

EXECUTION VERSION

AGREEMENT NO. _____

BETWEEN THE CITY OF LOS ANGELES
AND
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This AGREEMENT ("**Agreement**") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("**City**" or "**Harbor Department**" or "**POLA**"), acting by and through its Board of Harbor Commissioners ("**Board**") and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of §§ 130050.2 *et seq.* of the California Public Utilities Code ("**LACMTA**").

WHEREAS, LACMTA desires to provide expanded light rail passenger service along the Southeast Gateway light rail transit line, formerly the West Santa Ana Branch Transit Corridor, to connect southeast Los Angeles County to downtown Los Angeles (the "**Southeast Gateway Line**"). In January 2022, the LACMTA Board of Directors approved a 14.5-mile light rail transit line from Slauson/A Line to Pioneer as the Locally Preferred Alternative for the Southeast Gateway Line ("**Southeast Gateway Line LPA**" or the "**Project**"). On March 29, 2024, LACMTA released the combined final EIS/EIR for the Southeast Gateway Line LPA and on April 25, 2024, the Board certified the final EIR. On August 23, 2024, the Federal Transit Administration issued the Record of Decision for the Southeast Gateway Line LPA; and

WHEREAS, part of the Project is anticipated to be located parallel to active freight track(s) in the portions of the POLA and Port of Long Beach ("**POLB**")-owned San Pedro Subdivision right-of-way as shown on Exhibit A ("**Right-of-Way**"). LACMTA and POLB intend to enter into a separate agreement with respect to work performed by the POLB related to the Project and POLB's requirements for LACMTA's use of the Right-of-Way for the Project; and

WHEREAS, LACMTA and POLA anticipate the need for POLA to perform, or cause a third-party consultant to perform on POLA's behalf, certain work including but not limited to independent review of the environmental review document certified by POLA for the purposes of issuing permits to LACMTA to perform work on the Right-of-Way, project design review and other environmental, engineering, real estate, administrative, and legal review services for work related to the Project and LACMTA's use of the Right-of-Way for the Project ("**POLA Work**"); and

WHEREAS, LACMTA and POLA desire to execute this Agreement providing the terms and conditions pursuant to which POLA will complete the POLA Work and LACMTA will reimburse POLA for the costs and expenses associated with such work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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I. Work to be Completed by POLA

1. As set forth in Exhibit B and made a part of this Agreement, POLA and its contractors shall complete POLA Work on the Project. As between POLA and LACMTA, LACMTA shall be responsible for any errors and omission in any Project designs, and/or specifications prepared by LACMTA or a LACMTA contractor and the parties acknowledge and agree that POLA's review of the Project designs, plans and/or specifications as part of the POLA Work, is limited exclusively to potential impacts on the Right-of-Way and use thereof.

2. An estimated projected budget for POLA Work is also set forth in Exhibit B.

3. As set forth below, POLA shall perform POLA Work by its own forces and its contractors (which contractors may include legal, real estate, engineering and CEQA consultants). The parties acknowledge nothing in this Agreement creates any contractual relationship between LACMTA and a POLA third-party contractor and nothing in this Agreement is intended or will be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of LACMTA toward any POLA third-party contractor.

4. LACMTA and POLA will cooperate and coordinate with each other to mutually agree to timelines for completion of the POLA Work activities within POLA's control and upon terms and conditions that are mutually agreed by the parties.

II. LACMTA Reimbursement of POLA Costs

1. As described in Exhibit B, LACMTA shall reimburse POLA one hundred percent (100%) of the actual costs and expenses incurred by POLA with respect to POLA Work, provided that in the case of any legal work, the reimbursement provisions under this Section II shall not apply to: (a) legal costs relating to a dispute between LACMTA and POLA arising pursuant to this Agreement or otherwise in connection with the Project (as responsibility for costs will be addressed as part of the dispute resolution), or (b) legal costs arising under the indemnity (as responsibility for such costs are addressed under Section III).

