

JOINT EXERCISE OF POWERS AGREEMENT
AMONG THE COUNTY OF LOS ANGELES, THE BOARD OF TRUSTEES OF
THE CALIFORNIA STATE UNIVERSITY, AND THE CITIES OF
ALHAMBRA, LOS ANGELES AND MONTEREY PARK

This JOINT EXERCISE OF POWERS AGREEMENT, dated as of the
25th day of September, 1995, is entered into by
and among the COUNTY OF LOS ANGELES (the "County"), a political
subdivision of the State of California, the BOARD OF TRUSTEES OF
THE CALIFORNIA STATE UNIVERSITY, an agency of the State of
California, on behalf of CALIFORNIA STATE UNIVERSITY, LOS ANGELES
("CSULA"), and the cities of ALHAMBRA ("Alhambra"), LOS ANGELES
("Los Angeles") and MONTEREY PARK ("Monterey Park"), each a
municipal corporation of the State of California;

W I T N E S S E T H:

WHEREAS, the County, CSULA, Alhambra, Los Angeles and
Monterey Park (collectively the "Contracting Parties"), together
with the Los Angeles County Metropolitan Transportation Authority
(the "MTA") and the Southern California Regional Rail Authority,
entered into that certain Memorandum of Understanding dated as of
May 4, 1992, as amended, to provide for the design and
construction of a Metrolink train station adjacent to CSULA (the
"Station"), on land owned in part by the MTA and in part by
CSULA; and

WHEREAS, the design and construction of the Station are
complete and the Station is operating, and the MTA has agreed to

provide Station operation and management services only until October 31, 1995; and

WHEREAS, the Contracting Parties now desire to enter into this Agreement in order to provide for the continued operation and management of the Station commencing as soon as possible, but not later than November 1, 1995;

NOW THEREFORE, the Contracting Parties hereby agree as follows:

Section 1. Purpose of Agreement. This Agreement is made pursuant to the provisions of Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 (the "Act"), for the purpose of jointly exercising powers common to the Contracting Parties, namely the power to operate and manage, or to contribute revenue to the operation and management of, the Station. The powers to be exercised pursuant to this Agreement do not include any power which any of the Contracting Parties might have with respect to the operation or maintenance of trains, tracks or railroad rights-of-way.

Section 2. Separate Agency. There is hereby created a public entity, separate and apart from the Contracting Parties, to be known as the "Cal State L.A. Metrolink Station Authority" (hereinafter referred to as the "Authority"). The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Contracting Parties or any of them. The Authority shall defend, indemnify and hold harmless the Contracting Parties and each of them and their

respective officers, employees, agents, attorneys and contractors from any and all losses, liabilities, claims, causes of action, costs, expenses and reasonable attorney fees, of whatsoever kind or nature, arising from or in connection with the acts or omissions of the Authority, the condition of or operations involving the Station, or this Agreement, including without limitation injury to, or death of, any person, or injury or damage or destruction of property.

Section 3. Authority Commission. The Authority shall be governed by a Commission (the "Commission") consisting of one representative of each Contracting Party. The initial Commission shall include five members, as follows: (1) the Director of Public Works of the County, or his designee; (2) the President of CSULA, or his designee; (3) the City Manager of Alhambra, or his designee; (4) the General Manager of the Department of Transportation of Los Angeles, or his designee; and (5) the City Manager of Monterey Park, or his designee. Each member of the Commission is hereinafter referred to as a "Commissioner."

Section 4. Meetings of the Commission. The Commission shall hold at least one regular meeting per year, and there shall be such special meetings as the President of the Authority or a quorum of the Commission may request depending on the pressure of business. The date(s) upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Commission; provided, that all meetings shall be held within the County of Los Angeles. A majority of the

members of the Commission shall constitute a quorum, and no action other than meeting adjournment shall be taken by the Commission except upon the affirmative vote of a majority of all the members of the Commission.

