

November 22, 1996

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TO: BOARD OF DIRECTORS

FROM: JOSEPH E. DREW, CHIEF EXECUTIVE OFFICER

SUBJECT: COOPERATIVE AGREEMENT BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE CITY OF LOS ANGELES

Los
 Los Angeles County
 Metropolitan
 Transportation
 Authority

One Gateway Plaza
 Los Angeles, CA
 90012

213.922.6000

Mailing Address:
 P.O. Box 194
 Los Angeles, CA 90053

RECOMMENDATION

Authorize the Chief Executive Officer to enter into a Cooperative Agreement between the City of Los Angeles and the Los Angeles County Metropolitan Transportation Authority (MTA) to administer and operate a cleaning and graffiti abatement program utilizing the Hollywood Construction Impact Program (HCIP) funds for the period of February 1, 1997 through June 30, 1998 at a cost not to exceed \$500,000.

ORGANIZATIONAL IMPACT

The proposed agreement will provide for a continued program of cleaning and graffiti abatement to the Hollywood corridor impacted by Metro Rail construction. This program also serves to mitigate MTA's construction impacts along the Hollywood and Vermont Corridors.

BUDGET IMPACT

Sufficient funds for this program are budgeted through the HCIP. In 1992, the Board authorized \$16.7 million dollars for the HCIP program. A total of \$1,445,000 was budgeted for cleaning programs of which \$147,000 has been spent to date. The proposed program would cost \$500,000. Approval of the recommended action based on expenditures and encumbrances would leave a balance of approximately \$1,886,000.

ALTERNATIVES CONSIDERED

Alternatives include: 1) Continued participation in the Hollywood Chamber of Commerce Adopt - A - Block Program; 2) Terminating MTA involvement in the Adopt - A - Block Program and partnering with the City of Los Angeles to provide the cleaning services; or 3) Developing an MTA Request for Proposal for the cleaning services and conducting the work in-house. Due to a previous Board directive, staff did not consider the viability of not having a cleaning program.

BACKGROUND AND DISCUSSION

In 1992 the Board approved a program of enhanced mitigation for Hollywood Boulevard which included \$1,445,000 for cleaning programs. These programs included cleaning of: sidewalks, construction zones, surrounding buildings, windows and graffiti abatement.

MTA participates with the Hollywood Chamber of Commerce in the Adopt - a - Block Program along Hollywood Boulevard. This program provides MTA an opportunity to partner with an existing organization in the Hollywood community to provide this service. MTA adopted 17 blocks in Hollywood at a cost of \$6,800 per month. The cost includes both cleaning and graffiti removal services.

To date, \$147,000 has been spent on cleaning activities. If this agreement is approved, MTA will discontinue its participation in the Adopt-a-Block program. If this agreement is not approved, MTA will continue to participate in the Chamber of Commerce's Adopt-A-Block Program through June 30, 1997.

Recently, merchants and officials have asked MTA to consider an expanded cleaning program for Hollywood Boulevard during construction of Metro Red Line. It is believed that the program could be enhanced to provide a higher level of service.

The City of Los Angeles has offered to administer a contract, in partnership with MTA, to target local community organizations to provide services. The City is prepared to provide oversight of the program and ensure that the funds spent from HCIP are supplemental and will not replace Los Angeles City funds. The proposed program would cost \$500,000 and would begin January 1, 1997 through June 30, 1998. If a comprehensive program is not approved by the MTA Board, MTA could continue with its participation in the Adopt-A-Block program or contract with an agency to provide cleaning services on an as needed basis.

DBE PARTICIPATION

The proposed agreement will require DBE participation in the program through the City of Los Angeles.

ATTACHMENTS


Attachment 1 - Original program adopted in 1992;

Attachment 2 - Proposed Agreement

Attachment 3 - Scope of Work and Work Area

Attachment 4 - City of Los Angeles Information

Prepared by: Lupe C. Valdez



Rae James

Executive Officer, Communications and Customer Services



DECEMBER 3, 1992

MEMO TO: PLANNING AND MOBILITY IMPROVEMENT COMMITTEE - 12/9/92
MEETING

FROM: EXECUTIVE DIRECTOR

SUBJECT: METRO RED LINE HOLLYWOOD SEGMENT ENHANCED CONSTRUCTION PROGRAM

ISSUE

In order to meet the revenue operations date for Metro Rail Segment 2 and Segment 3 stations on Hollywood and Vermont Boulevards, three separate decisions must be made by the end of January 1993. Staff has completed the analyses which, if implemented as a package, could provide Hollywood with fully-functional, aesthetic transit stations that will attract auto commuters to transit. The project will be built with far less disruption than initially projected in the environmental documents and will include an unprecedented community-based business improvement program. Finally, all three Hollywood stations will be open at the earliest time possible to spur the revitalization of the District.

This memo addresses two key issues by describing staff recommendations for an enhanced business improvement program during construction and by recommending that the Hollywood/Highland station be built using enhanced cut and cover techniques rather than the mined technique previously authorized. A separate memo recommends action on transit enhancement changes in project scope that have been developed as a result of station area planning studies to enhance transit access and joint development potential at several Segment 2 stations.

This item is on the agenda as an information/possible action item because staff is uncertain whether the community and/or LACTC will be ready to act on any or all of the recommendations at the December 16, 1992 meeting.

RECOMMENDATIONS

- 1) Adopt an enhanced construction mitigation program for Hollywood Boulevard including those measures that address community and business concerns expressed by elected officials, community leaders and as a result of comments at public meetings and hearings. Other measures are included in the initial mitigation program adopted under CEQA and NEPA in the Hollywood Construction Impact Program, (see Attachment A).



Los Angeles County
Transportation
Commission

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Metro Red Line
December 1, 1992
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The recent deferral of the Melvin Simon Company project at Hollywood/Highland, has resulted in a suitable construction laydown site being available. By using the cut and cover technique, the construction schedule can be reduced by one year so that the Hollywood/Highland station can open for service prior to completion of the other Segment 3 stations..

In addition to these actions, 22 specific mitigation and business improvement strategies have been developed to address community concerns. (See Attachment A). These strategies fall into three types, as follows:

1. Mitigations required in the 1989 FSEIS/FSEIR, the preceding Metro Rail federally-approved EIS's, and EIR's related historical/cultural agreements that principally mitigate significant physical impacts caused by the construction or operation of Metro Rail on Hollywood Blvd.
2. Mitigations initiated by the RCC staff beyond the EIS to ensure that the LACTC minimizes adverse economic affects to the tourist market and Hollywood Boulevard retailers during construction. Some of these were developed as a result of MOS-1 and Blue Line experience. Others were proposed to address the unique Hollywood retail and community needs.
3. Mitigations incorporated as a result of proposals by others. These included mitigation measures developed to address 14 issues raised by elected officials, issues raised at public hearings and meetings, and numerous suggestions of the CRA and community leaders with significant constituencies and sometimes contrasting views.

The mitigation plan provides uniquely tailored protection to the historic district and retail and entertainment communities during construction, yet it does not adversely affect the ability to meet the revenue operation data for the subway stations or tunnels under Hollywood Boulevard. The plan also includes creation of Hollywood Metro Advisory Committee that will be used to monitor implementation of the business enhancement strategies and recommend modifications to the elements and budgets within the \$27 million program as construction progresses.


CUT AND COVER vs. MINED STATION CONSTRUCTION

Since the LACTC authorized the RCC to construct the Hollywood/Highland station by mining methods, the RCC and EMC

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no adjacent off-street construction staging area available, because the Simon site is available and the station can be built from off of the street, RCC and LACTC staff recommend that the Hollywood/Highland Station be constructed using the same cut and cover methods as the other two stations on Hollywood Boulevard.

PREPARED BY: STEVE LANTZ
Director, Westside Area Team


NEIL PETERSON
Executive Director

00251

PROJECT DESCRIPTIONS AND MAJOR EXPENDITURE ELEMENTS

BUS AND RAIL OPERATIONS

\$634.3 Million

MTA will operate 6.5 million bus revenue service hours during FY 94-95. These operations involve a total bus fleet of over 2000 buses.

The MTA also will operate 75,300 Blue Line light rail revenue service hours and 19,300 Red Line heavy rail revenue service hours.

RAIL CONSTRUCTION PROJECTS

Metro Red Line Segment 1

\$11.9 Million

The 4.4-mile, 5-station Red Line Segment 1 project, which connects Union Station to Westlake/MacArthur Park, opened for revenue service in January 1993. The project team will conclude contract and financial close-out on Federal and State grants and will resolve internal financial issues.

Metro Red Line Segment 2

\$261.2 Million

The Wilshire Corridor extends from the Westlake/MacArthur Park Station northwest to Wilshire/Vermont, and west along Wilshire Boulevard to Western Avenue terminating at the Wilshire/Western station. The FY 94-95 budget includes costs for continuing station installations, rail bed and rail, fire sprinklers, automatic train control, traction power, air handling, and communications.

The Vermont/Hollywood Corridor extends north from Wilshire/Vermont along Vermont Avenue, turning west along Hollywood Boulevard to the Hollywood/Vine station. This corridor terminates at the tail track immediately west of the Hollywood/Vine station. The FY 94-95 budget includes costs for the completion of tunneling for all stations; the initiation of concrete installation for tunnel liner; the awarding of shop drawings; initiation of fabrication; and the securing of excavation support for the Vermont/Hollywood corridor.

Metro Red Line Segment 2 Transit Enhancements/ Construction Mitigation

\$25.8 Million

Red Line Segment 2 Transit Enhancements/Construction Mitigation includes several components related to improvements along the Vermont Avenue and Wilshire

Hollywood Boulevard Metro Red Line Four-Year Program of Business Enhancements/Construction Mitigations		Budget (In Millions)
1.	Sidewalks maintained at 10-foot during business hours. Hollywood Boulevard will not be widened by reducing the size of sidewalks.	2.600
2.	Two daily cleanings of sidewalks, construction zones, surrounding buildings, windows and graffiti under contract with a local non-profit organization. Hollywood/Highland will be cleaned three times daily	1.445
3.	Extensive signage program for Hollywood businesses, including regional billboards.	1.600
4.	Aggressive parking program developed by consultants to include Metro Valet parking, 3-hour validations, validation incentives for business owners, parking lot enhancements to allow stacked parking on adjacent lots.	3.920
5.	Heavy construction work hours limited from midnight to 9 a.m. seven-days-a-week. If LA DOT concurs, Hollywood/Highland heavy construction will be staged from 2 a.m. to 11 a.m. to accommodate movie theaters.	N/A*
6.	Security on construction sites at all times plus additional funding to CRA for supplemental security surrounding construction zones under the Hollywood Cooperative Security Project.	2.291
7.	Public affairs staff will be on Hollywood Boulevard 7-days a week, 12-hours per day with direct access to the RCC Resident Engineer to whom contractors report.	1.548
8.	Special RCC construction accommodations for premieres and other special theater events, major parades and festivals will include work shut downs, cleanings, directional signage, event advertising, and special tourist displays.	1.450
9.	RCC-hired marketing consultants will provide ongoing marketing, advertising, public agency and customer-base expansion assistance to Boulevard merchants.	3.000
10.	RCC will provide regional and local advertising in magazines, newspapers and flyers to promote commerce in Hollywood. Information will also be provided in movie trailers and visitors guides.	2.420
11.	An RCC lighting consultant will provide design concepts to enhance the lighting around construction zones with the objective of providing enhanced security and theatrical excitement to the Boulevard.	.500
12.	At the Hollywood/Highland station, construction access and soil haul limited to two sites north of Hollywood Boulevard (no trucking will be needed from south side of the Boulevard). The construction staging site initially needed behind the El Capitan Theater will not be needed. This also reduces construction impacts on Hollywood High School.	N/A*
13.	Construction staging area fencing will be designed by the ARTS program. Fencing used along the sidewalk will not obscure signage or visibility of stores.	.310
14.	All street decking in station areas will be built at street level. Parking lanes along Hollywood Boulevard at Hollywood/Highland will be closed only when necessary for immediate construction activity. There will be no permanent street lane closures during construction. Since construction access to the underground stations will be from off-street construction staging areas, once the utilities are relocated and docking is in place, the construction will be comparable to mining. No equipment will be stored on street (other than on McCadden Place). In-street material storage will be held to a minimum and stacked no higher than 4 feet on the decking. Glassphalt will be used to repave street areas that have it	N/A*

COOPERATIVE AGREEMENT

By and Between

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

and

THE CITY OF LOS ANGELES

THIS COOPERATIVE AGREEMENT (the "Agreement") is entered into as of _____, 19____, by and between the CITY OF LOS ANGELES BOARD OF PUBLIC WORKS (Operation Clean Sweep), a municipal corporation, (hereinafter referred to as the "THE CITY"), and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity (hereinafter referred to as the "AUTHORITY").

R E C I T A L S

WHEREAS, the Authority has participated with a non-profit, community based organization for cleaning and graffiti abatement services through the Hollywood Chamber of Commerce "Adopt-A-Block" Program ; and

WHEREAS, the Authority's Board has provided funds cleaning and graffiti abatement services and other services when appropriate as part of a program of construction mitigation of construction impacts known as the Hollywood Construction Impact Program (HCIP) which includes provisions for cleaning and graffiti abatement with a community based organization; and

WHEREAS, the City of Los Angeles has a established program through its Public Works Department that can provide an array of cleaning services for Hollywood Boulevard.

NOW, THEREFORE, in consideration of and reliance upon the foregoing and upon the covenants, agreements, representations and warranties herein contained, the parties agree as follows:

Article I - SUBJECT OF AGREEMENT

Section 101 - Purpose of Agreement

- A. The City shall administer and operate the graffiti abatement program for MTA in the Hollywood Corridor. The Hollywood Corridor includes the area of Hollywood Boulevard bordered by LaBrea on the west, Vermont on the east, Franklin on the North and Fountain on the south. This includes selecting a community based organization as the cleaning and graffiti abatement contractor through a

- Request for Proposal ("RFP") process, entering into a contract with the selected community based organization with a term commencing on the date of execution of the contract through the balance of the 1996-1997 Fiscal Year ("FY 97"), overseeing the activities of the Contractor and paying the Contractor for services rendered.
- B. The Authority shall transfer to The City \$100,000 to initiate the cleaning program for Hollywood. After cost for the program will be reimbursed on a quarterly basis. Beginning June 1997, September 1997, December 1997, March 1998 and June 1998. The contract cost should not exceed \$500,000.
- C. It is further intended that this Agreement be renewable annually subject to the availability of funds and continuation of the program of construction mitigation for the Hollywood Corridor.

Section 102 - Parties to the Agreement

- A. The City of Los Angeles, is a municipal corporation organized and existing under the laws of the State of California and the Los Angeles City Charter, having its principal office at 200 North Spring Street, Los Angeles, California 90012. For the purposes of this Agreement, the City's Representative shall be the Department of Public Works, Operation Clean Sweep having its principal office at 200 N. Spring Street, Room 353, Los Angeles, California 90012.
- B. The Los Angeles County Metropolitan Transportation Authority, California, a public entity, exercising governmental powers, and organized and existing under PUC 130050.1, having its principal office at 1 Gateway Center, Los Angeles, California 90012. For the purposes of this Agreement the Authority's representative shall be the Chief Executive Officer of the Authority, or other official as the Authority may designate.

Section 103 - Relationship of the Parties

The relationship of the parties under this Agreement is and at all times shall remain solely that of an independent contractor to each other. Neither party undertakes nor assumes any responsibility or duty except as expressly provided for herein. Except as specified in writing, neither party shall have any authority to act as an agent for the other or to bind the other to any obligation.

Article II - OBLIGATIONS OF THE PARTIES

Section 201 - Statement of Work

- A. The following are the duties and obligations of the Authority and The City pursuant to this Agreement.

Section 202 - Authority Obligations

- A. Scope of Work: The Authority shall provide The City with a "Scope of Work" which describes the cleaning and graffiti removal work to be performed in a Service Area, as defined below, and the time for performance (the "Term") (the "Scope of Work").

The Authority, by mutual agreement with The City, may amend the Scope of Work in any fiscal year. Each amendment shall be an independent work request pertaining to a specific Service Area with its own funding source which shall be transmitted to The City in accordance with Subsection C below.

- B. Area to be Served: The Authority shall provide to The City within the Scope of Work a description of the geographic area where the work is to be performed (the "Service Area"). Also attached hereto and incorporated herein as Attachment 2 is the map of the Service Area.
- C. Financial Obligation: The Authority shall affix a financial amount to a Scope of Work which shall provide to The City sufficient funds for The City to meet the financial obligation of a contract with a Contractor to perform a Scope of Work for a fiscal year, or portion thereof (the "Financial Obligation"). The cumulative total of all of the Scopes of Work for any fiscal year (FY) shall be the "Annual Financial Obligation".
1. FY 97/98 Financial Obligation: The Annual Financial Obligation for fiscal years 1997 and 1998 shall be the maximum amount of five-hundred Thousand Dollars (\$500,000), \$250,000 for FY 97 and \$250,000 for FY 98, for the Hollywood Scope of Work.
 2. FY 97 Payment Schedule: The Authority shall transmit within 90 days of the execution of this agreement the total Annual Financial Obligation for Fiscal Year 1997 to Board of Public Works Contractual Services for placement in an Account Number to be provided to the Authority by The Board of Public Works Contractual Services on the effective date of this agreement.
 3. The FY 98 Payment Schedule: The Authority after authorization from the Chief Executive Officer or designee, make the Annual Financial Obligation Payment for the Scope of Work in two payments. The first payment of \$125,000 of the Financial

Obligation for shall be made by August 1, 1997.

The second payment of \$125,000 of the Financial Obligation shall be made within 30 days of a written request in the form of an invoice for payment by The City which request shall be transmitted to the Authority upon completion by January 1, 1998. Both payments of the Financial Obligation for FY 98 shall be transferred to the Board of Public Works Contractual Services as described above for placement in Account Number that is to be provided to the Authority prior to August 1, 1997.

4. Future FY Financial Obligations: The Authority Chief Executive Officer or designee or Authority Board, and City Council, as required, shall authorize the Financial Obligation for the Scope of Work dependent upon renewal of this agreement.
5. Future Financial Obligations Payment Schedule: The Authority shall, after authorization from the Chief Executive Officer or designee, make the Financial Obligation Payment for the Scope of Work in two payments. The first payment of one-half of the Financial Obligation shall be made within thirty days of execution of a letter agreement entered into by the Parties extending the terms of the Agreement, authorizing the Scope of Work and a relevant Financial Obligation pursuant to Section 406.

The second payment of such a Financial Obligation shall be made within 30 days of a written request in the form of an invoice for payment by The City, which request shall be transmitted to the Authority upon completion of one-half of the Term of the Scope of Work.

The City shall advise the Authority of the account number where the Financial Obligation is to be placed.

Section 203 - The City Obligations

A. Contract Award:

1. The City shall perform all of the steps necessary to award a public works contract, for a fiscal year, in compliance with State of California and City of Los Angeles requirements to a community based organization capable of performing all of the work detailed in the Scope of Work (the "Contractor").

2. The City shall enter into a contract for a fiscal year, or portion thereof, with the Contractor to perform the Scope of Work in the Service Area. The contract shall meet all City requirements for insurance and MBE/WBE/OBE goals.

B. Contract Administration

1. The City shall be responsible for assuring that the Contractor is performing the work described in the Scope of Work.
2. Upon the receipt of satisfactory evidence of performance, The City shall provide payment to the Contractor from the Financial Obligation for the Scope of Work.
3. Satisfactory evidence of performance shall be based upon the submission of records and monthly reports from the Contractor and site inspections to the Service Area by The City staff.
4. Upon receipt of evidence of performance from the contractor, The City shall complete the MTA HCIP Report of Expenditure and return to the Authority Public Affairs Department within five (5) working days (attachment 3).

Article III - Record Keeping

Section 301 - Accounts and Records

- A. The City shall maintain complete and accurate books of account and records for all funds utilized under this Agreement, including records which will permit a speedy and effective audit and which will fully disclose the amount and the disposition by The City of the Annual Financial Obligation. The City shall require the Contractor to maintain all financial and operating records, reports and statements. The City and the Contractor shall maintain records for a minimum of Ten (10) years unless otherwise required by, federal, state or local funding regulations.
- B. The City and the Contractor shall furnish the Authority such financial, operating, and statistical reports, records statements and documents relating to their performance hereunder at such times, in such forms and accompanied by such supporting data, all as may reasonably be required from time to time by the Authority.

Section 302 - Access to Records; Audits

The City and Authority officials shall have full and free access to all books, papers, documents and records of The City and the Contractor that are pertinent to their performance under this Agreement, including the right to audit, and to make excerpts and transactions and reports, and the compliance with laws, regulations and administrative requirements.

Article IV - General Provisions

Section 401 - Indemnification

- A. In contemplation of the provision of Section 895.2 of the Government Code of State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, costs or expenses that may be imposed upon such other party solely by virtue of said Section 895.2 of said Code. The provisions of Section 2778 of California Civil Code are made a part hereof as if fully set forth herein.

Section 402 - Service Notices

- A. The representatives of The City and Authority are hereby authorized to administer this Agreement and are designated to receive all formal notices, demands and communications.
- B. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

Section 403 - Default or Breach

Failure to perform a material obligation under this Agreement shall be a default or breach of the Agreement. A material obligation shall be considered any failure to supervene any provision of this agreement and/or the Scope of Service. The non-defaulting party shall give written notice of the breach to the party in default. The party in default shall have forty-five (45) days to cure or commence to cure the breach (the "Cure Period"). Upon termination of the Cure Period, the non-defaulting party shall have, to the fullest extent permitted by law or in equity, the right (in addition to any rights or remedies in this Agreement specifically provided) to:

1. Maintain any and all actions at law or in equity against any party to enforce the correction of any such default or breach or to enjoin any such default or breach; or
2. Suspend project operation in accordance with Section 403 of the Agreement; or
3. Terminate the Agreement in accordance with Section 404 of the Agreement.
4. Failure to act upon a breach shall not be considered a waiver of rights under this Agreement.

Section 404 - Suspension

- A. Either party may suspend funding of all or part of the project operations for failure of the other party to comply with the terms and conditions of this Agreement. Suspension may be accomplished by giving written notice which shall be effective upon receipt and which shall cause repayment of all unexpended funds.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the party notified of such failure shall reply in writing setting forth the corrective actions which will be undertaken, subject to approval in writing of other party.

Section 405 - Termination of Agreement

- A. The parties to the Agreement shall have the right to terminate this Agreement:
1. In the event that the other party is in default of its material obligations under the Agreement.
 - a. In the event of a default, the party seeking to terminate the Agreement shall give Thirty (30) days written to the other party, specifying the cause of the default.
 - b. The party in default shall have the Cure Period from the date of mailing of such notice to cure the default.
 - c. The termination of the Agreement shall not be effective unless the party in default fails to cure the default within the Cure Period.
 2. Upon mutual agreement of the parties.
 3. Upon both party's completion of all activities required to be undertaken in this Agreement.
- B. The parties shall seek to resolve any disputes which may arise hereunder by meeting as frequently as may be necessary to reach accord with respect to any such disputes. It is the express intent of the parties to this Agreement that any such disputes shall be resolved by means other than termination and/or litigation. Notwithstanding the foregoing, The City and the Authority reserve the right, at their option, to terminate this Agreement as provided herein.
- C. In the event of termination of all or part of this Agreement, the Authority shall pay to The City an amount sufficient to reimburse the Contractor for all work performed, but if paid in advance City must return excess funds to MTA.

Section 406 - Agreement Renewal

This Agreement may be renewed on expiration and thereafter annually at each fiscal year end (June 30), upon the authorization of the Authority and the City, subject to the availability of funds. Each such renewal agreement shall be in writing, executed by the authorized representatives of the Parties, or their designees, and shall include a Scope of Work and amount of the Financial Obligation.