2. The total estimated budget for POLA Work as set forth in Exhibit B is Seven Hundred Nine Thousand Five Hundred Dollars (\$709,500). Any increase in the estimated budget for POLA Work shall be evidenced in the manner set forth in Paragraph 3 of this Section.

3. During the term of this Agreement, POLA shall provide LACMTA with periodic updates (but no less than quarterly) with respect to any anticipated or proposed changes to the budget or schedule of POLA Work. Any revised cost estimates up to 25% of the then current budget shall be agreed upon by POLA's Executive Director and LACMTA's duly authorized representative and added as an exhibit to this Agreement.

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Such exhibits shall be labeled as "Exhibit B-1" (and so on numerically), dated, and added to Exhibit B of this Agreement. Such revised exhibit(s) shall not otherwise require a written amendment to this Agreement, except however, a written amendment approved by their respective governing boards (or duly authorized delegated authority) will be required if and when the total budget increase exceeds 25% of the original budget set forth in Paragraph 2 of this Section (i.e., total budget increase exceeding \$177,375).

4. ~~The maximum amount payable under this Agreement, unless modified by written amendment, shall be Eight Hundred Eighty-Six Thousand Eight Hundred and Seventy-Five Dollars (\$886,875).~~

5. POLA shall submit invoice(s) addressed to LACMTA and accompanied by supporting documentation of POLA Work completed in the preceding period or in the case of subcontractors their invoices received in the preceding period, to LACMTA for reimbursement. The invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of POLA Work that were completed during the invoicing period including: (a) identification of the applicable scope of POLA Work performed during that invoicing period and a breakdown of the tasks performed and hours charged for the POLA staff performing that POLA Work; (b) a breakdown of any consultant, contractor, or other costs incurred by POLA for that invoicing period including copies of any consultant or contractor invoices and other supporting cost data provided that any invoices for legal work submitted to LACMTA by POLA shall be summaries of invoices POLA receives for the legal work, as LACMTA acknowledges the details set forth on the invoices POLA receives are attorney-client communication and are privileged and confidential; (c) in the case of the final invoice issued under Section II (7) this Agreement, be noted as "final"; and (d) certification that the costs identified in such invoice were appropriate and necessary for the performance of the POLA Work and have not previously been billed or paid.

6. Within thirty (30) days of receipt of any invoice from POLA, LACMTA shall tender payment in full to POLA.

7. POLA shall submit a final reconciled invoice to LACMTA within one hundred eighty (180) days after the completion of POLA Work. The final billing shall be in the form of an itemized statement of the total costs for POLA Work, less amounts covered by advance payments, and shall otherwise comply with the invoicing requirements under Paragraph 5 of Section II. Within 45 days after receipt of the final reconciled invoice, LACMTA shall pay POLA all amounts evidenced by such invoice in full.

III. Indemnification

Except for the sole negligence or willful misconduct of POLA, its Board or any of its officers, agents, employees, assigns and successors in interest, LACMTA agrees to defend, indemnify and hold harmless POLA, its Board and any of its officers, agents, employees, assigns, and successors in interest from and against all suits and causes of

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action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by POLA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the LACMTA's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner related to its performance under this Agreement. Rights and remedies available to a party under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

IV. Effective Date and Term

1. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by POLA's Executive Director upon authorization of the Board of Harbor Commissioners. LACMTA is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

2. This Agreement shall be in full force and effect commencing from the date of POLA's Executive Director execution and shall continue until three (3) years has lapsed from the effective date of this Agreement.

V. Miscellaneous Provisions

1. **Notices:** Any Notice to be given by each party to the other shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the party for whom intended, as follows:

To POLA:

City of Los Angeles
c/o Director of Cargo & Industrial Real Estate
P.O. Box 151
San Pedro, CA 90733-0151

To LACMTA:

Project Manager – Southeast Gateway Line Project
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: susiloj@metro.net
Attn: June Susilo

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With a copy to:

Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantese@metro.net
Attn: Eduardo Cervantes

Senior Deputy County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: lowt@metro.net
Attn: Teddy Low

2. **Dispute Resolution:** In the event of a dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity, or termination ("**Dispute**"), the parties agree to make good faith efforts to resolve the Dispute through negotiation.