All meetings of the Commission, including all regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 5. Officers of the Authority. There are hereby established the offices of President, Vice-President, Secretary, Treasurer, and Controller of the Authority. No Commissioner may hold more than one office simultaneously. The President, Vice-President and Secretary shall be Commissioners. The chief financial officer of Alhambra shall act *ex officio* as the Treasurer and Controller of the Authority.

The President of the Authority shall preside over meetings of the Commission. The Vice-President of the Authority shall preside over meetings of the Commission in the absence of the President. The Secretary of the Authority shall cause minutes of the meetings of the Commission to be kept and shall, promptly after each meeting of the Commission, cause a copy of the minutes of such meeting to be forwarded to each Commissioner. The Commission may appoint one or more deputies to act on behalf of any officer, and each deputy shall have such duties as may be prescribed by the Commission. The officers of the Authority

shall, in addition to the duties set forth in this Agreement, have such additional duties as may be prescribed by the Commission.

Section 6. Legal Counsel. The Authority and the Commission may request legal advice from the counsel to any Contracting Party, or from such other counsel as the Commission may employ to represent or advise the Authority or the Commission with respect to any matter.

Section 7. Exercise of Powers. The Authority, acting through the Commission, is hereby authorized to do all acts necessary or desirable to exercise the powers specified in Section 1 of this Agreement, including but not limited to, the following: to obtain any necessary or desirable rights of possession or entry with respect to the Station site, whether by lease, license or otherwise; to make and enter into contracts; to provide for landscaping, maintenance and operation of the Station by contract; to maintain and operate the Station or any portion thereof directly through the personnel of any Contracting Party; to acquire (by purchase, lease, gift or otherwise), hold and dispose of real and personal property; to incur debts, liabilities and other obligations which shall not constitute debts, liabilities or obligations of the Contracting Parties or any of them; to insure or obtain insurance for itself and all of the Contracting Parties; to provide or obtain security services for the Station; to sue and be sued in its own name; to defend and indemnify the Contracting Parties; to grant concessions and

collect revenue therefrom; and to exercise any other power under the Act, subject only to such restrictions as are imposed upon CSULA in the exercise of similar powers.

The Commission shall have the power to adopt, implement and revise such rules and regulations as may be necessary or appropriate to effect the purposes of this Agreement and which are not inconsistent with this Agreement, including but not limited to the power to determine the procedure for designation of a designee for any Commissioner.

Section 8. Insurance. The Commission shall obtain, from a company authorized to do business in the State of California, and maintain in force throughout the term of this Agreement, comprehensive general liability insurance coverage protecting the Authority and the Contracting Parties against claims for damages including death, personal injury, bodily injury or property damage arising from the condition of, or operations involving, the Station, or the Authority's activities hereunder. Such insurance shall provide protection with a combined single limit of not less than \$5 million per occurrence and \$10 million in the aggregate, and shall name each Contracting Party as an additional insured (or loss payee), as its interests may appear.

Section 9. Fiscal Year. The fiscal year of the Authority (the "Fiscal Year") shall commence on July 1 in each year and end on June 30 of the following year.

Section 10. Payment or Reimbursement. Not later than 120 days before the beginning of each Fiscal Year, each Contracting Party shall submit to the Commission an estimate of its expenses for such Fiscal Year with respect to the administration of this Agreement. Not later than 90 days before the beginning of each Fiscal Year, the Commission shall, by resolution, adopt a budget for the Authority for such Fiscal Year, specifying the amount of expenses for which each Contracting Party may seek reimbursement hereunder. The Commission may, by resolution, revise the Authority's budget at any time during the Fiscal Year, as circumstances warrant. The Authority shall, upon request, pay or reimburse any Contracting Party for its reasonable expenses incurred and payments made in connection with the administration of this Agreement, within the limits established by the Commission in the Authority's annual budget.

