

**JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE LOS ANGELES REGIONAL  
HIGH SPEED RAIL LINE CONSTRUCTION AUTHORITY**

This Joint Exercise of Powers Agreement (the “Agreement”) dated as of \_\_\_\_\_, 2007, is made by and among the City of Los Angeles, a municipal corporation (“Los Angeles”), the City of Ontario, a \_\_\_\_\_ (“Ontario”); and the City of West Covina, a \_\_\_\_\_ (“West Covina”) hereinafter collectively known as “Contracting Parties” and individually as “Contracting Party.”

**RECITALS**

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (section 6500 et seq.) (the “Act”) permits two or more public agencies by agreement to exercise jointly powers common to the Contracting Parties; and

WHEREAS, each of the Contracting Parties desires to enter into a joint exercise of powers agreement providing for the creation of an entity known as the Los Angeles Regional High Speed Rail Line Construction Authority (“JPA”), for the purpose of overseeing the continued planning activities, [**construction and operation**] of an intra-regional high speed transit system in the Southern California area; and

WHEREAS, the Southern California Association of Governments (“SCAG”) has undertaken planning studies and evaluated alternatives to determine the optimum high speed transit system (“HST”) that would meet the congestion and air quality improvement goals in the region while decentralizing aviation demand to regional airports; and

WHEREAS, the HST planning process, as developed by SCAG consists of four (4) phases which includes Phase 1 – Pre-deployment Analysis (preliminary feasibility analysis), Phase 2 - Preliminary Engineering (engineering necessary to prepare Environmental Impact Report), Phase 3 - Deployment Plan (investment grade analysis), and Phase 4 - Environmental Impact Report; and

WHEREAS, SCAG has completed Phase 1 and has substantially completed Phase II; and

WHEREAS, the JPA is intended to assume the completion of the HST planning process along with management [**construction and operation**] of the HST system having an initial operating segment spanning the Los Angeles - Inland Empire region.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, each of the Contracting Parties does hereby agree as follows:

## ARTICLE I. DEFINITIONS

Section 1.01 Definitions. The words and terms defined in this Article shall have the following meanings for the purposes of this Agreement:

“Act” means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with section 6500 et seq.).

“Agreement” means this Joint Exercise of Powers Agreement.

“Alternatives Study” means \_\_\_\_\_.

“Board of Directors” or “Board” means the Board of Directors for the Los Angeles Regional High Speed Rail Line Construction Authority.

“Chairperson” means the Chairperson of the Board of the JPA.

“Committee” means a standing or ad hoc committee of the Board established by the Board.

“Contracting Parties” means Los Angeles, Ontario, West Covina and any other Public Agency that becomes a party to this Agreement pursuant to Section 8.12 of this Agreement.

“Director” means the Director to the Board appointed pursuant to Section 3.01 of this Agreement.

“JPA” means the Los Angeles Regional High Speed Rail Line Construction Authority established pursuant to Section 2.02 of this Agreement.

“Political Reform Act” means the Political Reform Act of 1974 (Title 9 of the California Government Code, commencing with Section 81000).

“Public Agency” or “Public Agencies” means a public agency as that term is defined in Section 6500 of the California Government Code.

## ARTICLE II. GENERAL PROVISIONS

Section 2.01 Purpose. This Agreement is made pursuant to the Act to provide for the creation of a public joint powers entity separate from the Contracting Parties, to provide for the development of an intra-regional HST system in the Southern California area, and to provide for the exercise of all common powers possessed by the Contracting Parties and all powers provided to the JPA by the Act or by any other law now in effect or hereafter enacted.

