

# 30048

IMPLEMENTATION AGREEMENT  
BY AND BETWEEN  
GATEWAY CITIES COUNCIL OF GOVERNMENTS  
AND  
CITY OF LONG BEACH

REGARDING AN ENVIRONMENTAL IMPACT REPORT (EIR)/ENVIRONMENTAL  
IMPACT STATEMENT (EIS) FOR THE INTERSTATE 710 (I-710) CORRIDOR

This Implementation Agreement ("Agreement") is made and entered into effective this 10<sup>th</sup> day of February 2006 by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and City of Long Beach, a California municipal corporation ("City") pursuant to a minute order adopted by the City Council of the City at its meeting on 11/14, 2006.

## RECITALS

WHEREAS, the mission of GCCOG includes transportation planning for the Gateway Cities sub-region, and advocating for maximum public sector funding for city and Gateway Cities sub-regional projects; and

WHEREAS, GCCOG adopted improvement of the I-710 freeway Corridor ("Corridor") as one of its transportation priorities; and

WHEREAS, GCCOG partnered with Caltrans, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the Southern California Association of Governments ("SCAG") to complete the Major Corridor Study ("Study") for the I-710; and

WHEREAS, the purpose and need for said Study enumerated traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the Corridor; and

WHEREAS, GCCOG served as the advocate for inclusion of impacted municipalities in the completion of the Study; and

WHEREAS, GCCOG entered into a Memorandum of Understanding ("MOU") with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of an Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") (the "PROJECT") to study the Locally Preferred Strategy developed by the Major Corridor Study and alternative improvements to the I-710; and

WHEREAS, said MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officials; and

WHEREAS, GCCOG has established within its chart of accounts an I-710 Fund for the purpose of financing certain planning and administrative aspects of the PROJECT, including, but not limited to, advocacy on behalf of the I-710 corridor and the administrative costs associated with meetings of the Project Committee, Executive Committee, Technical Advisory and Community Advisory Committee(s); and

WHEREAS, in order to finance said I-710 Fund in an equitable manner, it has been the practice of GCCOG to assess those cities which are impacted by the I-710 Freeway and will therefore benefit from improvements to the Corridor, and which desire to actively participate in the planning of such improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Term. The term of this Agreement shall commence on *February 14, 2007* and remain and continue in effect until completion of the PROJECT described and set forth in the document entitled "MEMORANDUM OF UNDERSTANDING AMONG DISTRICT 7 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG), THE GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG), AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) REGARDING AN ENVIRONMENTAL IMPACT REPORT (EIR)/ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR THE INTERSTATE 710 (I-710) CORRIDOR", which is incorporated herein by this reference as if fully set forth herein.

Section 2. Assessment for Proportional Costs of the PROJECT. City agrees to pay to GCCOG an annual assessment, to be used for PROJECT costs, in accordance with a contribution formula based on population, which may be updated from time to time and provided to City by GCCOG. Upon execution of this Agreement, City shall pay an assessment for the first year based on the following contribution formula:

\$37,500 (Pop. over 200,000)	\$25,000 (Pop. over 50,000)	\$10,000 (Pop. under 50,000)
Long Beach	Carson Compton Downey Huntington Park Lynwood Paramount South Gate County of Los Angeles (for Unincorporated East Los Angeles)*	Bell Bell Gardens Commerce Cudahy Maywood Vernon County of Los Angeles (for Unincorporated Rancho Dominguez)*

\* These assessments are merged into one \$35,000 contribution.

Section 3. Committee Membership. City shall have representation by one member of its City Council on the I-710 EIR/EIS Project Committee. The City Manager shall appoint one staff member as a representative to the I-710 EIR/EIS Technical Advisory Committee.

Section 4. Stipend. Subject to City's compliance with the terms of this Agreement, the representative of City to the I-710 EIR/EIS Project Committee shall receive a stipend of \$100 for attendance of each meeting of the I-710 EIR/EIS Project Committee, except as prohibited by law. Should City's EIR/EIS Project Committee representative also be a member of the I-710 EIR/EIS Executive Committee, he or she shall receive a stipend of \$100 for attendance of each meeting of the I-710 EIR/EIS Executive Committee, except as prohibited by law.

Section 5. Independent Contractor.

(a) GCCOG is and shall at all times remain a wholly-independent contractor for the performance of the obligations described in this Agreement. GCCOG officers, employees and agents performing such obligations shall at all times be under GCCOG's exclusive control. City shall have no control over the conduct of GCCOG or any of its officers, employees or agents, except as set forth in this Agreement. GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of City.

(b) No employee benefits shall be available to GCCOG or its officers, employees or agents in connection with the performance of its obligations under this Agreement. GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for any employees for performing obligations hereunder.

Section 6. Indemnification. To the fullest extent permitted by law, City and GCCOG agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, 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 Agreement, 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 responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

Section 7. Suspension. If City fails to timely pay its annual assessment for the PROJECT costs as specified in Section 2 of this Agreement, it shall be suspended from active participation on the I-710 EIR/EIS Executive Committee and the I-710 EIR/EIS Project Committee, and its representatives shall not be entitled to vote on decisions or receive the stipend specified in Section 4 of this Agreement.

Section 8. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or part, by giving the other party thirty (30) days written notice thereof.

Section 9. Miscellaneous.

(a) Notices. All notices which any party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or at such other address as the parties may from time to time designate by written notice in the aforesaid manner:

To GCCOG:                   16401 Paramount Blvd.  
  Paramount, CA 90723

To City:                        City of Long Beach  
  333 West Ocean Boulevard  
  Long Beach, CA 90802  
  Attention City Manager

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the parties.

(d) Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

(e) Law to Govern; Venue. This Agreement 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 state trial courts shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the party drafting it or causing it to be prepared shall not apply.

(g) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(h) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void

or unenforceable, such term, provision, condition or covenant shall be modified to the extent necessary to render it valid and enforceable, if possible. The remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

(i) Counterparts. This Agreement 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 both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM

2/5, 2007  
ROBERT E. SHANNON, City Attorney

By [Signature]  
DEPUTY CITY ATTORNEY

ATTEST:

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[Signature]

GATEWAY CITIES COUNCIL OF  
GOVERNMENTS

[Signature]  
Larry R. Nelson, President

ATTEST:

[Signature]

Richard Powers, Secretary