

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COMMERCE, THE CITY OF MONTEBELLO, THE CITY OF PICO
RIVERA, THE CITY OF SANTA FE SPRINGS, AND THE CITY OF WHITTIER
REGARDING
THE METRO GOLD LINE EASTSIDE EXTENSION PHASE II**

This Memorandum of Understanding (“MOU”), is made and entered into as of the date of the last signature set forth below by and between the City of Commerce, a municipal corporation, the City of Montebello, a municipal corporation, the City of Pico Rivera, a municipal corporation, the City of Santa Fe Springs, a municipal corporation, and the City of Whittier, a municipal corporation, collectively, these entities shall be known herein as “The Washington Boulevard Light Rail Transit Coalition” or “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, The Washington Boulevard Light Rail Transit Coalition, local businesses, and residents advocate for the extension of the Gold Line along Washington Boulevard (the “Extension”); and

WHEREAS, The Extension will serve communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, South Whittier, and other unincorporated Los Angeles County neighborhoods; and

WHEREAS, Ridership is estimated to exceed 19,000 in today’s ridership standards; and

WHEREAS, The Extension will help connect communities to jobs, housing, education, healthcare, shopping, entertainment, and to each other; and

WHEREAS, The Extension will provide transit to disadvantaged residents, many with limited or no access to private vehicles, it will improve traffic congestion, and reduce air pollution; and

WHEREAS, The Extension will provide significant opportunities for economic growth and positive community transformation while supporting regional land use objectives.

NOW, THEREFORE, In consideration of the mutual benefits to be derived by the Parties, and of the promises herein contained, it is hereby agreed as follows:

Section 1. Recitals.

The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose.

The purpose of this MOU is to cooperatively pursue the extension of the Gold Line along Washington Boulevard. The Parties will seek funding and approvals for the extension of the Gold Line along Atlantic and Washington Boulevards—originating near the current East Los Angeles Civic Center terminus of West Gold Line and terminating in the City of Whittier—with a 50 or 100 year long range plan allowing for a possible extension to Orange County and beyond.

Section 3. Cooperation.

The Parties shall fully cooperate with one another to attain the purpose of this MOU as described in Section 2 above.

Section 4. Voluntary.

This MOU is voluntarily entered into for the purpose of advocating and pursuing the extension of the Gold Line along Washington Boulevard.

Section 5. Term.

This MOU shall become effective on the date of the final execution by the Parties and shall remain in effect until terminated by the Parties as set forth herein.

Section 6. Proportional Costs.

The Parties agree that the City of Whittier shall be the lead agency for purposes of fiscal and administrative matters. The Parties agree to pay their proportional amount to the City of Whittier for fiscal and administrative costs related to the facilitation of the goals and purpose as stated in the MOU (“Proportional Costs”). The City of Whittier shall provide the parties with a statement of costs on a quarterly basis. Following the adoption of this MOU, the Administrative Committee (as defined in Section 7) shall present options for calculating the Proportional Costs for the Governing Board’s (as defined in Section 7) consideration. The Governing Board shall approve a Proportional Costs formula by unanimous [or majority] vote. No Party shall be responsible for any costs pursuant to this Section or Section 8 until such time that the Governing Board approves a Proportional Costs formula.

Section 7. Organizational Structure.

The Washington Boulevard Light Rail Transit Coalition shall consist of a Governing Board comprised of one (1) designated elected official from each Party headed by a chair and vice chair and an Administrative Committee comprised of city managers (or his or her designee) from the Parties headed by a chair and vice chair. The Administrative Committee shall provide professional guidance and policy research in

support of recommendations to the Governing Board and shall administer the terms and conditions of this MOU on behalf of their respective Party.

Section 8. Initial Contribution and Expenditures.

Each party shall make an initial contribution in the amount set forth in the approved Proportional Costs formula, which shall be used for reasonable and necessary costs consistent with the purpose of this MOU. The initial contribution shall be applied towards each Party's respective Proportional Costs share as determined under Section 6. The Governing Board shall approve all expenditures of funds.

Section 9. General Agreements and Acknowledgements.