Section 2.02 Creation of Authority. Pursuant to Sections 6506 and 6507 of the Act, there is hereby created a public entity to be known as the “Los Angeles Regional High Speed Rail Line Construction Authority.” The JPA shall be a public entity separate and apart from the Contracting Parties and shall administer this Agreement. The JPA shall have the power to make and enter contracts; employ or engage contractors, agents, or employees; apply for, receive and utilize grants and loans from Federal, State, or local governments, or from any other available source; incur liabilities, debt and other contractual obligations; sue and be sued in its own name; and exercise any other powers common to the Contracting Parties and promulgate, adopt and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions and purposes of this Agreement. Specifically, the activities of the JPA may include, but is not limited to:

- Continue dialogue with County, State, regional, local and federal agencies relative to HST and any necessary future actions related to the implementation of any HST project;
- Continue dialogue with the California High Speed Rail Authority;
- Review and, as appropriate, approve the Alternatives Study recommendations;
- Conduct regional planning and analysis to determine the preferred high-speed transit system for the Initial Operating System (“IOS”), from West Los Angeles to Ontario, and, at the option of the JPA members, for the entire Southern California region;
- Identify potential stand-alone HST projects on specific corridors;
- Review and approve an IOS alignment and other future alignments;
- Review all information and studies associated with the development of a proposed HST system, including, but not limited to, technical feasibility, ridership assumptions, cost and revenue projections, estimated personnel and operating costs, other necessary infrastructure such as stations and transit links, cost benefits of maglev and steel-on-steel technologies, and commitment from the California Department of Transportation (“Caltrans”) relative to the availability of freeway right-of-way;
- Identification of necessary environmental studies;
- Consider and make recommendations on station locations; and
- Consider and make recommendations on the proposed system.

Section 2.03 Board of Directors. This JPA shall be governed and administered by a body called the JPA Construction Authority Board of Directors (“Board”) consisting of a number of Directors as herein provided. Each Contracting Party shall appoint the following number of voting Directors: Los Angeles – three (3) Directors, Ontario – one (1) Director, and West Covina – one (1) Director. As new stations are identified and added to the IOS, those affected jurisdictions shall appoint one (1) voting Director to the Board. The Board will also include one (1) non-voting Director appointed by each of the following Public Agencies: SCAG, San Bernardino Associated Governments (“SANBAG”), Caltrans, and the Los Angeles County Metropolitan Transportation Authority (“Metro”). Entities having non-voting Directors shall not be a party to this Agreement, nor shall the non-voting Director affect the quorum requirements of this Agreement. No individual shall be appointed to hold the position of more than one (1) Director[, **and all Directors shall be elected officials**]. In addition to the requirements of Section 4.04 to this Agreement, no person who receives income from a private transit or

transportation planning agency may be a Director. However, each Director may receive a per diem for each Board meeting attended. The amount of the per diem shall be fixed from time to time by the Board and shall not exceed One Hundred Dollars (\$100.00) per meeting with a maximum amount equal to two (2) meetings a month.

Section 2.04 Terms of Directors. Each Director to the Board shall serve for a one-year term. Nothing herein shall prevent a Director from serving two (2) or more consecutive terms. Nothing herein shall prevent a Director from being replaced by their respective Public Agency during the course of their term.

Section 2.05 Meetings of the Board. At its first meeting, and as needed thereafter, the Board shall establish by resolution the dates, place and time of its regular meetings. Special or emergency meetings may be called at the request of the Chairperson or of a majority of the Board. At least one (1) annual meeting shall be held.

(a) Procedures. All meetings of the Board shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code). The Board may adopt from time to time such additional rules and regulations for the conduct of its meetings, as may be required.

(b) Minutes. The Secretary to the Board shall cause to be kept minutes of any open meeting of the Board and shall cause a copy of said minutes to be kept on file, in accordance with state law, for access by each Director and the public.

(c) Voting. Each Director, other than the appointees of SCAG, SANBAG, Caltrans, and Metro, shall have one (1) vote. Each Public Agency may appoint an alternate Director (“Alternate”) for each of its allocated Directors. The Alternate shall be authorized to act in place of the respective Director, if the Director is unable to be present at a Board meeting or is unable to act due to ethical restrictions set forth in Section 4.04 of this Agreement. Alternates may also serve on any Committee.

