

Metro

*Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
3rd Floor Board Room*



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Agenda - Final

Thursday, January 19, 2017

11:30 AM

**One Gateway Plaza, Los Angeles, CA 90012,
3rd Floor, Metro Board Room**

Executive Management Committee

John Fasana, Chair

Eric Garcetti, Vice Chair

James Butts

Sheila Kuehl

Mark Ridley-Thomas

Carrie Bowen, non-voting member

Phillip A. Washington, Chief Executive Officer

METROPOLITAN TRANSPORTATION AUTHORITY BOARD RULES
(ALSO APPLIES TO BOARD COMMITTEES)

PUBLIC INPUT

A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board should be submitted in person at the meeting to the Board Secretary. Individuals requesting to speak on more than three (3) agenda items will be allowed to speak up to a maximum of three (3) minutes per meeting. For individuals requiring translation service, time allowed will be doubled.

Notwithstanding the foregoing, and in accordance with the Brown Act, this agenda does not provide an opportunity for members of the public to address the Board on any Consent Calendar agenda item that has already been considered by a Committee, composed exclusively of members of the Board, at a public meeting wherein all interested members of the public were afforded the opportunity to address the Committee on the item, before or during the Committee's consideration of the item, and which has not been substantially changed since the Committee heard the item.

The public may also address the Board on non-agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for up to three (3) minutes per meeting and may speak no more than once during the Public Comment period. Speakers will be called according to the order in which the speaker request forms are received. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

In accordance with State Law (Brown Act), all matters to be acted on by the MTA Board must be posted at least 72 hours prior to the Board meeting. In case of emergency, or when a subject matter arises subsequent to the posting of the agenda, upon making certain findings, the Board may act on an item that is not on the posted agenda.

CONDUCT IN THE BOARD ROOM - The following rules pertain to conduct at Metropolitan Transportation Authority meetings:

REMOVAL FROM THE BOARD ROOM The Chair shall order removed from the Board Room any person who commits the following acts with respect to any meeting of the MTA Board:

- a. Disorderly behavior toward the Board or any member of the staff thereof, tending to interrupt the due and orderly course of said meeting.
- b. A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting.
- c. Disobedience of any lawful order of the Chair, which shall include an order to be seated or to refrain from addressing the Board; and
- d. Any other unlawful interference with the due and orderly course of said meeting.

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded on CD's and as MP3's and can be made available for a nominal charge.

DISCLOSURE OF CONTRIBUTIONS

The State Political Reform Act (Government Code Section 84308) requires that a party to a proceeding before an agency involving a license, permit, or other entitlement for use, including all contracts (other than competitively bid, labor, or personal employment contracts), shall disclose on the record of the proceeding any contributions in an amount of more than \$250 made within the preceding 12 months by the party, or his or her agent, to any officer of the agency, additionally PUC Code Sec. 130051.20 requires that no member accept a contribution of over ten dollars (\$10) in value or amount from a construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity that has contracted with the authority in the preceding four years. Persons required to make this disclosure shall do so by filling out a "Disclosure of Contribution" form which is available at the LACMTA Board and Committee Meetings. Failure to comply with this requirement may result in the assessment of civil or criminal penalties.

ADA REQUIREMENTS

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LIMITED ENGLISH PROFICIENCY

A Spanish language interpreter is available at all Board Meetings. Interpreters for Committee meetings and all other languages must be requested 72 hours in advance of the meeting by calling (213) 922-4600 or (323) 466-3876.



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General Information/Rules of the Board - (213) 922-4600

Internet Access to Agendas - www.metro.net

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NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

CALL TO ORDER**ROLL CALL****APPROVE Consent Calendar item: 42.**

Consent Calendar items are approved by one motion unless held by a Director for discussion and/or separate action.

CONSENT CALENDAR

42 RECEIVE AND FILE **State and Federal Legislative Report.** [2016-0983](#)

Attachments: [1 - January 2017 Legislative Matrix](#)

NON-CONSENT

43 APPROVE amendment of Title 6, Chapter 6-05 of the Los Angeles County Metropolitan Transportation Authority (“Metro”) Administrative Code (the “Code”), otherwise known as the Metro Customer Code of Conduct, as set forth in Attachment A. The amended Code will become effective February 1, 2017. [2016-0918](#)

Attachments: [ATTACHMENT A - Code Amendments](#)

44 ADOPT staff recommended positions: [2016-1001](#)

A. **AB 1 (Frazier)** - Transportation Funding **SUPPORT WORK WITH AUTHOR**

B. **SB 1 (Beall)** - Transportation Funding **SUPPORT WORK WITH AUTHOR**

Attachments: [Attachment A - AB 1 & SB 1\(1\)](#)

45 ADOPT the proposed **2017 Federal and State Legislative Program.** [2016-1005](#)

FASANA amendment in Attachment B, Goal 12.

Attachments: [Attachment A - 2017 Federal Legislative Program](#)

[Attachment B - 2017 State Legislative Program](#)

- 46 APPROVE: [2016-1008](#)
- A. the renewal of the Project Labor Agreement (PLA), and Construction Careers Policy (CCP), as amended;
 - B. the updated PLA (Attachment A) which covers certain Metro Construction and Joint Development (JD) projects,
 - C. the updated CCP (Attachment B) which covers certain Metro Construction and Joint Development projects; and
 - D. the updated Metro JD Policy (Attachment C) to incorporate Metro's PLA and CCP and separate the JD Policy from the JD Procedures.
- Attachments:** [A. Updated Project Labor Agreement 1-27-2017](#)
[B. Updated Construction Careers Policy 1-27-16](#)
[C. Updated Joint Development Policy 1-27-2017](#)
[D. Letter of Support](#)
- 51 ADOPT revisions to **Metro's System Advertising Policy in order to update policy and expand Metro's current advertising opportunities and generate additional revenue** - as recommended in the Risk Allocation Matrix (RAM) process approved at the January 2016 Board meeting. [2016-1006](#)
- Attachments:** [Attachment A - Metro System Advertising \(COM6\)-ORIGINAL2013](#)
[Attachment B - Metro System Advertising \(COM6\)-CHANGEScolor](#)
[Attachment C - Metro System Advertising \(COM6\)-CLEAN](#)
- 52 CONSIDER **Motion by Director Kuehl** that the Board direct the CEO to: [2017-0030](#)
- A. Meet with environmental stakeholders and representatives of Caltrans District 7, the County of Los Angeles, the Los Angeles County Flood Control District, the Regional Water Quality Control Board, state and federal fish and wildlife agencies, and other potentially interested parties to discuss any interest in a RAMP approach for multijurisdictional cooperation in biological mitigations, and explore the development of a conservation greenprint that identifies and helps prioritize areas of high ecological value, water resources, and wildlife movement corridors;
 - B. Convene a working group of environmental stakeholders and Metro/Caltrans project managers for Transit, Highway and Active Transportation projects to develop an early screening process for biological evaluation to be applied to the review of projects scheduled

for planning and/or construction over the next thirty years. Screening shall not only include any likelihood of direct and indirect impacts to plant and/or animal species, habitats, biological systems, and wildlife corridors, but also an evaluation of multiple Metro projects with regard to commonalities in ecosystems, animal and plant type, habitat, watershed, and scheduled timing of implementation. Project evaluation should also determine whether current review and implementation status renders the project inappropriate for inclusion in a RAMP; and

- C. Prepare a report back to the Board within 120 days on the preliminary results of the consultations and a proposed early screening process to be considered for all major Metro transportation projects, as well as an approach to identifying high value conservation lands, water resources, and wildlife movement corridors.

Adjournment

Consideration of items not on the posted agenda, including: items to be presented and (if requested) referred to staff; items to be placed on the agenda for action at a future meeting of the Committee or Board; and/or items requiring immediate action because of an emergency situation or where the need to take immediate action came to the attention of the Committee subsequent to the posting of the agenda.



Board Report

File #: 2016-0983, **File Type:** Informational Report

Agenda Number: 42

**EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 19, 2017**

SUBJECT: STATE AND FEDERAL REPORT

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE **State and Federal Legislative Report.**

DISCUSSION

**Executive Management Committee
Remarks Prepared By Raffi Haig Hamparian
Government Relations Director, Federal Affairs**

Chairman Fasana and members of the Executive Management Committee, I am pleased to provide an update on a number of federal matters of interest to our agency. This report was prepared on December 28, 2016 and will be updated, as appropriate, prior to the Executive Management Committee meeting on January 19, 2017.

Federal Grants for Fiscal Year 2017

I am pleased to share that on January 4, 2017 Metro is slated to formally celebrate the signing of a Full Funding Grant Agreement (FFGA) with the Federal Transit Administration to receive multi-year funding through the New Starts Grant Program in the amount of \$1.187 billion for the Westside Purple Line Extension Section 2. In addition to this discretionary grant award, Metro has also concluded a \$307 million TIFIA loan that is a part of the Purple Line Extension's funding package.

The FFGA for the Westside Purple Line Extension Section 2 means that the value of our total FFGA's signed recently exceeds \$3 billion - not including over \$1.8 billion in low interest federal Transportation Infrastructure Finance and Innovation Act loans we have secured from the U.S. Department of Transportation.

On another federal grant matter - the U.S. Department of Transportation recently announced a Notice of Funding Opportunity for the second round of the FASTLANE Grant Program which was created as part of the freight focused funding section of the FAST Act. Applications were due on December 15th. With the incredible work by our Planning Department, Metro submitted the following projects for

consideration: America's Global Freight Gateway: Southern California Rail Strategy, America's Global Freight Gateway: Southern California Highway Strategy, and the Interstate 5 Truck and HOV Lanes Project. Metro's Government Relations Department is and will continue to work closely with our Congressional Delegation to strongly advocate for these applications in 2017.

Federal Appropriations for Fiscal Year 2017

As Federal Fiscal Year 2016 came to a close on September 30th, Congress was unable to agree on passing a full year funding bill. On December 9, 2016, Congress approved a continuing resolution to fund the federal government at FY2016 levels until April 28, 2017.

We will be working to make sure the final federal spending bill includes \$100 million for the Regional Connector, \$100 million for Purple Line Extension (Segment 1), and \$100 million for Purple Line Extension (Section 2).

Local Hire

We are very pleased that our Board of Directors sent a letter several months ago calling on the Obama Administration - through the U.S. Department of Transportation - to make permanent their Local Hire Pilot Program.

At present, the U.S. Department of Transportation's (USDOT) Local Hire Pilot Program is slated to expire in March of 2017. Metro - through our America Fast Forward initiative - has been at the forefront of efforts to reform the USDOT's local hire rules. Specifically - in September of 2011 - our Board added the goal of reforming federal local hire rules to our existing America Fast Forward initiative. In November of 2013 Congresswoman Karen Bass introduced - after consulting with Metro - H.R. 3620 - The Local Hire Act. In December of 2014 - Congresswoman Bass was successful in embedding language in the Fiscal Year 2015 federal spending bill that permitted the use of local hire practices around the nation. The following year - in 2015 - the USDOT announced that they would be launching a Local Hire Pilot Program.

We look forward to securing a favorable reply to our Board's letter requesting that the Local Hire Pilot Program be made permanent.

New Administration and Congress

As 2017 begins - we look forward to working with the new Trump Administration and the new 115th Congress to explore innovative ways that we can work together to leverage Metro's local funds. As we did with the TIFIA program and the New Starts program - it will be our aim to smartly leverage Measure R and Measure M funds to build Metro's transit and highway capital projects.

Conclusion

I look forward to expanding on this brief report at the Executive Management Committee meeting with any new developments that occur in the days ahead.

This concludes my remarks before the committee. I would welcome the opportunity to answer any questions from you Mr. Chairman or from members of this committee.

**Executive Management Committee
Remarks Prepared By Michael Turner
Deputy Executive Officer Government Relations**

Chairman Fasana and members of the Executive Management Committee, I am pleased to provide an update on a number of state legislative matters of interest to our agency. This report was prepared on December 29, 2016 and will be updated, as appropriate, at the Executive Management Committee meeting on January 19, 2017.

California State Legislature Begins 2017-2018 Legislative Session

The California State Legislative session officially began on Monday, December 5, 2016. The first day, a number of new and re-elected members were sworn in to their offices and over 100 bills were introduced in the Senate and Assembly, collectively. Staff is reviewing all of the proposed legislation for potential impacts to Metro programs and projects and will keep the Board apprised through the legislative session as bills move through the legislative process. In a separate report, staff has prepared the annual updated State Legislative program for Board consideration for the coming year that outlines Metro's legislative priorities.

Post-election California State Legislative Changes

Following the November 2016 election, we now welcome new and re-elected members to the Los Angeles County State Senate and Assembly delegation. Members were sworn in on December 5, 2016. Of note, Democrats maintain a supermajority in both the Senate and Assembly, post-election. Governor Edmund G. Brown Jr. named U.S. Congressman Xavier Becerra (D-CA) to replace Attorney General Kamala D. Harris, who was elected to the U.S. Senate last month. The nomination, which is subject to confirmation by the California State Assembly and Senate, will be officially submitted after Attorney General Harris resigns to assume her post as California's newly elected U.S. Senator. Metro staff will continue to update the Board of Directors regarding changes in key leadership and the state Senate and Assembly delegation. The Senate and Assembly announced Committee assignments in late December.

Special Session on Transportation Funding

The legislature did not convene a meeting before the close of the 2015-2016 legislative session in Sacramento to act in special session on a transportation funding proposal. The Chairmen of both transportation policy committees have introduced new versions of their proposals under Senate Bill 1 and Assembly Bill 1. Each are continuing discussions on the elements of the newly introduced proposals and exploring the possibility of securing support in each house. Metro staff and advocacy team is actively briefing key offices on our priorities to support a robust funding package that aggressively addresses Metro's key priorities. At the close of the 2015-2016 legislative session, Metro shared a letter to the Los Angeles County State Senate and Assembly delegation that urges

the legislature to act and communicates Metro's strong support for prioritizing transit, freight and highway funding. The bills will be brought forward later in this Committee for Board consideration and will be monitored throughout the legislative process as the proposals are refined.

Conclusion

We will expand on this brief report at the Executive Management Committee meeting with any new developments that occur in the days ahead.

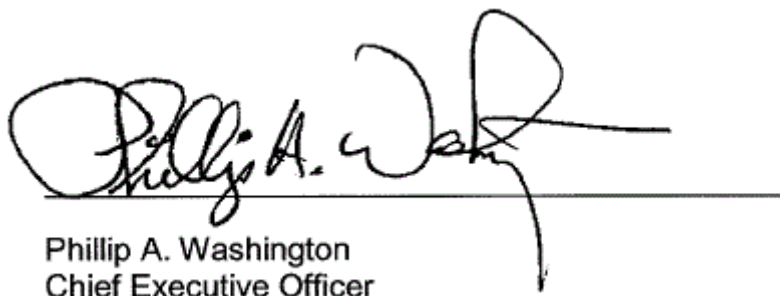
We welcome the opportunity to answer any questions from you Mr. Chairman or from other members of this committee.

