


Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

MEMORANDUM OF UNDERSTANDING

WILLOW STREET CORRIDOR - WALNUT AVENUE TO CHERRY AVENUE CONGESTION RELIEF PROJECT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SIGNAL HILL AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)

The following Memorandum of Understanding (hereinafter, “MOU”) is effective this 14 day of September, 2021, entered by and between the Los Angeles County Metropolitan Transportation Authority (hereinafter, “LACMTA”) and the City of Signal Hill (hereinafter, “CITY”).

RECITALS:

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as “Measure R” and became effective on January 2, 2009; and

WHEREAS, Measure R set aside traffic improvement project funding of \$590 million for I-710 South and/or Early Action Projects of which \$160 million was allocated to non-freeway improvements; and

WHEREAS, the CITY is proposing improvements on the Willow Street corridor between Walnut Avenue and Cherry Avenue in the CITY (hereinafter referred to as the “PROJECT”), which currently experiences significant delay and vehicle conflict points; and

WHEREAS, the PROJECT aims to reduce delay and improve the traffic operation by implementing geometric improvements while minimizing impacts to the surrounding area; and

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed \$1,312,050 in Measure R Funds to CITY for the PROJECT; and

WHEREAS, the CITY requested LACMTA to lead the Project Approval & Environmental Document (PA&ED) and Plans, Specifications, & Estimates (PS&E) phases of the PROJECT; and

WHEREAS, LACMTA will enter into an Architectural and Engineering (A&E) service contract (hereinafter referred to as “CONTRACT”) to complete PA&ED and PS&E at the request of, and on behalf of, the CITY; and

WHEREAS, the LACMTA and the CITY have agreed to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the CONTRACT and the CITY will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phase; and

WHEREAS, the LACMTA and the CITY desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

NOW, THEREFORE, LACMTA and the CITY (hereinafter referred to as “PARTIES”) agree to the following:

I. GENERAL CONDITIONS:

- A. The term of this MOU shall commence upon execution of this MOU by the PARTIES and shall continue through the date when all work under the CONTRACT is complete or July 31, 2023, whichever comes first. The term of this MOU may be extended by mutual agreement of the PARTIES through written consent.
- B. LACMTA and the CITY hereby agree to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the CONTRACT and the CITY will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phases.
- C. There will be no payments or reimbursements by either PARTY for the services provided by staff of either PARTY in this MOU.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. LACMTA

- 1. Serve as the implementing agency for the PA&ED and PS&E phases of the PROJECT, responsible for managing the scope, cost, schedule, and quality of the work activities and products of the PROJECT as stated herein.
- 2. Serve as the contracting entity with the Consultant.
- 3. Review and approve final deliverables submitted by the Consultant.
- 4. Lead monthly Project Development Team (PDT) and focus meetings.
- 5. Facilitate ongoing coordination with all parties involved in or impacted by the PROJECT.

B. CITY

- 1. Provide all local information pertinent to the PROJECT in a timely manner to allow for efficient PROJECT delivery.
- 2. Review and provide comments on draft deliverables.
- 3. Participate in bi-weekly check-in calls and/or meetings with Consultant and LACMTA staff.
- 4. Participate in monthly PDT and focus meetings.
- 5. Participate in briefings with elected Officials, Agencies, and Stakeholders (i.e., City Council, Chamber of Commerce, Gateway Cities Council of Governments, etc.).
- 6. Review and concur with final deliverables submitted by the Consultant. CITY hereby agrees that LACMTA shall have ultimate authority to make decisions regarding deliverables under the CONTRACT.
- 7. CITY’s use of the remaining Measure R Funds following LACMTA’s completion of PA&ED and PS&E is contingent upon CITY’s use of the final designs approved by LACMTA for the PROJECT.

III. PROJECT COMPLETION

- A. Notwithstanding section VII. below, upon completion of the PA&ED and PS&E phases of the PROJECT, CITY shall be solely responsible for implementation of any future project phases, including Construction, Operations, and Maintenance. LACMTA shall have no obligation to fund or implement future project phases including, but not limited to, construction, operations, maintenance, and use of the facilities. Upon completion of the PROJECT, CITY hereby agrees to indemnify and hold LACMTA harmless in perpetuity for any and all third party claims for damages, including any claims arising during future project phases (e.g. construction, operations, maintenance, and use of the facilities). Such claims include, but are not limited to, personal injury or property damage claims arising out of the acts or omissions of the CITY, its consultants, contractors, subcontractors, or anyone acting on CITY's behalf.