Section 2.06 Quorum; Required Votes; Approvals. The presence of three (3) Directors shall constitute a quorum for the purposes of conducting business at a meeting, except that less than a quorum may adjourn a meeting. All actions of the Board shall be approved upon the affirmative vote of three (3) Directors, unless a greater number is required by law, or a supermajority of four (4) votes for any of the following actions: (a) adoption of annual work plan and budget, (b) mid-year revisions to the annual budget, (c) contract awards, (d) hiring staff, (e) environmental approvals, including but not limited to Environmental Impact Reports, or (f) termination of this Agreement.

Section 2.07 Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

### **ARTICLE III. CHAIRPERSON, DIRECTORS AND OFFICERS**

Section 3.01 Chairperson and Directors. At its first meeting, and at the anniversary of the first meeting in each succeeding calendar year or as soon thereafter as practicable, the Board shall elect, from among the Directors, a chairperson to preside over the meetings of the Board (“Chairperson” or “Chair”), and a vice-chairperson to preside over the meetings in the absence of the Chairperson. The Chair of the Board may speak on behalf of the JPA only when authorized by the Board. The Chairperson shall serve a one-year term, and shall rotate between the Directors. A Director from Los Angeles, however, will serve as the initial Chair and the chairmanship will rotate bi-annually to the City of Los Angeles.

Section 3.02 Secretary. At its first meeting, and at the anniversary of the first meeting in each succeeding calendar year or as soon thereafter as practicable, a secretary to the Board (“Secretary”) shall be appointed from either Directors or employees of the JPA. The Secretary shall perform such duties as may be determined by the Board and shall cause a copy of this Agreement to be filed with the California Secretary of State within thirty (30) days of its effective date pursuant to Section 6503.5 of the Act.

Section 3.03 Treasurer. A treasurer for the JPA (“Treasurer”) shall be appointed from those persons eligible under Sections 6505.5 or 6505.6 of the Act. The Treasurer shall have the custody of all monies of the JPA and shall perform all duties and responsibilities set forth in Section 6505.5 of the Act. The appointment shall be made by resolution at the first meeting of the Board.

Section 3.04 Auditor-Controller. An auditor-controller for the JPA (“Auditor-Controller”) shall be appointed from those persons eligible under Sections 6505.5 or 6505.6 of the Act. The auditor-controller shall draw warrants to pay demands against the JPA when the demands against the JPA have been approved by any authorized person or entity authorized to approve such demands in accordance with this Agreement. The appointment shall be made by resolution at the first meeting of the Board.

### **ARTICLE IV. POWERS**

Section 4.01 General Powers. The JPA shall exercise in the manner herein provided any of the powers which are possessed by the Contracting Parties and necessary for the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.03 of this Agreement.

Section 4.02 Additional Powers. The JPA shall have all additional powers provided in the Act or in any other law now in effect or hereafter enacted.

Section 4.03 Exercise of Powers. The powers of the JPA shall be exercised in the manner provided in the Act and those additional powers set forth herein. The JPA shall be subject to the restrictions upon the manner of exercising power of the City of Los Angeles.

Section 4.04 Standards of Conduct and Conflicts of Interest. Every Board member, officer, employee and consultant of the JPA shall comply with the Political Reform Act[, **and the City of Los Angeles Conflict of Interest Code**].

Section 4.05 Obligations of Authority. As provided in Section 6508.1 of the Act , the liabilities and obligations of the JPA shall not be the liabilities and obligations of any of the Contracting Parties; provided, however, that any of the Contracting Parties may contract separately for, assume responsibility for, specific liabilities or obligations of the JPA. The provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 4.06 Lead Agency and Regulatory Approvals. The JPA shall be the lead agency for the purposes of compliance with the California Environmental Quality Act (“CEQA”) for any discretionary acts of the JPA which may have an effect on the environment.

Section 4.07 Separate Entity and Insurance. The JPA is a separate legal entity from each of the Contracting Parties. The JPA shall procure such general liability insurance, as the Board may approve.