3. **Confidential Information:** POLA shall protect information LACMTA shares with POLA that LACMTA has identified as confidential, that may be subject to disclosure laws to the extent permitted by law. If POLA receives a request for information identified by LACMTA as confidential, POLA shall provide notice to LACMTA prior to disclosure of the requested information.

4. **Audit and retention:** For the period commencing on the date of this Agreement and ending on the date falling three years after the date of the final invoice for reimbursement of the POLA Work, LACMTA will have the right to review and audit POLA's books, records and documents related to the POLA Work for which POLA seeks reimbursement, at all times during normal business hours, without charge. POLA represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by LACMTA performed in accordance with this Agreement. If an audit shows that a financial adjustment is required, the parties will use good faith efforts to agree such adjustment. For all contracts with third-party consultants (other than consultants or firms performing legal work) in connection with performance of the POLA Work that are entered into after the date of this Agreement, POLA will make good faith efforts to include provisions in said contracts acknowledging the rights under this Paragraph 5 of Section V. POLA shall (and shall make good faith efforts to ensure that its third-party consultants will) keep and maintain its books, records, and documents related to performance of the POLA Work (including all costs incurred) for three years after the date of the final invoice. Nothing in this section is intended to be a waiver of any protection against disclosure of POLA's legal work invoice details, or related documents or communications, which are to be maintained in confidence by POLA and not disclosed to LACMTA.

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5. **Force Majeure:** The performance of the obligations of the parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a party is prevented from complying therewith, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency or judicial court, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that party. ~~Neither party shall be required, against their respective wills to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.~~

6. **Interpretation:** Neither this Agreement nor any provision hereof shall be interpreted for or against any of the parties on the basis that said party or parties drafted the provision in question, nor on the basis of a previous draft, or drafts of the provision in question.

7. **Successors and Assigns:** This Agreement and all of its terms, provisions, covenants, and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the authorized representatives, successors and assignees of the parties hereto.

8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without reference to the conflicts of law, rules, and principles of such state. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

9. **Amendments and Modifications:** Other than as set forth in Section II, Paragraph 3, the terms of this Agreement may be modified only by written amendment approved by the parties, subject to all applicable approval processes required by either party.

10. **Counterparts:** This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. The parties agree that electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Date: _____

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLEGES
Board Secretary


APPROVED AS TO FORM

_____, 20____
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
Helen J. Sok, Deputy

THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY, a California county
transportation authority existing under
the Authority of §§130050.2 *et seq.* of
the California Public Utilities Code

Date: _____

By: _____


Attest: _____

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By:  by Joshua Cohen
Teddy Low, Senior Deputy Counsel

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Date: _____

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLEGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

October 23, 2025
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By:  _____
Helen J. Sok, Deputy

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the Authority of §§130050.2 *et seq.* of the California Public Utilities Code

Date: _____

By: _____

Attest: _____

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By: _____
Teddy Low, Senior Deputy Counsel

EXHIBIT A – RIGHT OF WAY



EXHIBIT B – ESTIMATED BUDGET

NO.	SCOPE OF POLA WORK	ESTIMATED AMOUNT
1.	Real Estate Review	\$50,000
2.	Environmental Review	\$30,000
3.	Engineering Review	\$122,500
4.	Property Management	\$300,000
5.	Appraisal	\$50,000
6.	Legal	\$100,000
7.	Staffing	\$57,000
	Total	\$709,500

The estimated amount for a category of Scope of POLA Work may be adjusted and relocated to another category of Scope of POLA work unless the adjustment results in the total estimated budget exceeding the maximum amount payable under this Agreement as set out in Section II paragraph 4.