Section 11. Financial Contribution. Each Contracting Party shall pay, upon demand, its share of the Authority's annual budgeted expenses, calculated as follows:

<u>Contracting Party</u>	<u>Share</u>
County of Los Angeles	25.0%
Cal State Univ. at L.A.	12.5%
City of Alhambra	25.0%
City of Los Angeles	25.0%
City of Monterey Park	12.5%

As promptly as possible after the execution of this Agreement, the Commission shall, by resolution, adopt a budget for the first Fiscal Year of the Authority (or the remainder thereof). Each Contracting Party shall contribute its share of the Authority's budgeted expenses for such first Fiscal Year (or remainder thereof), within forty-five (45) days of receipt from the Authority's Treasurer of an invoice therefor.

Promptly after the adoption of each annual budget of the Authority, the Treasurer of the Authority shall send each Contracting Party an invoice for its share of the budgeted expenses for such Fiscal Year. Each Contracting Party shall pay its invoice within forty-five (45) days of receipt; provided, that the amount specified in the invoice shall be increased by five percent (5%) if unpaid after forty-five (45) days, and an additional five percent (5%) (for a total of ten percent (10%)) if unpaid after sixty (60) days. If any amount remains due for more than sixty (60) days after receipt of the Treasurer's invoice, the Contracting Party's representative on the Commission shall not be entitled to vote until all amounts owing by such Contracting Party to the Authority are paid; provided, that such Contracting Party's representative on the Commission shall not be disregarded for purposes of establishing a quorum or the minimum number of votes necessary to adopt resolutions.

In no event shall any Contracting Party be obligated to pay more than \$75,000 under this Agreement in any Fiscal Year; provided that such amount shall be adjusted as of each July 1, to

reflect the most recent published changes in the consumer price index during the prior 12 months for the Los Angeles-Long Beach SMSA, up to a maximum of five percent (5%) in any Fiscal Year.

The County's obligations under this Section 11 shall be satisfied only out of the County's "Proposition A Local Return" funds and any other lawfully available funds which have been appropriated for such purpose. The obligations of Alhambra, Los Angeles and Monterey Park under this Section 11 shall be satisfied only out of such city's respective "Proposition A Local Return" or "Proposition C Local Return" funds and any other lawfully available funds which have been appropriated for such purpose. As used in this paragraph, "Proposition A Local Return" means the funds allocated to local jurisdictions for transit purposes under Ordinance No. 16 adopted by the Los Angeles County Transportation Commission (now the MTA) on August 20, 1980 and approved by the electorate on November 4, 1980, and "Proposition C Local Return" means the funds allocated to local jurisdictions for transit purposes under Ordinance No. 49 adopted by the Los Angeles County Transportation Commission (now the MTA) on August 8, 1990 and approved by the electorate on November 6, 1990. Each Contracting Party may, but no Contracting Party shall be obligated to, appropriate its general funds to satisfy its obligations to the Authority.

In addition to, or in lieu of, the financial contributions described above, each Contracting Party may contribute services or property to the Authority; provided, that

any contributions of services or property made in lieu of cash contributions shall only be allowed in such amounts as may be approved by the Commission, and the Commission shall establish the equivalent cash value of all contributions of services and property made in lieu of cash contributions.

In the event a new member joins the Authority (a "New Member"), the required financial contributions of the Contracting Parties (excluding the New Member) under this Section may be revised by unanimous agreement of the Contracting Parties other than the New Member.

Section 12. Accounts and Reports. The Controller of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Contracting Parties, and shall be retained by the Controller for at least five years. The Controller of the Authority shall, within 180 days after the end of each Fiscal Year, give a complete written report of all financial activities for such Fiscal Year to each Contracting Party. In addition, the Controller of the Authority shall assume the duties required under applicable law, including the duties described in Section 6505 of the Act; provided, that the Commission shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority.

Section 13. Funds. The Treasurer of the Authority shall have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 12 of this Agreement and as nearly as possible in accordance with normal City of Alhambra practices. The Controller and Treasurer of the Authority is the person responsible for all funds and other property of the Authority for purposes of Section 6505.1 of the Act. The Contracting Parties hereby find and determine that the Controller and Treasurer shall be liable on his official bond in the amount \$50,000, and the cost of such bond shall be reimbursed by the Authority.