## **ARTICLE V. CONTRIBUTIONS, ACCOUNTS, FUNDS AND REVENUE PARTICIPATION**

Section 5.01 Exclusivity; Contributions to JPA. The initial funding for the JPA shall come from grants and other financial resources received by SCAG. SCAG shall transfer all contract dollars allocated for the MAGLEV/HST element of the Overall Work Program in the amount of (\$\_\_\_\_\_). SCAG shall also transfer all funding associated for staff costs allocated for the MAGLEV/HST. Future funding obligations above the initial SCAG funding shall be provided proportional to voting rights established in Section 2.05(c) of this Agreement (3/5 City of Los Angeles; 1/5 City of Ontario; 1/5 City of Covina).

Section 5.02 Contracting Parties Contributions. The Contracting Parties may: (a) make contributions to the JPA from their respective treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; and (d) use their respective personnel, equipment or property in lieu of other contributions or advances. Unless otherwise agreed to by the Contracting Parties, funding for the operations of the JPA will come proportionate to the voting rights of the Contracting Parties, as well as other source both public and/or private.

Section 5.03 Custody of Funds. Subject to the applicable provisions of any instrument or agreement into which the JPA may enter that otherwise may provide for a trustee to receive, have custody of and disburse JPA funds, the Treasurer of the JPA (as described in Section 3.03 of this Agreement) shall receive, have custody of and disburse JPA funds as nearly as possible in accordance with generally accepted accounting practices and shall make the disbursements required by this Agreement or to carry out any of the provisions of this Agreement. Any and all funds maintained by the Treasurer of the JPA shall be in an independent interest bearing trust account or fund.

Section 5.04 Revenue Participation. **To Be Determined.**

Section 5.05 Audits and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements. Complete books and accounts shall be maintained by the JPA in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies, and any practices or procedures required by law. The Auditor-Controller shall make or contract for an annual audit of the accounts and records of the JPA in accordance with Section 6505 of the Act.

Section 5.06 Inspection of Records. At any time during normal business hours and as often as any of the Contracting Parties deem necessary, the JPA shall, make available to the Contracting Party(ies) for examination, at reasonable locations within the City of Los Angeles, all of the data and records with respect to the JPA and all matters covered by this Agreement. The JPA shall permit the Contracting Party(ies) to make audits of all invoices, materials, payrolls, records of personnel and consultants, and other data and media relating to the matters covered by this Agreement, at the cost and expense of the Contracting Party seeking the audit and inspection.

## ARTICLE VI. TERM

Section 6.01 Term. This Agreement shall become effective on the date that this Agreement has been approved by the Contracting Parties, and shall continue in perpetuity, or until terminated in accordance with Section 6.04 of this Agreement.

Section 6.02 Withdrawal or Cancellation. Any Contracting Party may withdraw from the JPA and terminate its participation in this Agreement by adoption of a resolution of withdrawal by the governing body of the withdrawing Contracting Party, and the provision thereof to all other Contracting Parties at least thirty (30) days prior to the effective date of withdrawal. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Contracting Party.

Section 6.03 Effect of Withdrawal or Cancellation. Upon a Contracting Party's withdrawal, any assets represented by the accumulated capital contribution account of the withdrawing Contracting Party, shall remain subject to the JPA control, use and depreciation without compensation until this Agreement is terminated. Withdrawal shall not relieve the

withdrawing Contracting Party of any financial obligations or liability arising prior to withdrawal. Each Contracting Party agrees to negotiate in good faith and execute such amendments to this Agreement as may be necessary to equitably adjust the appointment and voting procedures for Directors as set forth in this Agreement, necessitated by a Contracting Party's withdrawal.

Section 6.04 Termination. Except as otherwise provided in this Agreement, this Agreement may be terminated by mutual agreement of the Contracting Parties after issuance of a 90-day Notice of Intent to Terminate Participation is issued by one of the Contracting Parties to the remaining Contracting Parties. In the event that the JPA has outstanding liabilities or obligations, such liabilities or obligations must be satisfied or provided for prior to termination of this Agreement.