IV. PROJECT MANAGEMENT:

- A. For purposes of this MOU, LACMTA designates the following staff as its Project Manager:

Julio Perucho
Principal Transportation Planner
Program Management
Highway Program
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-18-2
Los Angeles, CA 90012
213.922.4387
peruchoj@metro.net

LACMTA reserves the right to change this designation for cause upon written notice to the CITY.

- B. For purposes of this MOU, the main contact at the CITY will be:

Scott Charney
Deputy City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
562.989.7343
SCharney@cityofsignalhill.org

The CITY reserves the right to change this designation for cause upon written notice to LACMTA.

V. DEFAULT:

- A. Default under this MOU is defined as any one or more of the following:

(i) Either PARTY fails to comply with the terms and conditions contained in this MOU; (ii) Either PARTY fails to perform satisfactorily or to make sufficient progress toward completion, or make a material change to the communication related to the MOU, without the complainant PARTY's prior written consent or approval.

VI. REMEDIES:

- A. In the event of a default by either PARTY, the complainant PARTY shall provide written notice of such default and the defaulting PARTY shall provide a corrective action plan to the complainant PARTY with a 30-day period to cure the default. In the event that the defaulting PARTY fails to cure the default or commit to cure the default and commence the corrective action plan within such 30-day period and to the satisfaction of the other PARTY, the complainant PARTY may terminate this MOU.
- B. Effective upon receipt of written notice of termination from the complainant PARTY, the defaulting PARTY shall not undertake any new work or obligation with respect to this Agreement unless so approved by the complainant PARTY in writing.

Subject to the agreement to provide prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. Either PARTY shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law.

VII. INSURANCE AND INDEMNITY:

- A. Neither LACMTA nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by CITY or its respective officers or employees under or in connection with the MOU. CITY and its respective officers or employees shall fully indemnify, defend and hold LACMTA, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or CITY), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by CITY, or its respective officers or employees' obligations under this MOU; or (ii) the acts or omissions, by CITY or those of their respective officers, agents, employees, contractors or sub-contractors in the performance MOU or the provision of the services, unless caused solely by the negligence or willful misconduct of LACMTA.
- B. Neither CITY nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by LACMTA or its respective officers or employees under or in

connection with the MOU. LACMTA and its respective officers or employees shall fully indemnify, defend and hold the CITY, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or CITY), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by LACMTA, or its respective officers or employees' obligations under this MOU; or (ii) the acts or omissions, by LACMTA or those of their respective officers, agents, employees, contractors or sub-contractors in the performance MOU or the provision of the services, unless caused solely by the negligence or willful misconduct of CITY.

VIII. OTHER TERMS AND CONDITIONS:

- A. Neither PARTY shall represent to cities, communities, or other organizations or interests that communication related to this MOU is being conducted on behalf of the other PARTY, or that either PARTY is representing the other PARTY in any manner.
- B. This MOU, along with the applicable requirements of either PARTY, constitutes the entire understanding between the PARTIES with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the PARTIES who agreed to the original MOU or the same level of authority.
- C. In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the PARTIES to enforce or interpret this Agreement or the applicable requirements of either PARTY to protect or establish any rights or remedies hereunder, the prevailing PARTY shall be entitled to its costs and expenses, including reasonable attorneys' fees.
- D. Neither PARTY hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected PARTY. Each PARTY hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.
- E. Neither PARTY shall assign this MOU, or any part thereof, without the prior written consent and prior approval of the other PARTY. Any assignment without consent shall be void and unenforceable.
- F. This Agreement shall be governed by California law and applicable federal law.

G. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

H. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

This MOU constitutes the entire agreement between the PARTIES with respect to the subject matter of this MOU and supersedes all prior and contemporaneous agreements and understandings.

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

DocuSigned by:

By: _____ Date: 9/16/2021
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Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By:  Deputy Date: 9/8/2021

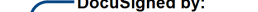
CITY:

CITY OF SIGNAL HILL

DocuSigned by:

 By: _____ Date: 9/15/2021
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 Hannah Shin-Heydorn
 City Manager

APPROVED AS TO FORM:

DocuSigned by:

 By: _____ Date: 9/16/2021
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 Matthew E. Richardson
 City Attorney