.5 million reduction in ACET administrative costs due to the ACET contract ending June 30, 2024.

The FY25 budget also includes salary adjustments/increases of 2.4% and a 3% merit increase pool for ACTA employees. Employee benefit costs reflect the latest rates as quoted by the benefit providers such as CalPERS (health and retirement), Guardian (life insurance, dental insurance, vision insurance), and other benefit providers (workers compensation, etc.), as well as additional CalPERS deposits.

The table on the following page details Administrative Expenses by Expense Type, comparing the FY25 Budget to both FY24 Estimated Actual and FY24 Budget. The FY25 Budget proposes a 3.4% increase over the FY24 Budget.

Some notable information on the FY25 Administrative Expenses is described as follows:

Salaries and Benefits: ACTA staff annual compensation adjustment of 2.4% CPI. The net increase to FY25 Budget reflects 5.2% due to the addition of an Analyst position, and establishment of a merit bonus pool at 3% of total salaries. The FY24 estimated actual is lower than budget due to elimination of the Accounts Payable supervisor position as well as the hiring of the Chief Operating Officer that occurred mid-fiscal year.

ACET Operating and Professional Services: The ACET contract ends June 30, 2024. ACET duties will be replaced by new professional contracts, on-call engineering, environmental support, IT, and property disposition services. The FY24 estimated actual is lower than budget because the hiring and use of consultants to replace the ACET staff did not occur in FY24.

Administrative Expenses by Type

	FY 2025		FY 2024		% Change FY 2025 Budget to	
	Budget	Est. Actual	Budget *Amended	FY 2024 Est. Actual	FY 2024 Budget	
Salaries	2,384,011	1,911,317	2,267,008	24.7%	5.2%	
Benefits	2,652,177	798,843	1,040,759	232.0%	154.8%	
Office Expenses	547,711	470,814	505,233	16.3%	8.4%	
Other Management Exp	105,900	42,477	103,900	149.3%	1.9%	
Information Technologies	164,500	110,646	183,500	48.7%	-10.4%	
Bank and Investment	192,500	173,785	175,000	10.8%	10.0%	
ACET Operating	-	1,098,794	1,545,943	-100.0%	-100.0%	
Audit	211,370	181,987	206,128	16.1%	2.5%	
Legal	680,000	378,280	680,000	79.8%	0.0%	
Governmental Affairs	90,000	85,000	85,000	5.9%	5.9%	
Professional Services	1,980,699	313,468	1,921,622	531.9%	3.1%	
Total Admin Expense	\$9,008,868	\$5,565,411	\$8,714,093	61.9%	3.4%	

Pass Through Expenses include two items for FY25 Budget: 1) Projects and EPA Order related to the Dolores Crossover Construction, POLB Pier B On-Dock Rail Support Facility Project, Artesia Blvd. Bridge Repairs, 405 Freeway Drain Improvements at Dolores Yard, SR-91 Seismic Retrofit and Guard Rail Improvements, LA Metro I-105 Express Lanes, Anaheim Overhead Bridge Railing Upgrade, Tesoro Refining and Marketing Phase 1 Project, and Oil Release at Texaco Slot are budgeted at \$2.6 million, and 2) ACTA’s Public Benefit Project Expenses budgeted for \$0.075 million. The expenditures incurred by ACTA are fully reimbursed by Union Pacific Railroad, Port of Long Beach, Crimson, Caltrans, City of Compton, LA Metro, Tesoro, or other entities for item 1, and Caltrans for item 2, through Cooperative Agreements between the agencies.

Port Advances are obligated by the UOA to be paid by the Ports when bond payments exceed revenue (up to 20% of total bond payments from each Port). Use Fees & Container Charges during FY25 have been projected at \$91.7 million. No Port Advances are estimated to be required in FY25. Revenues are also forecast to be sufficient to pay the full cost of funding the M&O Reserve Account, Administrative Costs and Financing Fees.

Following adoption of the FY25 Budget, staff will prepare the final budget document for distribution, and post the authorized budget to the ACTA website.

Adoption of the FY25 Budget, as presented, is recommended.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

Transmittal 1 - Proposed FY2025 Budget

Transmittal 2 - Proposed FY2025 Budget Presentation

Proposed FY2025 Budget

Presented to ACTA Governing Board

June 20, 2024



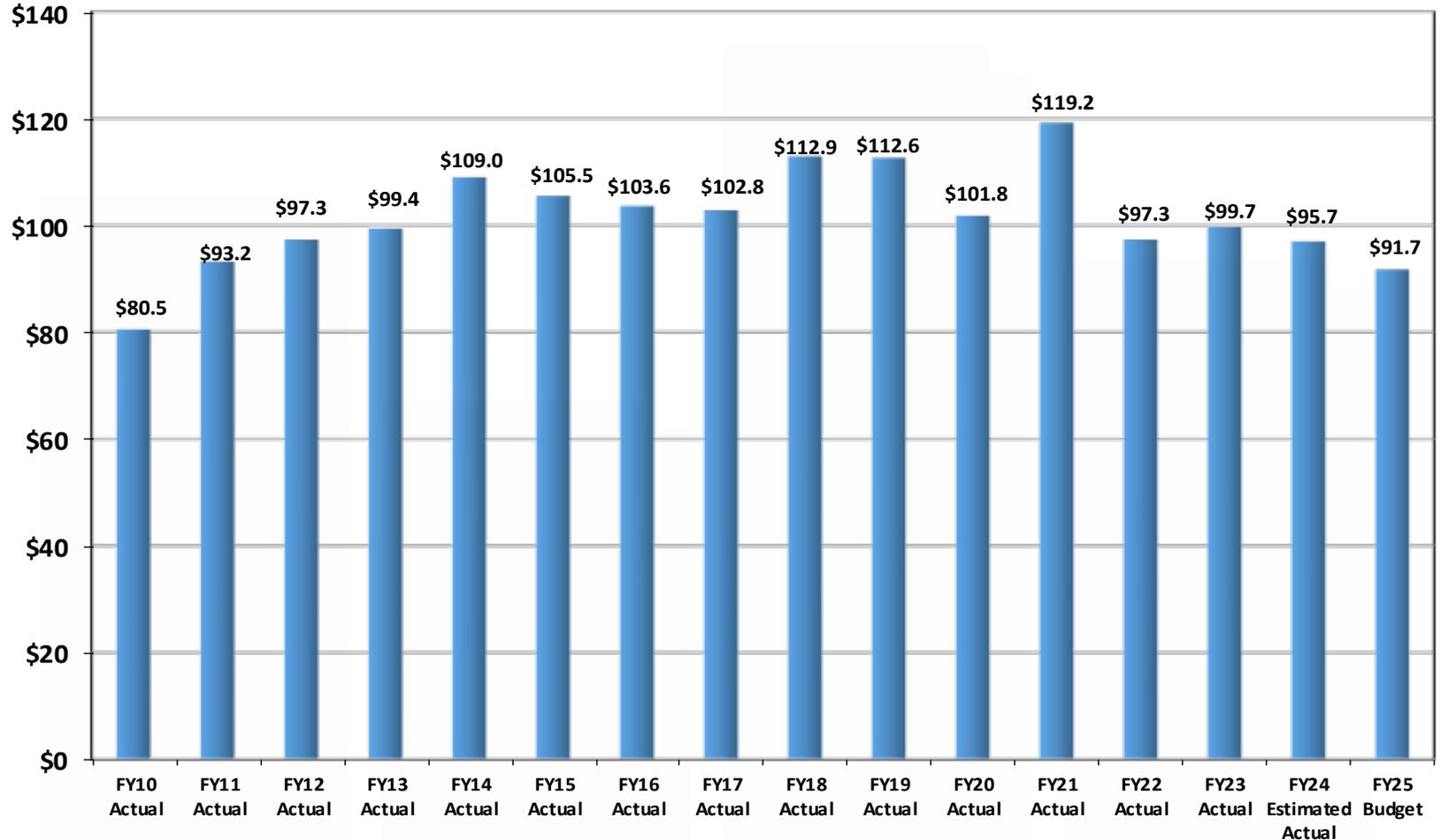
**ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
OPERATING BUDGET SUMMARY**

	FY 2025		FY 2024	
	Budget	Estimated Actual	Budget *Amended	
San Pedro Bay TEUs (000)	11,281	11,059	11,531	
ACTA TEUs (000)	3,054	3,162	2,979	
<hr/>				
Revenues				
Operating Revenues				
Use Fees & Container Charges	\$ 91,721,944	\$ 95,683,754	\$ 87,167,877	
Maintenance-of-Way Charges	17,117,816	10,391,693	14,660,656	
Total Operating Revenues	108,839,760	106,075,447	101,828,533	
Other Revenues	8,508,457	7,050,412	5,798,793	
Total Sources of Funds	117,348,217	113,125,859	107,627,326	
<hr/>				
Expenses				
Salaries	2,384,011	1,911,317	2,267,008	
Benefits	2,652,177	798,843	1,040,759	
Office Expenses	547,711	470,814	505,233	
Other Management Expenses	105,900	42,477	103,900	
Information Technologies	164,500	110,646	183,500	
Bank and Investment	192,500	173,785	175,000	
ACET Administrative Support	-	1,098,794	1,545,943	
Audit	211,370	181,987	206,128	
Legal	680,000	378,280	680,000	
Government Affairs	90,000	85,000	85,000	
Professional Services	1,980,699	313,468	1,921,622	
Total Administrative Expenses	9,008,868	5,565,411	8,714,093	
Pass Thru Expenses & EPA Order	2,570,162	611,146	1,169,835	
Expenses for Public Benefit	75,000	338,514	2,992,850	
Total Admin, EPA, and Public Benefit Expenses	11,654,030	6,515,071	12,876,778	
Total Maintenance-of-Way Expenses	31,785,293	17,869,161	22,767,159	
Subtotal Admin, EPA, Public Benefit, and MOW Expenses	43,439,323	24,384,232	35,643,937	
Financing Interest	133,369,362	125,573,315	125,573,315	
Depreciation and Amortization Expenses	20,985,164	20,985,164	20,985,164	
Total Operating Expenses	197,793,849	170,942,711	182,202,416	
Income (loss)	\$ (80,445,632)	\$ (57,816,852)	\$ (74,575,090)	

Total Use & Container Charges Comparison

15.8% 4.4% 2.2% 9.7% -3.2% -1.8% -0.8% 9.8% -0.3% -9.6% 17.1% -18.4% 2.5% -4.0% -4.2%

Millions



ACTA Revenues *
Projected using ACTA Imputed TEUs
Revenue FY25 Hybrid

Month	San Pedro Bay Loaded TEUs		Imputed TEUs			Fee	Actual and Projected Revenues
	San Pedro Bay Loaded Waterborne Total	San Pedro Bay Loaded Waterborne Growth Rate	Imputed TEUs Divided By Loaded TEUs	ACTA Imputed TEUs	ACTA Imputed TEUs Growth Rate	Actual Loaded Rate / TEU	Actual Reconciled / Forecasted Unreconciled
Aug-23	977,050	-3.4%	29.5%	288,180	-14.5%	29.18	\$8,667,344
Sep-23	1,023,418	16.7%	29.5%	301,693	-3.0%	29.18	\$8,476,237
Oct-23	947,104	12.8%	33.1%	313,864	3.8%	29.18	\$8,852,325
Nov-23	960,511	22.9%	30.8%	295,729	3.3%	29.18	\$9,228,805
Dec-23	923,253	14.5%	34.5%	318,387	21.1%	29.18	\$8,763,830
Jan-24	980,181	16.2%	26.4%	258,768	2.8%	29.18	\$9,290,526
Feb-24	711,654	2.0%	26.4%	187,877	-23.0%	29.88	\$7,732,063
Mar-24	847,516	2.0%	26.4%	223,744	-11.8%	29.88	\$5,613,818
Apr-24	885,357	2.0%	26.4%	233,734	-12.0%	29.88	\$6,685,550
May-24	1,020,431	2.0%	26.4%	269,394	-8.1%	29.88	\$6,984,056
Jun-24	930,433	2.0%	26.4%	245,634	-14.9%	29.88	\$8,049,569
Jul-24	852,517	2.0%	26.4%	225,064	-22.6%	29.88	\$7,339,631
FY2024	11,059,424			3,162,069			\$95,683,754
Aug-24	996,591	2.0%	26.4%	263,100	-8.7%	29.88	\$6,724,995
Sep-24	1,043,886	2.0%	26.4%	275,586	-8.7%	29.88	\$7,861,511
Oct-24	966,046	2.0%	26.4%	255,036	-18.7%	29.88	\$8,234,595
Nov-24	979,721	2.0%	26.4%	258,646	-12.5%	29.88	\$7,620,565
Dec-24	941,718	2.0%	26.4%	248,614	-21.9%	29.88	\$7,728,434
Jan-25	999,784	2.0%	27.6%	275,940	6.6%	30.48	\$7,428,651
Feb-25	725,888	2.0%	27.6%	200,345	6.6%	30.48	\$8,410,094
Mar-25	864,466	2.0%	27.6%	238,593	6.6%	30.48	\$6,106,099
Apr-25	903,064	2.0%	27.6%	249,246	6.6%	30.48	\$7,271,812
May-25	1,040,839	2.0%	27.6%	287,272	6.6%	30.48	\$7,596,494
Jun-25	949,042	2.0%	27.6%	261,935	6.6%	30.48	\$8,755,443
Jul-25	869,567	2.0%	27.6%	240,000	6.6%	30.48	\$7,983,250
FY2025	11,280,612			3,054,313			\$91,721,944