Section 6.05 Distribution of Assets. Upon termination of this Agreement, and after the payment of all outstanding debts, liabilities, obligations, or other expenses incurred by the JPA , any assets of the JPA shall be distributed among the Contracting Parties in the same proportion as that reflected in the Contracting Parties' accumulated capital contribution accounts, as shown in the JPA's book of accounts.

## **ARTICLE VII. PLANNING, DEVELOPMENT AND CONTRACTS**

Section 7.01 Existing Agreements. SCAG shall provide the JPA with all documentation and information relative to agreements, actions and on-going efforts to secure additional funding and financing for HST. SCAG shall transfer all other contracts, whether current or in the process of being contracted, that relate to airport surface transport, connectivity to other airports and systems, and high-speed rail to the JPA. The JPA shall assume management of the planning process when the initial SCAG funding is received.

Section 7.02 Annual Work plan and Budget. The Board shall annually prepare, or cause to be prepared, a work plan and budget. The budget shall indicate the anticipated sources of revenues and the anticipated uses of such revenues. The work plan shall outline the activities and priorities of the JPA for the following year. The work plan shall be consistent with the adopted mission, vision and goals and must comply with all Board adopted policies, goals and objectives. Both the work plan and budget shall be prepared in sufficient detail to constitute an operating outline for the JPA, and shall identify the sources and amount of funds available to the JPA, if any, and expenditures to be made during the ensuing fiscal year, if any, to effectuate the purposes of this Agreement. The Board shall adopt the annual work plan and budget by June 30th of each year.

Section 7.03 Committees. The Board shall form a "Stakeholder's Committee" for project management of the Alternatives Study composed of representatives from Los Angeles, Ontario, Covina, SANBAG, and SCAG. The Board shall also form an oversight committee to review the alternatives study recommendations prior to conducting additional regional planning and analysis work. The Board may also form technical and/or policy committees to conduct

detailed work and make preliminary recommendations to the Board. The Board may delegate representation on such committees and set the terms of its membership.

Section 7.04 Request for Qualifications and Proposals. **To Be Determined.**

Section 7.05 Procurement Standards of Conduct. **To Be Determined.**

Section 7.06 Authorized Methods of Procurement. **To Be Determined.**

### **ARTICLE VIII. MICELLANEOUS PROVISIONS**

Section 8.01 Notices. Whenever a notice is required under this Agreement, such notice shall be in writing and shall be sufficient if delivered to the addresses specified below. Notice shall be effective on the next business day after delivery by whatever means prior to 5:00 p.m. to the addresses specified below. Any change of address shall be given in writing in accordance with this Section 8.01.

Los Angeles:

City of Los Angeles  
Department of Transportation  
100 South Main Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn General Manager

City of Los Angeles  
Office of City Attorney  
200 North Main Street  
Los Angeles, CA 90012  
Attn \_\_\_\_\_

With copies to:

City of Los Angeles  
Office of the City Administrative Officer  
200 North Main Street  
Los Angeles, CA 90012  
Attn City Administrative Officer

City of Los Angeles  
Office of the Chief Legislative Analyst  
200 North Spring Street, Suite 255  
Los Angeles, CA 90012  
Attn: Chief Legislative Analyst

With copies to (continued): City of Los Angeles  
Office of the Mayor  
200 North Spring Street, Suite 303  
Los Angeles, CA 90012  
Attn: \_\_\_\_\_

Ontario: City of Ontario  
\_\_\_\_\_

West Covina: City of West Covina  
\_\_\_\_\_

Section 8.02 Section Headings. All section headings in this Agreement are for convenience or reference only and are not to be construed as modifying or governing the language in the section referred to or defining or limiting the scope of any provision of this Agreement.

Section 8.03 Consent. Whenever in this Agreement any consent of approval is required, it shall be made in writing.