Section 14. Term and Disposition of Assets. This Agreement shall expire on September 30, 2015, unless terminated earlier, or extended, by mutual agreement of the Contracting Parties. Upon termination of this Agreement, all property, funds and assets of the Authority shall be conveyed to the Contracting Parties in proportion to their respective financial contributions to the Authority during the immediately preceding period of twelve months (excluding the contributions of any former Contracting Party which withdrew from the Authority during such twelve-month period). The Commission shall determine the value of all assets distributed in kind, which value shall be conclusive and binding on all parties, absent manifest error.

Section 15. Withdrawal from Authority. During the first five years after execution of this Agreement, no Contracting Party may withdraw from the Authority without the unanimous

consent of the entire Commission. Commencing five years after execution of this Agreement, any Contracting Party may withdraw from the Authority for any reason, by giving fourteen (14) months' notice of such withdrawal to the other Contracting Parties. In connection with the withdrawal of any Contracting Party, such Contracting Party shall no longer be entitled to a representative on the Commission, and the provisions of this Agreement shall be deemed amended on the effective date of such withdrawal to reflect such withdrawal. No payment of any kind shall be required to be made by the Authority or any Contracting Party to any withdrawing member, either at the time of withdrawal or upon termination of this Agreement and dissolution of the Authority.

Section 16. Reciprocal Indemnity. Pursuant to Section 895.4 of the California Government Code, each Contracting Party (referred to in this Section as an "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless each other Contracting Party and its officers and employees, against any liability or judgment for damages arising out of the Indemnifying Party's negligence, wrongful act or omission, or willful misconduct in connection with the performance of this Agreement.

Section 17. Notices. Notices under this Agreement shall be sufficient if given in writing and sent by regular United States Mail, postage prepaid, addressed as follows:

County: Director of Public Works
County of Los Angeles
P.O. Box 1460
Alhambra, California 91802-1460

CSULA: President
California State University, Los Angeles
5151 State University Drive
Los Angeles, California 90032

Alhambra: City Manager
City of Alhambra
111 South First Street
Alhambra, California 91801

Los Angeles: General Manager
Department of Transportation
City of Los Angeles
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

Monterey Park: City Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Any Contracting Party may change its address for notices by giving notice to the other Contracting Parties in the manner provided in this Section 17.

Section 18. New Members. Any public agency (as defined in Section 6500 of the Act) may join the Authority by executing this Agreement (as amended) and agreeing to abide by its terms, provided the Commission unanimously consents to such New Member. The Commission shall prescribe the amount of money that the New Member shall deposit to join the Authority and its share of the Authority's annual expenses, as a prerequisite to its becoming a New Member. The New Member shall designate its representative to serve as a Commissioner and its address for notices, and the provisions of this Agreement concerning membership of the Commission and the requirements of a quorum shall be deemed amended upon the effective date of admission of the New Member.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized, as of the date first above written.



COUNTY OF LOS ANGELES

By: *Gloria Molina*
Chair, Board of Supervisors

ATTEST:

JOANNE STURGES,
Executive Officer-Clerk of
the Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By: *Sybil G. Cabalotes*
Deputy

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JUN 27 1995

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

Joanne Sturges
JOANNE STURGES
EXECUTIVE OFFICER

By: *Maely Salcedo*
Senior Deputy

CITY OF ALHAMBRA

By: *John J. Dale*
City Manager

ATTEST:

By: *Louise A. Moran*
City Clerk

APPROVED AS TO FORM:

By: *John A. Allen*
City Attorney

CITY OF LOS ANGELES

By: Robert R. Yates
General Manager
Department of Transportation

ATTEST:

ELIAS MARTINEZ,
City Clerk

By: _____
Deputy

APPROVED AS TO FORM
AND LEGALITY:

JAMES K. HAHN,
City Attorney

By: Shelley Ann Smith
Deputy

CITY OF MONTEREY PARK

By: Ch. J. H.
City Manager

ATTEST:

By: Sandra M. Barrow
City Clerk

APPROVED AS TO FORM:

By: Mal W. [Signature]
City Attorney