The Parties agree that:

- a. The Light Rail Line is the preferred option (as opposed to high speed, or dedicated bus lanes);
- b. The preferred route is one that is below grade through East Los Angeles;
- c. They will advocate for routes approved by impacted communities and cities, while supporting mobility and environmental justice goals;
- d. They will pursue connecting East Los Angeles Civic Center with Citadel Outlets (which draws more visitors on a yearly basis than the Disneyland Parks) with PIH Health Hospital Campus, along with major employment centers in the City of Commerce;
- e. Nine (9) light rail stations can spur revitalization and reinvestment;
- f. The Army Corps of Engineers, Caltrans, and the Los Angeles County Flood Control District are additional stakeholders;
- g. Any funds deposited by the Parties be used for the purpose and administration of this MOU;
- h. The Parties are, and shall at all times remain as to each other, wholly independent entities;
- i. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses identified in Section 12(a).
- j. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, neither Party may assign its respective rights or obligations under this MOU without the prior written consent of the other Parties

Section 10. Indemnification.

To the fullest extent permitted by law, the City of Whittier, the City of Pico Rivera, the City of Montebello, the City of Commerce, and the City of Santa Fe Springs agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party or Parties responsible for liability to the other will indemnify the other Party or Parties to this MOU for the percentage of liability determined.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the Parties indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof and incorporated herein.

Section 11. Termination.

- a. This entire MOU may be terminated by mutual agreement of all Parties. A Party may initiate the termination process by submitting a thirty days' (30-days') written request to terminate this entire MOU to the rest of the Parties. The entire MOU will not be considered terminated, until and unless, all the Parties that are members of this MOU at the expiration of the thirty-days' (30-days') notice agree to terminate the MOU in its entirety. If the MOU is terminated, all Parties that are members of this MOU as of the date of MOU termination, shall be entitled to the remaining funds, after all outstanding costs or expenses are paid, in accordance with approved Proportional Costs formula approved under Section 6. Any completed work shall be owned by all Parties.
- b. A Party may opt out of this MOU at any time by submitting in writing to the remaining Parties its intent to opt out. If a Party opts out of this MOU it

forfeits all monies apportioned to the Party and its right to work completed through this MOU.

Section 12. General Provisions.

- a. Notices. Any and all notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Party representative at the address as follows:

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
rbobadilla@cityofmontebello.com

Steve Carmona
City Manager
City of Pico Rivera City Hall
6615 Passons Boulevard
Pico Rivera, CA 90660
(562) 801-4379

Edgar P. Cisneros
City Manager
City of Commerce
2535 Commerce Way
Commerce CA 90040
(323) 722-4805
ECisneros@ci.commerce.ca.us

Jeff Collier
City Manager
City of Whittier
13230 Penn Street
Whittier, CA 90602
(562) 567-9300
jcollier@cityofwhittier.org

Ray Cruz
City Manager
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
(562) 409-7510

rcruz@santafesprings.org

Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth above.

- b. Administration. For the purpose of this MOU, the parties hereby designate as their respective Party representatives to the Administrative Committee the persons named as follows:

Rene Bobadilla
City Manager
City of Montebello

Steve Carmona
City Manager
City of Pico Rivera

Edgar P. Cisneros
City Manager
City of Commerce

Jeff Collier
City Manager
City of Whittier

Ray Cruz
City Manager
City of Santa Fe Springs

The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

- c. Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

- d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except in writing signed by all the Parties.
- f. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h. No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i. Entire MOU. This MOU constitutes the entire MOU of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous MOUs, whether written or oral, with respect thereto.
- j. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- l. Represented by Counsel. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in paragraph 12(e).
- m. Authorized to Sign. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.

- n. No Financial Obligation. Each Party shall have no financial obligation to the other Parties of this MOU, except as herein expressly provided.

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

CITY OF PICO RIVERA

Date: _____

By: _____
Steve Carmona,
City Manager

ATTEST:

By: _____
Anna M. Jerome, CMC
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____

THE CITY OF COMMERCE

Date: _____

By: _____
Edgar P. Cisneros
City Manager

ATTEST:

By: _____
Lena Shumway
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____

THE CITY OF WHITTIER

Date: _____

By: _____
Jeff Collier
City Manager

ATTEST:

By: _____
Lisa Pope
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____

THE CITY OF SANTA FE SPRINGS

Date: _____

By: _____
Ray Cruz
City Manager

ATTEST:

By: _____
Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

By: _____

THE CITY OF MONTEBELLO

City Manager:

Rene Bobadilla

Date: _____

Attest:

Irma Barajas, City Clerk

Date: _____

Approved as to Form:

Arnold M. Alvarez-Glasman
City Attorney

Date: _____