

MEMORANDUM

June 10, 1998

TO: RECORDS MANAGEMENT

FROM: <sup>Dave</sup> DAVID B. KELSEY  
Assistant County Counsel

RE: Alameda Corridor Joint Powers Agreement

Attached is the signed original of the Alameda Corridor Joint Powers Agreement approved by our Board on May 21. The agreement relates to eminent domain.

DBK:md

Attachment

c: Georgia Hamilton - Board Secretary  
Jim De La Loza

## JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into by and between the Alameda Corridor Transportation Authority ("ACTA"), a joint powers authority created by an agreement between the City of Long Beach and the City of Los Angeles pursuant to the Joint Exercise of Powers Act of the State of California, being California Government Code §§ 6500 through 6599.1, as amended and supplemented, ("Joint Powers Act") and the Los Angeles County Metropolitan Transportation Authority, a county transportation authority created by Public Utilities Code § 130050.2 ("MTA"), with reference to the following facts:

A. ACTA is developing a consolidated transportation corridor so that the street and railroad rights of way along Alameda Street between the Santa Monica Freeway and the San Pedro Bay ports, and all related facilities linking the Port of Long Beach and the Port of Los Angeles ("Ports") to the central Los Angeles area, can be developed as a comprehensive transportation corridor through an improved railroad and highway network ("Alameda Corridor Project"), which may include but is not limited to:

(1) The acquisition by purchase, lease, or other appropriate means of the railroad right(s)-of-way consisting of an area approximately 100 feet wide and approximately 20 miles long from the central Los Angeles area to the Ports;

(2) The improvement of railroad tracks and related equipment within and adjoining the acquired rail right(s)-of-way;

(3) The construction of additional railroad tracks;

(4) The construction of highway/rail grade separations and/or depressed railways and the acquisition of related equipment;

(5) The providing, including, without limitation relocation thereof of site paving, drainage, lighting, fencing and utility systems, including, without limitation, relocation thereof within and adjoining the rail right(s)-of-way;

(6) The improvement of Alameda Street within the existing street right of way between State Route 91 and Interstate 10 and the intersections along Alameda Street between State Route 91 and Interstate 10 and related public streets directly connecting thereto all in accordance with any applicable specifications and requirements of appropriate governmental entities.

B. The purposes and responsibilities of the MTA include construction and operating responsibilities for all exclusive public mass transit guideway projects in Los Angeles County; all operating responsibilities which the Southern California Rapid Transit District ("RTD") had with respect thereto; operation of bus routes that were operated by the RTD; all planning responsibilities previously performed by the RTD and the Los Angeles County Transportation Commission ("LACTC"); approval of all final rail corridor selections; approval of transportation zones; planning, coordination, and improvement of public transit and transportation, both rail and vehicular, in the County of Los Angeles; enhancement of air quality; mitigation of traffic congestion; and, in general, improving mobility for residents and businesses in Los Angeles County.

C. On or about September 26, 1997, ACTA and the MTA entered into an Alameda Corridor Funding Agreement pursuant to which the MTA is contributing substantial sums to ACTA for construction of the Alameda Corridor Project.

D. ACTA has the power of eminent domain within the jurisdictional limits of its constituent cities pursuant to Government Code §§ 6502, 6508, 37350.5 and 40404 and Code of Civil Procedure §§ 1240.110, 1240.120, and 1240.140. The MTA has the power of eminent domain throughout Los Angeles County pursuant to Public Utilities Code § 130220.5.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. ACTA and the MTA do hereby enter into a joint exercise of powers agreement pursuant to the Joint Powers Act on the terms set forth herein.
2. The purpose of this Agreement is the acquisition by eminent domain of properties needed for the construction and/or operation of the Alameda Corridor project.
3. No agency or entity separate from the parties hereto is being formed pursuant to the terms of this Agreement.
4. The powers to be exercised pursuant to this Agreement consist of any power common to the parties hereto, including those powers which could be exercised by any one of the parties hereto with respect to the geographical area in which such power is to be jointly exercised, and all of the powers provided for the Joint Powers Act. The powers provided for in this Agreement are subject to such restrictions on the manner of exercising those powers as apply to the MTA, including the specific requirements of Public Utilities Code § 130220.5.

5. ACTA is to administer and execute this Agreement on behalf of both of the parties hereto. The parties hereto hereby delegate to ACTA the exercise of the power of eminent domain and the performance and carrying out of the acquisition of property pursuant hereto on behalf of both of the parties to this Agreement. ACTA may adopt resolutions of necessity for the taking of property to be acquired pursuant to this Agreement; may institute eminent domain actions in the name of ACTA to acquire such property; and may take all other action necessary or convenient to acquire such property. ACTA shall provide all of the services required to carry out this agreement in the manner provided for herein.

6. ACTA shall indemnify, defend, and hold harmless the MTA from and against any and all loss, cost, damage, expense, liability, claims, actions, and causes of action of every kind and nature which may be asserted by any third parties arising out of this agreement or the performance hereof by ACTA. The MTA has the powers given it by law and no others. The MTA does not make any representations or warranties to ACTA relating to this agreement, and the MTA shall not have any liability to ACTA for breach of any representation or warranty herein.


7. Funds provided to ACTA by the MTA pursuant to the Funding Agreement may be used for the purposes set forth in this Agreement, including costs and expenses of property acquisitions contemplated hereby. However, the only money to be provided by the MTA for the purposes of this agreement shall be funds supplied pursuant to the Funding Agreement and any similar agreement hereafter entered into between ACTA and the MTA. All other funds for compensation for property to be acquired pursuant to this Agreement, and for expenses in connection with such property acquisitions, shall be paid by ACTA. Payments of public funds may be made by ACTA to defray the costs of the purposes of this Agreement; advances of public funds may be made by ACTA for such purposes; and such funds may be paid to and disbursed by ACTA. ACTA shall be strictly accountable for all funds disbursed and received pursuant to this Agreement and shall report all receipts and disbursements in the same manner as ACTA reports its other receipts and disbursements of public funds. Insofar as moneys received under the Funding Agreement are used for the purposes of this agreement, the requirements of Government Code §§ 6505, 6512, and 6512.1 shall be deemed satisfied by ACTA's compliance with the provisions of the Funding Agreement. Any property acquired as a result of the joint exercise of powers under this

Agreement shall belong to ACTA and may be disposed of, divided, or distributed in such manner as ACTA may determine.

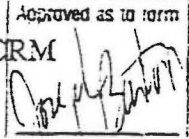
8. This Agreement shall be effective as of the date that it has been signed by both parties as shown on the signature page hereof, and shall continue in effect until August 31, 2039.

IN WITNESS WHEREOF the parties hereto have executed this Joint Powers Agreement.

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

By   
GILL V. HICKS  
General Manager

Dated: 4/9/98

APPROVED AS TO FORM  
  
General Counsel

Approved as to form  
Joseph Clinton  
ACTA General Counsel

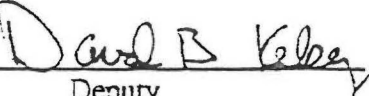
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By  DCEO  
JULIAN BURKE  
Executive Director

Dated: June 9, 1998

APPROVED AS TO FORM

DeWITT W. CLINTON  
County Counsel

By   
Deputy