ATTACHMENTS

Attachment A - January 2017 - Legislative Matrix

Prepared by: Michael Turner, DEO, Government Relations, (213) 922-2122
Raffi Hamparian, Director, Government Relations, (213) 922-3769

Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer

**Los Angeles County Metropolitan Transportation Authority (Metro)
State and Federal Legislative Matrix
JANUARY 2017
Metro Government Relations**

STATE LEGISLATION

Bill ID/Topic	Location	Summary	Position
AB 1 Frazier D Transportation funding.	12/5/2016-A. PRINT 12/6/2016-From printer. May be heard in committee January 5.	Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund.	
AB 17 Holden D Transit Pass Program: free or reduced-fare transit passes.	12/5/2016-A. PRINT 12/6/2016-From printer. May be heard in committee January 5.	Would create the Transit Pass Program to be administered by the Department of Transportation. The bill would require the Controller of the State of California to allocate moneys made available for the program, upon appropriation by the Legislature, to support transit pass programs that provide free or reduced-fare transit passes to specified pupils and students.	
AB 28 Frazier D Caltrans: NEPA Delegation Authority	12/5/2016 – A. PRINT 12/06/16 From printer. May be heard in committee January 5.	Existing law gives the Department of Transportation full possession and control of the state highway system. Existing federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery pilot program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Existing law, until January 1, 2017, provided that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities it assumed as a participant in the pilot program. This bill would reinstate the operation of the latter provision. This bill would declare that it is to take effect immediately as an urgency statute.	

**Los Angeles County Metropolitan Transportation Authority (Metro)
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Bill ID/Topic	Location	Summary	Position
AB 46 Cooper D Employers: wage discrimination.	12/5/2016-A. PRINT 12/6/2016-From printer. May be heard in committee January 5.	Under current law, an employer or other person who violates or causes a violation of that prohibition, or who reduces the wages of any employee in order to comply with that prohibition, is guilty of a misdemeanor. This bill would define “employer” for those purposes to include public and private employers. The bill would specify that a public employer is not subject to the misdemeanor provision.	
AB 52 Cooper D Public employees: orientation and informational programs: exclusive representatives.	12/5/2016-A. PRINT 12/6/2016-From printer. May be heard in committee January 5.	Current law, including the Meyers-Milias-Brown Act, the Ralph C. Dills Act, the Trial Court Employment Protection and Governance Act, the Trial Court Interpreter Employment and Labor Relations Act, and the Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act, as well as provisions commonly referred to as the Educational Employment Relations Act and the Higher Education Employer-Employee Relations Act, regulates the labor relations of the state, the courts, and specified local public agencies and their employees. This bill would require the public employers regulated by the acts described above to provide all employees an orientation. The bill would also require these public employers to permit the exclusive representative, if applicable, to participate.	
SB 1 Beall D Transportation funding.	12/5/2016-S. RLS. 12/6/2016-From printer. May be acted upon on or after January 5.	Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. This bill contains other related provisions and other existing laws.	
SB 20 Hill D Vehicles: buses: seatbelts.	12/5/2016-S. RLS. 12/6/2016-From printer. May be acted upon on or after January 5.	Current law prohibits a person from operating a motor vehicle on a highway unless that person and all passengers 16 years of age or over are properly restrained by a safety belt. Existing law makes the violation of this provision an infraction. This bill would also require a passenger in a bus that is equipped with safety belts to be properly restrained by a safety belt. The bill would also require a bus operator to inform passengers of the requirement to wear a seatbelt and would authorize a bus driver to post, or allow to be posted, signs or placards informing passengers of the requirement to wear a seatbelt, as specified.	

Deferred=bill will be brought up at another time; Chaptered=bill has become law; LA=Last Amended; Enrolled=bill sent to Governor for approval or veto
Note: “Status” will provide most recent action on the legislation and current position in the legislative process. 12/20/2016

**Los Angeles County Metropolitan Transportation Authority (Metro)
State and Federal Legislative Matrix
JANUARY 2017
Metro Government Relations**

Bill ID/Topic	Location	Summary	Position
SB 21 Hill D Law enforcement agencies: surveillance: policies.	12/5/2016-S. RLS. 12/6/2016-From printer. May be acted upon on or after January 5.	Would, beginning July 1, 2018, require each law enforcement agency, as defined, to submit to its governing body at a noticed hearing, open to the public, a proposed plan for the use of all surveillance technology and the information collected, as specified. The bill would require that the law enforcement agency submit an amendment to the surveillance plan, pursuant to the same open meeting requirements, for each new type of surveillance technology sought to be used. This bill contains other related provisions and other existing laws.	
SB 22 Hill D Firearms: law enforcement agencies: agency firearm accounting.	12/5/2016-S. RLS. 12/6/2016-From printer. May be acted upon on or after January 5.	Would require a law enforcement agency, as defined, to adopt a written procedure to account for firearms that are owned, acquired, maintained, sold, loaned, lost, stolen, or in any way possessed by that agency or by an employee of that agency if used or carried for purposes of carrying out the official duties of his or her employment, as specified. The bill would require that the acquisition of firearms by an agency employee for use within the course of his or her employment be entered into the AFS, and would require that a record of firearms that are lost, stolen, or otherwise disposed of be entered into the AFS.	
SB 53 Hueso D Natural gas vehicles.	12/5/2016-S. RLS. 12/6/2016-From printer. May be acted upon on or after January 5.	Current federal law authorizes a vehicle operated by an engine fueled primarily by natural gas to exceed these weight limits, up to a specified maximum, by an amount equal to the difference between the weight of the vehicle attributable to the natural gas tank and fueling system carried by that vehicle and the weight of a comparable diesel tank and fueling system. This bill would authorize a vehicle operated by an engine fueled primarily by natural gas to exceed these weight limits, up to a specified maximum, by an amount equal to the difference between the weight of the vehicle attributable to the natural gas tank and fueling system carried by that vehicle and the weight of a comparable diesel tank and fueling system.	
SB 54 De León D Law enforcement: sharing data.	12/5/2016-S. RLS. 12/6/2016-From printer. May be acted upon on or after January 5.	Current law provides that when there is reason to believe that a person arrested for a violation of specified controlled substance provisions may not be a citizen of the United States, the arresting agency shall notify the appropriate agency of the United States having charge of deportation matters. This bill would repeal those provisions. This bill contains other related provisions and other current laws.	

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FEDERAL		
BILL/AUTHOR	DESCRIPTION	STATUS
H.R. 3620 Bass D	Would permit transportation agencies to consider the hiring of local workers in the evaluation of bids and proposals for highway and transit projects where federal funds are being used.	January 2014 – SUPPORT Referred to House Transportation and Infrastructure Subcommittees on Highways and Transit and Railroads, Pipelines, and Hazardous Materials
H.R. 680 Blumenauer D	Would gradually increase the federal gas tax by 15-cents, index the gas tax to inflation and seek to replace the federal gas tax with a more stable alternative by 2024. <i>Board previously supported HR 3636 bill last session.</i>	May 2015 – SUPPORT Referred to the House Committees on Ways and Means and House Transportation and Infrastructure

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<p>H.R. 935 Hahn D-CA</p>	<p>Would direct 5% of all import duties collected by Customs and Border Protection (CBP) at Ports of Entry to be spent on freight transportation through the creation of the National Freight Network Trust Fund.</p> <p><i>Board previously supported HR 5101 bill last session.</i></p>	<p>May 2015 – SUPPORT WORK WITH AUTHOR</p> <p>Subcommittee on Rail, House Transportation and Infrastructure Committee</p> <p>House Ways and Means Committee</p>
<p>H.R. 990 King R-NY</p>	<p>Would authorize and bring parity between the parking and transit commuter tax benefits available for employees, including cash payments from employers, to the level of \$235 per month. The legislation also includes a tax benefit for bicycle commuters in the amount of \$35 per month.</p>	<p>May 2015 – SUPPORT</p> <p>House Ways and Means Committee</p>
<p>H.R. 1308 Lowenthal D-CA</p>	<p>Would establish a Freight Transportation Infrastructure Trust Fund and create a freight specific formula and competitive grant program for multimodal projects.</p> <p><i>Board previously supported HR 5624 bill last session.</i></p>	<p>May 2015 – SUPPORT WORK WITH AUTHOR</p> <p>Subcommittee on Water, House Transportation and Infrastructure Committee</p> <p>House Ways and Means Committee</p>

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<p>H.R. 1461 Massie R-KY</p>	<p>Would end the longstanding practice of the mass transit account receiving funding through the Highway Trust Fund. Additionally, it repeals the Transportation</p>	<p>May 2015 – OPPOSE</p> <p>House Transportation and Infrastructure Committee</p> <p>House Ways and Means Committee</p>
<p>H.R. 1551 Sanford R-SC</p>	<p>Would phase out the Mass Transit Account from receiving any funding through the Highway Trust Fund by incrementally decreasing funding from 2016-2020.</p>	<p>May 2015 – OPPOSE</p> <p>House Ways and Means Committee</p>

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<p>H.R. 2485 Torres D-CA</p>	<p>The Regional Infrastructure Accelerator Act of 2015 would, if enacted into federal law, create a two-tiered grant program aimed at increasing private investment in public infrastructure projects. The legislation seeks to establish and fund regional infrastructure accelerator organizations to provide regional analysis of potential Public-Private Partnership (P3) Infrastructure projects. The regional accelerators would then have the ability to provide technical expertise and funding to states, cities and public entities for pre-development activities on a potential P3 project. This legislation authorizes, subject to appropriations, funding in the amount of \$25 million for the two-tiered grant program outlined in the Regional Infrastructure Accelerator Act of 2015.</p>	<p>June 2015 – SUPPORT 5/21/15 Subcommittee on Water Resources and Environment for House Transportation and Infrastructure Committee</p>
<p>H.R. 2495 Waters D-CA</p>	<p>The TIGER Grants for Job Creation Act would, if enacted into federal law, provide an emergency supplemental appropriation of \$7.5 billion over the next 6 years for the Transportation Investment Generating Economic Recovery (TIGER) discretionary grant program.</p>	<p>June 2015 – SUPPORT 5/21/15 House Appropriation and Budget Committees</p>
<p>H.R. 2410 DeFazio D-OR</p>	<p>The GROW America Act would, if enacted into federal law, authorize a six-year \$478 billion surface transportation bill. H.R. 2410 represents President Obama’s surface transportation bill that his Administration has transmitted to Congress through his Fiscal Year 2016 Budget. The authorized funding level of \$478 billion in the bill is the same funding figure that the U.S. Department of Transportation has determined is needed to assist in funding our nation’s state-of-good-repair backlog maintenance as well as continue to invest in new transportation projects required to properly address America’s future population growth.</p> <p>Co-sponsors of H.R. 2410 from the Los Angeles Congressional Delegation include Congresswoman Grace Napolitano (D-32) and Congresswoman Julia Brownley (D-26).</p>	<p>June 2015 - SUPPORT</p>

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H.R. 4343	H.R. 4343 (Blumenauer) – The Bikeshare Transit Act of 2016 would, if enacted into federal law, clarify the definition of bikeshare projects that qualify as an “associated transit improvement” under Title 49 of U.S. Code, add bikeshare projects to the definition of “capital project” under Title 49 of U.S. Code, and make bikeshare projects eligible for funding under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) under Title 23 of U.S. Code. The legislation seeks to add bikeshare projects to the formal definition of transit projects as well as make clear to states that administer Federal Highway Administration funding that bikeshare is eligible to receive federal funding.	MARCH 2016 - SUPPORT
S. 650 Blunt R-MO	Extends the national deadline by five years to implement PTC, from December 31, 2015 to December 31, 2020. Two one year extensions beyond 2020 are included in the legislation, but the extensions are at the discretion of the Secretary of the U.S. Department of Transportation.	MAY 2015 – OPPOSE Senate Commerce, Science and Transportation Committee
S. 797 Booker D-NJ	Amends the Railroad Rehabilitation and Improvement Financing Program (RRIF) to expand the eligibility for financing transit oriented development.	May 2015 – SUPPORT WORK WITH AUTHOR Senate Commerce, Science and Transportation Committee

Deferred=bill will be brought up at another time; Chaptered=bill has become law; LA=Last Amended; Enrolled=bill sent to Governor for approval or veto
Note: “Status” will provide most recent action on the legislation and current position in the legislative process. 12/20/2016

**Los Angeles County Metropolitan Transportation Authority (Metro)
State and Federal Legislative Matrix
JANUARY 2017
Metro Government Relations**

S. 880 (Schatz-D-HI)	Amends the TIFIA program, as authorized in MAP-21, to include TOD as an eligible expense to finance through the TIFIA program.	May 2015- SUPPORT Senate Environment and Public Works Committee
S. 1006 (Feinstein-D-CA)	Extend the national deadline to implement Positive Train Control by one year	MAY 2015 – SUPPORT Senate Commerce, Science and Transportation Committee
Omnibus Appropriations Bill For Fiscal Year 2016	An omnibus appropriations bill that keeps all federal programs, agencies, and services funded until September 30, 2016.	Signed into law by President Obama, December 18, 2015
HR 22 (formerly known as the DRIVE Act) Fixing America’s Surface Transportation Act (FAST Act)	Fixing America’s Surface Transportation Act (FAST Act), the long-term surface transportation authorization bill authorizes approximately \$305 billion for Highway, Transit and Railroad programs over 5 years (\$61 billion per year).	Signed into law by President Obama, December 4, 2015

Deferred=bill will be brought up at another time; Chaptered=bill has become law; LA=Last Amended; Enrolled=bill sent to Governor for approval or veto
Note: "Status" will provide most recent action on the legislation and current position in the legislative process. 12/20/2016



Board Report

File #: 2016-0918, **File Type:** Ordinance / Administrative Code

Agenda Number:

REVISED
EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 19, 2017

SUBJECT: CUSTOMER CODE OF CONDUCT AMENDMENTS - TRANSIT COURT

ACTION: APPROVE AMENDMENTS TO ADMINISTRATIVE CODE

RECOMMENDATION

APPROVE amendment of Title 6, Chapter 6-05 of the Los Angeles County Metropolitan Transportation Authority (“Metro”) Administrative Code (the “Code”), otherwise known as the Metro Customer Code of Conduct, as set forth in Attachment A. The amended Code will become effective February 1, 2017.

DISCUSSION

Proposed amendments to the Code are set forth in Attachment A to this Board Report to address several areas:

Enforcement of Minors Citations

With the passage of recent amendments to the law, specifically California Senate Bill 413 (“SB 413”) and California Senate Bill 882 (“SB 882”), the following proposed changes will update the noise section of the Code and provide for an administrative process for minors that is similar to what is currently in place for adults for fare evasion and passenger misconduct citations to comply with these changes in the law.

As background, the decriminalization of citations for minors was raised in motion item 55 by the Board on May 22, 2014. A response to that motion was provided by staff on September 18, 2014 agenda item 71 which included a presentation on the Feasibility for Decriminalization / Options for Minors Programs and recommended a working group and exploring further the issue. Thereafter, a Youth on Transit Workshop was held on February 23, 2015, where Los Angeles Unified School District representatives and others discussed alternative options such as community service, Transit School, and payment plans. Thereafter meetings with youth advocacy groups were also conducted.

On December 1, 2016, a motion agenda item 44 by Directors Ridley-Thomas, Kuehl, Fasana, and Garcetti on December 1, 2016 directed the Chief Executive Officer and relevant stakeholders to report back in writing in 160 days on an implementation plan to completely decriminalize fare evasion amongst youth transit users. This board report addresses that motion.

Minors are currently issued citations by the Los Angeles County Sheriff’s Department under California Penal Code section 640. These citations are forwarded to a diversion program administered by the Los Angeles County Probation Department.

Notwithstanding that the current practice may be legally sufficient and satisfy the new law, the following proposed language is recommended to allow for the decriminalization of minors citations in compliance with the new law. The citations will be administered in Metro Transit Court to promote education and other remedies as well as enable resolution in an informal setting. Therefore, minors will no longer be referred to the Los Angeles County Probation Department with

respect to any violation of the code of conduct, including fare evasion.