Section 8.04 Laws Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be construed and interpreted in accordance with the laws of the State of California. Any legal disputes arising from or related to this Agreement shall be resolved in the State of California by an administrative or judicial body.

Section 8.05 Dispute Resolution. If a dispute arises between the JPA and a Contracting Party, the following procedures are to be followed:

(a) Request for Reconsideration. The Contracting Party will make a written request to the JPA or the appropriate committee to reconsider its position, citing the arguments in favor of the Contracting Party and any applicable case law that applies. The Contracting Party can also request a personal presentation to that committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider the JPA's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the Contracting Party requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Board of Directors Appeal. If the Contracting Party is not satisfied with the outcome of the committee appeal, the matter will be brought to the Board of Directors for reconsideration upon request of the Contracting Party. The Board member(s) appointed by the Contracting Party requesting reconsideration shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the Contracting Party is not satisfied with the outcome of the Board of Directors appeal, the next step in the appeals process is arbitration. The arbitration will be non-binding. The matter will be submitted to a mutually-agreed-upon arbitrator or panel of arbitrators for a determination. The cost of the arbitration will be shared equally by the involved Contracting Party and the JPA.

(e) Litigation. If, after following the dispute resolution procedure set forth in paragraphs (a)-(d) above, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

Section 8.06 Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by the Contracting Parties either as required in order to carry out any of the provisions of this Agreement or for any other purposes of this Agreement.

Section 8.07 Enforcement by JPA. The JPA is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law. The rights and remedies of any party hereto are cumulative and not in the alternative.

Section 8.08 Severability. Should any part, term or provision of this Agreement be deemed by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.

Section 8.09 Waiver. Neither the failure nor the delay by any party hereto, in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Section 8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement.

Section 8.11 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Contracting Parties, respectively. No Contracting Party may assign any right or obligation hereunder without the written consent of the other Contracting Parties.

Section 8.12 New Contracting Parties. As new stations are identified and added to the IOS, those affected jurisdictions shall be added as a Contracting Party to this Agreement.

Section 8.13 Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits that apply to the activities of officers, agents or employees of a public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the officers, agents or employees of the JPA to the same degree and extent while engaged in the performance of any of the functions and duties of such officers, agents or employees extraterritorially under this Agreement.

Section 8.14 Fiscal Year. The fiscal year of the JPA, unless and until changed by the JPA, shall commence on the 1<sup>st</sup> day of July of each year and shall end on the 30<sup>th</sup> day of June of the next succeeding year.

Section 8.15 Legal Services. **The City Attorney for [\_\_\_\_\_]** shall be and act as attorneys for the JPA. In the event they are precluded from acting because of a conflict of interest or other legal impediment, the JPA may contract to employ independent counsel to advise and/or represent the JPA and the costs of independent counsel shall be shared equally by the Contracting Parties.

Section 8.16 Staff. The JPA shall not be obligated to employ existing individuals currently working at or for SCAG on MAGLEV/HST projects. The JPA shall provide appropriate office space for its staff with necessary equipment, including telephones, furniture, computers and other office supplies. Costs shall be proportionally distributed amongst the Contracting Parties.

Section 8.17 Further Assurances. The Contracting Parties agree, promptly upon request, to furnish, execute and deliver to each other all such further information, and to perform or refrain from performing all such actions, as the requesting Contracting Party may reasonably request for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereonto duly authorized and their official seals to be hereto affixed as of the date herein above written.

CITY OF LOS ANGELES:

Dated: \_\_\_\_\_

CITY OF LOS ANGELES, a municipal corporation

APPROVED AS TO FORM:

By: \_\_\_\_\_

ROCKARD J. DELGADILLO,  
CITY ATTORNEY

Its: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

CITY OF ONTARIO:

Dated: \_\_\_\_\_

CITY OF ONTARIO, a \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_,  
CITY ATTORNEY

Its: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

CITY OF WEST COVINA:

Dated: \_\_\_\_\_

CITY OF WEST COVINA, a \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_,  
CITY ATTORNEY

Its: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney