

MEETING DATE: **04.20.09**

AGENDA ITEM: **Joint Item to Consider a Memorandum of Understanding with the Los Angeles County Metropolitan Transit Authority and the Exposition Metro Line Construction Authority Related to Redevelopment of Agency Owned Property Located at the Northwesterly Corner of Washington and National Boulevards – AKA “The Triangle Site”.**

ATTACHMENTS

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CULVER CITY

AND

THE CULVER CITY REDEVELOPMENT AGENCY

AND

THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

AND

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

CONCERNING THE EXPO LRT PROJECT,

THE CONSTRUCTION OF CERTAIN PARKING FACILITIES,

AND THE CULVER CITY REDEVELOPMENT PROJECT

D R A F T

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and among the Exposition Metro Line Construction Authority (“Authority”), the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), the City of Culver City, a municipal corporation (“City”) and the Culver City Redevelopment Agency a public body, corporate and politic (“Agency”) (which parties are sometimes collectively referred to herein as the “Parties”).

WHEREAS, Authority is a public entity created by the California State Legislature pursuant to PUC section 132600 for the purpose of awarding and overseeing final design and construction contracts for the completion of the Los Angeles - Exposition light rail transit project from Metro Rail station at 7th and Flower streets in the City of Los Angeles to the Downtown area of the City of Santa Monica (the “EXPO LRT Project”); and

WHEREAS, City is a municipal corporation created and empowered in accordance with its charter and the constitution of the State of California; and

WHEREAS, LACMTA is a public entity created by the California State Legislature pursuant to PUC sections 130050 et. seq. for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County; and

WHEREAS, Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and is carrying out the Culver City Redevelopment Project (the “Redevelopment Project”) in which a portion of the EXPO LRT Project is to be located; and

WHEREAS, the Agency is in the process of implementing the redevelopment of a portion of the Redevelopment Project which abuts the EXPO LRT Project, known as the “Washington National Project”; and

WHEREAS, Phase 1 of the EXPO LRT Project is an approximately 9 mile light rail line extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard, and traversing through and ending at the aerial Washington/National station (also sometimes referred to as the Venice/Robertson station) in a portion of the community located within the jurisdiction of City and Agency (“Phase 1”); LACMTA took action specifically to eliminate from further consideration the Washington/National At-Grade Station, which included at-grade rail crossings of Washington and National Boulevard, and the proposed EXPO LRT Project shall not include such at-grade station. The proposed EXPO LRT Project Washington/National station and ancillary improvements to be located within the

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LACMTA Parcel (as defined below) is illustrated on Exhibit “A” and shall be referred to herein as the “EXPO Station”; and

WHEREAS, the Parties desire to cooperate in connection with the EXPO Station and the Washington National Project by providing for certain transfers of interests in real property and by undertaking certain expenditures and related commitments to enhance the implementation of their respective projects in a manner consistent with the interests of all the Parties; and

WHEREAS, the Parties desire to develop and enter into this MOU to accommodate mutual needs for parking and related facilities and understandings in connection with the construction and operation of the EXPO Station and the redevelopment of the Washington National Project.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, Agency, Authority and LACMTA agree to enter into this MOU as follows:

I. PURPOSE AND INTENT

A. The purpose and intent of this MOU is to provide in accordance with the provisions of this MOU for the establishment of (i) the full execution and recordation of an option agreement providing for the conveyance to the Agency of a perpetual parking facility easement described in Section III below (the “Agency Parking Easement”) located within certain right of way owned by LACMTA and used in connection with the EXPO Station more particularly described in Exhibit __ (the “LACMTA Parcel”)(such option agreement is hereinafter referred to as the “Option Agreement”); (ii) the reimbursement by Agency of certain costs to be incurred by LACMTA and/or Authority for redesign and construction costs necessary to accommodate the Agency Parking Easement; (iii) LACMTA’s temporary and permanent parking rights within the Washington National Project and/or the Agency Parking Easement; and (iv) other matters related to the implementation of the EXPO Station and the Washington National Project in the mutual best interests of the Parties.

B. The Parties intend that the planning, development and construction of the EXPO Station and the Washington National Project set forth in this MOU be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence. A general timeline for execution of the projects is presented in Exhibit B.

II. AGENCY PARKING EASEMENT OPTION

For valuable consideration, including without limitation the performance by Agency of its obligations under the MOU, LACMTA commits and agrees to enter into the Option Agreement with Agency consistent with this MOU providing Agency with a

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binding recorded option to acquire the Agency Parking Easement on the following terms and conditions:

- A. The Option Agreement shall be entered into and recorded prior to or concurrently with the Agency making or providing payment or funding for any cost of construction of the alternative design referred to in Section IV;
- B. The Option Agreement shall have a term of twenty (20) years; if the Agency fails to exercise the option to receive conveyance of the Agency Parking Easement in accordance with the terms and conditions of the Option Agreement within such twenty (20) year period the Option Agreement shall expire and be of no further force or effect, and LACMTA shall, upon and after such expiration, no longer be obligated to convey the Agency Parking Easement to the Agency;
- C. The Agency shall be required to reasonably satisfy the following conditions precedent to its exercise of the option contained in the Option Agreement:
 - 1. The Agency shall have completed construction drawings for the Parking Garage to be constructed by Agency within the Agency Parking Easement Area, and such drawings shall be approved by any governmental agency having jurisdiction thereover and by the Authority pursuant to Section III.A below;
 - 2. The Agency shall have obtained all permits required by any governmental agency having jurisdiction thereover for construction of the Parking Garage;
 - 3. The Agency shall have provided Authority with reasonably satisfactory evidence that the Agency has sufficient funding or other financial arrangements so as to be able to pay for the cost of the construction of the Parking Garage;
- D. The Option Agreement shall be superior to any lien, encumbrance, mortgage, deed of trust, easement, lease, right of possession or other interest in real property in or related to the Agency Parking Easement Area;
- E. No payment of any amount nor any other consideration shall be required of the Agency for the Option Agreement other than the performance by the Agency of its obligations under this MOU to make the reimbursement payments to LACMTA required by Paragraph IV below; and
- F. The Agency shall have the right to terminate its rights under the Option Agreement at any time, in which case the Agency shall no longer have any duty to provide the Temporary Spaces or EXPO Spaces to LACMTA as set forth below.

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III. AGENCY PARKING EASEMENT

A. For valuable consideration, including without limitation the performance by Agency of its obligations under the MOU, and in the event the Agency timely exercises the option contained in the Option Agreement in accordance with all applicable terms and conditions set forth in the Option Agreement and summarized in Section II above, LACMTA shall grant to the Agency the Agency Parking Easement free of LACMTA possession other than the EXPO Spaces when completed, which shall be a perpetual non-exclusive surface easement and a perpetual exclusive subterranean and at grade easement to construct, operate, maintain, repair and reconstruct parking in the LACMTA Parcel situated in the Cities of Los Angeles and Culver City, County of Los Angeles, and State of California, more particularly described on Exhibit C and illustrated on Exhibit D (attached hereto and by this reference made a part hereof) and to be used for the construction, operation, maintenance, repair and reconstruction of facilities for the parking of vehicles and related ancillary uses customary in a structured parking garage, to serve the Washington National Project (the "Parking Garage"), and, at a location within the Agency Parking Easement to be reasonably agreed to by the Parties, and subject to the terms and conditions set forth herein and in the Agency Parking Easement, permanent parking spaces to serve the EXPO Station, and reserved by LACMTA concurrently with the grant of the Agency Parking Easement, as described in Section VI.C below (the "EXPO Spaces"). No payment of any amount nor any other consideration shall be required of the Agency for the conveyance to Agency of the Agency Parking Easement other than the performance by the Agency of its obligations under this MOU and the Option Agreement, including without limitation the payment of reimbursements required by Paragraph IV below.

B. In consideration for entering into this MOU and the Option Agreement, Agency shall: (i) pay the amounts necessary to reimburse LACMTA and the Authority for the redesign and the extra costs to construct the redesigned alternative, as set forth in Paragraph IV below; and (ii) grant to LACMTA the Temporary Spaces as set forth in Paragraph VI below.

C. Agency shall have the right, but not the duty, to construct, develop, maintain and use the Agency Parking Easement for the Parking Garage to serve the Washington National Project and to provide the EXPO Spaces to serve the EXPO LRT Project. Any such construction and development shall be subject to the approval of any governmental entity which may have legal jurisdiction over such construction. LACMTA shall have the right to reasonably approve plans and specifications for the Parking Garage based solely on the following criteria: (a) whether there is adverse impact on the structural integrity of the EXPO LRT Project; (b) whether there is adverse impact to operation and maintenance of the EXPO LRT Project; the Parties agree that the construction of the Parking Garage and the performance by LACMTA and Authority of their obligations under this MOU and any agreement referred to or in this MOU or entered into pursuant to this MOU are not adverse impacts to operation and maintenance of the EXPO LRT Project; (c) the reasonable location and proximity of the Expo Spaces to station access for patrons; (d) confirmation that garage is designed and will be constructed within the Agency Parking Easement area; and (e) provision of bicycle racks

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and lockers. Once LACMTA has approved conceptual plans for the Parking Garage based on the criteria set forth above, the approval of subsequent levels of design and construction plans shall also be based on the criteria set forth above and shall be governed by the “deemed approved” procedures of Exhibit _____. LACMTA will expeditiously review and not unreasonably withhold approval of the Parking Garage design and plans, and agrees to review and approve or disapprove such plans within 30 days of submittal by or on behalf of Agency. Any disapproval of plans shall be accompanied by a written statement delivered to Agency within said 30 day period specifying detailed reasons for any such disapproval.

D. The Agency shall bear the costs of developing, constructing, maintaining and repairing any and all improvements that the Agency may construct within the Agency Parking Easement area; provided however that LACMTA shall be responsible for payment of the costs and expenses of the operation, maintenance and repair of the EXPO Spaces, not to exceed the amount of such costs LACMTA and Authority would have incurred to operate and maintain its outside lot as originally anticipated. The Agency Parking Easement shall include provision for construction, staging and storage easements at the surface as well as subterranean levels of the LACMTA Parcel as reasonably requested by Agency in order to develop and construct the Parking Garage within the Agency Parking Easement; provided, however, such use meets the plan review criteria set forth in Section III.C above.

E. The Agency Parking Easement shall also include provision for non-exclusive use by both LACMTA and Agency and their patrons and employees of the surface of the LACMTA Parcel for vehicular and pedestrian access to and egress from the Parking Garage; provided, however, such use meets the plan review criteria set forth in Section III.C above.

F. The Agency shall have the right from time to time to assign in whole or in part any or all of its rights under the Option Agreement and/or the Agency Parking Easement to any public and/or private persons or entities as deemed by the Agency to be necessary or desirable in order to implement the Redevelopment Project, including but not limited to encumbrances, assignments and transfers of security interests for the benefit of lenders and other third parties involved in the financing of the Washington National Project, together with lender protection language typical of parking facility reciprocal easement agreements generally in use in Southern California; provided however that the Agency shall consult with LACMTA (i) prior to any selection of a developer for the Washington National Project and (ii) prior to any assignment or transfer of the completed Parking Garage so as to ensure that the owner of the Parking Easement and the operator of the Parking Garage have sufficient experience and financial standing for the operation of the Parking Garage in a manner consistent with the purposes of this MOU and beneficial to the Parties.

IV. AGENCY REIMBURSEMENT OF COSTS

A. Subject to the Agency’s right of termination set forth below in this paragraph, Agency shall reimburse LACMTA for the actual and reasonable costs

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incurred and paid for by LACMTA and/or Authority to redesign the EXPO Station and to pay for construction costs as necessary to construct the alternative design referred to below in the Agency Parking Easement area, subject to the prior reasonable written approval of Agency Executive Director based upon reasonably satisfactory evidence and documentation provided to Agency by LACMTA and/or Authority.

This MOU shall constitute a commitment of the Agency to pay for the first \$350,000 of such alternative design construction costs in accordance with the terms hereof, and, effective May 15, 2009 so long as Agency shall not in its discretion have terminated this MOU, shall constitute a commitment of Agency to pay for the balance of such alternative design construction costs (such remaining balance estimated to be \$2.45 million) in accordance with the terms hereof.

As to such redesign costs, the Authority has requested its contractor to provide an alternative design for the EXPO Station at the Agency's cost and expense to accommodate the Parking Garage in the Agency Parking Easement, such redesign cost and expense has been established by the parties as a sum not to exceed \$250,000, and, as of the date hereof Agency has paid \$83,333 towards such sum. Upon completion of the alternative design, the Authority's contractor shall provide a cost estimate to construct the alternative design. The Authority shall provide such cost estimate to the Agency and if such cost estimate exceeds the estimated cost of the presently contemplated station of \$2.8 million (the "Excess Costs"), Agency shall have the right either (i) to terminate this MOU; or (ii) to elect to pay the Excess Costs. In the event the Agency does not so terminate, the Authority shall proceed with a change order for the alternative design and the Agency shall have no further rights to terminate this MOU; the Authority shall then proceed with the construction of alternative design and Agency shall pay for the Excess Costs.

B. If Agency elects to terminate this MOU as provided in Section IV.A above, and in the event neither LACMTA nor the Authority elect to pay for the Excess Costs, this MOU shall be null and void and of no further effect and Agency shall have no obligation to pay for construction costs associated with the alternative design to LACMTA under this MOU; provided, however, the Agency shall remain responsible for the redesign costs associated with the alternative design.

C. The Agency reimbursement of the alternative design construction costs referred to herein shall be funded by the Agency as follows: Agency and Authority shall enter into a Funding Agreement consistent with the provisions of this MOU which shall require Agency to deposit into an interest bearing account (i) the sum of \$350,000 no later than the time required to pay the contractor for Agency's share of the structural steel costs, and (ii) the remaining balance of such construction costs (such remaining balance estimated to be \$2.45 million) on or before the execution and recordation of the Option Agreement referred to in Section II, and on a schedule consistent with the progress of construction. Authority shall have the right to draw funds from such account on a progress payment basis, subject to approval of reasonable documentation therefor by Agency, to pay for the construction of the alternative design. All interest earned on the account shall be paid to Agency as and when earned.

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D. Change orders to the construction of the alternative design will be handled as follows:

1. The change order shall be subject to the reasonable approval of the Agency as to whether a reasonable relationship exists between the change order and the Agency's reimbursement obligations. The Agency will not unreasonably withhold such approval. Authority agrees to consult with the Agency on all change orders to provide Agency with advance notice of a proposed change order to the extent feasible. Agency will have the right to have a representative attend all meetings with the contractor regarding such construction and any proposed change orders.

2. If a change order is required due to changed conditions and exceeds the Excess Costs, and is approved by Agency pursuant to the immediately preceding sub-paragraph: Agency will request the Agency Board approve of such increased costs. If no additional funds are available or authorized, Agency will pay Authority for any reimbursement costs incurred to date and any termination costs associated with terminating the work involved.

3. If a change order is initiated at Agency's request, so long as there is no impact on Authority's schedule, Authority will consider the change but will require Agency to pay for the change in advance.

V. CONSTRUCTION OF ISOLATION WALL

Agency shall construct or at its option cause the construction by the Washington-National Project developer of the "Isolation Wall" for the Station at no cost to LACMTA or Authority consistent with plans mutually approved therefor by the parties. Authority will expeditiously review and not unreasonably withhold approval of the wall design and plans for consistency with the criteria set forth in Section III.C(a), and agrees to review and approve or disapprove such plans within 20 days of submittal by or on behalf of Agency, subject to the "Deemed Approved" provisions of Exhibit __. Any disapproval of plans shall be accompanied by a written statement delivered to Agency within said 20 day period specifying detailed reasons for any such disapproval.

The Isolation wall shall be constructed and in place before Agency commences any excavation work for the Parking Garage or any portion of the Washington National Project within ___ feet of the EXPO Station. Any construction work done for the Isolation Wall or the Washington National Project must be in compliance with any applicable LACMTA work rules, track allocation procedure and permit process.

VI. LACMTA PARKING RIGHTS

A. The Agency shall provide LACMTA with a license to establish, operate, maintain and repair 600 temporary surface parking spaces within the Washington National Project area, as shown on Exhibit E (the "Temporary Spaces"). Such temporary parking license agreement shall be entered into by and between LACMTA and Agency concurrently with the execution and recordation of the Option Agreement. Such license shall provide that LACMTA may commence the improvement of the Temporary Spaces

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no sooner than the occurrence of both of the following events: (i) the expiration or termination of the Authority Construction Staging License referred to in Section VII; and (ii) thirty (30) days after delivery to Agency of a written notice from LACMTA that LACMTA desires to proceed with such Temporary Spaces improvements. LACMTA may commence to use such temporary parking spaces concurrently with the commencement of operations of the Washington National Station. Such area shall be provided to LACMTA by Agency at no cost, provided, however that LACMTA shall be responsible at its own cost and expense to improve the Temporary Spaces to meet applicable City paving and lighting requirements as shown on that certain Temporary Parking Plan by _____ dated _____, and shall be responsible for the costs of operation, repair and maintenance of the Temporary Spaces.