The proposed amendment will change section 6-05-020 of the Code to add the bolded and underlined language as follows:

Definitions

6-05-020 Definitions

The following terms, whenever used in this chapter, shall be construed as defined in this section:

L. "Minor" means a person under the age of 18.

The proposed amendment will change section 6-05-150 of the Code to add the bolded and underlined language and to delete the language shown by strike through as follows:

6-05-150 Noise

The following acts are prohibited in Metro facilities and vehicles:

- A. Disturbing others by engaging in ~~boisterous or~~ unruly behavior.
- B. **Failing to comply with a warning by a Metro representative to cease creating loud, boisterous or unreasonable** noise, including unnecessary cell phone or other conversation, that is so loud, lengthy, sexually explicit, threatening, violent, or disruptive, that it causes a nuisance or unreasonably interferes with the use, operation, or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition, such as distracting operators of Metro vehicles.
- C. Playing a sound device, except when using headphones or earphones that make the sound inaudible to others unless a permit has been issued for usage of such sound device by Metro.

The proposed amendment will change section 6-05-240 of the Code to add the bolded and underlined language and to delete the language shown by strike through as follows:

6-05-240 Enforcement

A. Violations

A person who violates the Code is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages, and penalties available by law. Enforcement of any provisions of the Code involving the payment of any fees, penalties or other administrative amounts, or community service, ~~by adults based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures, herein and as set forth in the California Public Utilities Code including section 99580 et seq. The procedures set forth in section 99580 et seq. shall not apply to minors, whose violations shall be subject to enforcement as criminal matters in Superior Court as provided by law.~~ **Parents or guardians shall be responsible for any fees, penalties, or fines incurred by their minor in connection with a citation.**

D. Exclusion

1. A person, who violates the Code or a law in a Metro facility or vehicle, may be excluded from all or part of Metro facilities and vehicles either indefinitely or for a period of time specified in the Metro penalty schedule or notice of exclusion provided pursuant to subsection E below.
2. Any person to whom a notice of violation or Penal Code citation **or a written warning** pertaining to

an offense which occurred on or in a public transit facility or vehicle, was issued, and a. who has received a citation **or written warning** for the same violation at least 3 times in the prior 12 months; or b. who has failed to pay any applicable fines, fees, penalties or other administrative amounts by the due date, or otherwise resolve the citation ~~or who has otherwise failed to pay any fine, fee, or penalty~~ when such payment was due; or c. who is the subject of any outstanding warrant, **pending trial, or convicted** with respect to any Penal Code offense that is alleged to have occurred on or in a public transit system facility or vehicle, is subject to exclusion, and may receive a notice of exclusion pursuant to Subsection E below.

3. A person excluded under the Code may not enter a Metro facility or vehicle during the period of exclusion. Metro may take any reasonable steps necessary to enforce an order of exclusion, including criminal arrest or such other remedies as may be available at law.

F. Review Request

An excluded person may request a review of the exclusion. The exclusion shall be suspended upon Metro's receipt of a request for review of a notice of exclusion, and until the review is decided and **notice of the decision or review is** received by the excluded person. The request for review must be made in writing, and may be submitted by mail, or in person or as otherwise provided in the notice of exclusion, within five (5) days after the Notice of Exclusion is received from Metro. A request for review **or notice of decision or review** is deemed to be received on the date it is personally delivered, or if mailed, five (5) days after the date of the postmark. The excluded person will be notified of the date for public hearing by mail or in person. The excluded person may request that the exclusion be rescinded or waived for good cause, that the places of exclusion be altered, or that the duration of exclusion be reduced **or be permitted to participate in any diversion program available by Metro for which such persons are eligible**. The request should include a copy of the notice of exclusion or the number assigned to the notice, a request for review, the current mailing address and signature of the excluded person, and any written statement (and supporting documentation) to explain why the exclusion should be rescinded, waived, altered, reduced, or otherwise modified.

G. Administrative Review

The hearing shall be conducted by a Hearing Officer who is fair and impartial. The excluded person is not required to attend the hearing, and shall have the choice of the hearing being conducted by mail or in person. No Metro representative shall be required to attend the hearing. Metro may submit a copy of the notice(s) of violation, any notice of exclusion, and any documentation or statement by the Metro representative(s) issuing the notice(s) of violation or notice of exclusion. Any notice(s) of violation and/or notice of exclusion shall be received into evidence. Other relevant evidence submitted may be received into evidence at the determination of the presiding Hearing Officer. Copies of the notice(s) of violation and/or notice(s) of exclusion shall be prima facie evidence of the facts stated therein and shall establish a rebuttable presumption supporting the exclusion of the individual. At the hearing, the Hearing Officer will review the prima facie validity of the Notice of Exclusion. Metro and the excluded person may present evidence including witness testimony to the hearing officer and may question witnesses who are present at the hearing. The Hearing Officer's decision shall be based on a preponderance of the evidence. Hearing officers shall have the discretion to dismiss or reduce the fines or other penalties, cancel the Notice of Exclusion, and make necessary modifications in the interests of justice **including permitting enrollment in an appropriate Metro diversion program for which such person is eligible**, in accordance with any policies or procedures adopted by the Metro Hearing Unit. Continuances of the appeal hearing are disfavored but may be ordered by the hearing officer. The hearing officer may authorize the recording of the hearing. The decision of the hearing officer shall be

made in writing. The decision of the Hearing Officer shall be deemed in full effect upon personal service to the excluded person or five days after the mailing of the decision to the address provided by the excluded person.

The proposed amendment will change the Code Chapter 6-05 Penalty Schedule to add a \$40 fine for minors as set forth in Attachment A.

Penalty and Ejection Schedules

The Penalty Schedule and Ejection Schedule for the Code currently do not include a fine for failing to obtain a permit to engage in commercial activity, failing to comply with commercial activity permit rules, and for engaging in commercial activity in a prohibited area.

The proposed amendment will add the bolded and underlined language to include a \$75 fine for violations of section 6-05-090(A)-(C) of the Code to the Penalty Schedule and Ejection Schedule as set forth in Attachment A.

NEXT STEPS

Following Board approval of the recommended amendments to the Code, Transit Court staff will continue to work with Metro Communications and Operations, as well as Transit Security, to communicate the Code including amendments to the public to promote awareness, compliance, and enforcement.

ATTACHMENTS

A. Code Amendments

Prepared by: Julie Chang, Principal Hearing Officer, Metro Transit Court

Approved by: Karen Gorman, Chief Hearing Officer



Karen Gorman
Inspector General/Chief Ethics Officer/
Chief Hearing Officer

CODE AMENDMENTS

LACMTA Administrative Code section 6-05-020

Definitions

6-05-020 Definitions

The following terms, whenever used in this chapter, shall be construed as defined in this section:

L. "Minor" means a person under the age of 18.

LACMTA Administrative Code section 6-05-150

6-05-150 Noise

The following acts are prohibited in Metro facilities and vehicles:

A. Disturbing others by engaging in boisterous or unruly behavior.

B. Failing to comply with a warning by a Metro representative to cease creating loud, boisterous or unreasonable noise, including unnecessary cell phone or other conversation, that is so loud, lengthy, sexually explicit, threatening, violent, or disruptive, that it causes a nuisance or unreasonably interferes with the use, operation, or enjoyment of the Metro facilities or vehicles for Metro representatives or patrons, or creates an unsafe condition, such as distracting operators of Metro vehicles.

C. Playing a sound device, except when using headphones or earphones that make the sound inaudible to others unless a permit has been issued for usage of such sound device by Metro.

LACMTA Administrative Code section 6-05-240

6-05-240 Enforcement

A. Violations

A person who violates the Code is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages, and penalties available by law.

Enforcement of any provisions of the Code involving the payment of any fees, penalties or other administrative amounts, or community service, ~~by adults~~ based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures, herein and as set forth in the California Public Utilities Code including section 99580 et seq. ~~The procedures set forth in section 99580 et seq. shall not apply to minors, whose violations shall be subject to enforcement as criminal matters in Superior~~

~~Court as provided by law.~~ **Parents or guardians shall be responsible for any fees, penalties, or fines incurred by their minor in connection with a citation.**

D. Exclusion

1. A person, who violates the Code or a law in a Metro facility or vehicle, may be excluded from all or part of Metro facilities and vehicles either indefinitely or for a period of time specified in the Metro penalty schedule or notice of exclusion provided pursuant to subsection E below.
2. Any person to whom a notice of violation or Penal Code citation **or a written warning** pertaining to an offense which occurred on or in a public transit facility or vehicle, was issued, and a. who has received a citation **or written warning** for the same violation at least 3 times in the prior 12 months; or b. who has failed to pay any applicable fines, fees, penalties or other administrative amounts by the due date, or otherwise resolve the citation ~~or who has otherwise failed to pay any fine, fee, or penalty~~ when such payment was due; or c. who is the subject of any outstanding warrant, **pending trial, or convicted** with respect to any Penal Code offense that is alleged to have occurred on or in a public transit system facility or vehicle, is subject to exclusion, and may receive a notice of exclusion pursuant to Subsection E below.
3. A person excluded under the Code may not enter a Metro facility or vehicle during the period of exclusion. Metro may take any reasonable steps necessary to enforce an order of exclusion, including criminal arrest or such other remedies as may be available at law.

F. Review Request

An excluded person may request a review of the exclusion. The exclusion shall be suspended upon Metro's receipt of a request for review of a notice of exclusion, and until the review is decided and **notice of the decision or review is** received by the excluded person. The request for review must be made in writing, and may be submitted by mail, or in person or as otherwise provided in the notice of exclusion, within five (5) days after the Notice of Exclusion is received from Metro. A request for review **or notice of decision or review** is deemed to be received on the date it is personally delivered, or if mailed, five (5) days after the date of the postmark. The excluded person will be notified of the date for public hearing by mail or in person. The excluded person may request that the exclusion be rescinded or waived for good cause, that the places of exclusion be altered, or that the duration of exclusion be reduced **or be permitted to participate in any diversion program available by Metro for which such persons are eligible.** The request should include a copy of the notice of exclusion or the number assigned to the notice, a request for review, the current mailing address and signature of the excluded person, and any written statement (and supporting documentation) to explain why the exclusion should be rescinded, waived, altered, reduced, or otherwise modified.

G. Administrative Review

The hearing shall be conducted by a Hearing Officer who is fair and impartial. The excluded person is not required to attend the hearing, and shall have the choice of the hearing being conducted by mail or in person. No Metro representative shall be required to attend the hearing. Metro may submit a copy of the notice(s) of violation,

any notice of exclusion, and any documentation or statement by the Metro representative(s) issuing the notice(s) of violation or notice of exclusion. Any notice(s) of violation and/or notice of exclusion shall be received into evidence. Other relevant evidence submitted may be received into evidence at the determination of the presiding Hearing Officer. Copies of the notice(s) of violation and/or notice(s) of exclusion shall be prima facie evidence of the facts stated therein and shall establish a rebuttable presumption supporting the exclusion of the individual. At the hearing, the Hearing Officer will review the prima facie validity of the Notice of Exclusion. Metro and the excluded person may present evidence including witness testimony to the hearing officer and may question witnesses who are present at the hearing. The Hearing Officer's decision shall be based on a preponderance of the evidence. Hearing officers shall have the discretion to dismiss or reduce the fines or other penalties, cancel the Notice of Exclusion, and make necessary modifications in the interests of justice **including permitting enrollment in an appropriate Metro diversion program for which such person is eligible,** in accordance with any policies or procedures adopted by the Metro Hearing Unit. Continuances of the appeal hearing are disfavored but may be ordered by the hearing officer. The hearing officer may authorize the recording of the hearing. The decision of the hearing officer shall be made in writing. The decision of the Hearing Officer shall be deemed in full effect upon personal service to the excluded person or five days after the mailing of the decision to the address provided by the excluded person.

LACMTA Administrative Code section 6-05 Penalty Schedule

Metro Customer Code of Conduct Chapter 6-05 Penalty Schedule*

Code Section	Description	1 st Offense**	2 nd Offense	3 rd Offense	4 th Offense	5 th Offense or Greater
6-05-040	Bicycles, Skateboards and Skates					
6-05-040.A	Riding bicycles and skateboards in Metro facility	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-040.C	Tandem, three-wheeled or fuel-powered bicycles are not permitted in Metro facilities	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days 	<ul style="list-style-type: none"> > Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-050	Blocking					
6-05-050.A-1	Blocking, operating or obstructing Metro vehicle, occupying	<ul style="list-style-type: none"> > Notice of violation 	<ul style="list-style-type: none"> > Notice of violation 	<ul style="list-style-type: none"> > Notice of violation 	<ul style="list-style-type: none"> > Notice of violation 	<ul style="list-style-type: none"> > Notice of violation

	more than one seat, impeding safe boarding	> \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-100	Disorderly Conduct					
6-05-100.A-I, K-N	Spitting, hazardous material, urinating, defecating, throwing an object, gambling, hanging from rails, inciting violence, lewd conduct, prostitution, vandalizing/tampering, littering, injuring person or property	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-110	Food, Alcohol and Drugs					
6-05-110.A	Eating, drinking, smoking, vaping	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-110.B	Placing chewing gum onto Metro property	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-110.C	Drinking alcohol	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-120	Loitering					
6-05-120.A	Loitering	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-150	Noise					
6-05-150.A	Disturbing others	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > <u>\$40 fine for Minors</u> > Ejection > Exclusion for 90 days
6-05-150.B	Creating disruptive noise	> Notice of violation	> Notice of violation	> Notice of violation	> Notice of violation	> Notice of violation

		> \$75 fine > \$40 fine for Minors > Ejection	> \$75 fine > \$40 fine for Minors > Ejection	> \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-150.C	Playing sound device	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-090	Commercial Activity					
6-05-090.A, B, C	Permit required, comply with permit rules, no commercial in prohibited area	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-200	Signs					
6-05-200.A-D	Post, destroy, failure to obey signs	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-210	Solicitation					
6-05-210.A-B	Solicitation	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-230	Fares					
6-05-230.A, C (1), (5), (6), (8), (10)	Patrons must pay fare; Fare Evasion	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-230.B	Proof of payment	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 30 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 60 days	> Notice of violation > \$75 fine > \$40 fine for Minors > Ejection > Exclusion for 90 days
6-05-230.C (2-4), (7), (9)	Misuse of fare media	> Notice of violation > \$75 fine > \$40 fine for	> Notice of violation > \$75 fine > \$40 fine for	> Notice of violation > \$75 fine > \$40 fine for Minors	> Notice of violation > \$75 fine > \$40 fine for Minors	> Notice of violation > \$75 fine > \$40 fine for Minors

		<u>Minors</u> > Ejection	<u>Minors</u> > Ejection	> Ejection > Exclusion for 30 days	> Ejection > Exclusion for 60 days	> Ejection > Exclusion for 90 days
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* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the Code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

** All violators are subject to all penalties listed above. An individual who received a Notice of Violation is eligible to complete Metro Transit School. Transit School may only be completed, for the purpose of reducing any penalty payable, once in any 12 month period and prior to any second level appeal except by order of a Metro Hearing Officer.

Violations of the Customer Code that will be addressed through ejection*

Code Section	Description	1st Offense**	2nd Offense	3rd Offense	4th Offense	5th Offense or Greater
<u>6-05-090</u>	<u>Commercial Activity</u>					
<u>6-05-090.A, B, C</u>	<u>Permit required, comply with permit rules, no commercial in prohibited area</u>	<u>Warning and/or Ejection</u>	<u>Warning and/or Ejection</u>	<u>Warning and/or Ejection</u>	<u>Warning and/or Ejection</u>	<u>Warning and/or Ejection</u>

* Pursuant to the Customer Code of Conduct Section 6-05-240(C) any person who commits a criminal offense, or fails to pay a penalty when due or violates any provisions of the Code, including those not listed above, may be ejected from a Metro vehicle or facility by order of an authorized Metro representative, and may be excluded from all or a portion of Metro vehicles and facilities.