Section 407 - Assignment of Agreement

This Agreement, except as provided, may not be assigned without the prior approval of the City or MTA.

Section 408 - Conflict of Interest

- A. No member, official or employee of the Authority or the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly, interested.
- B. Each party shall comply with all relevant City, State and Federal rules and regulations with respect to conflicts or interest.
- C. Each party warrants that it has not been paid, paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement or benefit from this Agreement.

Section 409 - Non-liability of Officials and Employees

No member, official or employee of the City or the Authority shall be personally liable to the other party, or any successor interest, in the event of any default or breach by the City or the Authority, or for any amount which may become due to the City, Authority or successor, or on any obligations under the terms of this Agreement.

Section 410 - Enforced Delay: Extension of times of Performance

- A. In addition to specific provision of this Agreement, performance by the parties hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transit; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, or supplier; acts of the other parties; acts or failure to act of any public or governmental Authority (other than the party in default);

or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be before the period of the enforced delay and shall commence to run from the time of the commencement of the cause.

- B. Times of performance under this Agreement may be extended by written agreement by The City and the Authority.

Section 411 - Discrimination Prohibited

No person shall, on the grounds of race, religion, ancestry, color, national origin, sex, sexual preference, age or physical handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this project.

Section 412 - Nondiscrimination, Equal Employment Practices, and Affirmative Action Program

The City shall comply with the nondiscrimination and affirmative action provisions of the laws of the State of California and the City. In performing this Agreement, the City shall not discriminate in its employment practices against any employee, or applicant for employment because of such person's race, religion, ancestry, color, national origin, sex, sexual preference, age or physical handicap.

Section 413 - Approvals

Whenever the consent or approval by either party is required hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

Section 414 - Captions

The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope meaning or intent of these conditions.

Section 415 - Plain Meaning

This Agreement is product of negotiations between The City and the Authority and is not to be construed against or in favor of one party or the other. The plain meaning of the terms of the Agreement are to be used.

Section 416 - Subcontracting

All contracts and subcontracts awarded by The City in accordance with this Agreement shall incorporate all applicable City and State rules and regulations.

**Article V - ENTIRE AGREEMENT, WAIVERS, AMENDMENTS, SEVERABILITY,
AND CHOICE OF LAW**

Section 501 - Entire Agreement

- A. This Agreement shall be executed in _____ (___) duplicate originals, each of which is deemed to be an original. This Agreement includes thirteen (13) pages and two (2) attachments which constitute the entire understanding and agreement of the parties.
- B. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the Hollywood Construction Impact Program.

Section 502 - Waivers and Amendments

- A. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the parties to the Agreement
- B. No waiver by any party or a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of a breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
- C. All amendments hereto must be in writing and signed by the appropriate authorities of the Authority and The City. Such amendment shall not require the consent of any other person or entity having an interest in the Site.

Section 503 - Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other person or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

Section 504 - Choice of Law Governing This Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Article VI - TIME FOR ACCEPTANCE OF THIS AGREEMENT BY THE CITY;
DATE OF AGREEMENT**

This Agreement, when executed by the Authority and delivered to the City, must be approved, executed and delivered by the City to the Authority within sixty (60) days thereafter, unless extended by mutual agreement, or this Agreement may be terminated by the Authority on written notice to the City. The date of this Agreement shall be October 1, 1995 and shall remain in effect until terminated pursuant to Section 405.

IN WITNESS WHEREOF, the parties hereto have each caused the Agreement to be executed by their duly authorized representatives.

City of Los Angeles

Date: _____

By: _____

APPROVED AS TO FORM:

JAMES K. HAHN, City Attorney

Date: _____

By: _____
City Attorney

THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

Date: _____

By: _____
Chief Executive Officer

APPROVED AS TO FORM:

DEWITT CLINTON, County Counsel

Date: _____

By: _____
DEPUTY COUNTY COUNSEL

ATTACHMENT 3

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

SCOPE OF WORK

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

PROPOSED

SCOPE OF WORK

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