

AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
BETWEEN THE  
CITY OF LONG BEACH AND THE CITY OF LOS ANGELES  
TO BE KNOWN AS  
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

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3 BETWEEN THE  
4 CITY OF LONG BEACH AND THE CITY OF LOS ANGELES  
5 TO BE KNOWN AS  
6 ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

7 THIS AMENDED AND RESTATED AGREEMENT, dated as of December  
8 13, 1996, is between the CITY OF LONG BEACH, a municipal  
9 corporation, duly organized and existing under a freeholders'  
10 charter and the Constitution and laws of the State of California,  
11 hereinafter referred to as "Long Beach," and the CITY OF LOS  
12 ANGELES, a municipal corporation, duly organized and existing under  
13 a freeholders' charter and the Constitution and laws of the State  
14 of California, hereinafter referred to as "Los Angeles";

15 WHEREAS, Long Beach and Los Angeles, acting by and through  
16 their respective Boards of Harbor Commissioners, to more effectively  
17 operate their existing wharf and dock facilities for the promotion  
18 and accommodation of commerce, navigation and fishery, and in  
19 recognition of their concerns for the movement of commerce and its  
20 impact on the communities, desire to develop a consolidated  
21 transportation corridor and other facilities related thereto;

22 WHEREAS, Long Beach and Los Angeles are each empowered by  
23 law to acquire, construct, maintain, operate and lease such a  
24 corridor and such related facilities;

25 WHEREAS, Long Beach and Los Angeles, on August 31, 1989,  
26 entered into an agreement (Los Angeles Harbor Department Agreement  
27 No. 1509 and Long Beach City Agreement No. C-24674 and Long Beach  
28 Harbor Department Agreement No. HD-4642), pursuant to the provisions  
of the Government Code of the State of California (Section 6500, et

1 seq. by which they formed the Consolidated Transportation Corridor  
2 Joint Powers Authority, which name was changed by amendment to the  
3 Alameda Corridor Transportation Authority ("Authority") and which  
4 agreement was amended by a First Amendment dated November 21, 1990;  
5 a Second Amendment dated July 30, 1991; and a Third Amendment dated  
6 November 17, 1993 ("Agreement");

7 WHEREAS, Long Beach and Los Angeles desire to further  
8 amend and restate said Agreement;

9 WHEREAS, Long Beach and Los Angeles are of the opinion  
10 that the street and railroad rights of way along Alameda Street  
11 between the Santa Monica Freeway and the San Pedro Bay ports should  
12 be developed as a comprehensive transportation corridor and all  
13 related facilities linking the Port of Long Beach and the Port of  
14 Los Angeles (individually, a "Port", and collectively the "Ports")  
15 to the central Los Angeles area, through an improved railroad and  
16 highway network, which may include but is not limited to:

- 17 1. The acquisition by purchase, lease, or other  
18 appropriate means of the railroad right(s)-of-way consisting  
19 of an area approximately 100 feet wide and approximately 20  
20 miles long from the central Los Angeles area to the Ports;
- 21 2. The improvement of railroad tracks and related  
22 equipment within and adjoining the acquired rail right(s)-of-  
23 way;
- 24 3. The construction of additional railroad tracks;
- 25 4. The construction of highway/rail grade separations  
26 and/or depressed railways and the acquisition of related  
27 equipment;
- 28 5. The providing, including, without limitation,

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

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

11 All such facilities for and related to the Alameda  
12 Corridor shall be designed and constructed as determined by the  
13 Governing Board.

14 WHEREAS, Long Beach and Los Angeles recognize that while  
15 other governmental entities, the Southern Pacific Transportation  
16 Company, the Union Pacific Railroad Company and the Burlington  
17 Northern Santa Fe Railway Company will be responsible for the  
18 funding and construction of certain aspects of the Alameda Corridor,  
19 it is the intention of Long Beach and Los Angeles to coordinate  
20 these aspects of the Alameda Corridor;

21 WHEREAS, Long Beach and Los Angeles recognize that the  
22 cities contiguous to the Alameda Corridor and the railroads serving  
23 the Long Beach and Los Angeles area have certain concerns and  
24 interests in the Alameda Corridor which must be considered and  
25 addressed by the Authority;

26 WHEREAS, Long Beach and Los Angeles recognize the  
27 environmental importance of the Alameda Corridor to potentially  
28 reduce impacts on vehicular traffic from trains and to improve air

1 quality in the Southern California region; and

2           WHEREAS, it is deemed advisable for Long Beach and  
3 Los Angeles to further amend and restate said Agreement in order to  
4 facilitate the construction and development of the Alameda Corridor  
5 by the preparation of design, construction documents, the  
6 exploration of alternative methods of financing, acquisition, if  
7 necessary, construction, including alternative methods of  
8 constructing, maintaining and operating the Alameda Corridor and  
9 related facilities.

10           NOW, THEREFORE, it is agreed as follows:

11                           Section 1. DEFINITIONS.

12           Except where the context otherwise clearly requires, the  
13 following words and phrases shall have the meanings specified below:

14           "Act" shall mean the Joint Exercise of Powers Act of  
15 the State of California, being California Government Code  
16 Sections 6500-6599, inclusive, as amended and supplemented.

17           "Agreement" shall mean the Joint Exercise of Powers  
18 Agreement by and between the Cities, as supplemented, amended  
19 and restated.

20           "Alameda Corridor" shall mean the consolidated  
21 transportation corridor which is a program of a series of  
22 public street, railroad and other related construction  
23 improvements to facilitate the movement of both international  
24 and domestic cargoes through the Ports.

25           "Authority" shall mean the Alameda Corridor  
26 Transportation Authority, a joint powers authority created by  
27 this Agreement in accordance with the Act.

28           "Cities" shall mean Long Beach and Los Angeles.

1           "Governing Board" shall mean the Governing Board of  
2 the Authority established pursuant to the Agreement as  
3 constituted from time to time.

4           "Long Beach" shall mean the City of Long Beach, a  
5 charter city and municipal corporation duly organized and  
6 existing under a freeholders' charter and the Constitution and  
7 laws of the State of California.

8           "Los Angeles" shall mean the City of Los Angeles, a  
9 charter city and municipal corporation duly organized and  
10 existing under a freeholders' charter and the Constitution and  
11 laws of the State of California.

12           "Parties" shall mean the Cities.

13           "Ports" shall mean the Port of Long Beach and the Port  
14 of Los Angeles.

15           "Port of Long Beach" shall mean the Harbor Department  
16 of the City of Long Beach.

17           "Port of Los Angeles" shall mean the Harbor Department  
18 of the City of Los Angeles.

19           "Revenues" shall mean all receipts, income and other  
20 moneys received by the Authority for the Alameda Corridor and  
21 from and/or for the operation, use, passage or transit upon,  
22 over or through all or any part of the Alameda Corridor as may  
23 be described, assigned or levied by the Governing Board or its  
24 designated agents.

25                           Section 2. PURPOSE.

26           This Agreement is made pursuant to the provisions of  
27 Article 1, Chapter 5, Division 7, Title 1 of the Government Code of  
28 the State of California (commencing with Section 6500, relating to

1 the joint exercise of powers common to Long Beach and Los Angeles.  
2 Long Beach and Los Angeles each possess the powers referred to in  
3 the recitals hereof. The purpose of this Agreement is to exercise  
4 such powers for the construction and development of the Alameda  
5 Corridor by the exploration of alternative methods of financing and  
6 developing existing property, coordinating other governmental  
7 efforts, and possibly acquiring, constructing, including alternative  
8 methods of constructing, maintaining and operating the Alameda  
9 Corridor and related facilities. Such purposes will be  
10 accomplished, and said common powers exercised, in the manner  
11 hereinafter set forth. The Authority shall, in addition, have all  
12 the powers authorized pursuant to Article 4, Chapter 5, Division 7,  
13 Title 1 of the California Government Code (commencing with Section  
14 6584 and commonly known as the Marks-Roos Local Bond Pooling Act of  
15 1985) and may exercise such powers in accordance with the provisions  
16 thereof and of this Agreement.

17 Section 3. TERM.

18 The term of this Agreement shall be fifty (50) years from  
19 August 31, 1989.

20 Section 4. AUTHORITY.

21 A. Creation of Authority.

22 Pursuant to Section 6502 of the Act, there is hereby  
23 created a public entity separate and independent from the parties  
24 hereto, to be known as the "Alameda Corridor Transportation  
25 Authority" and the Authority shall be a public entity separate and  
26 apart from Long Beach and Los Angeles.

27 B. Governing Board.

28 The Authority shall be administered by a Governing

1 Board of seven (7) members, each serving in their individual  
2 capacities and each having a designated alternate. Said Board  
3 shall be called the Governing Board of the Alameda Corridor  
4 Transportation Authority. Two (2) members and two (2) alternate  
5 members are to be appointed by the Board of Harbor Commissioners of  
6 the City of Long Beach, with at least one (1) member and one (1)  
7 alternate member being a member of the Board of Harbor Commissioners  
8 of the City of Long Beach. Two (2) members and two (2) alternate  
9 members are to be appointed by the Board of Harbor Commissioners of  
10 the City of Los Angeles. One (1) member and one (1) alternate  
11 member shall be a member of the Board of Harbor Commissioners of the  
12 City of Los Angeles. The other member shall be the Executive  
13 Director of the Los Angeles Harbor Department, and the alternate  
14 member shall be a member of the Los Angeles Harbor Department staff.  
15 The fifth (5th) member shall be the councilperson representing the  
16 Harbor District of Los Angeles; the alternate member shall be a  
17 councilperson of Los Angeles appointed by the Mayor of Los Angeles.  
18 The sixth (6th) member and alternate member shall each be a  
19 councilperson from Long Beach and shall be appointed by the Mayor  
20 of Long Beach. The seventh (7th) member and alternate member shall  
21 be appointed by the Los Angeles County Metropolitan Transportation  
22 Authority.

23           Each member and each alternate member shall serve the  
24 terms below specified, at the pleasure of the appointing authority  
25 with the exception of the fifth (5th) member. Each member and each  
26 alternate member of the Governing Board shall serve a five (5) year  
27 term, except that the initial (i) terms of members and alternate  
28 members appointed by the Board of Harbor Commissioners of Long Beach

1 shall be a two (2) year term and three (3) year term as determined  
2 by that Board; (ii) terms of members and alternate members appointed  
3 by the Board of Harbor Commissioners of Los Angeles shall be a one  
4 (1) year term and four (4) year term as determined by that Board;  
5 (iii) the term of the fifth (5th) member shall continue as long as  
6 that member is a councilperson for the Harbor District of Los  
7 Angeles with the alternate fifth (5th) member serving a five (5)  
8 year term; (iv) terms of the sixth (6th) and seventh (7th) members  
9 and their respective alternate members shall be five (5) year terms.  
10 Each alternate member shall serve the same term as the member for  
11 which he or she is serving as the alternate with the exception of  
12 the fifth (5th) member. Vacancies during a term and successors  
13 following expiration of the term of any member or alternate member  
14 shall be filled in the same manner as the original appointments.

15 Members or alternate members replacing a member shall  
16 receive one hundred dollars (\$100.00) per Governing Board meeting  
17 at which they are in attendance as compensation.

18 C. Authority to Expend Revenues.

19 The Governing Board shall authorize the expenditure  
20 of any and all Revenues of the Authority. Authorized expenditures  
21 shall include payments toward incurred debt, operations and  
22 maintenance of the Alameda Corridor, expansion and construction of  
23 the facilities necessary to construct and operate the Alameda  
24 Corridor, reimbursement of Parties' contributions including costs  
25 of employees from the Cities from the initial date of formation of  
26 the Authority and other obligations.

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1           D. Meetings of the Governing Board.

2           (1) Regular Meetings.

3           The Governing Board shall provide for its  
4 regular, adjourned regular and special meetings; provided,  
5 however, it shall hold at least one regular meeting in each  
6 year. The dates upon which, and the hour and place at which,  
7 any regular meeting shall be held shall be fixed by resolution  
8 and a copy of such resolution shall be filed with each member  
9 of the Governing Board, the Boards of Harbor Commissioners of  
10 Long Beach and Los Angeles and the Mayors of Long Beach and  
11 Los Angeles.

12           (2) Ralph M. Brown Act.

13           All meetings of the Governing Board, including  
14 without limitation, regular, adjourned regular and special  
15 meetings, shall be called, noticed, held and conducted in  
16 accordance with the provisions of the Ralph M. Brown Act  
17 (commencing with Section 54950 of the Government Code).

18           (3) Minutes.

19           The Secretary of the Governing Board shall cause  
20 to be kept minutes of all meetings, and any notices thereof,  
21 and shall, as soon as possible after each meeting, cause a copy  
22 of the minutes to be forwarded to each member of the Governing  
23 Board, the Boards of Harbor Commissioners of Long Beach and Los  
24 Angeles and the Mayors of Long Beach and Los Angeles.

25           (4) Quorum.

26           Five (5) members of the Governing Board shall  
27 constitute a quorum for the transaction of business, and five  
28 (5) members present are required to take any action, except

1 that less than a quorum may adjourn.

2 E. Officers.

3 The Governing Board shall elect one member as the  
4 Chair of said board and one member as the Vice-chair for its first  
5 year of operation or portion thereof and thereafter as of each  
6 successive July 1, the Governing Board shall elect a Chair and Vice-  
7 chair. Said Chair and Vice-chair shall each rotated on an annual  
8 basis between members representing Los Angeles and Long Beach.

9 The Governing Board shall appoint a Secretary who shall  
10 keep the official records and correspondence of the Authority. The  
11 Treasurer of the Authority and the Auditor/Controller of the  
12 Authority shall be selected in accordance with Section 6505.5 and  
13 Section 6505.6 of the Government Code. The Governing Board shall  
14 appoint a General Manager who shall be responsible for the  
15 administration of the Authority, an Authority Engineer, who is a  
16 registered professional engineer in California, who shall be  
17 responsible for engineering and construction of the Alameda  
18 Corridor, a General Counsel from the City Attorney's Office of Long  
19 Beach or Los Angeles who shall provide legal advice to the  
20 Authority, and such other officers as determined by the Governing  
21 Board. The Port of Long Beach and/or the Port of Los Angeles shall  
22 provide the staffs for and to the General Manager, Authority  
23 Engineer, Treasurer, Auditor, Controller, Secretary and General  
24 Counsel positions until such time as the Authority has sufficient  
25 financial resources through its own Revenues, at which time these  
26 positions may be filled by the Governing Board.

27 F. Voting.

28 All actions taken by the Governing Board shall require

1 the affirmative vote of at least five (5) members of the Governing  
2 Board who shall be present when the vote is taken.

3 Any alternate member as described in Section 4.B shall  
4 be authorized to vote on any matter when the member the alternate  
5 member is replacing is not present at the meeting of the Governing  
6 Board.

7 Section 5. POWERS.

8 The Authority shall have the powers common to Long Beach  
9 and Los Angeles necessary for the development of the Alameda  
10 Corridor and related facilities and any other powers authorized by  
11 the Act, to wit: acquiring, constructing, reconstructing,  
12 rehabilitating, maintaining in whole or in part, and leasing or  
13 selling, in whole or in part, land, facilities and appurtenances  
14 necessary or convenient for the development and operation of the  
15 Alameda Corridor, including the acquisition of such land,  
16 facilities, or appurtenances by lease, contract, or purchase or  
17 disposal by sale or lease of land or any other property of  
18 Authority; and to incur debts, liabilities or obligations required  
19 by the exercise of these powers which do not constitute debts,  
20 liabilities or obligations of Long Beach or Los Angeles, and to sue  
21 and be sued in its own name. The Authority shall further have the  
22 power to operate or cause to be operated facilities which have been  
23 acquired or constructed or caused to be acquired or constructed in  
24 whole or in part by the Authority together with the buildings and  
25 appurtenances necessary thereto. Pursuant to and to the extent  
26 required by California Government Code Section 6509, the Authority  
27 shall be restricted in the exercise of its powers in the same manner  
28 as the City of Los Angeles is restricted in its exercise of similar



1 either Party shall not have notified the other in writing of the  
2 appointment of its appraiser, the presiding judge of the Superior  
3 Court of the State of California for the County of Los Angeles  
4 shall, upon the request of either Party, appoint the appraiser for  
5 the other Party so in default. If the two appraisers so chosen  
6 shall be unable to agree upon the third appraiser within ten (10)  
7 days after the appointment of the second appraiser, the third  
8 appraiser shall be appointed by the presiding judge. Any vacancy  
9 shall be filled by the Party who made the original appointment to  
10 the vacant place.

11           The appraisers shall file their opinions concerning the  
12 value of all real and personal property in writing with the Parties  
13 within ninety (90) days after the appointment of the third  
14 appraiser. Such opinion shall take into consideration all of the  
15 factors and data relating to such value which may properly be  
16 considered in determining the fair value of all real property under  
17 the laws of eminent domain in the State of California. In the event  
18 any appraiser fails to file his opinion within said ninety (90)  
19 days, a new appraiser shall be appointed in the manner prescribed  
20 above. Upon the filing of the three opinions, the Parties shall  
21 properly set a date for, and on said date, hold a public hearing.  
22 At such hearing, said opinions and such other evidence of the fair  
23 market value of all real and personal property as may be presented  
24 by the Parties or others shall be received and considered. Based  
25 upon such evidence, the value of all real and personal property and  
26 the division of the other property of the Authority shall be fixed  
27 by the appraisers. This appraisal shall then be used by the Parties  
28 as the basis for disposition of assets by sale to one Party or the

1 other or the sale of parts to one Party or the other.

2 Each Party shall pay the costs and expenses of the  
3 appraiser appointed by it together with fifty percent (50%) of the  
4 costs and expenses of the third appraiser.

5 If for any reason neither Party elects to purchase the  
6 assets or any part thereof within the time period specified above,  
7 all real and personal property shall then be sold to the highest  
8 bidder or bidders. Any sale shall reserve for the benefit of the  
9 Ports, the railroads then serving said Ports, such trackage rights  
10 as may be deemed reasonably required to assure that the purposes for  
11 which the Authority was created will be protected and implemented  
12 in perpetuity. Prior to such sale any real and personal property  
13 contributed by a Party shall be returned to that Party. Any surplus  
14 cash after liquidation of all debts shall be distributed  
15 proportionately to the Party contributing cash to the Authority.

16 Section 8. DESIGN AND CONSTRUCTION.

17 The Authority shall be responsible for the preparation and  
18 development of a plan in such manner as the Governing Board desires  
19 for construction of the Alameda Corridor. However, said plan for  
20 development must be in accordance with the certified environmental  
21 documents prepared in accordance with the California Environmental  
22 Quality Act, and/or the National Environmental Policy Act and  
23 guidelines thereto for the development of the Alameda Corridor.

24 The Authority shall provide for all or a portion of the  
25 construction of the Alameda Corridor in accordance with then  
26 existing law, including awards based on the lowest ultimate cost as  
27 authorized by Los Angeles Charter Section 386(f). The construction  
28 contracts awarded by the Authority shall be administered by the

1 Authority or its designee. The Authority shall establish procedures  
2 for the administration of such contract or contracts, the inspection  
3 and testing of materials and other contractual construction  
4 procedures.

5 The Authority shall reserve the right to make changes in  
6 the work in any construction contract or contracts. Said changes  
7 shall be made in the following manner:

8 A. By written modification of the construction  
9 contracts or contracts ordered by the Authority.

10 B. By written change order signed by the Authority,  
11 its General Manager or designee.

12 C. Any change order issued by the Authority's  
13 General Manager or designee for changes in the work shall be  
14 limited to the extent permitted by law, but in no event exceed  
15 \$100,000 or ten percent (10%) of the original contract amount,  
16 whichever is less. Any change order exceeding \$100,000 must  
17 receive authorization from the Authority.

18 Section 9. REVENUE BONDS.

19 The Authority may issue revenue bonds in accordance with  
20 the Bond Act, Article 4, or other applicable law for the issuance  
21 of such bonds or other evidences of indebtedness (collectively, the  
22 "bonds") for the purpose of exercising its powers including  
23 refunding all or any of the bonds issued and raising funds necessary  
24 to carry out its obligations under this Agreement. Said bonds may  
25 be issued in one or more series to match construction phases, for  
26 refunding purposes or may be authorized in different amounts at  
27 different times.

28 The sale and issuance of such bonds by the Authority and

1 any resolution authorizing such issuance shall be subject to the  
2 prior approval by resolution or ordinance of the Council of the City  
3 of Long Beach and the Council of the City of Los Angeles upon  
4 request by their respective Boards of Harbor Commissioners. The  
5 refunding of any such bonds shall only require the approval of the  
6 Authority.

7           It is anticipated that such bonds or any other borrowings  
8 will be payable from Revenues generated from the Alameda Corridor,  
9 from one or more pledges of revenues from the Authority, the Boards  
10 of Harbor Commissioners of Long Beach and Los Angeles or pledges of  
11 revenues from other responsible agencies and, in addition, from any  
12 other legally available funds.

13                           Section 10. CONTRIBUTIONS.

14           During the planning and organization of the Authority and  
15 after the formation of the Authority, the Ports have used and will  
16 use public funds, personnel and equipment in furtherance of the  
17 objectives and purposes set forth in this Agreement. Pursuant to  
18 Government Code Sections 6504, 6512.1 and related provisions, the  
19 Authority is empowered after issuance of the bonds or after the  
20 receipt of monies from any other source to reimburse the Ports or  
21 other Members of the Governing Board for all reasonable payments,  
22 advances, use of personnel and equipment which were provided prior  
23 to and after the issuance of the bonds or after receipt of monies  
24 from any other source. Such costs for personnel shall include  
25 actual costs of all services performed by officers and employees of  
26 Long Beach and Los Angeles, including burden and overhead costs,  
27 computed in accordance with the standard overhead rate procedure  
28 provisions of the Ports for all officers and employees performing

1 such services.

2                                   Section 11. CONSULTANTS.

3                   Any contracts of Long Beach and/or Los Angeles with bond  
4 counsel, financial consultants, engineers, architects, and other  
5 consultants and advisors working on the Alameda Corridor and/or its  
6 financing shall be binding on the Authority. Subject to limitations  
7 imposed by law, including but not limited to the Internal Revenue  
8 Code of 1986, as amended, and any rules and regulations promulgated  
9 thereunder, the fees and expenses of such bond counsel, financial  
10 consultants, engineers, architects and other consultants and  
11 advisors incurred by Long Beach and/or Los Angeles before or after  
12 issuance of the bonds may be paid or reimbursed from the proceeds  
13 of such issue or from the receipt of monies from any other source.

14                                   Section 12. PERSONNEL.

15                   The Authority shall request from the Port of Long Beach  
16 and/or the Port of Los Angeles the services of their personnel to  
17 serve the Authority ex-officio as may be necessary to carry out this  
18 Agreement and shall have the power to employ professional and  
19 technical assistance for the performance of this Agreement provided  
20 that adequate sources of funds are assured therefor. The cost of  
21 such personnel used by the Authority shall be reimbursed by the  
22 Authority in accordance with Section 9.

23                                   Section 13. ACCOUNTS AND REPORTS.

24                   To the extent not covered by the duties assigned to any  
25 trustee, the Treasurer of the Authority shall establish and maintain  
26 such funds and accounts as may be required by good accounting  
27 practice or by any provision of any resolution of the Authority  
28 securing its bonds. The books and records of the Authority in the

1 hands of the trustee or the Treasurer shall be open to inspection  
2 at all reasonable times. The Authority shall cause to be prepared  
3 annually a financial and operating report which shall be submitted  
4 to each member of the Governing Board, the Boards of Harbor  
5 Commissioners of Long Beach and Los Angeles and the Mayors of Long  
6 Beach and Los Angeles. The Authority, within 120 days after the  
7 close of each fiscal year, shall give a complete written report of  
8 all financial activities for such fiscal year to each member of the  
9 Governing Board, the Boards of Harbor Commissioners of Long Beach  
10 and Los Angeles and the Mayors of Long Beach and Los Angeles. The  
11 Auditor/Controller of the Authority shall cause an annual  
12 independent audit of the accounts and records of the Authority to  
13 be made by a certified public accountant, all in accordance with and  
14 at the time or times required by law. Any trustee appointed under  
15 any resolution of issuance of the bonds of the Authority shall  
16 establish suitable funds, furnish financial reports and provide  
17 suitable accounting procedures to carry out the provisions of said  
18 resolution. Said trustee may be given such duties in said  
19 resolution as may be desirable to carry out this Agreement.

20 Section 14. FUNDS.

21 Subject to the applicable provisions of any indenture or  
22 financing agreement, which may provide for a trustee to receive,  
23 have custody of, and disburse Authority funds, the Treasurer of the  
24 Authority shall: (i) have the custody of and disburse Authority  
25 funds pursuant to the accounting procedures developed under Section  
26 11 hereof, and (ii) as nearly as possible in accordance with  
27 generally accepted accounting procedures, make the disbursements  
28 required by this Agreement or to carry out any of the provisions or

1 purposes of this Agreement.

2 Section 15. CALIFORNIA ENVIRONMENTAL QUALITY ACT  
3 AND NATIONAL ENVIRONMENTAL POLICY ACT.

4 This Agreement describes a proposed project for the  
5 Alameda Corridor and allocates responsibilities for its  
6 implementation. Entering into this Agreement does not constitute  
7 an adoption of the project or a commitment to carry out the project  
8 as those terms are used in the California Environmental Quality Act,  
9 Public Resources Code Section 21000 et seq. ("CEQA"), and the  
10 National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.  
11 ("NEPA"). Prior CEQA and NEPA compliance is a condition precedent  
12 to any party being committed to carry out any obligations set forth  
13 in this Agreement for which such compliance is required.

14 Section 16. NOTICES.

15 Notices hereunder shall be sufficient if delivered to:

16 Long Beach - Executive Director  
17 Long Beach Harbor Department  
18 P.O. Box 570  
19 Long Beach, CA 90801

20 Los Angeles - Executive Director  
21 Port of Los Angeles  
22 P.O. Box 151  
23 San Pedro, CA 90733-0151

24 Authority - Secretary - At such address as Governing  
25 Board shall designate for such purpose.

26 Section 17. MISCELLANEOUS.

27 The section headings herein are for convenience only and  
28 are not to be construed as modifying or governing the language in  
the section referred to.

Whenever in this Agreement any consent or approval is

1 required the same shall not be unreasonably withheld.

2 This Agreement is made in the State of California under  
3 the Constitution and laws of such State and is to be so construed.

4 Section 18. SEVERABILITY.

5 Should any part, term, portion or provision of this  
6 Agreement be by the courts decided to be illegal or in conflict with  
7 any law of the State of California, or otherwise be rendered  
8 unenforceable or ineffectual, the validity of the remaining parts,  
9 terms, portions or provisions shall be deemed severable and shall  
10 not be affected thereby, provided such remaining portions or  
11 provisions can be construed in substance to continue to constitute  
12 the agreement that the parties intended to enter into in the first  
13 instance.


14 Section 19. SUCCESSORS.

15 This Agreement shall be binding upon and shall inure to  
16 the benefit of the successors of the parties.

17  
18 IN WITNESS WHEREOF, the parties hereto have executed this  
19 Amended and Restated Agreement.

20  
21 CITY OF LONG BEACH,  
22 a municipal corporation

23 Dated: December 10, 1996

By  ASSISTANT CITY MANAGER  
James C. Hankla,  
City Manager

EXECUTED PURSUANT  
TO SECTION 30107  
OF THE CITY CHARTER.


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Ratified and Approved by the  
Board of Harbor Commissioners  
of the City of Long Beach


Dated: December 19, 1996

By   
S. R. Dillenbeck,  
Executive Director  
Long Beach Harbor Department

Attest   
Executive Secretary

Approved as to form this 19<sup>th</sup> day of December, 1996.

JOHN R. CALHOUN, City Attorney

By   
Richard L. Landes,  
Principal Deputy

CITY OF LOS ANGELES, a municipal  
corporation, acting by and through  
its Board of Harbor Commissioners

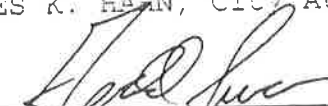
Dated: December 20, 1996

By   
Executive Director

Attest   
Executive Secretary

Approved as to form this 20<sup>th</sup> day of December, 1996.

JAMES K. HANN, City Attorney

By   
Gerald Swan, Assistant

RLl:dmp  
12/17/96  
A-11