* Actual Reconciled and Projected Unreconciled

**Alameda Corridor Transportation Authority
Estimated Cash Flow-Budget
FY2025**

Beginning Cash 7/1/2024 - Budget \$ 63,155,405

Receipts:

Use Fee & Containers Charges	\$	91,721,944
M&O and Other Revenue		<u>22,595,587</u>
Total Receipts		114,317,531

Disbursements:

Debt Service Payments		65,655,208
Operating and M&O Expenses		<u>40,794,161</u>
Total Disbursements		106,449,369

Cash Flow for the Year 7,868,162

Estimated Ending Cash 6/30/2025 \$ 71,023,567

Item #4

FY2025 Proposed Budget

Budget Assumptions

- Projected revenues based on:
 - 2.4% CPI fee increase
 - Assumption of 2.0% month over month change in TEU volume starting in July 2024 through June 2025 (Low Case)
 - Estimate of 25% capture rate by ACTA of Port TEUs
- ACTA staffing level 12 full-time, new position of Executive Assistant / Analyst, elimination of Accounts Payable Supervisor position
- ACTA staff compensation adjustment 2.4% CPI and merit increase of up to 3%
- New consulting agreements will be made for on-call engineer, environmental support, IT and property dispositions

Budget Assumptions

- Core ACTA functions include corridor maintenance, revenue collection, payment of obligations, and servicing of debt
- ACET duties will be replaced by new professional contracts, on-call engineering, environmental support, IT and property dispositions
- \$1.5M to voluntarily paydown the unfunded accrued liability (UAL) for CalPERS pension
- M&O budget figures based upon calendar year 2024 budget approved through the Notice of Mutual Agreement process

Operating Budget Summary Revenue

(x1000)

	FY 2025 Budget	FY 2024 Estimated Actual	FY 2024 Budget *Amended
San Pedro Bay TEUs	11,281	11,059	11,531
ACTA TEUs	3,054	3,162	2,979
Operating Revenue			
Use Fees and Container Charges	\$ 91,722	\$ 95,684	\$ 87,168
Maintenance-of-Way Charges	<u>17,118</u>	<u>10,392</u>	<u>14,660</u>
Total Operating Revenue	\$ 108,840	\$ 106,076	\$ 101,828
Other Revenue	<u>8,508</u>	<u>7,050</u>	<u>5,799</u>
Total Revenue	<u>\$ 117,348</u>	<u>\$ 113,126</u>	<u>\$ 107,627</u>

*FY2024 Budget Amended July 13, 2023

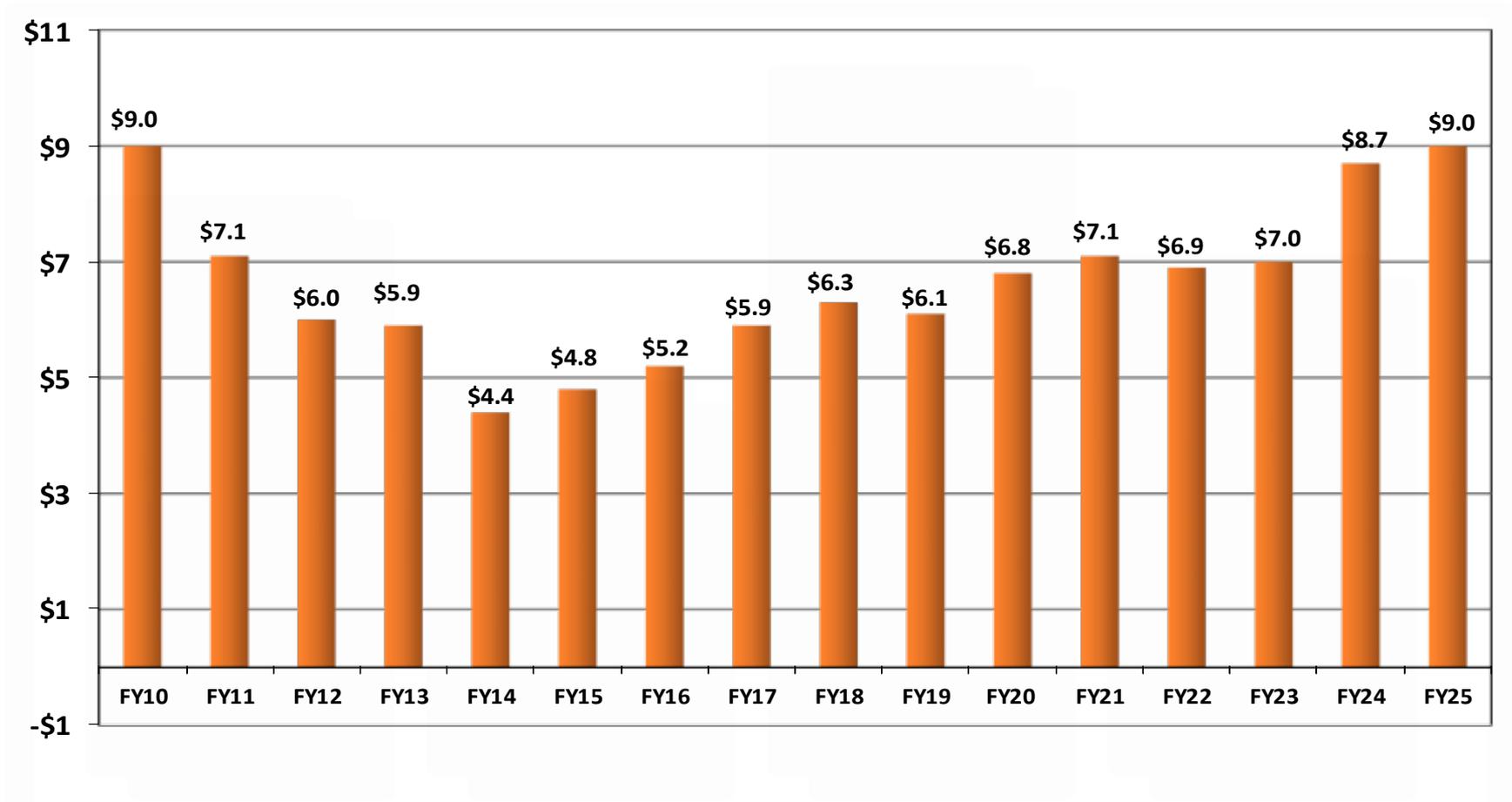
Administrative Spending by Expense Type

	FY 2025 Budget	FY 2024 Estimated Actual	FY 2024 Budget *Amended
Salaries	\$ 2,384,011	\$ 1,911,317	\$ 2,267,008
Benefits	2,652,177	798,843	1,040,759
Office Expenses	547,711	470,814	505,233
Other Management Expenses	105,900	42,477	103,900
Information Technologies	164,500	110,646	183,500
Bank and Investment	192,500	173,785	175,000
ACET Administrative Support	-	1,098,794	1,545,943
Audit	211,370	181,987	206,128
Legal	680,000	378,280	680,000
Governmental Affairs	90,000	85,000	85,000
Professional Services	1,980,699	313,468	1,921,622
Total Administrative Expenses	\$ 9,008,868	\$ 5,565,411	\$ 8,714,093

*FY2024 Budget Amended July 13, 2023

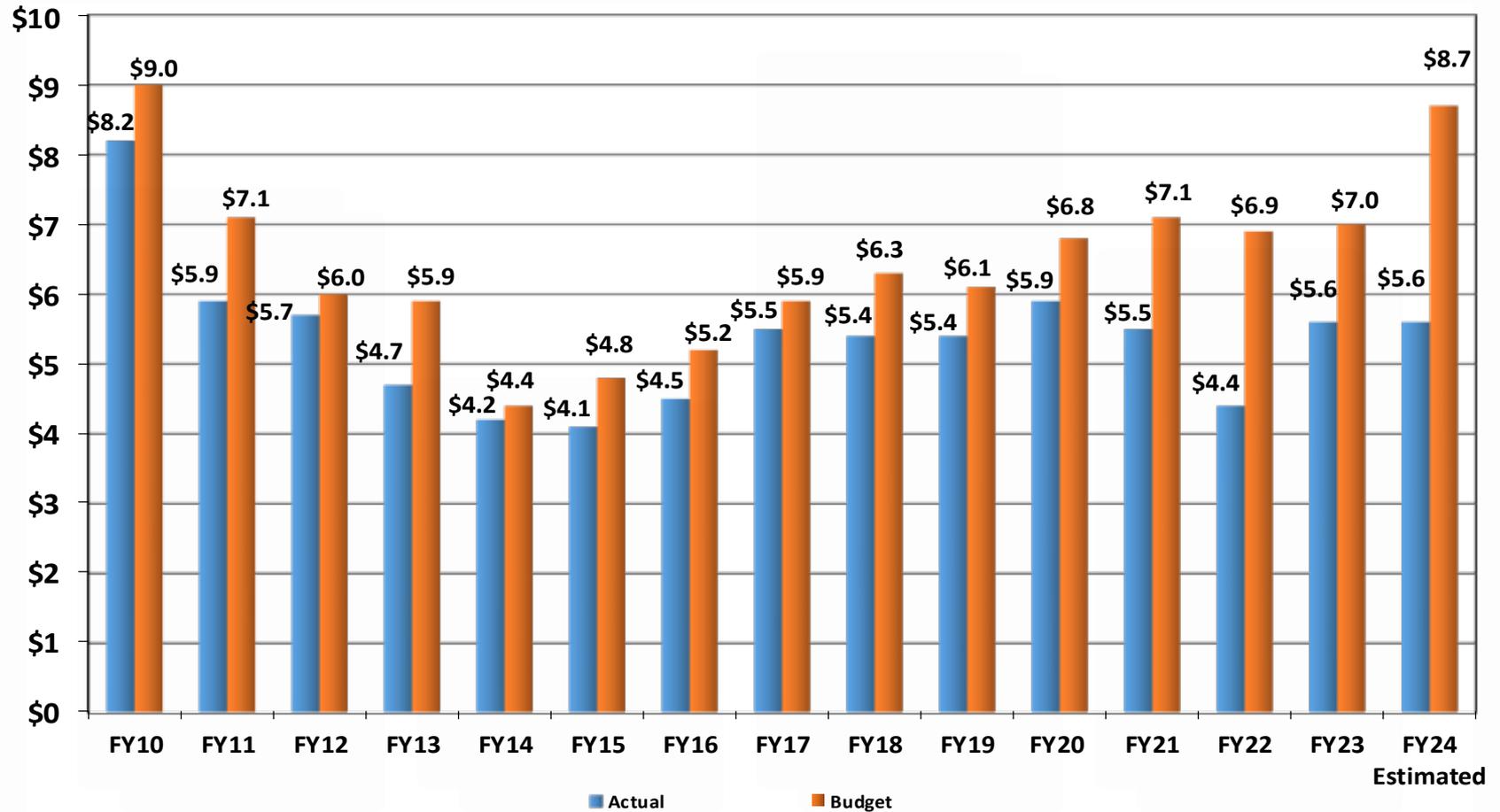
Administrative Expense Comparison Budget FY10 to FY25

Millions



Administrative Expense Comparison Budget vs. Actual FY10 to FY24

Millions



M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 20, 2024

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE Modifications to ACTA Delegation of Authorities to the Chief Executive Officer

Recommendation:

Approve the delegation of certain authorities to the Chief Executive Officer (CEO) and authorization for the CEO to delegate said authorities to other ACTA Officers, as necessary, insofar as the following items are concerned. The purpose of this recommendation is to conform the authorities previously granted to the CEO. The entirety of the Delegation of Authorities has been included here so that it appears in one document. The Delegation of Authorities is presented as previously approved by the Governing Board (Nov 18, 1999; Aug 14, 2003; May 27, 2004, Apr 22, 2008) with the exception of modifications shown as bold items below or items to be removed as strikethrough.

Background:

ACTA staff requests modifications to the Delegation of Authorities which has not been updated since November 1999. The Delegation of Authorities sets limits on the delegated authority granted by the Governing Board to ACTA the CEO.

The Consumer Price Index (CPI) has increased costs by 180% over the 25 years since the original delegation of authority was approved by the Governing Board, and moreover, the CPI tends to understate increases in engineering and construction costs. The current delegated authority limit of contracts and other actions not to exceed \$50,000 is recommended to be increased to \$100,000. The current delegated authority limit for purchases and other actions not to exceed \$100,000 is recommended to be increased to \$200,000. These recommended increases (shown in bold below) and certain authorities no longer needed (shown as strikethrough) to be incorporated into the Delegation of Authorities are submitted for approval by the Governing Board.

Delegation of Authority:

1. Authorize the Chief Executive Officer to appoint ACTA officers as Acting-CEO in the temporary absence of the Chief Executive Officer.
2. Authorize the Chief Executive Officer to establish a succession of signature authority. Succession of authority shall be as follows: CEO, Chief Financial Officer (CFO), Chief Operating Officer (COO).
3. Authorize the Chief Executive Officer to execute purchase orders of up to **\$200,000**.
4. Authorize the Chief Executive Officer to execute professional service contracts of **\$100,000** or less without Board approval.
5. Authorize the Chief Executive Officer to extend the term of Governing Board approved contracts for up to one additional twelve-month period when no additional compensation is involved.

6. Authorize the Chief Executive Officer to hire and/or terminate ACTA employees and/or personnel positions.
7. Authorize the Chief Executive Officer to accept and execute Caltrans right-of-way project certifications.
8. Authorize the Chief Executive Officer to accept and consent to the recordation of real estate deeds or grants to or from ACTA made pursuant to authority for such deeds or grants as set forth in Governing Board approved agreements.
- ~~9. Authorize the Chief Executive Officer to adopt assurances and guarantees regarding fair and equitable treatment of property owners during the acquisition process.~~
- ~~10. Authorize the Chief Executive Officer to institute legal proceedings on matters relating to right of entry and unlawful detainer.~~
- ~~11. Authorize the Chief Executive Officer to establish just compensation based on appraised values.~~
- ~~12. Authorize the Chief Executive Officer to execute settlement agreements on behalf of ACTA for properties being acquired for the project.~~
- ~~13. Authorize the Chief Executive Office to approve the sale and disposal of Fixtures and Equipment (F&E), not exceeding **\$200,000** in value, per acquisition.~~
- ~~14. Authorize the Chief Executive Officer to execute rental agreements with property owners for units vacated prior to ACTA's acquiring the property.~~
- ~~15. Authorize the Chief Executive Officer to advertise for bids for building demolition and site remediation of right-of-way acquired for north end grade separations.~~
- ~~16. Authorize the Chief Executive Office to establish the Relocation Appeals Board and adoption of relocation appeals policy entitled "ACTA Grievance Procedures."~~
- ~~17. Authorize the Chief Executive Officer to submit Draft Relocation Plan to the State of California and to provide notice of the plan to affected occupants.~~
- ~~18. Authorize the Chief Executive Officer to approve relocation claims and relocation payments, not exceeding **\$200,000**.~~
- ~~19. Authorize the Chief Executive Officer to approve loss of business goodwill settlements, not exceeding **\$200,000**.~~
- ~~20. Authorize the Chief Executive Officer to provide notice for utility relocation and execute replacement utility licenses and permits necessary for Corridor construction.~~
- ~~21. Authorize the Chief Executive Officer to enter into settlement agreements with fiber optics companies for the relocation of fiber optics facilities.~~

Budget Impact:

The approval of ACTA's Delegation of Authorities will not directly impact ACTA's budget.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.

Transmittals:

Transmittal 1 – Delegation of Authorities

RESOLUTION NO. JPA-24-2

RESOLUTION APPROVING THE ACTA DELEGATION OF AUTHORITIES TO THE CHIEF EXECUTIVE OFFICER

WHEREAS, in December 1996, the City of Los Angeles and the City of Long Beach acting by and through their respective Harbor Commissions entered into the Amended and Restated Joint Exercise of Powers Agreement between the City of Long Beach and the City of Los Angeles to be known as the Alameda Corridor Transportation Authority (ACTA); and

WHEREAS, Section 4.E of the Amended and Restated Joint Exercise of Powers Agreement (Agreement) names the Officer positions and functions, and provides that such Officers shall be appointed by the Governing Board of ACTA; and

WHEREAS, on November 18, 1999 the ACTA Delegation of Authorities was originally approved by ACTA Governing Board; and

WHEREAS, in the ensuing 25 years costs to operate the Alameda Corridor have increased by nearly double and it is reasonable to increase the limits on Delegated Authorities.

NOW THEREFORE BE IT RESOLVED that the Governing Board of ACTA does hereby affirm the following Delegation of Authority:

1. Authorize the Chief Executive Officer to appoint ACTA officers as Acting-CEO in the temporary absence of the Chief Executive Officer.
2. Authorize the Chief Executive Officer to establish a succession of signature authority. Succession of authority shall be as follows: CEO, Chief Financial Officer (CFO), Chief Operating Officer (COO).
3. Authorize the Chief Executive Officer to execute purchase orders of up to \$200,000.
4. Authorize the Chief Executive Officer to execute professional service contracts of \$100,000 or less without Board approval.
5. Authorize the Chief Executive Officer to extend the term of Governing Board approved contracts for up to one additional twelve-month period when no additional compensation is involved.
6. Authorize the Chief Executive Officer to hire and/or terminate ACTA employees and/or personnel positions.
7. Authorize the Chief Executive Officer to accept and execute Caltrans right-of-way project certifications.
8. Authorize the Chief Executive Officer to accept and consent to the recordation of real estate deeds or grants to or from ACTA made pursuant to authority for such deeds or grants as set forth in Governing Board approved agreements.

I HEREBY CERTIFY THAT the foregoing resolution was adopted by the ACTA Governing Board at its meeting held on this 20th day of June 2024 by the following vote:

AYES:

NAYS:

ABSENT:

ATTEST:

By: _____
Maria M. Melendres
Board Secretary

APPROVED AS TO FORM

_____, 2024
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Heather M. McCloskey, Deputy City Attorney
ACTA Co-General Counsel

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 20, 2024

From: Graham M. Christie, Chief Operating Officer *Graham M. Christie*

Subject: APPROVE Agreement No. C0922 for On-Call Information Technology Services with BCA Watson Rice – Western Region, LLP for a term of 4 years and compensation not-to-exceed \$2,000,000

Recommendation:

Approve the proposed Agreement No. C0922 with BCA Watson Rice – Western Region, LLP (BCAWR) for on-call Information Technology (IT) Services with a compensation amount not-to-exceed \$2,000,000 and a four-year term and authorize the Chief Executive Officer or his designee to execute said agreement.

Discussion:

ACTA's core competency and capabilities of employed staff involve contract administration, accounting and accounts payable activities. ACTA has always relied on contracted services to provide engineering and technical support. Prior to the proposed agreement, the Alameda Corridor Engineering Team (ACET), a Joint Venture of four engineering firms, provided various engineering services, including IT services. As the expiration date of the ACET agreement term approached, the Governing Board directed that the contract for the various services provided by ACET should be renewed using competitive selection procedures.

ACTA issued a Request for Proposals (RFP) seeking well-qualified and experienced firms to provide on-call IT services in support of Alameda Corridor operations and maintenance. Services will be provided on an as-needed basis through Contract Task Orders (CTO) issued by ACTA to the Consultant during the term of the Agreement. Sample types of IT services that might be requested are listed in Transmittal 1, Agreement Scope of Work.

Selection Process:

On April 15, 2024, the IT Services RFP was posted on the ACTA website. Notice of its availability was advertised on the web-based procurement systems utilized by the two ports: the City of Los Angeles' Los Angeles Business Assistance Virtual Network (LABVN) and Port of Long Beach's PlanetBids. Bidder questions were due on April 29, 2024, and ACTA responses to questions were posted on May 3, 2024. Proposals were due on May 14, 2024.

Fourteen proposals were received by the due date, as shown in Transmittal 2. A panel consisting of ACTA's CEO, CFO, COO and the Director of Systems, Revenue & Finance reviewed and evaluated the written proposals using criteria set forth in the RFP. The evaluation criteria included: the firm's and any subconsultants' qualifications; project team organization and management; experience and qualifications of proposed personnel; hourly rates; and clarity and responsiveness of the proposal.

The proposals were ranked based on the panel's review using the evaluation criteria. The top six firms were selected to interview. Based on their proposal score combined with their interview performance, BCA Watson Rice – Western Region, LLP was unanimously ranked the highest by all panel members. As a result of the final scoring of the proposals (see Transmittal 2), it is recommended that the Board approve the proposed agreement with BCA Watson Rice – Western Region, LLP, attached in Transmittal 3.

Budget Impact:

The contract value for IT services is \$2 million for a 4 year term. This budget amount is based on ACTA's proposed "Hybrid Organization," as presented to the Governing Board on April 6, 2023, which allows for a transition of services from the ACET agreement to a combination of on-call services and in-house staffing.

Funds of approximately \$450,000 for the first year of IT services are included in the FY25 Operating Budget under the *Professional Services* line item plus the *Rail and Non-Rail Support Service* in the Operations & Maintenance budget. Funds for future fiscal years will be brought to the Governing Board as part of the Operating Budget for approval each year.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved the proposed Agreement as to form.

Transmittals:

Transmittal 1 – Agreement Scope of Work

Transmittal 2 – List of Proposing Firms and Scores

Transmittal 3 – Agreement No. C0922 with BCAWR



SCOPE OF WORK

ACTA's Chief Operating Officer will direct the efforts of the Consultant, with oversight by the Chief Executive Officer.

The following areas are intended to be guidelines as to the type of assignments for which the Consultant will provide Information Technology assistance to ACTA.

- Define architecture and acquire hardware for office computer network
- Manage acquisition of computers, peripherals and software
- Provide computer IT services including user assistance and software upgrades
- Collaborate on website development and manage website maintenance
- Collaborate on phone system implementation and maintenance
- Track ACTA owned assets with inventory database and tags
- Maintain SCADA based emergency phone and ladder alarm system
- Maintain WAN to relay emergency phone and ladder status to ICTF and San Bernardino
- Maintain WAN & server at ACTA's datacenter in downtown Los Angeles for Automatic Equipment Identification (AEI) readers
- Maintain IP based cameras at trench's portals and pump stations
- Advise maintenance contractor on signal and communication system work
- Perform ACTA's data backup and maintain offsite storage
- Support specialty software such as Sparkrock web-based accounting system
- Maintain access or replace dormant Expedition system
- Be on-call for IT emergency response



Alameda Corridor Transportation Authority

On-call IT Support

List of all Proposers

Structural Design Concepts
Elegant Enterprise-Wide Solutions, Inc.
Jada Systems Inc.
Universal Solutions Group Inc.
Navisite
Linkosys Consulting
Encode Inc.
Cogent Infotech Corporation
Golden Five Consulting
Vastek Group
Knight Communications
Axelliant
BCA Watson Rice – Western Region, LLP
Stealth ICT

Scoring of Shortlisted Proposers

Proposal Team	Score
BCA Watson Rice – Western Region, LLP	92
2	83
3	80
4	74
5	68
6	67



Alameda Corridor Transportation Authority

Project: On-call IT Services
SUMMARIZED SELECTION EVALUATION FORM
FOR ALL SHORTLISTED PROPOSERS

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighting Factor: the weighting factor provides a means of assigning importance to each criterion (1 low through 6 high).

Weighted Score= for each criterion, the Rater's Score is multiplied by the Weighting Factor to obtain the Weighted Score.

Total Score = sum of all Weighted Scores. **Maximum points possible = 100.**

Evaluated by:

(All Evaluators Combined)

Date:

6/6/2024

SCORES FOR PROPOSING FIRMS																											
Firm	A. Firm Qualifications (4)					B. Project Org & Mgmt (6)					C. Staff Qualifications (5)					D. Fee Schedule (3)					E. Responsiveness (2)					Average Weighted Scores	Ranking
	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined	Rater 1	Rater 2	Rater 3	Rater 4	Combined		
BCA Watson Rice – Western Region, LLP	5	5	4	5	19	4	4	5	4.5	17.5	5	5	5	4.5	19.5	4	4	4	5	17	4	5	5	4	18	91	1
2	5	4	4	4.5	17.5	4	4	4	4.5	16.5	4	4	3	4.5	15.5	4	3	4	5	16	4	4	5	4	17	83	2
3	4	5	4	4	17	4	4	4	4	16	4	4	4	4	16	2	4	3	4	13	4	4	5	4	17	80	3
4	4	4	4	4	16	4	4	3	3	14	3	3	4	3	13	5	3	4	5	17	3	4	3	3	13	74	4
5	4	4	3	4	15	3	4	3	3	13	3	3	3	3	12	4	2	4	3	13	4	3	3	4	14	68	5
6	4	2	3	4	13	2	3	2	4.5	11.5	3	3	2	5	13	5	4	3	5	17	5	2	3	4	14	67	6

AGREEMENT NO. C0922

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
BCA WATSON RICE – WESTERN REGION, LLP

THIS AGREEMENT (“Agreement”) is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority (“ACTA”) acting by and through its Governing Board (“Board”), and BCA WATSON RICE – WESTERN REGION, LLP, a California Limited Liability Partnership, whose address is 2355 Crenshaw Blvd., Suite 150, Torrance, California 90501 (“Consultant”).

WHEREAS, ACTA requires the professional, expert and technical services of Consultant on a temporary or occasional basis to provide ACTA with as-needed on-call information technology services; and

WHEREAS, Consultant is an organization that provides these information technology services, including, but not limited to those services required by ACTA and, by virtue of training and experience, is well-qualified to provide such services to ACTA; and

WHEREAS, ACTA does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant

2.1 All of the potential services Consultant shall perform for ACTA are set forth in Exhibit A hereto and hereinafter shall be referred to as “Scope of Work.”

2.2 Consultant’s performance of tasks or subtasks shall occur as follows:

a. ACTA’s Chief Executive Officer (“CEO”) shall issue a written Contract Task Order (“CTO”) in the form attached hereto as Exhibit B that specifies, without limitation: the task or subtask to be performed; the specific services required in connection with such task or subtask; the deliverables required in the performance of such task or subtask; the schedule for the performance of such task or subtask; authorized personnel who may perform the task or subtask; and authorized compensation for such task or subtask.

b. Consultant, to reflect its agreement with all the terms of such CTO, shall sign, date and return such CTO to ACTA.

c. Following ACTA's receipt of the CTO signed by Consultant, ACTA's CEO shall issue a Notice to Proceed in the form attached hereto as Exhibit C that has been signed by ACTA's CEO and that authorizes Consultant to commence performance of the services contemplated by such CTO.

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that ACTA's CEO lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a CTO, or in the absence of both a CTO and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's CEO, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom ACTA's CEO may subsequently approve in writing ("Subconsultants"), or as listed on CTOs. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to ACTA and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon ACTA's CEO's written request, Consultant shall supply ACTA with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between ACTA and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, City, or any other governmental entity.

2.6 ACTA's CEO shall resolve in his sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a CTO, and the amount of compensation due. Upon written notice from ACTA's CEO, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to his reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by ACTA of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Xavier Motley ("Project Manager"), shall not be changed without ACTA's CEO's written approval. ACTA's CEO may, for any reason in his sole reasonable discretion, require Consultant to substitute a new Project Manager. If ACTA requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to

become familiar with the services provided and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice ACTA at the lower rate.

2.10 Consultant shall promptly consider and implement, to his reasonable satisfaction, any written comments of ACTA's CEO.

2.11 Consultant shall review information provided by ACTA. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of ACTA's CEO in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by ACTA's CEO. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a CTO shall entitle ACTA to have services completed by others, shall obligate Consultant to pay ACTA ACTA's cost to undertake completion of such services, and shall authorize ACTA to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a CTO shall result in economic losses to the ACTA, including, but not limited to, the timely bidding and awarding of contracts, completion of any project in connection with which Consultant's services are rendered and the use of such project by ACTA, the users of the Alameda Corridor and the public.

3. Services To Be Performed By ACTA

3.1 ACTA shall provide Consultant, upon its request, all documents and papers in possession of ACTA which may lawfully be supplied to Consultant which, in the sole reasonable discretion of ACTA's CEO, are necessary for Consultant to perform its obligations under this Agreement.

3.2 Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to any premises under the control of ACTA. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of ACTA's CEO, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by railroad companies, tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

3.3 ACTA shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term

4.1 The effective date of this Agreement shall be the date of its execution by ACTA's CEO or his designee upon authorization of the Board.

4.2 Commencing on the Agreement's effective date, this Agreement shall be in full force and effect until the earlier of the following occurs:

1. Four (4) years have lapsed from the effective date of this Agreement;

or

2. ACTA's Board, in its sole discretion, terminates and cancels all or part of this Agreement pursuant to Section 6.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, ACTA shall pay Consultant and Consultant shall accept a sum not to exceed Two Million Dollars (\$2,000,000). The total sum payable under this Agreement shall be determined by Contract Task Orders and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit D. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit D expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Contract Task Order.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Contract Task Order.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of tasks or subtasks using the applicable rates set forth in Exhibit D. Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit D state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit D.

c. Equal Payment Fee. Consultant shall be paid equal amounts over time

throughout a particular Contract Task Order, up to the stated fixed amount.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to ACTA for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and one (1) copy of each such invoice for payment in the format that contains the information specified in Exhibit E, and that includes the following certification:

“I certify under penalty of perjury that the above invoice is true and just, in accordance with the terms of Agreement No. _____, that payment of this invoice has not been received and that none of the items contained in the invoice have been submitted to any other agency.

(signed)

5.5 Where Consultant employs Subconsultants under this Agreement, Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit F) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form.

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less. All invoices are subject to audit.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of ACTA business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Department
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

In addition to, or in lieu of, mailing invoices per the above instructions, Consultant may email invoices to accountspayable@acta.org, and Consultant shall be responsible for confirming receipt of emailed invoices. ACTA shall not be responsible for invoices incorrectly emailed or not received due to technical issues, regardless of the

source of such issues.

6. Termination

6.1 The Board, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon ACTA's CEO giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of ACTA to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

6.2 Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. ACTA's CEO, in his sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly.

6.3 If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to ACTA in an organized, usable form with all items properly labeled to the degree of detail specified by ACTA's CEO. No compensation shall be due Consultant until it complies with the requirements of this paragraph.

6.4 Pursuant to Section 5 of ACTA's Amended and Restated Joint Exercise of Powers Agreement, ACTA shall be restricted in its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers. Therefore, this Agreement is subject to the provisions of the Los Angeles City Charter Section 320 which precludes ACTA from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

ACTA, its board, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

7. Recordkeeping and Audit Rights

7.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by ACTA, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

7.2 During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 7.2 shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

8. Consultant Is An Independent Contractor

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of ACTA. Consultant shall not represent itself as an agent or employee of ACTA and shall have no power to bind ACTA in contract or otherwise.

9. Indemnification

Except for the sole negligence or willful misconduct of ACTA, its Board or any of its officers, agents, employees, assigns and successors in interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, arbitration proceedings, administrative

proceedings, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

10. Insurance

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and as a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall also have the railroad exclusion deleted. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than Five hundred Thousand Dollars (\$500,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a

defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against ACTA in any circumstance in which it is alleged that actions or omissions of ACTA contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of the Agreement.

(e) Technology Errors and Omissions Liability Insurance

Consultant is required to provide Technology Errors and Omissions Liability Insurance with respect to negligent or wrongful acts, errors or omissions, in rendering or failing to render computer or information technology services or technology products in connection with the professional services to be provided under this Agreement. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Technology Errors and Omissions Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times

during performance of said Agreement and until two (2) years following the completed term of the Agreement.

10.2 Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the Alameda Corridor Transportation Authority, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. C0922, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by ACTA is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to ACTA's CEO with copies sent to ACTA's Co-General Counsel at the following addresses: 1) Office of the Long Beach City Attorney, 411 West Ocean Boulevard, 9th Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Consultant's insurance broker or agent shall submit to ACTA the appropriate proof of insurance on Consultant's behalf.

Upon request by ACTA, Consultant shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive

the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to ACTA.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to ACTA as set forth herein.

(d) Modification of Coverage

ACTA's CEO, at his sole reasonable discretion, based upon recommendation of independent insurance consultants to ACTA, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the ACTA a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, ACTA's CEO may, at his own option but without any obligation, obtain such insurance to protect ACTA's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(f) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

10.4 Accident Reports

Consultant shall report in writing to ACTA's CEO within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon any Alameda Corridor property if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known

witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement

Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on ACTA to such Subconsultant(s) or give the Subconsultant(s) any rights against ACTA.

12. Confidentiality

Consultant shall not disclose any proprietary or confidential information of ACTA to any third party or parties during or after the term of this Agreement without the prior written consent of ACTA. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded shall contain a like nondiscrimination provision.

14. Small/Very Small Business Enterprise Program

It is the policy of ACTA to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist ACTA in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit G.

15. Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read

and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of ACTA. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of ACTA relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, ACTA may immediately terminate this Agreement by giving written notice thereof.

16. Compliance with Applicable Laws

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, and local laws, ordinances, rules, regulations, and orders.

17. Trademarks, Copyrights and Patents

Consultant shall promptly and fully inform ACTA's CEO in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by ACTA of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the ACTA, its Board, officers, agents or employees, is not given in confidence.

Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, ACTA shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by ACTA. Upon ACTA's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to ACTA. It is expressly understood and agreed that, as between ACTA and Consultant, the referenced license shall arise for ACTA's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. ACTA may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by ACTA.

20. ACTA's Disclosure Obligations

Consultant acknowledges that ACTA is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Construction of Agreement

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

23. Titles and Captions

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

24. Modification in Writing

This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. Any such modifications are subject to all applicable approval processes required by ACTA.

25. Waiver

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

26. Governing Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

27. Severability

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

28. Integrated Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter

into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

29. Exhibits; Sections

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

30. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

The use of electronic signatures herein, or in any amendments to this Agreement, and any electronic records related to this Agreement (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means), shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

The words "execution," "signed," "signature," and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf" "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign or Acrobat Sign).

The parties agree that electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

/////

/////

/////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

BCA WATSON RICE – WESTERN
REGION, LLP

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
Hydee Feldstein Soto, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT A

SCOPE OF WORK

ACTA's Chief Operating Officer will direct the efforts of the Consultant, with oversight by the Chief Executive Officer.

The following areas are intended to be guidelines as to the type of assignments for which the Consultant will provide Information Technology assistance to ACTA.

- Define architecture and acquire hardware for office computer network
- Manage acquisition of computers, peripherals and software
- Provide computer IT services including user assistance and software upgrades
- Collaborate on website development and manage website maintenance
- Collaborate on phone system implementation and maintenance
- Track ACTA owned assets with inventory database and tags
- Maintain SCADA based emergency phone and ladder alarm system
- Maintain WAN to relay emergency phone and ladder status to ICTF and San Bernardino
- Maintain WAN & server at ACTA's datacenter in downtown Los Angeles for Automatic Equipment Identification (AEI) readers
- Maintain IP based cameras at trench's portals and pump stations
- Advise maintenance contractor on signal and communication system work
- Perform ACTA's data backup and maintain offsite storage
- Support specialty software such as Sparkrock web-based accounting system
- Maintain access or replace dormant Expedition system
- Be on-call for IT emergency response

Exhibit "B"

Contract Task Order

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Contract Task Order No. ____

Project Name

Pursuant to Section 2 of Agreement No. _____, after receipt of a written Notice to Proceed signed by ACTA's CEO, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
----------------------	--------------------------

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit A to Agreement No. _____.

Consultant shall complete the work within ____ calendar days from ACTA's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Contract Task Order No. ____:

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Contract Task Order and that its signature below reflects its agreement with the terms and conditions of this Contract Task Order No. ____.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

ACCEPTED:

(Consultant Name)

Exhibit "C"

Form of Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Agreement No. _____
Notice to Proceed – Contract Task Order No. ____
Project Name

This is to notify and direct you to commence performance of the subject Contract Task Order No. _____. Enclosed is your set of the executed Contract Task Order documents.

If you have any questions, please contact _____ at (562) 247-_____.

Very truly yours,

Mike Leue
ACTA Chief Executive Officer

Enclosure: Contract Task No. ____

EXHIBIT D
RATE SHEET

Information Technology (IT) Services						
Submitted by: BCA Watson Rice - Western Region, LLP						
	Job Title/Description	Indicate Prime or Sub role	Maximum Hourly Rate (For Employees)			
			Year 1	Year 2	Year 3	Year 4
1	Client Services Partner	Prime	\$250	\$258	\$265	\$273
2	IT Manager	Prime	\$200	\$206	\$212	\$219
3	Project Manager	Prime	\$200	\$206	\$212	\$219
4	Networking Engineer	Prime	\$150	\$155	\$159	\$164
5	IT Infrastructure Engineer	Prime	\$150	\$155	\$159	\$164
6	Application Support Engineer	Prime	\$150	\$155	\$159	\$164
7	Website / Software Development	Prime	\$150	\$155	\$159	\$164
8	Cybersecurity Analyst	Prime	\$125	\$129	\$133	\$137
9	Help Desk Support	Prime	\$100	\$103	\$106	\$109

Other Direct Costs				
Mileage	per IRS Rate	per IRS Rate	per IRS Rate	per IRS Rate

Up to \$20,000 of the Agreement budget may be utilized for travel, transportation and meal expenses (collectively “travel expenses”) incurred by Consultant in performing services under the Agreement. All travel expenses shall be pre-approved in writing by ACTA through a task order and invoiced by Consultant in accordance with ACTA’s travel policy. Consultant shall describe in detail in its billings any travel expenses incurred, and ACTA retains the right to audit these expenses. All travel expenses shall be reimbursed in the same manner for which the travel would be reimbursable to ACTA employees if incurred by them in the performance of their duties. Any travel expenses not pre-approved by ACTA may be rejected for reimbursement.

EXHIBIT E

Company Letterhead

Agreement No.:
TIN:

Invoice Number:
Date:
ACTA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
\$0.00	\$0.00	\$0.00	\$0.00

PERSONNEL:	Rate/Hour	Current Hours	Cumulative Hours	Current Total
Name & Title	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
Total Labor Cost:				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
Total Subconsultant Cost:		\$0.00

REIMBURSABLE EXPENSES:	Current Total	
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
Total Other Direct Cost:		\$0.00

REMIT PAYMENT TO: Company Name Address City, ST Zip
--

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt #_____ and that payment has not been received.

Consultant Representative Name

Date:
APPROVED AS TO SCOPE AND
AMOUNT OF WORK PERFORMED

ACTA PROJECT MANAGER

Exhibit F

**ALAMEDA CORRIDOR
MONTHLY SUBCONTRACTOR MONITORING REPORT**

Instructions: Please indicate the participation levels achieved for the month of _____ for the referenced contract number.

Contract No. _____ Start Date _____ End Date _____

Committed SBE Participation Percentage _____

				PROPOSED	ACTUALS		
	Name of Subcontractor	Work Performed	Certifications:* SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed SBE Percentage	Amount Paid This Month	Amount Paid to Date	Overall Contract Amount Percentage (Paid to Date)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

* Indicate all certifications held by each subcontractor

EXHIBIT G

SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority (“ACTA”) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBES, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. **Based on the work to be performed under this Agreement, it has been determined that the percentage of required small business participation will be 0%.**

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: _____ Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 20, 2024

From: Graham M. Christie, Chief Operating Officer *Graham M. Christie*

Subject: APPROVE Agreement No. C0923 with Jenkins, Gales & Martinez, Inc. for a term of 6 months and compensation not-to-exceed \$132,000 to provide environmental services

Recommendation:

Approve the proposed Agreement No. C0923 with Jenkins Gales & Martinez, Inc. (JGM) for Environmental Services in an amount not-to-exceed \$132,000 for a 6-month term and authorize the Chief Executive Officer or his designee to execute said agreement.

Discussion:

ACTA's core competency and capabilities of employed staff are related to contract administration, accounting and accounts payable activities. ACTA relies on contracted services to provide engineering and technical support. Prior to the subject agreement, the Alameda Corridor Engineering Team (ACET), a Joint Venture of four engineering firms, provided various engineering, environmental, property disposition and IT services. As the sunset of the ACET agreement term approached, the Governing Board directed that the contract for the services provided by ACET should be renewed using competitive selection procedures.

As directed by the Governing Board, over the past months ACTA staff has undertaken several competitive selection procedures to replace the services provided by the ACET firms, including engineering, environmental, property disposition and information technology services. The services that had previously been provided by ACET were broken down into several components to be contracted for separately. On-call Engineering and IT services were procured through two Request for Proposals (RFP). ACTA advertised seeking well-qualified and experienced firms to be available to provide on-call services in support of Alameda Corridor operations and maintenance. The on-call engineering and the IT services are to be provided on an as-needed basis through Contract Task Orders (CTO) issued by ACTA to the two consultants during the term of the Agreement.

While the selections for replacement of ACET services are substantially complete, the selection process for environmental services has not been concluded.

Selection Process:

ACTA staff explored several options to solicit the environmental services including contracting with one of the Ports (Port of Los Angeles or Port of Long Beach) using their internal staff or selecting a consulting firm that has similar a contract with one of the Ports. Using Port staff was not found to be viable, and while we found a firm under contract to the Port of Los Angeles that was capable and willing to perform all the required environmental

services for ACTA, we have not validated a “piggyback” on the port contract. The preferred option that may be employed is an open RFP process.

The ACET agreement will expire on June 30, 2024, which does not leave sufficient time for ACTA staff to complete a competitive selection process for the environmental services required by ACTA. JGM is one of the engineering firm members of the ACET joint venture and the purpose of the proposed agreement is to provide a short-term bridge for continued services until a firm can be engaged through a competitive selection process.

Budget Impact:

The contract value for the proposed JGM agreement is \$132,000 over 6 months. This budget amount is based on ACTA’s proposed “Hybrid Organization,” as presented to the Governing Board on April 6, 2023, which transitions from the past budgets for ACET to a combination of on-call services and in-house staffing.

Funds of approximately \$345,000 for the first year of Environmental services, to be provided by JGM initially and then a longer-term contract subsequently, are included in the FY25 Operating Budget under the *Professional Services* line item plus the *Non-Rail Support Service* in the Operations & Maintenance budget. Funds for future fiscal years will be brought to the Governing Board as part of the Operating Budget for approval each year.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed and approved the proposed Agreement as to form.

Transmittals:

Transmittal 1 – Agreement Scope of Work

Transmittal 2 – Agreement No. C0923 with JGM

SCOPE OF WORK

ACTA's Chief Operating Officer will direct the efforts of the Consultant, with oversight by the Chief Executive Officer. The following services are intended to be guidelines as to the type of assignments for which the Consultant may provide environmental engineering assistance to ACTA.

- Coordinate environmental activities by maintenance contractor or cleanup contractor;
- Coordinate environmental activities required by local/state/federal agencies;
- Obtain permits required by local/state/federal agencies;
- Coordinate legal responses to environmental issues;
- Inspect pump stations; develop budget and oversee repairs;
- Maintain relationships and comply with Los Angeles County Department of Public works and Los Angeles County Sanitation Districts;
- Inspect and oversee the removal of unauthorized hazardous, bio-hazardous, and other regulated waste;
- Prepare and file annual hazardous waste information with California Department of Hazardous Waste and City of Los Angeles Fire Department;
- Provide environmental information for property transfers;
- Respond to requests for environmental information from municipalities, agencies and/or Freedom of Information Act;
- Conduct field investigations to obtain data on environmental matters by operating a variety of field sampling equipment and interviewing stakeholders;
- Review and report on existing and proposed environmental laws, regulations and guidelines;
- Research court decisions, legislation, newspapers and professional journals to obtain information for specific projects;
- Contact various agencies to ascertain their methods, policies, and laws on environmental issues;
- Attend outside agencies' meetings to enhance awareness of rulings which may affect ACTA;
- Make recommendations regarding ACTA goals, policies and procedures for the control of pollutants;
- Evaluate and address any potential environmental impacts from the storage and handling of hazardous materials;
- Conduct investigations on noise, water or air quality;
- Make presentations to Governing Board, community groups and others;
- May testify in court or appear as an expert witness;
- Maintain files, records, documentation, and schedules related to environmental activities;
- Coordinate response actions associated with legal settlements, communicate findings/actions to the ports and attorneys to ensure compliance, and document the findings/actions and communications.
- Be on-call for environmental emergency response.

AGREEMENT NO. C0923

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
JENKINS, GALES & MARTINEZ, INC.

THIS AGREEMENT (“Agreement”) is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California Joint Powers Authority (“ACTA”), acting by and through its Governing Board (“Board”) and JENKINS, GALES & MARTINEZ, INC., a California corporation, 6033 W. Century Boulevard, Suite 601, Los Angeles, California 90045 (“Consultant”).

WHEREAS, ACTA has an agreement with the Alameda Corridor Engineering Team (ACET), a joint venture of four engineering firms that includes Consultant to provide various services to ACTA, including environmental services; and

WHEREAS, the ACET agreement is set to expire on June 30, 2024, and ACTA requires the continuation of services provided by Consultant during a transition period while a competitive selection process for a new service provider is undertaken; and

WHEREAS, ACTA requires the professional, expert, and technical services of Consultant to assist ACTA in performing necessary and required environmental activities related to the operation of the Alameda Corridor; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to ACTA;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to ACTA, as an independent contractor, certain professional, technical and expert services as set forth in Exhibit A (“Scope of Work”).

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between ACTA and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, city, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that

any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of ACTA's Chief Executive Officer ("ACTA's CEO") or his or her designee, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to ACTA and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon ACTA's CEO's written request, Consultant shall supply ACTA with all agreements between Consultant and its Subconsultants.

2. SERVICES TO BE PERFORMED BY ACTA

A. ACTA shall furnish Consultant, upon its request, all documents and papers in possession of ACTA which may lawfully be supplied to Consultant and which are necessary for Consultant to perform its obligations.

B. ACTA's CEO or his or her designee is designated as the contract administrator for ACTA and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Section 10 (Termination) hereof.

C. Consultant shall provide ACTA's CEO with reasonable advance written notice if it requires access to the premises of ACTA or of the Alameda Corridor. Access rights, if any, shall be granted to Consultant at the sole reasonable discretion of ACTA's CEO, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of ACTA and that access rights granted by ACTA to Consultant shall be consistent with any such occupancy or use.

3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. The effective date of this Agreement shall be the date of its execution by ACTA's CEO or his designee upon authorization of the Board.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Six (6) months have lapsed from the effective date of this Agreement;

or

2. The Board, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

Pursuant to Section 5 of ACTA's Amended and Restated Joint Exercise of Powers Agreement, ACTA shall be restricted in its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers. Therefore, this Agreement is subject to the provisions of the Los Angeles City Charter Section 320 which precludes ACTA from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

ACTA, its board, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, ACTA shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum amount payable under this Agreement, including reimbursable expenses, if any (see Exhibit B), shall be One Hundred Thirty-Two Thousand Dollars (\$132,000).

C. Consultant shall submit invoices in duplicate to ACTA monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

“I certify under penalty of perjury that the above invoice is true and just, in accordance with the terms of Agreement No. _____, that payment of this invoice has not been received and that none of the items contained in the invoice have been submitted to any other agency.

”
(Consultant’s Signature)

D. All invoices shall be approved by ACTA’s CEO or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of ACTA business, the same may be approved, audited and processed.

Invoices shall include the Agreement number, employee name, title/classification, hourly rate, hours worked, current charges and cumulative charges. Subconsultant invoices shall be in a similar format. Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. ACTA may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to ACTA, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Where applicable, Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form.

E. For payment and processing, all invoices should be sent to the following address:

Accounts Payable Department
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, California 90806

In addition to, or in lieu of, mailing invoices per the above instructions, Consultant may email invoices to accountspayable@acta.org, and Consultant shall be responsible for confirming receipt of emailed invoices. ACTA shall not be responsible for invoices incorrectly emailed or not received due to technical issues, regardless of the source of such issues.

6. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at Consultant's premises by ACTA, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, ACTA may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to ACTA. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide ACTA at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by ACTA. ACTA's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to ACTA, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6 shall constitute a material breach of this Agreement and shall entitle ACTA to withhold any payment due under this Agreement until such breach is cured.

7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of ACTA. Consultant shall not represent itself as an agent or employee of ACTA and shall have no power to bind ACTA in contract or otherwise.

8. INDEMNIFICATION

Except for the sole negligence or willful misconduct of ACTA, its Board or any of its officers, agents, employees, assigns and successors in interest, Consultant undertakes and agrees to defend, indemnify and hold harmless ACTA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its Subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

9. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 8, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as additional insureds.

(2) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to ACTA if Best's is not available) within Consultant's normal limits of liability but not less than Five Hundred Thousand Dollars (\$500,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name ACTA, its Board, officers, agents and employees as Primary additional insureds.

(3) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against ACTA in any circumstance in which it is alleged that actions or omissions of ACTA contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(4) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Two Million Dollars (\$2,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following completion or termination of the Agreement.

(5) Pollution Liability Insurance

Consultant shall procure and maintain throughout the term of this Agreement, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an

alternate guide acceptable to ACTA if Best's Rating is not available), with Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Consultant's services under this Agreement. Said limits shall provide first dollar coverage except that ACTA's CEO may permit a self-insured retention or self-insurance in those cases where, in his judgment, such retention or self-insurance is justified by the net worth of Consultant. Consultant's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Consultant described under the scope of services of this Agreement and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Consultant is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by ACTA shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Consultant, and shall not contain any other exclusions contrary to this Agreement.

Each policy shall name ACTA, POLA, and POLB, and their Boards, officers, agents and employees as Primary and Non-Contributory additional insureds.

B. Insurance Procured by Consultant on Behalf of ACTA

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 8, and where Consultant is required to name ACTA, its Board, officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause ACTA to be named as an additional insured on all policies it procures in connection with this Section 9. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that ACTA, its Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under

Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by ACTA is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to ACTA's CEO with copies sent to ACTA's Co-General Counsel at the following addresses: 1) Office of the Long Beach City Attorney, 411 West Ocean Boulevard, 9th Floor, Long Beach, California 90802, and 2) Office of the Los Angeles City Attorney, 425 S. Palos Verdes Street, San Pedro, California, 90731."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Section 9 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Consultant's insurance broker or agent shall submit to ACTA the appropriate proof of insurance on Consultant's behalf.

Upon request by ACTA, Consultant shall furnish full copies of certified policies of any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to ACTA.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice to ACTA.

(4) Modification of Coverage

ACTA's CEO, at his sole reasonable discretion, based upon recommendation of independent insurance consultants to ACTA, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to ACTA a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, ACTA's CEO may, at his or her own option but without any obligation, obtain such insurance to protect ACTA's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, ACTA requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACTA.

D. Accident Reports

Consultant shall report in writing to ACTA's CEO within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon any Alameda Corridor property if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

10. TERMINATION PROVISION

The Board, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of ACTA to hire

additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

11. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of ACTA's CEO where the work may conflict with the interests of ACTA.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 1 of this Agreement. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on ACTA to such Subconsultant(s) or give the Subconsultant(s) any rights against ACTA.

12. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. All subcontracts awarded shall contain a like nondiscrimination provision.

13. SMALL BUSINESS ENTERPRISE PROGRAM

It is the policy of ACTA to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all ACTA contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist ACTA in implementing ACTA's Small Business Program attached hereto as Exhibit D, and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement.

14. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and

employees, as well as the Conflict of Interest Code of ACTA. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of ACTA relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, ACTA may immediately terminate this Agreement by giving written notice thereof.

15. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of ACTA's CEO.

16. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

17. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify ACTA, its Board and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by ACTA of any materials supplied by Consultant in the performance of this Agreement.

18. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by ACTA as soon as they are developed, whether in draft or final form. ACTA has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that ACTA at all times owns rights provided for in this Section 18 free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for ACTA the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by

Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by ACTA, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to ACTA, its Board, officers, agents or employees, is not given in confidence. Accordingly, ACTA or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, ACTA shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by ACTA. Upon ACTA's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to ACTA. It is expressly understood and agreed that, as between ACTA and Consultant, the referenced license shall arise for ACTA's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. ACTA may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by ACTA.

19. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

20. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice ACTA shall be addressed to its Chief Executive Officer, Alameda Corridor Transportation Authority, 3760 Kilroy Airport Way, Suite 200, Long Beach, California 90806, and notice to Consultant shall be addressed to it at Consultant's address set forth in the opening paragraph of this Agreement. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

22. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

23. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

24. TITLES AND CAPTIONS

The parties have inserted the Section titles in this Agreement only as a matter of convenience and for reference, and the Section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

25. MODIFICATION IN WRITING

This Agreement may be modified, amended or changed only by written agreement of all parties, said agreement duly executed and delivered by both parties. Any such modifications are subject to all applicable approval processes required by ACTA.

26. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

27. EXHIBITS; SECTIONS

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Sections are to Sections of this Agreement unless stated otherwise.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

The use of electronic signatures herein, or in any amendments to this Agreement, and any electronic records related to this Agreement (including, without limitation, any agreement or other record created, generated, sent, communicated, received, or stored by electronic means), shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

The words "execution," "signed," "signature," and words of like import in this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf" "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign or Acrobat Sign).

The parties agree that electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

JENKINS, GALES & MARTINEZ, INC.

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
Hydee Feldstein Soto, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel



SCOPE OF WORK

ACTA's Chief Operating Officer will direct the efforts of the Consultant, with oversight by the Chief Executive Officer. The following services are intended to be guidelines as to the type of assignments for which the Consultant may provide environmental engineering assistance to ACTA.

- Coordinate environmental activities by maintenance contractor or cleanup contractor;
- Coordinate environmental activities required by local/state/federal agencies;
- Obtain permits required by local/state/federal agencies;
- Coordinate legal responses to environmental issues;
- Inspect pump stations; develop budget and oversee repairs;
- Maintain relationships and comply with Los Angeles County Department of Public works and Los Angeles County Sanitation Districts;
- Inspect and oversee the removal of unauthorized hazardous, bio-hazardous, and other regulated waste;
- Prepare and file annual hazardous waste information with California Department of Hazardous Waste and City of Los Angeles Fire Department;
- Provide environmental information for property transfers;
- Respond to requests for environmental information from municipalities, agencies and/or Freedom of Information Act;
- Conduct field investigations to obtain data on environmental matters by operating a variety of field sampling equipment and interviewing stakeholders;
- Review and report on existing and proposed environmental laws, regulations and guidelines;
- Research court decisions, legislation, newspapers and professional journals to obtain information for specific projects;
- Contact various agencies to ascertain their methods, policies, and laws on environmental issues;
- Attend outside agencies' meetings to enhance awareness of rulings which may affect ACTA;
- Make recommendations regarding ACTA goals, policies and procedures for the control of pollutants;
- Evaluate and address any potential environmental impacts from the storage and handling of hazardous materials;
- Conduct investigations on noise, water or air quality;
- Make presentations to Governing Board, community groups and others;
- May testify in court or appear as an expert witness;
- Maintain files, records, documentation, and schedules related to environmental activities;
- Coordinate response actions associated with legal settlements, communicate findings/actions to the ports and attorneys to ensure compliance, and document the findings/actions and communications.
- Be on-call for environmental emergency response.

EXHIBIT B

HOURLY RATES

Job Title/Description	Prime or Sub	Maximum Hourly Rate
Environmental Professional II	Prime	\$121

**Exhibit C
MONTHLY SUBCONTRACTOR MONITORING REPORT**

Instructions: Please indicate the participation levels achieved for the month of _____ for the referenced contract number.

Contract No. _____ Start Date _____ End Date _____

Committed SBE Participation Percentage _____

				PROPOSED	ACTUALS		
	Name of Subcontractor	Work Performed	Certifications:* SBE/VSBE/MBE/WBE/OBE/DVBE	Original Proposed SBE Percentage	Amount Paid This Month	Amount Paid to Date	Overall Contract Amount Percentage (Paid to Date)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

* Indicate all certifications held by each subcontractor

EXHIBIT D

SMALL BUSINESS ENTERPRISE PROGRAM

The Alameda Corridor Transportation Authority (“ACTA”) is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at ACTA. ACTA's Small Business Enterprise (SBE) Program was created to provide opportunities for small businesses to participate in professional service and construction contracts. It is the policy of ACTA to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows ACTA to target small business participation, including MBEs, WBEs, and DVBEs, more effectively.

An overall ACTA goal of 25% SBE participation by total contract value and/or by total number of contracts awarded to SBE prime consultants or contractors has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work, and will be stated in the specific request for proposals or bids. **Based on the work to be performed under this Agreement, it has been determined that the percentage of required small business participation will be 0%.**

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement, where required, and for reporting to ACTA. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

Contractor Description Form

For the Prime Contractor and each Subcontractor, state the type of SBE certification claimed and, if available, return documentation with this form to ACTA evidencing the declared SBE certification.

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: _____ Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Circle all that apply)

If claimed, state SBE certification type: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 20, 2024

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE a Revised Second Amendment to Agreement No. M0899 with Union Pacific Railroad for the Dolores Yard Crossover Project Reimbursement of ACTA Costs for Construction Related Activities, increasing the reimbursement amount by \$865,451 and extending the term to three years

Recommendation:

Authorize the Chief Executive Officer or his designee to execute the revised Second Amendment to Agreement No. M0899 with the Union Pacific Railroad Co. (UPRR), so ACTA may continue to provide certain reimbursable services for UPRR's Dolores Yard Crossover Project.

The revised Second Agreement increases the costs associated with construction on ACTA right-of-way, design review and administration by \$865,451 to a total not to exceed amount of \$2,522,451 to be reimbursed by UPRR as costs are expended by ACTA and its contractors.

Discussion:

This Board item is for ACTA cost reimbursement from UPRR on the Dolores Yard Crossover Project in accordance with the Project Memorandum of Agreement. This Board item replaces in its entirety the previously approved Second Amendment approved by the Governing Board meeting.

The ACTA Governing Board approved execution of Agreement M0899 on June 16, 2022, and approved the first amendment to the agreement on February 2, 2023. In early May 2023, construction on the project stopped due to unforeseen field conditions. Once the project resumes, there will be a need for additional flagging, additional signal field support, completion of all signal work, testing, and the commissioning of Control Point (CP) Thenard, CP Long Beach and CP Sepulveda. There will also be a re-mobilization to complete signal and trackwork, and additional administration costs related to the project. The total increase for the second amendment is \$865,451 and the total not to exceed amount of the agreement will be \$2,522,451.

Budget Impact:

There is no impact to the FY24/25 Operating Budget associated with the Dolores Yard Crossover Project since it is fully reimbursable by UPRR. ACTA utilizes the Local Agency Investment Fund (LAIF) account to pay for services and reimburses that account when payment is received from UPRR.



June 20, 2024
ITEM #08

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed and approved the proposed Second Amendment as to form.

Transmittals:

Transmittal 1 – Second Amendment to Agreement No. M0899 between the Alameda Corridor Transportation Authority and Union Pacific Railroad Company

SECOND AMENDMENT
TO AGREEMENT NO. M0899
BETWEEN
THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
AND
UNION PACIFIC RAILROAD COMPANY

THIS SECOND AMENDMENT to Agreement No. M0899 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and Union Pacific Railroad Company ("Union Pacific") as follows:

1. Section II, Union Pacific Reimbursement of ACTA Costs, Paragraph 2 is hereby removed and replaced in its entirety, as follows:

"2. The total estimated budget for ACTA's Work as set forth in Exhibit B-2, and the maximum payable amount under this Agreement, is Two Million Five Hundred Twenty-two Thousand Four Hundred Fifty-one Dollars (\$2,522,451)."

2. Section II, Union Pacific Reimbursement of ACTA Costs, Paragraph 3 is hereby removed from the Agreement.

3. Section IV, Effective Date and Term, Paragraph 2 is hereby removed and replaced in its entirety, as follows:

"2. This Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until three (3) years have lapsed from the effective date of this Agreement."

4. Section IV, Paragraph 6, Amendments and Modifications, is hereby removed and replaced in its entirety, as follows (including a paragraph numbering correction):

"7. Amendments and Modifications: The terms of this Agreement may be modified only by written amendment approved by the Parties, subject to all applicable approval processes required by either Party."

5. Section IV, Paragraph 7, Counterparts, is administratively corrected to be numbered as paragraph number 8.

6. Exhibit B-2, "Amendment 2 to Schedule, Scope of Work and Budget for Construction Related Activities for ACTA's Work" is hereby added to the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. M0899 shall remain in full force and effect.

The effective date of this amendment shall be the date of its execution by ACTA's

Chief Executive Officer or his designee.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. M0899 on the date to the left of their signatures:

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

UNION PACIFIC RAILROAD
COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

EXHIBIT B-2

Alameda Corridor Transportation Authority

Amendment 2 to Schedule, Scope of Work and Budget for Construction Related Activities for ACTA's Work

6/3/2024

PROJECT: Dolores Yard Crossover Project

Schedule:

ACTA Engineering	
Administration	Effective date through end of term
Railworks Construction	
Resumption of Construction through end of term	
Pacific Railway Enterprises, Inc.	
Resumption of Construction through end of term	

Scope:

The revised Pacific Railway Enterprise, Inc, Highball Signal, Inc and Railworks Track Services LLC estimates include the cost of additional signal field support, completion of all signal work, test and commission CP's Thenard, Long Beach and Sepulveda, flagging, and re-mobilizing once project resumes to complete the Signal and Trackwork for the Project. Increase Administration costs equal 5% of Amendment 2 increase.

Estimate:

ACTA Engineering		
Pre-construction Design Review	\$	20,000.00
Construction Closeout Approval	\$	25,000.00
Administration (contract management, accounts payable)	\$	57,400.00

Railworks Labor, Materials and Equipment		
Flagging & Construction ³	\$	463,902.38
Weld Kits	\$	4,125.00
Rental Equipment	\$	29,900.00
Equipment Operator to Assist Highball Signal with Relocation & Installation of Signal Bungalow	\$	12,753.40

Railworks Subcontractors		
Hutcher (Concrete Panel Hoisting Services)	\$	105,000.00
Surfacing Crew for Turnout Installation (1 day Travel 2 days Tamp)	\$	26,276.25
Highball Signal, Inc. ¹	\$	1,407,182.80
Fencing & Traffic Control (allowance for services as needed)	\$	50,000.00

Pacific Railway Enterprises, Inc.		
Final Signal Design for the various Control Points and Software Development ²	\$	320,910.58

Construction Estimate Total	\$	2,522,450.41
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¹ Per Amendment 2 the costs increase, \$466,394.98, is due to having to correct factory bungalow discrepancies for Thenard C house, picking up material, that was supposed to be delivered by UPRR, from Colton and Santa Fe UPRR yards numerous times, required the use of their own flagger when others should have provided one to avoid further delays, provided their own equipment operator to dig in conduit periodically when others were not available to assist, train delays due to coordination with two (2) dispatchers due to territory jurisdiction and having to partially install signal equipment and having to return at a later date to complete once missing or delayed material was delivered or picked up. In addition, the revised estimate increase is due to the annual rate increases for the labor force from last year to the current year. It also includes 6 weeks of work to finish construction and 1 week to test and commission the signal system.

² Per Amendment 2, the cost increase, \$89,282.00, is due to increased field support to test and commission CP Thenard, CP Long Beach and CP Sepulveda.

³ Per Amendment 2, the cost increase, \$267,403.54, is due to the high demand for flagging by Highball Signal for 7 weeks with Form B with overtime and the UPRR's contractor's work. Also adding 6 EIC's for the weekend cut over to assist Highball Signal at 5 locations, including overtime and double time. Due to the long project delay, the Union Wages have increased, also with delay RailWorks had to demobilize and re-assigned the work force scheduled to remove the No. 14 turnout, build the straight section of track, re-ballast, distress and surface the new track. RailWorks will need to mobilize again once the project resumes. This will require work to start on Wednesday to prep the area and all materials. The removal of the track will start Friday night and go through Sunday night. Saturday will include a day and night shift and Sunday double time Works will need to mobilize again once the project gets re-instated. This will require work to start on Friday to prep the area and all materials and continue through Sunday night. Saturday will include a day and night shift and Sunday, double time, to complete all work, pick up excess material and clean up the site.

Revised Cost Estimate Summary

ACTA Engineering

Revised Estimate per Amendment 2	\$ 102,400.00
Original Estimate	\$ 60,000.00
Delta due to Administration (contract management, accounts payable)	\$ 42,400.00

Pacific Railway Enterprises, Inc.

Revised Estimate per Amendment 2	\$ 320,910.58
Revised Estimate per Amendment 1	\$ (231,628.58)
Original Estimate	\$ (133,220.68)
Delta	\$ 89,282.00

Higball Signal, Inc.

Revised Estimate per Amendment 2	\$ 1,407,182.80
Revised Estimate per Amendment 1	\$ (940,787.82)
Original Estimate	\$ (459,553.50)
Delta	\$ 466,394.98

Raiworks Labor - Flagging & Completion of Construction Items once Project re-starts.

Additional flagging due to the high demand for flagging protection to date and the months long project delay. RailWorks demobilized due to delays and will re-mobilize once construction resumes to complete remaining track work. Includes 5% markup for Subcontractors request for additional funds.	\$ 267,403.54
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Total Estimate Increase	\$ 865,480.52
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The revised Pacific Railway Enterprise, Inc., Highball Signal, Inc. and RailWorks Track Services LLC estimates include the cost of additional signal field support, completion of all signal work, test and commission CP's Thenard, Long Beach and Sepulveda, flagging, and re-mobilizing once project resumes to complete the Signal and Trackwork for the project. Increased Administration costs equal 5% of Amendment 2 increase.



Dolores Yard Crossover Project Signal Cost

Crew Size 6 men crew and 1 Safety Manager

- 1 Signal/Comm supervisor
- 2 Signal Test Maintainer
- 3 Signal Maintainer
- 1 Safety Manager

- 7

Duration

7 Weeks 6 Weeks to finish construction
1 Weeks to Test and Commissioning

	RE	OT	DT
Monday to Friday	40	10	
Saturday		10	
Total crew hours per week	40	20	
Total crew hours	280	140	0

	RE	OT	DT
Crew hours	280	140	0

A Labor Cost

Craft	QTY	RE	OT	DT	RE Rate	OT Rate	DT Rate	Cost
Signal / Comm Supervisor	1	280	140	0	144.38	216.56	288.75	70,744.80
Signal Test Maintainer	2	280	140	0	135.16	180.95	270.31	126,355.60
Signal Maintainer	3	280	140	0	127.41	169.8	254.81	178,340.40
Safety Manager	1	280		0	68.12	86.59	112.31	19,073.60
		0	0	0	0	0	0	-
		0	0	0	0	0	0	-
		0	0	0	0	0	0	-
	7							394,514.40

B Equipment & Vehicle

Description	Total Hours	Hrly rate	Cost
F250-Vehicle for Signal men	2,520	\$ 18.62	46,922.40
Bucket Truck	280	\$ 25.57	7,159.09
4-1000 lb Sky track Forklift	280	\$ 25.57	7,159.09
-Mini Excavator	280	\$ 30.50	8,540.00
GMC Terrain / Safety Manager	280	\$ 7.50	2,100.00
		\$ -	-
		\$ -	-
			71,880.58

C Material Cost

Description	QTY	Unit	Unit price	Total	10%	Shipping	Total
					Tax		
				-	-		-
				-	-		-
							-

D Subcontractor

Description	QTY	Unit	Unit price	Total	Misc	Total
				-		-
				-		-
						-

E Summary

Total Labor	394,514.40
Total Equipment	71,880.58
Total Material	-
Total Subcontractor	-
Total Cost	466,394.98

PACIFIC RAILWAY ENTERPRISES, INC.
 DOLORES YARD INSTALLATION FIELD SUPPORT
 FEE PROPOSAL
 5/30/2024

	Sr. Systems Engr	Sr. Railroad Sys. Tech IV	Sr. Railroad Sys. Tech III	Sr. Railroad Systems Tech I	Signal Designer II	TOTAL COST - LABOR
RATE	\$ 281.17	\$ 241.70	\$ 204.71	\$ 157.85	\$ 73.99	
FIELD SUPPORT		200	200			\$ 89,282.00
SUBTOTAL	\$ -	\$ 48,340.00	\$ 40,942.00	\$ -	\$ -	\$ 89,282.00
OTHER DIRECT COSTS	Mileage per IRS Rate					
					Total	\$ 89,282.00

M E M O

Alameda Corridor Transportation Authority

To: Governing Board

Meeting Date: June 20, 2024

From: Michael C. Leue, Chief Executive Officer 

Subject: APPROVE amendments to two contracts with the IBI Group for services to assist ACTA with its Revenue Assessment Verification System: (a) Amendment 16 to Agreement No. C0719 to assign the Agreement from IBI Group, a California Partnership, to Arcadis, a California Partnership, extend the term five years and increase the budget by \$460,800; and (b) Amendment 16 to Agreement No. C0783 to assign the Agreement from IBI Group, a California Partnership, to Arcadis, a California Partnership, extend the term five years and increase the budget by \$500,000.

Recommendation:

Approve and authorize the Chief Executive Officer or Chief Financial Officer to execute the proposed amendments to two agreements with IBI Group, a California Partnership to accomplish the following:

1. Assign Agreement No. C0719 and Agreement No. C0783 from IBI Group, a California Partnership to Arcadis, A California Partnership in order to recognize the company name change that took place in 2023;
2. Agreement No. C0719 – Amendment 16 provides for a five-year term extension through December 31, 2029 and a budget increase of \$460,800 to be paid in 60 equal monthly payments of \$7,680 for support and maintenance of ACTA’s Revenue Assessment Verification System with the PierPass Validation System incorporated; and
3. Agreement No. C0783 – Amendment 16 provides for a five-year term extension through December 31, 2029 and an increase in contract value of \$500,000 for as-needed professional services and system enhancements that are outside the scope of the standard support and maintenance services provided for in Agreement C0719.

Discussion:

Arcadis, A California Partnership, (previously known as IBI) developed and currently maintains ACTA’s custom Revenue Assessment Verification System (RAVS).

Assign Arcadis: IBI Group has worked with ACTA to develop our Revenue Assessment Verification System (RAVS). IBI Group was recently acquired by Arcadis. ACTA is seeking Board approval to assign the contract from IBI Group to Arcadis.

Agreement No. C0719: Arcadis provides services to maintain RAVS. RAVS is used by ACTA to monitor and verify over \$100 million in annual container fee collections from the Railroads. RAVS has worked without incident since its inception in 2002. Based on the most recent reconciliation of invoices, over the last five years, the system captured evidentiary data that resulted in approximately \$150,000 in container fee payments from both railroads in addition to their self-assessment payments.

The system is also used to validate PierPass, the truck gate fee system used by both ports at their container terminals. The validation of PierPass relates to its fee assessments from cargo owners trucking at the terminals. Under PierPass rules, cargo that is charged an ACTA corridor fee is exempt from the traffic mitigation fee charged by PierPass. ACTA utilizes RAVS to check the PierPass-supplied data and verify that the exemption is applied on a container-by-container basis. ACTA receives a \$5,000 monthly payment from PierPass to verify the traffic mitigation fee exemption, which, helps to offset the monthly service fee for the RAVS system .

Board approval is requested to increase the contract value of Agreement No. C0719, which would increase by \$460,800, to be paid in sixty equal monthly amounts of \$7,680, for a new total not-to-exceed amount of \$ 2,521,338, and extend the term of the agreement by 5-years through December 31, 2029. This is for the ongoing monthly support and maintenance of the revenue system.

Agreement No. C0783: Board approval is requested for Arcadis to provide as-needed services and system enhancements to RAVS. The contract value of Agreement No. C0783 would increase by \$500,000 for a total not-to-exceed amount of \$ 1,220,000 and extend the term of the agreement by 5-years through December 31, 2029.

The following items are examples of improvements and expansions to adapt RAVS to future conditions:

- Integration with the Ports of Los Angeles and Long Beach: The Ports have been improving their collection of real-time data from their tenant terminals. ACTA is coordinating with the Ports to extend RAVS's data sources to include the Ports' data. ACTA can fuse Port-supplied data with the existing dataset to more thoroughly verify container movements, to identify discrepancies in potential revenue movements, and to support the data analysis discussed below.
- Optical character recognition (OCR) of moving containers on railcar on the Corridor: A key gap in ACTA's revenue dataset is independent verification of container movements along the Corridor. ACTA is currently reliant on data provided by terminals and railroads. OCR of containers on railcars will provide a valuable validation of the terminal and railroad data.
- Utilization analysis: ACTA can leverage its large dataset of container and railroad movements to establish key performance metrics on how the Railroads use the Corridor. This will help to understand the impacts on efficiencies and revenue caused by certain railroad operations.
- Automated Equipment Identification (AEI) reader optimization: AEI readers are located at key locations throughout the ACTA rail network, as envisioned by Use and Operating Agreement. AEI data is used by RAVS to validate the Use Fee. The existing AEI network is being evaluated by ACTA to respond to changes in Corridor usage and the nature of marine freight transportation. Optimization of the AEI system may include the development and analysis of cargo tracking, and redesign of how RAVS exempts and levies the Use Fee on railcars.

- Detailed understanding of the Corridor’s environment: ACTA can use RAVS’s dataset to do a detailed analysis of how import containers move from wharf to inland destinations, and how export containers move to marine terminals. From this analysis, ACTA can build a detailed understanding of its revenue sourcing and transportation trends, seek operational improvements, and ensure that standard operating procedures are appropriate and employed by the railroads and dispatcher.

Budget Impact:

The contract value increase for these Amendments are included in the FY25 Operating Budget, including for C0719: \$92,160 (for first year) of the total \$460,800 authorization; and for C0783: \$100,000 (for first year) of the total \$500,000 authorization.

Operating Budgets in the subsequent four years will include requests for portions of the C0719 and C0783 authorizations towards each year’s RAVS efforts.

RAVS allows ACTA to capture non-reported container fees of approximately \$1.8M annually, which will be significantly more than the budgeted amounts proposed for Arcadis’ services over the proposed additional five years of the agreements.

Co-General Counsel Review:

ACTA’s Co-General Counsel has reviewed and approved the proposed Amendments as to form.

Transmittals:

Transmittal 1 - Sixteenth Amendment to Agreement No. C0719

Transmittal 2 - Sixteenth Amendment Agreement No. C0783

SIXTEENTH AMENDMENT TO AGREEMENT NO. C0719
BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY AND
ARCADIS, A CALIFORNIA PARTNERSHIP

This SIXTEENTH AMENDMENT to Agreement No. C0719 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and ARCADIS, A CALIFORNIA PARTNERSHIP, whose address is 18401 Von Karman Avenue, Suite 300, Irvine, California 92612 ("Arcadis").

WHEREAS, on August 15, 2003, ACTA and IBI Group Ltd. entered into Agreement No. C0719 for support and maintenance services on ACTA's Revenue Assessment Verification System ("RAVS") designed to collect and verify the Use Fees and Container Charges payable by the Railroads to ACTA pursuant to the Alameda Corridor Use and Operating Agreement; and

WHEREAS, since 2003 Agreement No. C0719 has been amended fifteen (15) times for continued RAVS support and maintenance services; and

WHEREAS, the name "IBI Group Ltd." was not accurate, and both ACTA and Arcadis hereby agree that Agreement C0719 was with "IBI Group, a California Partnership" (Secretary of State Entity Number 302018271004); and

WHEREAS, in April 2023, Arcadis changed the name "IBI Group, a California Partnership" to "Arcadis, a California Partnership" and filed notice of the name change with California's Secretary of State; and

WHEREAS, ACTA and Arcadis consent to the assignment and assumption of Agreement No. C0719 for continued RAVS support and maintenance services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ACTA hereby agrees to the assignment to Arcadis of all the rights, title, and interest in Agreement No. C0719 and Arcadis hereby accepts the assignment and assumes and shall be bound by all of the terms, conditions and obligations under Agreement No. C0719.

2. Section 2.1 is amended to read:

"2.1 Contractor shall provide for support and maintenance for the RAVS, as described in Exhibit A of the Agreement, as may be amended from time to time. The maximum payable amount under this Agreement shall be increased by Four Hundred Sixty Thousand Eight Hundred Dollars (\$460,800) for a total not-to-exceed compensation amount of Two Million Five Hundred Twenty-One Thousand Three Hundred Thirty-Eight Dollars (\$2,521,338).

3. Exhibit A-16, "Scope of Services" is attached hereto and made a part of the Agreement.
4. Section 3.1 is amended to read:

"3.1 The term of this Agreement shall commence August 15, 2003, and terminate on December 31, 2029, unless sooner terminated pursuant to the terms of the Agreement."
5. Exhibit B-16, "Payment Schedule Modifications" is attached hereto and made a part of the Agreement.

Except as amended herein, all remaining terms and conditions of Agreement No. C0719 shall remain in full force and effect.

The effective date of this 16th Amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this Sixteenth Amendment to Agreement No. C0719 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

ARCADIS, A CALIFORNIA
PARTNERSHIP

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

ACTA Agreement No. C0719

Exhibit A-16

Scope of Services

Scope:

System supported and maintained comprises:

- Code developed and delivered by Arcadis; and;
- Client software that is part of the System, but only as resident on a specimen standard workstation.

Joint Activities

- Arcadis will work with ACTA to develop and document an overall scheme for reporting issues, controlling change, and managing configuration.
- Arcadis will share with ACTA any information from vendors of the System's hardware or third-party software, including particularly but not only Oracle.
- Arcadis will share with ACTA any other relevant information or findings they develop.
- Arcadis will work with ACTA to maintain a log of software problems and of the corrective actions taken.

Support

- Telephone support will be supplied from Arcadis's Toronto office 6:00 a.m. 5:00 p.m. Pacific time Monday through Friday, except on local holidays.
- Telephone support at other hours will be available for special (i.e. emergency) situations.
- Arcadis shall provide 4-, 8- and 24-hour response to support and maintenance services, as appropriate.
- ACTA's system and database administrators may contact Arcadis staff by telephone re-mail for continuing advice and remote support.
- Arcadis will administer the complete RAVS database environment, subject to the ACTA system administrator's direction.
- Arcadis staff will be available to review system administration and management, as required by ACTA.
- Arcadis staff will cover for the in-house ACTA system administrator when he or she is unavailable due to sickness or leave.

Maintenance

On-Call Emergency Maintenance

- ACTA will request on-call emergency maintenance by telephone and by supporting e-mail. Arcadis staff member qualified to analyze the problem will respond as agreed in the protocol.
- When the problem escalated to Arcadis prevents or will prevent the revenue verification, Arcadis will make reasonable efforts to remove the obstacle.
- Where necessary for recovery, Arcadis will ensure the staff is on-site at ACTA's data Center to respond to a critical problem, i.e., one that will lead to loss of revenue to ACTA.

Non-Emergency Maintenance

- Arcadis will repair the System's database structure when it is damaged.
- Arcadis shall provide preventative maintenance on all software components of the System.
- Arcadis shall provide regular support of system administration: configuring of parameters, control lists, etc.; backup and archiving; system tuning for improved performance.

Routine Activities

On a regular basis Arcadis staff will perform these routine tasks:

- Routine interactions with ACTA's system administrator and revenue staff.
- Generate ad hoc system reports as required by ACTA;
- Undertake scheduled archiving and backup procedures, as required;
- Review system operation through the various log files and, as appropriate, archive system logs and restart system applications;
- Check for availability of operating system, security, and other third-party software patches and updates and install same;
- Clear temporary folders and various files produced that are no longer required and ensure disk storage is well organized and uncluttered;
- Assist and respond to technical queries by ACTA and other staff as they pertain to the operation of the various hardware and software elements of the System;
- Perform disk defragmentation when necessary;
- Perform general inspection to identify potential problem areas or issues; Install operating system and third-party software package updates and renewals of pertinent licenses and undertake backups, as appropriate;
- Undertake various other routine functions such as rebooting machines, archiving configuration and other data, monitoring database activity and other related activities;
- Notify ACTA of available third-party software upgrades applicable to the System and, in support of ACTA, determine the appropriate cost for purchasing and installing these upgrades;
- Test restore RAVS system every six months to ensure continuity of operation

Staffing

Telephone and e-mail contact will be provided through Arcadis's Toronto office and will be subject to local working hours and holidays.

ACTA Agreement No. C0719

**Exhibit B-16
Payment Schedule
Modifications**

Pursuant to the 16th Amendment of Agreement No. C0719, for the period commencing on January 1, 2025, there is an increase in compensation in the amount of \$460,800, which shall be paid in Sixty (60) equal monthly installments of \$7,680 through December 31, 2029.

SIXTEENTH AMENDMENT TO AGREEMENT NO. C0783
BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY AND
ARCADIS, A CALIFORNIA PARTNERSHIP

This SIXTEENTH AMENDMENT to Agreement No. C0783 is made and entered into by the Alameda Corridor Transportation Authority ("ACTA"), acting by and through its Governing Board, and ARCADIS, A CALIFORNIA PARTNERSHIP, whose address is 18401 Von Karman Avenue, Suite 300, Irvine, California 92612 ("Arcadis").

WHEREAS, on February 1, 2007, ACTA and IBI Group Ltd. entered into Agreement No. C0783 for as-needed professional services in support of ACTA's Revenue Assessment Verification System ("RAVS") designed to collect and verify the Use Fees and Container Charges payable by the Railroads to ACTA pursuant to the Alameda Corridor Use and Operating Agreement; and

WHEREAS, since 2007 Agreement No. C0783 has been amended fifteen (15) times for continued RAVS as-needed professional services; and

WHEREAS, the name "IBI Group Ltd." was not accurate, and both ACTA and Arcadis hereby agree that Agreement C0783 was with "IBI Group, a California Partnership" (Secretary of State Entity Number 302018271004); and

WHEREAS, in April 2023, Arcadis changed the name "IBI Group, a California Partnership" to "Arcadis, a California Partnership" and filed notice of the name change with California's Secretary of State; and

WHEREAS, ACTA and Arcadis consent to the assignment and assumption of Agreement No. C0783 for continued RAVS as-needed professional services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ACTA hereby agrees to the assignment to Arcadis of all the rights, title, and interest in Agreement No. C0783 and Arcadis hereby accepts the assignment and assumes and shall be bound by all of the terms, conditions and obligations under Agreement No. C0783.

2. Section 2.1 is amended to read:

"2.1 When requested by ACTA, Contractor shall provide the professional services in support of RAVS, and at the rates specified, as set forth in Exhibit A, as may be amended from time to time. The maximum payable amount under this Agreement shall be increased by Five Hundred Thousand Dollars (\$500,000) for a total not-to-exceed compensation amount of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000).

3. Exhibit A-16, "Scope of Work and Compensation" is attached hereto and made a part of the Agreement.

4. Section 3.1 is amended to read:

"3.1 The term of this Agreement shall commence January 1, 2007, and terminate on December 31, 2029, unless sooner terminated pursuant to the terms of the Agreement."

Except as amended herein, all remaining terms and conditions of Agreement No. C0783 shall remain in full force and effect.

The effective date of this 16th Amendment shall be the date of its execution by ACTA's Chief Executive Officer or his designee.

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IN WITNESS THEREOF, the parties hereto have executed this Sixteenth Amendment to Agreement No. C0783 on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

ARCADIS, A CALIFORNIA
PARTNERSHIP

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2024
HYDEE FELDSTEIN SOTO, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

ACTA Agreement No. C0783

Exhibit A-16 Scope of Work and Compensation

Contractor shall provide the following services as requested by ACTA:

- Program enhancement to RAVS NG as required by changes in the revenue operating environment.
- In-depth analysis to substantiate ACTA's Use and Operating Agreement and the Implementation and Settlement Agreement changes.
- Program enhancement to RAVS NG to execute the changes in either the Use and Operating Agreement or the Implementation and Settlement Agreement.
- In-depth analysis of cargo traffic and corridor usage.

All requests from ACTA for services will be in writing and may be sent via email communication.

Management

Consultant's Project Director will ensure the firm's suitably qualified resources are available and appropriate throughout their assignments.

Reporting and Billing

Consultant will bill actual time and expenses monthly in arrears. The invoices will include: task-by-task descriptions of the work done; and descriptions and supporting material of out-of-pocket expenses. The fees will be based on the rate table below.

Rates (Hourly rates are shown in United States Dollars)

Job title	1/1/2025 to 12/31/2025	1/1/2026 to 12/31/2026	1/1/2027 to 12/31/2027	1/1/2028 to 12/31/2028	1/1/2029 to 12/31/2029
Project Director	\$355	\$370	\$390	\$405	\$425
System Development Lead	240	250	260	270	285
Project Manager/Lead Consultant	205	215	225	235	245
Principal System Developer	205	215	225	235	245
Data Services Lead	185	195	205	215	220
Senior System Developer	155	165	170	180	190
Intermediate System Developer	120	130	135	140	145
Database Administrator/Junior System Developer	105	110	115	120	125

M E M O

Alameda Corridor Transportation Authority

To: Governing Board
Meeting Date: June 20, 2024
From: Michael C. Leue, Chief Executive Officer 
Subject: APPROVE Election of Chair and Vice-Chair for Fiscal Year 2024/2025

Recommendation:

Elect a Chair and Vice-Chair of the Governing Board for Fiscal Year 2024/2025 (FY25).

Discussion:

ACTA's amended and Restated Joint Exercise of Powers Agreement provides in Section 4(E), entitled "Officers":

"The Governing Board shall elect one member as the Chair of said Board and one member as the Vice-Chair for its first year of operation or portion thereof and thereafter as of each successive July 1, the Governing Board shall elect a Chair and Vice-Chair. Said Chair and Vice-Chair shall each rotate on an annual basis between members representing Los Angeles and Long Beach."

Accordingly, it is recommended that the Board elect a Chair and Vice-Chair for FY25.

Co-General Counsel Review:

ACTA's Co-General Counsel has reviewed this Board Report and there are no legal issues at this time.