B. LACMTA shall vacate the Temporary Spaces and shall no longer be entitled to the Temporary Spaces upon the occurrence of any of the following: (i) provided LACMTA has first been given the right to use the Replacement Spaces, as defined below, then no later than one hundred and twenty (120) days prior to the date the Agency either (a) is required to lease or convey the property to a third party for redevelopment purposes or (b) finds it necessary or desirable to occupy such property to further the implementation of the Washington National Project; (ii) concurrently with the termination by Agency or the expiration of the Option Agreement and/or Agency Parking Easement pursuant to the Agency right of termination provided for in Paragraph II above and/or pursuant to the terms of such documents; or (iii) upon the completion of the Parking Garage by Agency. For purposes of this MOU, "Replacement Spaces" shall mean no less than two hundred thirty-five (235) parking spaces made available to LACMTA either in the Ince Boulevard Public Parking Garage at 9099 Ince Boulevard in Culver City or some other location proposed by Agency and acceptable to LACMTA at its reasonable discretion.

C. Upon completion of the Parking Garage by Agency, LACMTA shall be provided by Agency the 600 EXPO Spaces reserved by LACMTA in the document granting the Agency Parking Easement. Such spaces shall be provided to LACMTA by Agency at no cost, provided, however that LACMTA shall be responsible at its own cost and expense for the costs of operation, repair and maintenance of the EXPO Spaces, not to exceed whatever operation and maintenance costs LACMTA would have incurred to operate its outside lot as originally contemplated, and shall be required to enter into a reciprocal easement agreement providing for the operation and maintenance of the Parking Garage by the Agency and the joint use of the Parking Garage and the Washington National Project by LACMTA and the Agency and its successors in a manner consistent with this MOU and the Agency Parking Easement.

D. The parties agree to negotiate in good faith concerning the potential inclusion of some or all of the Temporary Spaces and/or the EXPO Spaces within the Washington National Project on a long term basis subject to the payment by LACMTA of a pro rata share of the costs of constructing, developing, maintaining and repairing such spaces.

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E. Upon completion of the Phase 2 LRT EXPO project, LACMTA's rights to the 600 Temporary Spaces and/or 600 EXPO Spaces shall be reduced to 300 parking spaces. In addition, in the event the planned Phase 2 of the Washington National Project is completed prior to the completion of the Phase 2 LRT EXPO project and the Parking Garage is completed, then LACMTA's rights to the 600 EXPO Spaces shall be reduced to 300 EXPO Spaces, so long as Agency provides Replacement Spaces to LACMTA during the construction of the Phase 2 LRT EXPO project.

VII. AUTHORITY CONSTRUCTION STAGING LICENSE

Concurrently with the execution and recordation of the Option Agreement, the Agency shall provide LACMTA with a license to establish, operate, and maintain a construction staging area for the Phase 1 LRT EXPO project within that portion of the Washington National Project area shown on Exhibit F (the "Staging Area").

VIII. COOPERATION

The Parties agree to implement the EXPO Station and the Washington National Project within their respective jurisdictions in a harmonious way, including without limitation:

A. LACMTA agrees that on a schedule consistent with the completion of the EXPO LRT Phase 1 construction (which construction schedule is attached hereto as Exhibit F), LACMTA shall vacate the surface of the property located above the Agency Parking Easement and/or within the Agency Parking Easement area when and as needed to permit the Agency to develop and construct the Parking Garage within the Agency Parking Easement. Upon the execution of this MOU the parties shall diligently negotiate and prepare for execution by the parties the Agency Parking Easement document so as effectuate the purposes of this MOU consistent with the steps and schedule identified in Section II.B above.

B. LACMTA agrees not to build any buildings or structures on the surface of the property located above the Agency Parking Easement and/or within the Agency Parking Easement area except as first approved in writing by Agency.

C. LACMTA agrees to maintain the EXPO Station and all of its ancillary rights of way and other areas supporting such station, including without limitation its parking areas to the extent not provided by Agency pursuant to Section VI above in a manner consistent with LACMTA's system-wide maintenance and landscaping standards.

D. LACMTA agrees not to maintain or permit any use of the LACMTA ROW on the south side of Venice for the purpose of any bus uses, bus turnout areas and/or bus storage areas, except that paratransit shuttle service is permitted as shown on Exhibit H. Because of the proximity of the LACMTA ROW to the Washington National Project all above grade use of the LACMTA ROW shall first be mutually agreed upon in writing between the Agency and LACMTA.

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E. It is intended by the parties that the shared EXPO LRT and Washington National Projects parking may include the potential development of podium parking. In addition, LACMTA shall not unreasonably withhold and will reasonably consider the shared parking use of the Temporary Parking and EXPO Spaces by Agency and the owner of the Washington National Project at non-peak hours.

F. Agency agrees to consult with LACMTA regarding the Agency's selection of the Washington National Project developer and approval of financing and assurances to be provided by developer to ensure construction of the Washington National Project.

G. LACMTA and Authority agree to cooperate with Agency and City to facilitate the availability of state and/or federal funds to enable Agency to perform its payment obligations hereunder. LACMTA and Authority agree to not unreasonably withhold approval of modifications to this MOU so as to enable Agency and/or City to satisfy the terms and conditions of any such state and/or federal funding.

IX. NO RELOCATION BENEFITS

LACMTA and Authority acknowledge and agree that they shall not be entitled to any relocation benefits or payments arising out of their vacation of any temporary or permanent parking spaces within the Washington National Project. LACMTA knowingly, voluntarily and intelligently waives any such benefits or payments.

X. EMINENT DOMAIN

LACMTA and Authority agree that until the expiration of the effectiveness of the redevelopment plan for the Redevelopment Project, each waives any power of eminent domain it might have to acquire all or any portion of the Agency Parking Easement and any improvements, buildings, structures or items pertaining to the realty that might from time to time exist within the Agency Parking Easement, and each acknowledges for such period of time that the acquisition and use of the Agency Parking Easement by the Agency is the most necessary public use for such property.

XI. MOU SUBJECT TO DEFINITIVE AGREEMENTS

This MOU shall be subject to the terms of definitive agreements to be entered into by and among the Parties consistent with this MOU to implement the terms and conditions of this MOU. The Parties further agree that except as set forth in the next sentence this MOU is not intended to be binding on the Parties unless and until such definitive agreements are approved by each of the Parties in the manner required by law. This MOU is intended to be binding on the parties as to LACMTA's obligation to enter into the Option Agreement when and as required by this MOU, and as to Agency's reimbursement obligations for design and construction of the alternative design.

Each party hereto agrees, however, to take all lawful actions to negotiate in good faith and prepare for formal consideration and approval all definitive legal agreements

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within their respective jurisdictions necessary to implement the purpose and intent of this MOU.

The City is a party to this MOU solely for the purpose of utilizing the good offices of the City to accomplish the purpose and intent of this MOU and to provide the good faith cooperation of the City in that regard. There shall be no liability or obligation of the City under this MOU to make any payment nor to enter into any other agreement.

XII. GENERAL PROVISIONS

A. Notices. All notices under this MOU shall be sufficiently given if delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service, and addressed as follows:

To City:

City Manager
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6010

With a copy to:

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-5626

and

Transportation Director
City of Culver City
4343 Duquesne Avenue
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6513

To Agency:

Assistant Executive Director
Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, CA 90230
Facsimile No.: (310) 253-5779

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To LACMTA:

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Facsimile No.: (213) 922-7382

With a copy to:

Deputy Executive Officer, Project Management
Project Management Engineering and Construction Division
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447

To Exposition Metro Line Construction Authority:

Chief Executive Officer
Exposition Metro Line Construction Authority
707 Wilshire Blvd., Suite 3400
Los Angeles, CA 90017
Facsimile No.: (213) 243-5552

With a copy to:

Chief Project Officer
Exposition Metro Line Construction Authority
707 Wilshire Blvd., Suite 3400
Los Angeles, CA 90017
Facsimile No.: (213) 243-5552

Any notice or demand required shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return-receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States mail in Los Angeles County. City, Agency, LACMTA or Authority may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

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- . The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this MOU, but each alternate procedure shall be described in a writing and signed by LACMTA, Authority, Agency and City.

B. Continuing Documents. Nothing in this MOU shall be deemed to amend or modify in any manner any documents in effect on the date of this MOU with respect to the subject matter herein or otherwise, all of which shall remain in full force and effect. This MOU supersedes all prior oral discussions between the Parties with respect to the subject matter of this MOU.

C. Modification. This MOU may not be modified, amended or otherwise changed in any manner, except by a prior written amendment executed by the Parties, or their respective successors in interest.

D. Section Headings. The section headings contained in this MOU are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

E. Waiver. No waiver of any provision of this MOU shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision.

F. Construction. It is expressly understood by the Agency and Developer that the language of this MOU was jointly prepared and shall therefore not be construed for or against either the Agency or the Developer.

G. Successors and Assigns. This MOU shall be binding on and shall inure to the benefit of the Agency, City, LACMTA and the Authority and their respective legal representatives, successors and assigns.

H. Governing Law. This MOU is entered into in the State of California and shall be construed and interpreted in accordance with its internal laws without reference to choice of law or conflict of law provisions.

I. Date of MOU. This MOU shall be effective on the date that it has been duly executed by authorized representatives of each of the Parties. The date of this MOU shall be the date when the MOU shall have been executed by the Agency.

J. Indemnification. Each of the Parties agrees to defend, indemnify, protect, and hold each of the other Parties and all of their officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and

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all claims for injury or damages to any person, arising out of the indemnifying party's performance of this MOU or any agreement entered into to implement this MOU, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of each Party, its officers, agents, or employees.

K. Termination of this MOU. If the Agency terminates this MOU pursuant to Paragraph IV above, this MOU shall automatically terminate. Upon termination of this MOU, the Authority and LACMTA shall have the right to use the LACMTA Parcel in their sole and absolute discretion; and the City and the Agency shall have no further rights to the LACMTA Parcel and shall quitclaim all rights in the LACMTA Parcel to LACMTA. Further, upon termination of this MOU, the City and the Agency shall have the right to use the Washington National Project property in their sole and absolute discretion; and the Authority and LACMTA shall have no further rights to the Washington National Project property and shall quitclaim all rights in the Washington National Project property to the Agency/City.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Roger Snoble
Chief Executive Officer

Date

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: _____
Deputy

Date

ATTACHMENT 1

CITY OF CULVER CITY

By: _____
D. Scott Malsin
Mayor

Date

APPROVED AS TO FORM:

By: _____

Date

THE CULVER CITY REDEVELOPMENT AGENCY

By: _____
Andrew Weissman
Chair

Date

APPROVED AS TO FORM:

By: _____

Date

THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

By: _____
[INSERT NAME]
[INSERT TITLE]

Date

APPROVED AS TO FORM (OPTIONAL):

By: _____

Date

EXHIBIT ____

The following provisions shall govern LACMTA and Authority approval plans and specifications submitted by Agency pursuant to the MOU and/or any document entered into pursuant to the MOU. All references to “Metro” in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit ____ shall be applicable only to plans and specifications for improvements submitted by Agency at a level of Design Development subsequent to Metro’s approval of a Conceptual Plan for such improvements, provided that such Plans and Specifications (a) do not contain modifications to the Plans and Specifications approved by LACMTA at the previous level of Design Development (other than modifications that represent a logical evolution of the elements depicted, described or specified in the previous Level of Design Development). This Exhibit ____ shall not be applicable to Metro’s approval of any Conceptual Plan or to any Plans and Specifications submitted other than in accordance with the MOU and this Exhibit _____. Plans and Specifications (other than Conceptual Plans) submitted to Metro at a particular level of Design Development in accordance herewith shall be deemed approved by Metro, if Metro fails to approve, disapprove or request changes to the same within ten (10) business days after its receipt of a written notice from Agency (delivered after expiration of the applicable thirty (30) day or the twenty (20) day period noted in the MOU), indicating Metro's failure to provide such approval, disapproval or request for changes; provided:

(1) Such written notice contains the following provisions, in large type and in bold print:

"THIS IS YOUR SECOND AND FINAL NOTICE REGARDING THIS MATTER. FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN TEN (10) BUSINESS DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT A OF THE MOU WITH THE AGENCY; and

(2) At the time the subject plans and specifications are submitted to Metro, Agency provides Metro with a written notice requesting approval of such Plans and Specifications and sets forth in such written notice one or the other of the following provisions (as applicable), in large type and in bold print:

(a) If such submittal is the initial submittal of plans and specifications at a particular level of Design Development or is a submittal of plans and specifications at a particular Level of Design Development for any reason other than as set forth in the following subsection (b), below, then the following provision shall be included in the written notice:

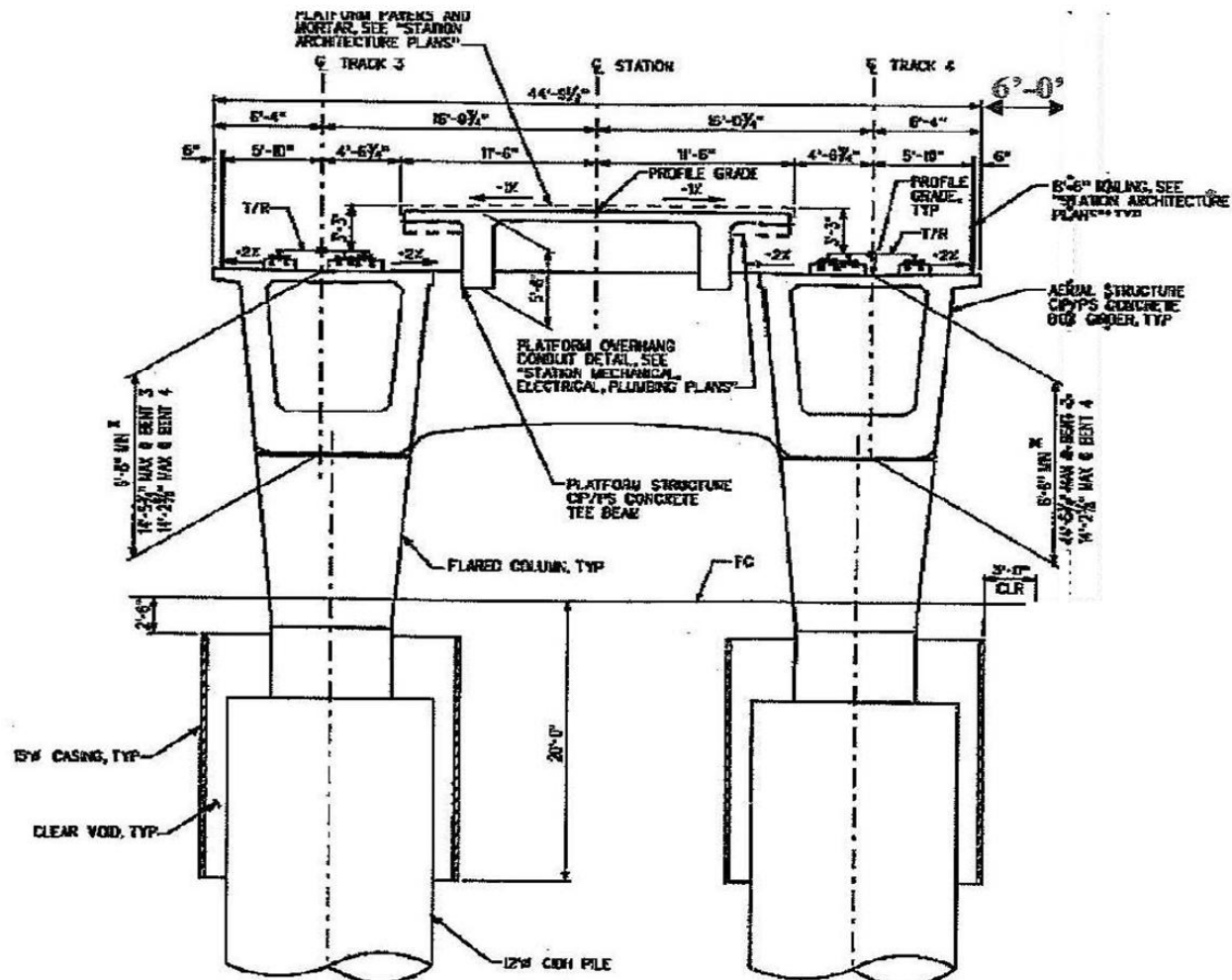
ATTACHMENT 1

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT A OF THE MOU WITH THE AGENCY”

(b) If such submittal is a re-submittal of plans and specifications at a particular level of Design Development due solely to either a previous Metro disapproval of plans and specifications at that level of Design Development or a previous Metro request for changes to plans and specifications at that Level of Design Development, then the following provision shall be included in the written notice:

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN FIFTEEN (15) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT A OF THE MOU WITH THE AGENCY”

Metro Station Redesign



CIDH Extension – Isolation Casing = **\$2,800,000**