** All violators are subject to all penalties listed above. An individual who received a Notice of Violation is eligible to complete Metro Transit School. Transit School may only be completed, for the purpose of reducing any penalty payable, once in any 12 month period and prior to any second level appeal except by order of a Metro Hearing Officer.



Board Report

File #: 2016-1001, File Type: Federal Legislation / State Legislation (Position)

Agenda Number: 44

EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 19, 2017

SUBJECT: STATE LEGISLATION

ACTION: ADOPT STAFF RECOMMENDED POSITIONS

RECOMMENDATION

ADOPT staff recommended positions:

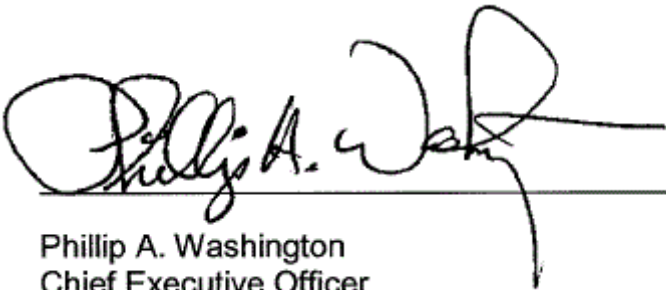
- A. **AB 1 (Frazier)** - Transportation Funding **SUPPORT WORK WITH AUTHOR**
- B. **SB 1 (Beall)** - Transportation Funding **SUPPORT WORK WITH AUTHOR**

ATTACHMENTS

Attachment A - AB 1 (Frazier) & SB 1 (Beall) Legislative Analysis

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Phillip A. Washington
Chief Executive Officer

ATTACHMENT A

BILL: ASSEMBLY BILL 1 & SENATE BILL 1

AUTHOR: ASSEMBLYMEMBER JIM FRAZIER (D-OAKLEY)
&
SENATOR JIM BEALL (D-SAN JOSE)

SUBJECT: TRANSPORTATION FUNDING

STATUS: PENDING COMMITTEE REFERRAL

ACTION: SUPPORT WORK WITH AUTHOR

RECOMMENDATION

Staff recommends that the Board of Directors adopt a SUPPORT WORK WITH AUTHOR position on the measures AB 1 (Frazier) and SB 1 (Beall). These measures would provide \$6 billion in annual funding for transportation. The bills would increase various taxes and fees, specify the allocation processes for the various programs, and, make various other reforms in the way transportation is funded.

Specifically the bill would:

- Increase the gasoline excise tax based on the Consumer Price Index (CPI).
- Restore the price based gasoline excise tax to the level prior to 2010;
- Increase the diesel sales and excise taxes
- Increase the vehicle license fee
- Implement a new Zero Emissions Vehicle Registration Fee
- Increase the percentage of cap and trade funds allocated to public transit.
- Restore truck weight fees to the State Highway Account
- Remove the California Transportation Commission from the California State Transportation Agency
- Make reforms in the environmental process for various transportation projects.
- Create an Advanced Mitigation program for transportation projects
- Repay outstanding loans for various transportation programs

DISCUSSION

The Chairs of both transportation policy committees introduced bills in the 2016 regular and special legislative sessions. The Metro Board of Directors supported all of those bills. The Chairs have now introduced separate bills in the 2017 regular legislative session. As discussions on transportation funding continue it is likely that these bills will see significant changes. Staff believes that due to the magnitude of the proposals and the importance of addressing transportation funding, it is important to take a position on these proposals early in the process.

The Chairs of the transportation policy committees in the Senate and Assembly have worked throughout the past year to develop a consensus transportation funding proposal. Each Chair had introduced individual and different proposals in both the regular and extraordinary legislative sessions under AB X1-26 and SB X1-1. Unfortunately, these discussions did not yield a consensus the close of the 2015-2016 Legislative session. The Chairs have since refined their respective proposals and have introduced new legislation during the new 2017-2018 legislative session under Assembly Bill 1 (Frazier) and Senate Bill 1 (Beall).

Metro has been actively engaged in these discussions by working with leadership in both houses, the Chairs of the policy committees and with members of the Los Angeles County legislative delegation. Most recently, Metro Board Chairman John Fasana transmitted a letter to the delegation urging them to come to agreement on a proposal and highlighting key points that should be in any final package. Those points are as follows;

- **Commitment to funding for transit** that provides a stable and secure source for funding for operating our expanding transit services.
- **Moderate and balanced gas tax increases and fees** to provide a sustainable funding source for state and local transportation infrastructure to address important state of good repair needs as well as our freight network which supports a key sector of the State's economy.
- **Repayment of previous transportation loans** including providing funds to repay projects in the Traffic Congestion Relief Program.
- **Commitment to funding for regional freight** network priorities in support of Metro's goods movement efforts and technology.
- **A package of policy reforms** that would re-establish transportation infrastructure as a top priority for the State, aimed at capital project streamlining and Greenhouse Gas (GHG) reductions, including extension of the authorization for Public Private Partnerships to accelerate transit and highway projects throughout the state.
- **Extension of the State's National Environmental Protection Act (NEPA) delegation** authority to streamline project approvals statewide by Caltrans.

The newly introduced AB 1 (Frazier) and SB 1 (Beall) are expected to generate \$6 billion in annual funding to repair and maintain state and local roads, improve trade corridors, support public transportation and make investments in active transportation. These measures would provide new annual funding for state, local and regional transportation improvements. The measures would also create additional funding sources for Transit, Freight and active transportation.

Historically, state funding for transportation has relied on the sales and use and excise taxes for diesel and gasoline. The transportation system nationwide has been challenged by a number of factors including the declining value of the gas tax. The gas tax at the state and federal level has not been increased in over 20 years. Over that

time, significant gains have been made in fuel efficiency and propulsion technologies which have allowed California in particular to significantly improve its air quality.

These new technologies are less reliant on gasoline and therefore pay less in gas taxes. As a result the ability to fund both the maintenance needs of the state highway and local streets and roads systems are facing significant challenges.

California continues the Vehicle Miles Travelled (VMT) User Fee pilot program through the California Transportation Commission. This effort is currently being implemented as a pilot program statewide. This is an important effort for the state and could create a long-term and sustainable funding system in place of the traditional per gallon tax. In the meantime however it is appropriate to consider an alternative short term solution for filling the funding gaps in the state's transportation funding budget as we continually face transportation, mobility, infrastructure and climate change challenges in our state.

Staff recommends that the Board adopt a SUPPORT WORK WITH AUTHOR(s) position on the measures AB 1 (Frazier) and SB 1 (Beall). We would work with the authors to advocate for the policy priorities outlined in the Chair's letter to the Legislature.

DETERMINATION OF SAFETY IMPACT

There is no determined safety impact due to the enactment of the proposed legislation.

FINANCIAL IMPACT

The enactment of the provisions in this statute could result in securing accelerated funding for Metro's expansive long-range transportation plan. The funding proposals will also help augment local streets and road repairs and increase access to funding through competitive grant programs. The estimated financial impact has yet to be determined.

ALTERNATIVES CONSIDERED

Staff has considered adopting either an oppose or neutral position on the bill. An oppose or neutral position would be inconsistent with Metro's Board approved 2016 State Legislative Program Goals to support efforts to increase funding for transportation projects in Los Angeles County.

NEXT STEPS

Should the Board decide to adopt a SUPPORT WORK WITH AUTHOR position on these measures; staff will communicate the Board's position to the authors and work to ensure inclusion of the Board's priorities in the final versions of the bills. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.



Board Report

File #: 2016-1005, **File Type:** Program

Agenda Number: 45

**REVISED
EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 19, 2017**

**SUBJECT: CONSIDER GOALS AND ACTIVITIES CONTAINED IN THE
2017 LEGISLATIVE PROGRAM**

ACTION: ADOPT THE 2017 FEDERAL AND STATE LEGISLATIVE PROGRAM

RECOMMENDATION

ADOPT the **proposed 2017 Federal and State Legislative Program.**

FASANA amendment in Attachment B, Goal 12.

ISSUE

The Board of Directors adopts, on an annual basis, a legislative program for the upcoming state legislative and federal congressional sessions, which provides guidance to staff on legislative issues and policy as a means of advancing and protecting Metro’s authority and the transportation interests of Los Angeles County.

DISCUSSION

Policy Implications

The role of the legislative program is to clearly define Metro’s goals and objectives by securing necessary legislative authority, program funding and regulatory actions needed at the state and federal levels. To achieve these important goals, Government Relations staff will implement a legislative strategy of consensus building and coordination with transportation stakeholders throughout Los Angeles County, the State of California and with Federal officials.

Federal Recap

In 2016, the agency continued to pursue our Board approved federal legislative priorities in Washington, D.C. Among the challenges with respect to advancing our agenda on Capitol Hill was the continued gridlock between the U.S. Senate and the U.S. House of Representatives. In a welcome departure from this gridlock, on December 3, 2015, Congress passed the Fixing America’s

Surface Transportation Act (FAST Act) and the President signed the bill into law on December 4, 2015. That action set the stage for 2016 where U.S. Department of Transportation worked to implement the new legislation which authorizes funding for all surface transportation programs through 2020. Metro worked closely with our Congressional Delegation to include a number of priorities in the FAST Act including dedicated funding for freight and goods movement projects, ensuring the continuation of important programs such as Transportation Infrastructure Finance and Innovation Act (TIFIA) and the New Starts Grant program, and lastly increased direct funding from the federal government for all transportation programs through the Highway Trust Fund.

In calendar year 2016, Metro secured a number of grants/loans authorized under the FAST Act, with a total value of over \$1.54 billion - in addition to receiving over \$500 million in federal formula transportation funds.

On April 19, 2016, Metro secured a \$4.3 million federal Low or No Emissions grant from the FTA for five battery-electric zero-emission buses, as well as eight charging stations for the Orange Line bus rapid transit corridor.

On July 28, 2016, Metro secured a federal TIGER grant in the amount of \$15 million for the Rosecrans/Marquardt Grade Separation project in Santa Fe Springs.

On September 8, 2016, Metro secured a \$10.5 million federal Bus and Bus Facilities grant for the replacement of buses that have met their useful life with CNG buses to operate in the South Bay and Gateway cities areas. This federal grant will also permit Metro to install related CNG infrastructure and train workers on the new technology.

On October 5, 2016, Metro - in partnership with the City of South Gate and Eco-Rapid Transit - received \$2 million in federal Transit Oriented Development funding to plan cooperatively to increase economic development throughout the proposed West Santa Ana Branch Light Rail corridor between downtown Los Angeles and Artesia.

On October 7, 2016, Metro secured a \$3 million Advanced Transportation and Congestion Management Technologies Deployment Program grant for Metro's Freight Advanced Traveler Information System (FRATIS).

On October 7, 2016, Metro secured a \$1.3 million Mobility on Demand (MOD) Sandbox grant to explore the viability of first/last mile solutions for trips originating and ending at select transit stops.

On December 15, 2016 Metro successfully signed a Full Funding Grant Agreement (FFGA) with the Federal Transit Administration in the amount of \$1.2 billion to fund the Westside Purple Line Extension (WPLE) Section 2.

On December 20, 2016, Metro closed a \$307 million TIFIA loan with the U.S. Department of Transportation for the WPLE Section 2.

In addition to FAST Act implementation, Metro successfully worked with U.S. Department of Transportation in 2016 to extend the Local Hire Pilot Program until March of 2017. This action allows

Metro to move forward on including local hire provisions in our contracting to ensure that the residents of Los Angeles County are benefitting from the local investment being made in our expanding transportation infrastructure. Metro looks forward to working with our Congressional Delegation and the Administration on making this program permanent in the 115th Congress.

Since 2010, at the direction of the Board of Directors, our agency began a campaign to advance legislative proposals that would address the acceleration of our transit and highway program, now known as America Fast Forward. Our America Fast Forward initiative has and continues to be discussed and debated by many senior transportation policymakers in Washington, D.C. This initiative remains a relevant policy proposal for President-elect Trump and the 115th Congress as discussion of an infrastructure package moves forward in 2017. A key aspect of the incoming Administration's proposal on infrastructure is to create innovative financing mechanisms that can help expand the nation's transportation infrastructure. That notion is a key aspect of the America Fast Forward initiative and we look forward to embedding innovative financing and funding tools in any infrastructure package advanced by the incoming Trump Administration and considered by Congress.

For the upcoming 115th Congress, we will be working to expand on our successes by working closely with the incoming Trump Administration and Congress on ways that we can best leverage our local funding to advance transit and highway projects across Los Angeles County. Given President-elect Donald Trump's stated interest in launching a new initiative to rebuild America's transportation infrastructure, our agency will be prepared with innovative financing proposals for the White House, incoming U.S. Secretary of Transportation Elaine Chao and Congress to consider.

State Recap

Each year, Metro successfully moves the largest legislative program of any transportation agency in the State of California through the legislative process. We were successful in obtaining approval through AB 2690 (Ridley-Thomas) to authorize Metro to require bidders to include subcontracting opportunities for small business enterprise (SBEs) and disabled veteran business enterprises (DVBES) as a component of the procurement process. Not only were we successful in securing passage of the legislation we were able to accomplish a key priority of the Board, expanding access to competition for small and disabled veteran business enterprises in the procurement process. Additionally, we advocated in support of a number of measures, including AB 1889 (Mullin), a measure that helped to secure funding specifically allocated to the "bookend" projects for the High Speed Rail project.

The 2016 Legislative session ended, yet again without resolution to one of the major challenges faced by the Legislature; addressing transportation funding in the First Extraordinary Session. A number of proposals were introduced into this session including a \$3 billion proposal from Governor Brown which contained a number of elements for which Metro had advocated. Senator Jim Beall and Assemblymember Jim Frazier introduced \$7 billion legislative funding proposals during the Special Session on Transportation in September 2016. Unfortunately, the leaders were unable to call a meeting of the Special Session to vote on the measures during the final hours of the legislative session. Metro advocated in support of the measures, and worked closely with the two Chairmen and key members of the Los Angeles County legislative delegation to communicate the Board's priorities for funding and policy reform.

On May 18, 2016, the California Transportation Commission (CTC) adopted the 2016 State Transportation Improvement Program (STIP) retaining \$152.5 million in programming in Los Angeles County over the 2016 STIP period, from Fiscal Year (FY) 2017 through 2021. Of this funding, \$102 million is for the Light Rail Vehicles and \$34.4 million is for a reimbursement to Metro for its advance expenditure on the Crenshaw/LAX Light Rail Transit project. A total of \$55.6 million (7.4%) in project funding was deleted from the Los Angeles County STIP program. This deletion included both Segment 6 (\$13.7 million) and Segment 13 (\$41.9 million) of State Route 138.

On August 16, 2016 the California State Transportation Agency (CalSTA) formally announced that Metro was awarded \$109.2 million in cap and trade funds under the Transit and Intercity Rail Capital Program for the Airport Metro Connector/96th Street Station and the Red/Purple Line Core Capacity Improvements projects. Metro received the largest share of the \$390 million that was available statewide. Metro staff continues to advocate to increase the share of cap and trade funding for transit and highway projects under the TIRCP, LCTOP, SHOPP and STIP programs. The STA funding allocation formula fix remains a challenge.

We were successful in advocating in support of increased funding for ITS programs under the purview of the UC system from the state's Public Transportation Account. The Budget Subcommittee adopted an additional \$3 million in funding for the ITS program in 2016-17.

One key priority is the continued authorization to pursue Public Private Partnerships (P3s). The authorization expired at the end of 2016. Metro is working closely with a coalition of stakeholders in Sacramento to continue to urge the Legislature to reauthorize this important tool and Metro's state advocacy team will continue those efforts in next year's legislative session.

In addition to advocating in support of the re-authorization for Public Private Partnerships, we are working to ensure passage of an urgency measure that would extend Caltrans' NEPA delegation authority indefinitely. The Federal NEPA delegation for Caltrans expired at the end of 2016, and a new measure was introduced at the beginning of the 2017 legislative session due to the sponsorship of Self-Help Counties and our added support. Caltrans' federal NEPA delegation authority allows Caltrans the ability to evaluate projects for NEPA clearance directly, streamlining project approval processes.

Also unresolved from this year is the push for the re-structuring of Metro's current Board of Directors. In 2016, two separate proposals were introduced in the legislature to re-structure Metro's Board of Directors to include members appointed by the State legislature and representatives from the Gateway Cities area. Staff were successful in advocating against the measures that would offset the balance of the current structure, which was established as a result of a bottoms-up process. We anticipate that a new measure will be brought forward this upcoming legislative session.

During next year's legislative session, staff anticipates that we will be addressing a number of new challenges. We anticipate there will continue to be discussions about federal freight funding under the FAST Act as the CTC determines guidelines for distribution of discretionary funds. We have been engaged internally to ensure that we are working in partnership with other regional transportation agencies and our State partners to prioritize funding for Southern California. We have a distinct

priority to advance highway and freight corridor projects under the FASTLANE grants program and we are continuing to maximize the opportunities through the partnerships with the Governor and on the federal level. In addition, OPR is establishing guidelines for sustainability under Senate Bill 743 and we are working closely to ensure that Metro's sustainability and transit oriented development priorities are incorporated in the final guidelines.

Both policy committee chairs as well as leadership in both houses continue to discuss the various proposals and have indicated that they would like to reach agreement on a package early in 2017. Despite multiple attempts last year to reach consensus on a comprehensive transportation funding package, an agreement still remains elusive. Metro is working closely with a coalition of transportation stakeholders to both urge the Legislature to come to agreement on a package and to ensure that the package reflects the needs of Los Angeles County. We remain hopeful that an agreement can be reached early in 2017.

A major initiative of Metro in the 2017 State Legislative session will be to seek changes in state law, including increased penalties, for those who commit assaults against our operators and personnel. Thousands of our employees are spread across Los Angeles County as we provide service to the largest service area of any public transit agency in the Country. Our employees are vulnerable and we must do everything we can to protect them. Metro has taken a series of steps to prevent assaults including the installation of protective barriers, television monitors located above the farebox, and training employees on de-escalation techniques. We have also worked closely with the Los Angeles Sheriff's Department and the District Attorney to support full prosecution of those who assault our operators. Despite these efforts, assaults still occur far too often and when cases are prosecuted they rarely result in serious penalties being assessed.

Specifically we would look to advance two changes in law. The first would be to allow such assaults to be charged as a felony if the assault occurs when a transit vehicle is in operation. Secondly, a limited number of agencies in California have been authorized to issue prohibition orders to individuals under certain circumstances. We would also look to include Metro as one of the agencies authorized to use this enforcement tool.

In addition to the above staff will be working to address a variety of other issues in the Legislative process, budget process as well as in various administrative processes in Sacramento these include but are not limited to:

- Funding for goods movement projects - The new federal bill allocates funds to California and the California Transportation Commission (CTC) will be finalizing guidelines early in the year and allocating these funds in 2017.
- Metro is proposing to expand the ExpressLanes network in Los Angeles which will require authorization by the CTC.
- Clarifying the process by which utilities bill Metro and potentially reduce Metro's operating costs.
- Increasing funding for Metro's Freeway Service Patrol program.
- Working with the California Air Resources Board to advance Metro's Zero Emission Bus

Program.

- Supporting the allocation of cap and trade funds to Los Angeles County.
- Extending the authorization to Metro to establish Enhanced Infrastructure Financing Districts.

DETERMINATION OF SAFETY IMPACT

Approval of this item will not have an impact on safety.

FINANCIAL IMPACT

A number of the proposed state and federal legislative initiatives may provide additional funding for countywide transportation programs and projects.

ALTERNATIVES CONSIDERED

The Board of Directors could determine that a legislative program is unnecessary for the agency. Failure to adopt a legislative program could result in Metro being ill prepared to address the policy and legislative challenges that will arise during the coming year.

NEXT STEPS

Government Relations staff will continue to regularly sponsor briefings in Washington, D.C. and Los Angeles County for our Congressional Delegation and other key staffers on both the House and Senate Appropriations and Authorization committees. We have and will continue to place a strong emphasis on briefings for professional staff members working for House and Senate committees with primary responsibility for authorizing and appropriations bills - in addition to advancing our plan to accelerate both our transit and highway program through our America Fast Forward initiative.

In Sacramento, we will continue to develop and strategically advance our agency's Board approved State Legislative Program through maintaining support and close relationships with the Los Angeles County State Legislative Delegation, key leaders in the Senate and Assembly Transportation Committees, as well as key stakeholders including, the Governor, Caltrans, California Transportation Commission, and the California State Transportation Agency.

Government Relations staff will initiate briefings for the Gubernatorial Administration, members of the Legislature as well as committee staff. We will also work with state legislators to author any legislative initiatives proposed by this program. At the federal level, Government Relations will keep in close contact with new and existing members of our Congressional delegation and key Authorizing and Appropriations staff to keep our projects at the forefront. Staff will continue to monitor and track legislative efforts sponsored by other transportation interests and inform the Board of that legislation. Pursuant to the Board adopted Board Advocacy Plan we will also work closely with the Board to utilize Board member's relationships and experience in legislative matters.

Government Relations will continue to ensure that our legislative priorities and efforts are coordinated with our regional transportation partners, including Metrolink, Southern California Associations of Governments (SCAG), Municipal Operators, and Southern California County transportation commissions.

In addition, Government Relations will continue to pursue state and federal legislative initiatives that promote the efficient and rapid delivery of Measure R and Measure M projects as well as leverage Measure R and Measure M funds for additional state and federal transportation resources, and to form a coalition to protect state revenues.

The 2017-2018 State Legislative Session began on December 5, 2016. The 2017 Federal Legislative Session with both the U.S. House of Representatives and U.S. Senate is scheduled to return in January 2017 to convene the new 115th Congress.

ATTACHMENTS

Attachment A - 2017 Federal Legislative Program

Attachment B - REVISED 2017 State Legislative Program

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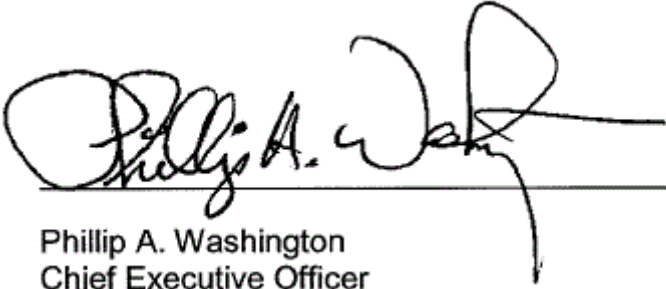
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Phillip A. Washington
Chief Executive Officer

2017 FEDERAL LEGISLATIVE PROGRAM

GOAL #1: WORK TO PURSUE LEGISLATIVE INITIATIVES THAT PROMOTE INNOVATIVE FINANCING TOOLS THAT HELP ACCELERATE LOCAL TRANSPORTATION PROJECTS

Proposed Activities:

Seek to adopt language in any tax reform legislation or infrastructure package that would create an America Fast Forward Transportation Bond Program or program that helps transit agencies leverage local funding to accelerate transit and highway projects. Concurrently, work to advance initiatives that would amend sections of the FAST Act, like the FASTLANES grant program, to dramatically expand its funding level, make it a multi-year grant program like the New Starts program and ensure that the program works for eligible P3 transit and highway projects. Securing new and innovative federal finance tools will permit our agency to accelerate the construction of key transit and highway/goods movement projects funded both under Measures R and M.

GOAL #2: CONTINUE TO AGGRESSIVELY ADVANCE OUR EFFORT TO REFORM FEDERAL LOCAL HIRE RULES

Proposed Activities:

Work with the incoming Trump Administration and key members of Congress to advocate for the continuation of the Local Hire Pilot Program begun by the U.S. Department of Transportation in 2014. Parallel to this effort, Metro will work with Congresswoman Karen Bass and others to have language included in the Fiscal Year 2017 transportation appropriations bill to reform federal Local Hire rules. Our efforts in this regard will highlight studies that have shown that local hire programs do not compromise competition for transit and highway projects and procurements.

GOAL #3: PROMOTE INCREASED FEDERAL INVESTMENT IN FREIGHT AND GOODS MOVEMENT PROJECTS IN LOS ANGELES COUNTY

Proposed Activities:

With the addition of two new grant programs in the FAST Act, one discretionary and one formula, which dedicate federal funding for projects that improve the movement of goods, Metro will work aggressively with our Congressional Delegation, the incoming Trump Administration as well as with key regional and national stakeholders to advocate for funding to move freight more efficiently across Los Angeles County. In

addition to the recently created FAST Act freight grant programs, Metro will also seek to secure additional federal funding for goods movement projects through other grant sources that can also be used on freight projects – for example – through the TIGER grant program.

GOAL #4: WORK TO OBTAIN FUNDING FOR METRO’S NEW STARTS PROJECTS AND ADVANCE OUR NON-NEW STARTS PROJECTS – GOLD LINE FOOTHILL EXTENSION AND CRENSHAW/LAX TRANSIT PROJECTS

Proposed Activities:

Work with our Congressional Delegation, transportation leaders in the House and Senate and the U.S. Department of Transportation to ensure the free flow of funds from Full Funding Grant Agreements and TIFIA loans for both the Regional Connector and the Westside Subway Extension. Parallel to this effort and as previously directed by our Board of Directors, we will continue to support seeking non-New Starts funds for the Gold Line Foothill Extension and Crenshaw/LAX transit projects. In addition, we will work to ensure that the Federal Transit Administration, Federal Aviation Administration, among other federal agencies, continue to work cooperatively with our agency on issues related to bringing a rail connection to LAX.

GOAL #5: ADVOCATE FOR REGULAR ORDER IN THE ANNUAL APPROPRIATIONS PROCESS

Proposed Activities:

Work with our Congressional Delegation and stakeholder organizations to advocate for the importance of debating and enacting annual appropriation bills that provide a full year of funding for transportation programs. Included in funding that is approved by the House and Senate Appropriations Committees is funding for the New Starts Grant program and the TIGER Grant Program. Both of these grant programs are funding outside of the Highway Trust Fund and are vitally important to advancing the transportation goals for Los Angeles County.

GOAL #6: CONTINUE TO WORK WITH METROLINK AND REGIONAL TRANSPORTATION AGENCIES TO SUPPORT – AS NEEDED - THE APPLICATION OF FEDERAL FUNDS FOR POSITIVE TRAIN CONTROL (PTC) TO SIGNIFICANTLY IMPROVE THE SAFETY OF COMMUTER RAIL SERVICE IN LOS ANGELES COUNTY AND ADJOINING COUNTIES

Proposed Activities:

Continue to work in close cooperation with U.S. Senator Dianne Feinstein and U.S. Senator-elect Kamala Harris, members of the Los Angeles County Congressional Delegation, Metrolink, APTA and other key stakeholders to ensure that any federal

funding provided for Positive Train Control takes into consideration commuter rail lines that dedicated significant local funds to meet the new federally mandated PTC deadline of December, 2018.

GOAL #7: ADDITIONAL PRIORITIES

Proposed Activities:

Work to secure federal funds to advance Metro's Transit-Oriented Communities policy;

Work to secure federal funds to enhance Metro's security program;

Work with Metro's regional partners to advance career education and training programs that will ensure the needed workforce to operate and maintain our transit system is ready and available;

Aggressively advocate for the renewal of the alternative fuels excise tax credit;

Work to extend the commuter tax benefit to remain at \$230 per month for transit users;

Work to ensure that the U.S. Department of Transportation clarifies that ferryboat miles between mainland Los Angeles and Catalina Island are counted for purposes of Los Angeles County's annual apportionment from the Section 5307 Urbanized Area Formula Program (UAFP);

Work to advocate for all Metro discretionary grant applications;

Work closely with the Administration and USDOT on regulations and proposed rulemakings that impact Metro.

2017 STATE LEGISLATIVE PROGRAM

GOAL #1: ENSURE THE STATE CONTINUES TO FULLY FUND THE MAJOR TRANSPORTATION PROGRAMS IN THE STATE

Proposed Activities:

Protect Metro's key fund sources;

Communicate the importance of stable transportation funding to improve mobility in Los Angeles County, foster economic development and create jobs;

Protect the transportation funding system established by the sales tax/gas swap legislation;

Protect Public Transportation Account revenues which have been funded by the sales tax on diesel fuel;

Secure proportionate share of federal funds allocated via state mechanisms, such as CMAQ and alternative transportation programs; and

GOAL #2: PURSUE LEGISLATIVE INITIATIVES AIMED AT INCREASING FUNDING FOR LOS ANGELES COUNTY TRANSPORTATION PROJECTS

Proposed Activities:

Support transportation funding proposals and ensure that they are structured to support Metro's projects and programs.

Work with statewide partners on any efforts to implement new transportation related fees or taxes and ensure these revenues are allocated in proportion to LA County's needs and at the discretion of local agencies; and

Support legislation that would enhance opportunities for Value Capture or related concepts and mechanisms to fund transportation infrastructure or promote Transit-Oriented Developments.

GOAL #3: WORK TO ENSURE IMPLEMENTATION OF METRO'S BOARD ADOPTED LRTP

Proposed Activities:

Pursue strategies and funding opportunities to implement the Highway Program in the LRTP;

Work to secure additional funds through the STIP, SHOPP and bond funds; and

Pursue Public Private Partnerships, Construction Manager/General Contractor procurement, and other innovative opportunities to advance projects in the LRTP.

GOAL #4: SUPPORT EFFORTS TO IMPROVE SAFETY ON THE REGION'S COMMUTER RAIL SYSTEM

Proposed Activities:

Advocate for additional state funding to increase the safety of the commuter rail system in Los Angeles County and the entire Metrolink service area;

Support additional funding for enhanced commuter rail safety, especially for automatic train stop/positive train control systems, grade separations and double tracking single track portions of Metrolink's service area; and

GOAL #5: MAXIMIZE OPPORTUNITIES FOR FUNDING LOS ANGELES COUNTY'S TRANSPORTATION PROJECTS AND PROGRAMS THROUGH IMPLEMENTATION OF THE STATE'S CAP AND TRADE PROGRAMS

Proposed Activities:

Ensure Cap & Trade funds are allocated to transportation, that Los Angeles County receives a proportionate share; and

Advocate and secure commitment for Cap & Trade revenues to be allocated by the County Transportation Commission and other agencies.

GOAL #6: COORDINATE WITH OUR LOCAL AND STATE PARTNERS TO INCORPORATE THE REGION'S NEEDS IN EMERGING CLIMATE CHANGE AND SUSTAINABILITY PROGRAMS

Proposed Activities:

Monitor continued implementation of AB 32 and SB 375 (including sustainable community strategies and related initiatives/ documents);

Work in partnership with the California Air Resources Board (CARB) to support Metro's projects and programs;

Advocate the connection between transit operations funding, SB 375 and other state global warming policies, programs and initiatives;

Support initiatives that promote greenhouse gas emissions reduction strategies such as vehicle miles travelled reduction, active transportation, and operational efficiency best practices;

Support continued efforts to encourage smart growth and other connectivity and livability principles and their interaction with transit and highway investments while preserving authority of local agencies;

Support legislative efforts to include (programs affecting environmentally sensitive stakeholders and clean air programs) in our region, particularly with regards to regional transit planning, construction, and procurement efforts;

Support new initiatives that encourage the use of advanced, environmentally friendly and cost-effective strategies in the construction and retrofit of transit facilities including infrastructure related to renewable energy, low impact development, sustainable construction practices, and similar technologies;

GOAL #7: ACTIVELY WORK WITH STATE, REGIONAL AND LOCAL TRANSPORTATION INTERESTS TO SECURE, PROTECT AND ENHANCE TRANSPORTATION FUNDING AND PROGRAMS STATEWIDE

Proposed Activities:

Work with Governor Brown's Administration to preserve and increase flexibility in the use of transportation funds;

Identify and pursue opportunities for additional funding for Southern California transportation projects, including, but not limited to, mechanisms to reinvigorate the State's infrastructure bank;

Support efforts to secure funding and/or obtain authority to generate additional funding for bus transit capital, operations, security needs, corridor projects, soundwalls, bike projects, Service Authority for Freeway Emergencies (SAFE) and other important transportation projects and programs;

Work with other agencies and the State to seek remedies to increase funding for Metro's Freeway Services Patrol (FSP) operations.

Work cooperatively with other transit agencies throughout the State, including the CTA, to secure and increase funds for transportation services, projects and programs;

Support efforts to secure new funding for regional rideshare services; and

Identify and pursue opportunities for funding and to enhance authority where necessary to improve security and safety for customers, employees and property.

GOAL #8: SUPPORT LEGISLATIVE AND REGULATORY ACTIONS THAT ENHANCE AND PROTECT METRO'S ABILITY TO DELIVER TRANSPORTATION PROJECTS AND SERVICES IN LOS ANGELES COUNTY

Proposed Activities:

Support efforts to clarify the oversight responsibilities of the PUC with respect to rail transit and improve the administration of PUC regulations;

Oppose legislation that would seek to restructure the Metro Board of Directors;

Oppose legislation that would preempt collective bargaining, impose benefits in collective bargaining agreements or restrict the rights of local agencies in the collective bargaining process;

Preserve our authority in regional transportation funding decisions including those granted through SB 45;

Continue to advocate for California Environmental Quality Act (CEQA) reforms for transportation projects with continued collaboration of statewide stakeholders and organizations;

Monitor and work with implementation of pension reform so that Metro is able to maintain a stable work force and ensure adequate succession planning;

Support efforts to enhance the use of electronic fare payment or smart card technology; and

Explore authorizing the use of forward facing cameras on Metro's buses.

GOAL #9: OPPOSE ANY LEGISLATION THAT COULD NEGATIVELY IMPACT METRO'S ABILITY TO OPERATE THE EXPRESSLANES PROGRAM AND SUPOORT LEGISLATION THAT ALLOWS FOR FUTURE EXPRESSLANES EXPANSION.

Proposed Activities:

Support legislation that:

1. Encourages development and utilization of regulations and technologies that would enhance the ability to verify vehicle occupancy and toll collection/payment.

2. Enhances Metro's ability to enforce the ExpressLanes Board adopted toll policy.
3. Amends or clarifies California vehicle code sections to authorize Metro to enforce occupancy requirements in the ExpressLanes; amends Streets and Highways codes that impact Metro's interoperability with other California toll agencies.
4. Enables implementation of Metro's ExpressLanes strategic plan network upon Board approval.
5. Provides clarification of AB 194 regarding roles and responsibilities of Metro and Caltrans.

Vigorously oppose legislation that negatively impacts:

1. Metro's ability to manage ExpressLanes demand utilizing congestion pricing.
2. Financial viability and local control of ExpressLanes revenues.
3. Limit Metro's ability to expand the ExpressLanes network.

GOAL #10: SUPPORT EFFORTS TO IMPLEMENT HIGH SPEED RAIL (HSR) IN LOS ANGELES COUNTY

Proposed Activities:

Metro supports the California High Speed Rail Project.

Metro is encouraged by the efforts to incorporate a blended corridor concept in its planning and to continue to evaluate and identify the need to connect the project to Los Angeles County.

We encourage the State to make specific commitments to funding the segment connecting to Los Angeles County and to maintain this segment as a high priority in future plans.

Metro supports the allocation of funding to elements of the blended corridor concept in Los Angeles County to support the ultimate completion of the High Speed Rail project.

Ensure timely implementation of Proposition 1A including allocation of connectivity funds.

GOAL #11: SECURE APPROVAL OF KEY FREIGHT PROJECTS AT THE CALIFORNIA TRANSPORTATION COMMISSION

Proposed Activities:

Support efforts to establish local consensus on federal FAST Act guidelines for funding allocation.

Support efforts to fund goods movement and freight projects through the CTC.

GOAL #12: SPONSOR THE FOLLOWING LEGISLATION TO IMPROVE OUR ABILITY TO DELIVER QUALITY SERVICE

Proposed Activities:

Sponsor legislation to strengthen penalties for assaults on bus operators.

Sponsor legislation to clarify utility billing for Metro.

Sponsor legislation to update various provisions of Metro's statutes ~~ethics requirements~~ to conform those provisions to those of other agencies.

Sponsor legislation that would authorize Metro to establish Enhanced Infrastructure Financing Districts.



Board Report

File #: 2016-1008, File Type: Policy

Agenda Number: 46

EXECUTIVE MANAGEMENT COMMITTEE JANUARY 19, 2017

SUBJECT: PROJECT LABOR AGREEMENT, CONSTRUCTION CAREERS POLICY RENEWAL AND INCLUSION OF JOINT DEVELOPMENT

ACTION: APPROVE RENEWAL OF PROJECT LABOR AGREEMENT AND CONSTRUCTION CAREERS POLICY; APPROVE INCLUSION OF JOINT DEVELOPMENT IN THE POLICY AND RELATED POLICY UPDATES.

RECOMMENDATION

APPROVE:

- A. the renewal of the Project Labor Agreement (PLA), and Construction Careers Policy (CCP), as amended;
- B. the updated PLA (Attachment A) which covers certain Metro Construction and Joint Development (JD) projects,
- C. the updated CCP (Attachment B) which covers certain Metro Construction and Joint Development projects; and
- D. the updated Metro JD Policy (Attachment C) to incorporate Metro's PLA and CCP and separate the JD Policy from the JD Procedures.

ISSUE

The passage of Measure M will bring an unparalleled volume of transit infrastructure construction work to this region. Measure M will also provide Metro with an opportunity to provide unparalleled employment and training opportunities through its PLA and CCP to mitigate the harms caused by geographically concentrated poverty and unemployment to disadvantaged areas throughout the United States. Metro staff is seeking to renew the Project Labor Agreement and Construction Careers Policy at this time to clarify project applicability now that Measure M has passed. Metro's initial PLA and CCP agreements were adopted by the Board in January 2012 which included language referencing Measure R. This Board report includes revisions to the PLA and CCP to add Measure M projects to these programs, address updates to remain current with laws and regulations, incorporate lessons learned from contractors and community stakeholders, and expand the agreement to include certain Joint Development (JD) projects. The actions in this Board report will implement amendments to the PLA and CCP policies and update the JD Policy to apply the negotiated terms to cover JD projects, as defined in the policies and in the report below. In addition,

the JD Policy is being updated to separate the “policy” from “procedures” to allow for a more efficient implementation of the JD Program. If approved, these changes would go into effect January 27, 2017 and supersede the existing agreement.

DISCUSSION

Background

The PLA and CCP were adopted by the Metro Board in January 2012 to encourage construction employment and training opportunities to those who reside in economically disadvantaged areas. Currently, the PLA and CCP apply to certain locally-funded (non-federal) and federally-funded construction projects with a construction value greater than \$2.5 million. Metro’s Diversity and Economic Opportunity Department (DEOD) oversees implementation and compliance with the PLA and CCP. The term of the current PLA and CCP is for five years and expires April 2017. To date, the PLA and CCP have not applied to JD projects.

Impact of PLA and CCP

The Project Labor Agreement facilitates careers in the construction industry to promote employment opportunities on Metro transit construction projects. The PLA sets the terms of employment and includes targeted hiring requirements of 40%, apprentice hiring requirements of 20%, and disadvantaged worker hiring requirements of 10%.

The purpose of the Construction Careers Policy is to encourage construction employment and training opportunities that will result in sustained construction careers. The CCP serves as a policy for contractors to comply with hiring requirements and includes the terms that are in the PLA.

Metro has implemented the PLA and CCP with great success and is currently exceeding all hiring goals program wide. Out of 21 projects valued at over \$5 billion (9 completed construction projects, and 12 currently active projects) Metro’s PLA and CCP has achieved the following attainments program wide:

- Targeted Worker Goal 40% Attainment 58.89%
- Apprentice Worker Goal 20% Attainment 20.16%
- Disadvantaged Worker Goal 10% Attainment 12.64%
- PLA Worker hours performed to date Over 3.5 million hours
- Economically Disadvantaged hours Over 2 million hours
- Apprentice Worker hours to date Over 525 thousand hours
- Disadvantaged Worker hours to date Over 440 thousand hours

The success of the PLA and CCP programs have also provided opportunities for training and employment programs like Metro’s Women Build Metro Los Angeles, and contractor sponsored boot camps to recruit targeted individuals residing in underserved communities. As expansive and complex as Metro’s construction infrastructure program is, it is critical to create a pipeline of apprentice and future construction workers to support this program and future construction projects. Staff has worked closely with contractors, community based organizations and job coordinators and are incorporating lessons learned to increase the effectiveness of the PLA and CCP. To this end, staff coordinated and facilitated a PLA/CCP symposium that brought together over 100 individuals

representing a diverse set of stakeholders, including public agency PLA administrators, contractors, union representatives and community based organizations. Additionally, staff has requested, and will make available, a listing of all apprenticeship training programs, and the fees required for them so participants of boot camps are fully aware of the costs associated with applying for apprenticeships. This will eliminate participants of boot camps not being aware of the fees required to enter into an apprenticeship training program after completing a boot camp. Staff will also work with the trades on the feasibility of having payment plans available for applicants, and work with contractors to assist with apprenticeship entrance fees. The LA/OCBCTC has agreed to participate in a Joint Labor Management Subcommittee twice a year to support recruitment of apprentices into Metro's PLA/CCP program.

Inclusion of Joint Development in PLA and CCP

Staff is currently proposing to expand the PLA and CCP program to include Joint Development projects in efforts to create more opportunities for training and employment. Metro's JD team worked closely with DEOD and the Los Angeles/Orange Counties Building & Construction Trades Council (LA/OCBCTC) to develop an approach to applying the PLA and CCP that balances Metro's goals of improving access to quality construction jobs while ensuring the competitiveness and financial feasibility of JD projects as well as meeting other community development goals. Metro's JD team also held a roundtable and interviews with both for-profit and non-profit affordable housing developers to solicit feedback. Based on feedback from developers and review of other PLA policies applicable to commercial real estate projects, Metro and the LA/OCBCTC developed threshold criteria for application of the PLA and CCP to JD projects.

The recommendations in this report will apply the PLA and CCP to JD projects that result from either a solicited or an unsolicited proposal received after Metro Board adoption of this item, and that meet the following threshold criteria:

- A mixed-use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built;
- A residential-only project that exceeds sixty (60) residential units; or
- A commercial-only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.

The policies will not apply to JD sites that are already in negotiations or for which a solicitation has already been released.

Other PLA and CCP Amendments

- The revised PLA includes amendments to update the LA/OCBCTC's Drug and Alcohol Testing Policy. Updated regulations require the current PLA's Memorandum of Understanding Testing Policy for Drug Abuse to be replaced by the new LA/OCBCTC's Approved Drug and Alcohol Testing Policy.
- The current PLA covers Measure R and other contracts with a construction value greater than \$2.5 million. This Board report specifically appends Measure M projects to Metro's current PLA and CCP programs.

- The revised PLA includes updated language to ensure that construction contractors, with or without union affiliation, may be awarded construction contracts by Metro provided that the contractors abide by the terms of the PLA and CCP, in accordance with regulatory requirements.
- The revised PLA adds a section to address any jurisdictional disputes involving the Southwest Regional Council of Carpenters (Carpenters). Although the Carpenters were not signatory to Metro's original PLA, this amendment will ensure that any disputes will be resolved without any occurrence of strikes, work stoppages or slow-downs and will follow the adopted dispute process. This will facilitate the Carpenters becoming signatory to Metro's PLA.
- The revised PLA increases the number of arbitrators listed as resources to conduct arbitrations to decrease the amount of time required to resolve disputes. The current list of arbitrators is limited and their workloads may prevent timely resolution of disputes.
- The revised PLA will include updates to the list of signatory trades.
- The revised PLA agreement requests a 10-year extension, to be in-line with Metro's 10-year project management plan approach.
- The Joint Development amendments recommended to the PLA and CCP are limited to making JD projects part of the policies' definition of "covered projects" and set forth the threshold described above. Any future amendments and updates to these policies would include the updated JD provisions included herein.
- This agreement with the LA/OCBCTC will include an understanding that when Boot Camps to support Metro construction projects are convened between Metro and the LA/OCBCTC, graduates of the Boot Camp will have priority hiring to construction jobs.
- This agreement with the LA/OCBCTC will make available a list of fees required for apprenticeship entry. Metro staff will make the information available on its website, at outreach and recruitment events, and at boot camps and job fairs.

Joint Development Policy Update

The updated JD Policy has two objectives:

1. Inclusion of the PLA and CCP as applicable policies for projects that meet the threshold criteria; and
2. A separation of the "JD Policy" from the "JD Procedures." Best practices with organizational policies are to have clear policy provisions adopted by a Board or governing body, with a companion "procedures" document that can be administratively updated as needed. Prior versions of the JD Policy kept these sections together as one document, making it less efficient for staff to amend procedures when needed that are in keeping with the adopted policy.

DETERMINATION OF SAFETY IMPACT

Approval of the PLA, CCP and JD policies will have no impact on safety. Any future development resulting from the JD Program will be carefully reviewed by Metro Operations and Safety.

FINANCIAL IMPACT

The funding required to implement a PLA and CCP will be included in the budget in each capital construction project and/or the Developer's construction budget for each JD project. The requirements to include the PLA and CCP, hire a jobs coordinator and monitor compliance will be included in the competitive Requests for Proposal (RFP) for the contractors working on the covered construction projects and the Developers seeking JD projects. Metro's responsibilities for monitoring compliance with the program will be included in the Metro budget as each new project is approved by the Board, and/or the annual Metro budget process.

ALTERNATIVES CONSIDERED

The Board may choose not to adopt the renewal of the PLA and CCP, nor update the PLA and CCP to include JD policies. This is not recommended, as the success of the PLA/CCP program has had significantly positive impacts in the region and application of these policies is in keeping with Metro's commitment to ensure that construction jobs resulting from the investment in transit capital projects benefit disadvantaged communities. In addition, the recommended policy updates resulted from a proactive negotiation with the LA/OCBCTC and have been carefully vetted to ensure these are in keeping with the JD Program's commitment to promoting transit oriented communities.

NEXT STEPS

Include the adopted and amended PLA/CCP in upcoming construction procurements with a construction value greater than \$2.5 million, and advertised after January 26, 2017, and additionally, apply to JD projects that meet the criteria described in the policy. Metro staff will post the updated policies on the relevant Metro web pages, provide notice to stakeholders through an e-blast, and include the policies in future JD solicitations.

ATTACHMENTS

Attachment A: Updated Project Labor Agreement

Attachment B: Updated Construction Careers Policy

Attachment C: Updated Joint Development Policy

Attachment D: Letter of Support

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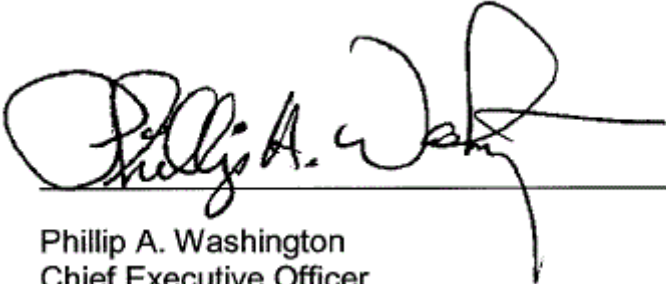
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PROJECT LABOR AGREEMENT

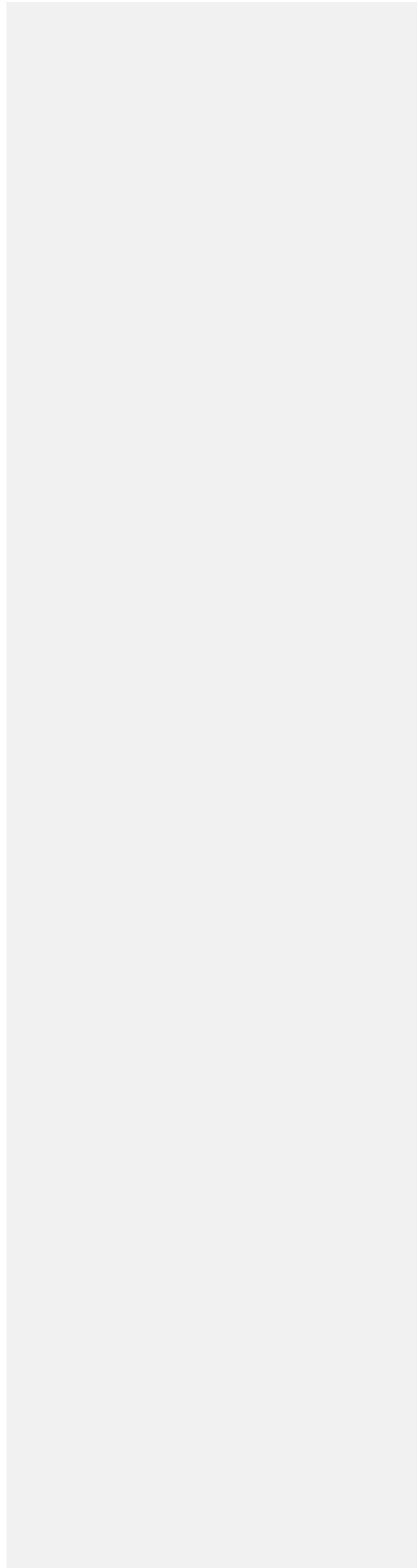
***THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY***



***THE LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL AFFILIATED WITH THE
BUILDING & CONSTRUCTION TRADES DEPARTMENT (AFL/CIO)
AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS***



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PROJECT LABOR AGREEMENT
LACMTA and LAOCBCTC

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Attachment “C” – [Memorandum of Understanding Testing Policy for Drug Abuse Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy](#)

PURPOSE

The purpose of this Project Labor Agreement (Agreement) is to facilitate careers in the construction industry and to promote employment opportunities during the construction of the Capital Improvement Projects, including, but not limited to, Measure R ~~and Measure M Transit Projects and~~ Highway Projects, ~~and certain Joint Development (JD) Projects~~, awarded by the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), and to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the covered projects.

WHEREAS, the LACMTA is responsible for the design and construction of the covered projects; and

WHEREAS, the successful completion of the covered projects is of utmost importance to the LACMTA and the general public of the County; and

WHEREAS, the work to be done will require maximum cooperation from the Parties; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the LACMTA to directly combat poverty and unemployment; and

WHEREAS, the LACMTA has adopted a Construction Careers Policy, which encourages construction employment and training opportunities in ways calculated to mitigate the harms caused by geographically concentrated poverty, unemployment and underemployment in economically disadvantaged and extremely economically disadvantaged areas and among disadvantaged workers throughout the United States; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the LACMTA to maximize business opportunities for minority, women and other small business enterprises in LACMTA contracts; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which are signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the LACMTA, the Unions, contractors, subcontractors, employers and workers would be best served if the construction work proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers/~~Developers~~ and the Unions desire to mutually establish

and stabilize wages, hours and working conditions for the workers employed on this Project by the Contractors/Employers/Developers, and further, to encourage close cooperation among the Contractors/Employers/Developers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the Contractors/Employers/Developers and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that Contractors/Employers/Developers are bound and shall remain bound, for the duration of this Agreement by the terms of this Agreement and applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Contractors/Employers/Developers, in effect and covering the area of this Project; and

WHEREAS, this Agreement reflects a commitment by all parties to the diversity in the workforce hiring that reflect levels of minority, women, and other worker utilization at levels which are representative of the relevant workforce of these groups in the Greater Los Angeles County Area as determined by the U.S. Census Bureau; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 “Agreement” means this Project Labor Agreement.

1.2 “Apprentice” as used in this Agreement shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards (“DAS”), or in the case of Projects with federal funding, approved by the US Department of Labor (“DOL”) and DAS.

1.3 “Community Area Resident” means a Local Resident whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area and is within a 5-mile radius of the covered project in question.

1.4 “Construction Careers Policy” means the policy and accompanying program approved by the LACMTA, which is incorporated by this reference into this Agreement.

1.5 “Construction Contract” means a contract to perform construction work on a covered project.

1.6 —“Contractor/Subcontractor/Employer/~~Developer~~” (C/S/E/D) ~~(1) C/S/E means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement. A C/S/E may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E is otherwise a party to any collective bargaining agreement.~~ ~~(2) D means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement and/or ground lease with LACMTA to build a PLA Project, or (b) has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement.~~

1.6 “Contractor/Subcontractor/Employer/Developer” (“C/S/E/D”) means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement and/or ground lease with LACMTA to build a JD PLA Project, or (b) has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement. A C/S/E/D may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E/D is otherwise a party to any collective bargaining agreement.”

1.7 “Core Worker” as used in this Agreement shall mean an employee whose name appeared on the ~~C/S/E/C/S/E/D~~ active payroll for sixty (60) of the one hundred (100) days immediately before the award of the Project Work to the ~~C/S/E/C/S/E/D~~ and meets all standards required by applicable local, state or federal law or regulation.

1.8 “Disadvantaged Worker” means an individual who, prior to commencing work on the project, resides in an Economically Disadvantaged Area or Extremely Economically Disadvantaged Area as defined in 1.9 and 1.10 below, and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system (as more specifically described in Section 3.8 of the Construction Careers Policy); (6) suffering from chronic unemployment (as more specifically described in Section 3.28 of the Construction Careers Policy); (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan war; or (9) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.2 above.

1.9 “Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. Metro can, at its discretion, update the zip code list based on updated census data.

1.10 “Extremely Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$32,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. Metro can, at its discretion, update the zip code list based on updated census data.

1.11 “Employment Hiring Plan” means the ~~C/S/EC/S/E/D~~s detailed hiring plan as described in LACMTAs Construction Careers Policy.

1.12 “Federally-Funded Project” means a Covered Project that is funded in whole or in part with funds received from the US Department of Transportation.

1.13 “Jobs Coordinator” means an independent third-party individual-, entity or employee with whom the Prime Contractor- or LACMTA enters into a contract or employs to facilitate implementation of the Targeted Hiring Requirements of this Agreement and the Policy. The Jobs Coordinator must be able to demonstrate or document to the LACMTA the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in the Construction Careers Policy.

1.14 ~~“~~Joint Administrative Committee” (JAC) means the committee established by Article XI of this Agreement to review the implementation of this Agreement.

1.15 “LACMTA” means the Los Angeles County Metropolitan Transportation Authority.

1.16 “Letter of Assent” means the document which formally binds each ~~C/S/EC/S/E/D~~ to adherence to all the forms, requirements and conditions of this Agreement that each ~~C/S/EC/S/E/D~~ (of any tier) must sign and submit to the LACMTA’s designated office prior to beginning any work covered by this Agreement, and a copy of which will be provided by the designated LACMTA office to the Council.

1.17 “Local Resident” means an individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in Los Angeles County.

1.18 “Local Targeted Worker” means a Local Resident, Community Area Resident or a Disadvantaged Worker whose primary place of residence is within Los Angeles County.

1.19 “National Targeted Worker” means (a) ~~A~~n individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in the United States; or (b) a Disadvantaged Worker.

1.20 “Project” or “Covered Project” means ~~(a) ~~†~~The capital improvement construction projects, including, but not limited to, Measure R and Measure M Transit and Highway Projects awarded by the LACMTA, that are covered by this Agreement. Included Projects are listed in Attachment “A” hereto. Additional capital improvement construction projects with an individual construction contract value of \$2,500,000 or more will be added to the list of covered projects as they become known; and (b) Joint Development (JD) Projects;~~

1. A JD PLA Project is defined as a JD Project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by LACMTA through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:
 - a. A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
 - b. A residential only project that exceeds sixty (60) residential units; or
 - c. A commercial only project (retail office or hotel) that exceeds forty thousand (40,000) square feet of space.
2. The JD Project thresholds set forth in 1.20(b), 1(iii)a-c above, shall apply to the aggregate square footage and/or number of units for all work to be performed on a contiguous site as a JD Project as approved by the LACMTA Board. Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

1.21 “Project Work” means construction work performed in the construction of a Covered Project.

1.22 “Subscription Agreement” means the contract between a ~~C/S/EC/S/E/D~~ and a Union's Labor/Management Trust Fund(s) that allows the ~~C/S/EC/S/E/D~~ to make the appropriate fringe benefit contributions in accordance with the terms of the contract.

1.23 “Union” or “Unions” or “Signatory Unions” means the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”) affiliated with the Building & Construction Trades Department (AFL/CIO), Craft International Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall apply to the LACMTA's ~~C/S/EC/S/E/D~~ entering into a Construction Contract for the Project, ~~C/S/EC/S/E/D~~s performing work or agreeing to perform work as subcontractors or otherwise in regards to the Construction Contract and the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO), Craft Council and Local Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

2.2 Project Description: This Agreement shall apply to the Construction Contract as defined in Article 1 Section 1.5 above unless specifically excluded or limited in Article II, Section 2.4 below. This Agreement shall in no way limit the LACMTA's right to terminate, modify or rescind the Construction Contract and/or any related subcontract or agreement and the LACMTA has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding the

Construction Contract or portions of the Construction Contract. Should the LACMTA remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction may, at the sole election of the LACMTA, be performed under the terms of this Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

2.4 Exclusions:

2.4.1 This Agreement shall only apply to the Construction Contract as defined in Article I, Section 1.5 above. Should the LACMTA remove or terminate any contract for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on the Project for such construction, the contract for construction may, at the sole election of the LACMTA, be performed under the terms of this Agreement.

2.4.2 This Agreement shall not apply to or govern the award of contracts by the LACMTA which are outside the approved scope of the Project and Construction Contract defined in Article 1, Section 1.5.

2.4.3 This Agreement shall not apply to or impact in any way service contracts or operation, inspection or maintenance contracts entered into by the LACMTA including, but not limited to said contract relating to the Project, services provided at any LACMTA facility, building and/or the operation or maintenance of any LACMTA owned and operated facilities.

2.4.4 This Agreement shall not apply to a Contractor's/Employers non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by existing building and construction trades collective bargaining agreements).

2.4.5 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to project work.

2.4.6 This Agreement shall not apply to officers and employees of the LACMTA, nor

to work performed by or on behalf of other governmental entities and public utilities.

2.4.7 This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any LACMTA project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by the LACMTA or any other governmental entity.

2.4.8 This Agreement shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built documentation, including, but not limited to, those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.

2.4.9 Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded, but shall not cover quality assurance work performed by or on behalf of LACMTA. Notwithstanding the provisions of this sub-section, the LACMTA may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The LACMTA must provide prior notice to the union that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under the Agreement are available.

2.5 LACMTA and/or the ~~C/S/EC/S/E/Ds~~, as appropriate, have the absolute right to award contracts or subcontracts under this Agreement to any ~~C/S/EC/S/E/D~~ notwithstanding the existence or non-existence of any agreements between such ~~C/S/EC/S/E/D~~ and any Union parties, provided only that such ~~C/S/EC/S/E/D~~ is ready, willing and able to execute and comply with this Agreement should such ~~C/S/EC/S/E/D~~ be awarded work covered by this Agreement.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the LACMTA agree to be bound by each and every provision of this Agreement. This Agreement is not intended to supersede collective bargaining agreements between any of the Contractors/Employers/~~Developers~~ performing construction work on the Project and Union Signatory thereto except to the extent the provisions of this Agreement are inconsistent with such collective bargaining agreement, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the NTL Articles of Agreement, the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or the National Agreement of the International Unions of Elevator

Constructors and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, however, provisions of this Agreement dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project.

3.2 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the ~~C/S/EC/S/E/D~~ will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

3.3 It is agreed that all ~~C/S/EC/S/E/D~~s of whatever tier, who have accepted the award of a Construction Contract or who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Exhibit A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator 48 hours before the commencement of Project Work, or within 48 hours after the award of Project Work to that ~~C/S/EC/S/E/D~~, whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement(s) for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Joint Labor/Management Trust Funds covering the work performed under this agreement before work is commenced on the Project.

~~3.445~~ This Agreement shall only be binding on the signatory ~~C/S/EC/S/E/D~~s hereto in regards to the Construction Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any ~~C/S/EC/S/E/D~~s or any other contract for construction or project to which this Agreement does not apply.

~~3.565~~ This Agreement shall be included as a general condition of the Construction Contract for the Project.

ARTICLE IV **WORK STOPPAGES AND LOCKOUTS**

4.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article. Any damages resulting from any violation of this Agreement will be paid by the violating party.

4.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

4.3 The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good efforts to cease such Project work disruption. Any such costs that economically and/or materially harm the LACMTA shall be borne by the affected Union and made payable to the LACMTA.

4.4 Neither the Union nor its applicable Local Union shall be liable for independent acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union, ~~the~~ principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation within two business days shall not be liable for unauthorized acts of employees it represents. The failure of the ~~C/S/EC/S/E/D~~ to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.5 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any LACMTA project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under such labor agreements or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two bases, both of which will be offered by the Unions involved to the Contractors/Employers affected:

4.5.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the

Union's interim agreement offered to Contractors/Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

4.5.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state and/or federal prevailing wage laws, if the Contractors affected by that contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected ~~C/S/EC/S/E/D~~ shall be solely responsible for any retroactive payment to its employees and that neither the LACMTA nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

4.5.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under 4.5.1 above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under 4.5.2 above. To decide between the two options, Contractors will be given one (1) week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 4.5.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the option of 4.5.2.

4.6 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

4.6.1 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Sara Adler
5. [Louis Zigman](#)
6. [John Kagel](#)

7. Fred Horowitz~~Mai Ling Bickner~~

The Parties agree these shall be the ~~five-seven~~ permanent Arbitrators under this procedure. In the event that none of the ~~five-seven~~ permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the ~~five-seven~~ permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. ~~John Kagel~~ Charles Askin
2. ~~Walter Dougherty~~ Phil Tamoush
3. William Rule

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the ~~C/S/EC/S/E/D~~ involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation and to the- Council and involved local Union if a Union is alleged to be in violation.

4.6.2 Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.6.3 The Arbitrator shall notify the Parties by telephone and by facsimile or telegram of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved and to the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

4.6.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

~~(5)~~ 4.6.5 Such decision may be enforced by any Court of competent jurisdiction upon the

filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.6.4 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

4.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

4.6.7 The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the ~~C/S/EC/S/E/D~~(s) involved.

4.7 The procedures contained in Section 4.6 shall be applicable to alleged violations of Article IV to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article IV shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.8 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular ~~C/S/EC/S/E/D~~ who:

4.8.1 fails to timely pay its weekly payroll; or

4.8.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the LACMTA. The Union will meet within the ten (10) day period to attempt to resolve the dispute.

4.8.3 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

ARTICLE V **NO DISCRIMINATION**

5.1 Consistent with Executive Order 11246 and applicable federal and state law and

regulation, the ~~C/S/EC/S/E/Ds~~ and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

5.2 Any employee covered by this Agreement which believes he/she has been discriminated against, in violation of section 5.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE VI **UNION SECURITY**

6.1 The ~~C/S/EC/S/E/Ds~~ recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the Project work. The ~~C/S/EC/S/E/D~~ shall, however, require all employees working on the Construction Contract, to the extent which this Agreement applies, for a cumulative total of eight (8) or more working days, to comply with the applicable Union's security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and any working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory unions. However, any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract.

ARTICLE VII **REFERRAL**

7.1 The ~~C/S/EC/S/E/Ds~~ recognize that the Unions shall be the primary source of all craft labor employed on the Construction Contract for the Project. The Unions will exert their best efforts to recruit and identify individuals, particularly Local or National Targeted Workers, as well as those referred by the Jobs Coordinator, for entrance or reentrance into the labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs. ~~C/S/EC/S/E/Ds~~ utilizing core employees shall follow the procedures outlined below:

7.1.1 The ~~C/S/EC/S/E/D~~ worker shall be considered a Core Worker for the purposes of this Article if the employee's name appeared on the ~~C/S/EC/S/E/D~~'s active payroll for sixty (60) of the one hundred (100) days immediately before the award of the Project Work to the ~~C/S/EC/S/E/D~~ and meets the required definition of 1.7 above,

7.1.2 Each ~~C/S/EC/S/E/D~~ shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by LACMTA or any other party to this Agreement. The number of Core Workers on the Project for ~~C/S/EC/S/E/Ds~~ covered by this Agreement shall be governed by the following procedure: one Core Worker shall be selected and one worker from the

hiring hall of the affected trade or craft and this process shall repeat until such ~~C/S/EC/S/E/D~~'s requirements are met or until such ~~C/S/EC/S/E/D~~ has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of remaining Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the ~~C/S/EC/S/E/D~~ under this Agreement. This provision applies only to ~~Employees C/S/EC/S/E/Ds~~ not currently working under a current master labor agreement and is not intended to limit transfer provisions of current master labor agreements of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their "Core Work Force" and any other persons employed, other than through the referral process, to register with the appropriate hiring hall, if any, of the signatory union prior to said employee's first day of employment at the project site.

7.2 ~~C/S/EC/S/E/Ds~~ shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law or in conflict with provisions set forth in this Agreement.

7.3 In the event that referral facilities maintained by the unions are unable to fill the requisition of a ~~C/S/EC/S/E/D~~ for Local or National Targeted Workers within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), the ~~C/S/EC/S/E/D~~ shall be free to obtain Local or National Targeted Workers from any source. If the Union's registration and referral system does not fulfill the requirements for specific classifications of covered classifications requested by any ~~C/S/EC/S/E/D~~ within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that ~~C/S/EC/S/E/D~~ may use employment sources other than the union registration and referral services, and may employ any applicants meeting such standards from any other available source. The contractor shall inform the Union of any applicants hired from other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.3.1 The ~~C/S/EC/S/E/Ds~~ must document all efforts made to comply with the targeted hiring process to locate and hire Local Targeted Workers and National Targeted Workers.

7.3.2 The ~~C/S/EC/S/E/D~~ shall inform the Unions, Job Coordinator and LACMTA of the name, address, worker craft classification and social security number of any worker hired from other sources upon their employment on the Project(s).

7.3.3 No Local or National Targeted Worker, having been pre-screened and /or pre-qualified by the Jobs Coordinator, and employed by the ~~C/S/EC/S/E/D~~ to work on the Project, shall be required to participate in any Joint Labor/Management "boot camp" or pre-apprentice program that will unnecessarily delay the Targeted Local or National Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

7.4 Unions will be required to recruit sufficient numbers of skilled craft persons to fulfill the

requirements of the Contractors/Employers.

7.5 Covered Projects Other Than Federally-Funded Projects

7.5.1 On Covered Projects other than Federally-Funded Projects, the Unions will make every effort to recruit Local Targeted Workers and to refer and utilize Local Targeted Workers on the Project. The ~~C/S/EC/S/E/Ds~~ shall submit written documentation to the LACMTA on a quarterly basis, or as required by LACMTA, which sets forth the steps taken by the ~~C/S/EC/S/E/Ds~~ to recruit, refer and utilize qualified Local Targeted Workers recruited by the Unions and referred to or utilized on the Project. ~~C/S/EC/S/E/Ds~~ shall comply with LACMTA instructions to request Local Targeted Workers from particular Economically Disadvantaged Areas. In recognition of LACMTA policy to utilize Local Targeted Workers, the Unions and ~~C/S/EC/S/E/Ds~~ agree that as long as they possess the requisite skills and qualifications, Local Targeted Workers, with priority given to Community Area Residents, shall be first referred for Project work, including journeypersons and apprentices.

7.5.2 On Covered Projects other than Federally-Funded Projects, the ~~C/S/EC/S/E/Ds~~ and Unions are responsible for ensuring that the following Targeted Hiring Requirements are met.

(a) A minimum of 40% of all hours of Project Work shall be performed by Local Targeted Workers, with priority given to Community Area Residents. For any hour of Project Work for which the ~~C/S/EC/S/E/D~~ seeks to meet this requirement, the ~~C/S/EC/S/E/D~~ and Unions must first refer Community Area Residents. After Unions and ~~C/S/EC/S/E/Ds~~ have exhausted the available pool of Community Area Residents, they may refer any Local Residents from Extremely Economically Disadvantaged Areas in Los Angeles County; when the ~~C/S/EC/S/E/Ds~~ have exhausted the available pool, they must refer Local Residents from Economically Disadvantaged Areas in Los Angeles County.

(b) A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers whose primary place of residence is within Los Angeles County.

(c) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's DAS approved apprenticeship standards. The parties agree that Local Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.

7.5.3 In determining compliance with the targeted hiring requirements of Section 7.5.2 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation. These hiring provisions may be utilized on covered Federal-funded projects if approved, or allowed, by the Federal-funding entity.

7.5.4 Apprentice Hiring Requirements for Covered Projects other than Federally-Funded Projects.

- (a) All ~~C/S/EC/S/E/D~~s performing Project Work will make every effort to employ the maximum number of Apprentices allowed by State Law.
- (b) The LACMTA will seek to make available through this Agreement or other means, significant apprenticeship opportunities for Local Targeted Workers, consistent with Section 7.5(1) above.
- (c) Any apprentice must come from an apprenticeship program as defined in 1.2 above.
- (d) Unions shall track retention of Apprentices hired under the Policy through completion of the Project Work. The signatory unions shall collect the tracking information and shall submit quarterly retention reports to the LACMTA in the agreed-upon format.
- (e) If, in response to the ~~C/S/EC/S/E/D~~'s request, the applicable Union is not able to refer an apprentice from a specific Economically Disadvantaged Areas or Extremely Economically Disadvantaged Area in Los Angeles County, the Union will indenture a new apprentice from that Area and the ~~C/S/EC/S/E/D~~ shall act as employer-sponsor for such apprentice, consistent with Section 7.5(1) and cover 25% of sponsorship fees for any such Apprentice hired. The amount covered by the ~~C/S/EC/S/E/D~~ may be paid to the new Apprentice over the first three (3) paychecks.
- (f) The ~~C/S/EC/S/E/D~~ shall provide to the LACMTA, information regarding any reasons given by apprenticeship programs for not accepting Contractor-referred Local Targeted Workers into apprenticeship programs.
- (g) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Each ~~C/S/EC/S/E/D~~ shall provide adequate proof evidencing the worker's qualification as a journeyman.

7.6 Covered Federally-Funded Projects

7.6.1 On Federally-Funded Projects, the Unions will make every effort to recruit National Targeted Workers and to refer and utilize National Targeted Workers on the

Project. The ~~C/S/EC/S/E/Ds~~ shall submit written documentation to LACMTA on a quarterly basis, or as required by LACMTA, which sets forth the steps taken by the ~~C/S/EC/S/E/Ds~~ to recruit, refer and utilize qualified National Targeted Workers recruited by the Unions and referred to or utilized on the Project. In recognition of LACMTA's policy to utilize National Targeted Workers, the Unions and Contractors/Employers agree that as long as they possess the requisite skills and qualifications National Targeted Workers shall be first referred for Project work, including journeypersons and apprentices.

7.6.2 On Federally-Funded Projects, the ~~C/S/E/Ds/Es~~ and Unions are responsible for ensuring that the following Targeted Hiring Requirements are met.

(a) A minimum of 40% of all hours of Project Work shall be performed by National Targeted Workers, with priority given to residents of Extremely Economically Disadvantaged Areas in the United States. For any hour of Project Work for which the ~~C/S/EC/S/E/D~~ seeks to meet this requirement, the ~~C/S/EC/S/E/D~~ and Unions must first refer residents of Extremely Economically Disadvantaged Areas in the United States. After Unions and ~~C/S/EC/S/E/Ds~~ have exhausted the available pool of residents of Extremely Economically Disadvantaged Areas, they may refer any National Targeted Worker.

(b) A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers who are residents of the United States.

(c) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's DAS approved apprenticeship standards. The parties agree that National Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.

7.6.3 Apprentice Hiring Requirements on Federally Funded Projects

(a) All Contractors/Employers performing Project Work will make every effort to employ the maximum number of Apprentices allowed by State Law.

(b) The LACMTA will seek to make available through this Agreement or other means, significant apprenticeship opportunities for National Targeted Workers, consistent with Section 7.6(1) above.

(c) Any apprentice must come from an apprenticeship program as defined in 1.2 above.

(d) Unions shall track retention of Apprentices hired under the Policy through completion of the Project Work. The signatory unions shall collect the tracking information and shall submit quarterly retention reports to the LACMTA in the agreed upon format.

(e) If the applicable Union is not able to refer an apprentice from a specific Extremely Economically Disadvantaged Area or Economically Disadvantaged Area in the United States, the Union will indenture a new apprentice from that Area and the ~~C/S/EC/S/E/D~~ shall act as employer-sponsor for such apprentice, consistent with Section 7.5(1) and cover 25% of sponsorship fees for any such Apprentice hired. The amount covered by the ~~C/S/EC/S/E/D~~ may be paid to the new Apprentice over the first three (3) paychecks.

(f) The ~~C/S/EC/S/E/D~~ shall provide to the LACMTA, information regarding any reasons given by apprenticeship programs for not accepting Contractor-referred National Targeted Workers into apprenticeship programs.

(g) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Each ~~C/S/EC/S/E/D~~ shall provide adequate proof evidencing the worker's qualification as a journeyman.

7.7 The Disadvantaged Workers will be referred to the Unions from the Jobs Coordinator qualified to perform construction jobs coordination and related services. The Jobs Coordinator shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. As referenced in 1.8 above, Disadvantaged Workers must meet at least two of the following criteria:

- a. Being homeless;
- b. Being a custodial single parent;
- c. Receiving public assistance;
- d. Lacking a GED or high school diploma;
- e. Having a criminal record or other involvement with the criminal justice system (as more specifically described in Section 3.8 of the Construction Careers Policy);
- f. Suffering from chronic unemployment (as more specifically described in the Section 3.28 of the Construction Careers Policy);
- g. Emancipated from the foster care system;
- h. Veteran of the Iraq/Afghanistan war;
- i. An apprentice with less than 15% of the required graduating apprenticeship hours

in a program as described in Article 1.2.

For the applicant to qualify under this program, the Jobs Coordinator shall verify the presence of any two criteria listed above.

7.7 The ~~C/S/EC/S/E/D~~ shall be the sole judge of the qualifications of any employee including those referred to the ~~C/S/EC/S/E/D~~ by any source.

7.8 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory precast, prefabrication or preassembled materials, tools or other labor saving device.

7.9 Helmets to Hardhats:

7.9.1 The ~~C/S/EC/S/E/Ds~~ and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction trades industry. The ~~C/S/EC/S/E/Ds~~ and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

7.9.2 The Unions and Employers agree to coordinate with the Center to reach out to veterans interested in entering into a construction career.

7.10 ~~C/S/EC/S/E/Ds~~ agree to only use the Craft Request Form (Exhibit B) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Targeted Workers, National Targeted Workers, and/or general dispatch.

7.11 When Local Targeted Workers or National Targeted Workers are requested by a ~~C/S/EC/S/E/D~~, the Unions will refer such workers regardless of their place in the Union hiring halls' list and normal referral procedures.

7.12 In the event that a ~~C/S/EC/S/E/D~~, having not achieved its targeted hiring participation levels, requests a Local Targeted Worker or National Targeted Worker from the Union hiring facility, and is referred a worker who is not a Local Targeted Worker or National Targeted Worker, the ~~C/S/EC/S/E/D~~ is under no obligation to hire the referred worker for the Project work and shall notify the Union hiring facility and the Jobs Coordinator.

7.13 The ~~C/S/EC/S/E/Ds~~, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted, until the project on which such workers is completed. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by LACMTA.

ARTICLE VIII
WAGES & BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the C/S/EC/S/E/D the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the C/S/EC/S/E/D shall pay that rate as of its effective date under the law. Notwithstanding Section 2.3, this Agreement does not relieve C/S/EC/S/E/Ds from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

8.2 C/S/EC/S/E/D shall pay contributions to the established employee benefit funds in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the C/S/EC/S/E/D and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the C/S/EC/S/E/D on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.3, C/S/EC/S/E/Ds directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. The LACMTA shall not be liable for determining the level of contributions, deductions or payments for benefits and the LACMTA shall not be liable for or required to make contributions, deductions or payments for benefits in excess of or different from those set forth in the prevailing wage determinations.

8.3 Each C/S/EC/S/E/D adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the C/S/EC/S/E/D's employees. Each C/S/EC/S/E/D authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor/ Employer. C/S/EC/S/E/Ds further agree to sign the applicable trust agreement "subscription" agreement(s) if required by the Craft Union on behalf of the Craft employees in order to make the employee contributions to the pension, annuity, health and welfare, vacation, apprenticeship, training trusts, etc.

ARTICLE IX
COMPLIANCE

9.1 It shall be the responsibility of the C/S/EC/S/E/Ds and the Unions to investigate and monitor compliance with the provisions of this Agreement. The LACMTA may designate a representative to monitor and investigate issues related to this Agreement including, but not limited to, the prevailing wage requirements and the Construction Careers Policy.

ARTICLE X
DISPUTE RESOLUTION PROCEDURE

10.1 This Agreement is intended to provide close cooperation between management and labor.

Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

10.2 The ~~C/S/EC/S/E/D~~s, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

10.3 Any question or dispute by or between a ~~C/S/EC/S/E/D~~ and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article IV (Work Stoppages and Lockouts, Article XII (Jurisdictional Disputes) and Article XIII (Employee Grievance Procedure) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: Within five (5) business days after notice of the dispute, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved ~~C/S/EC/S/E/D~~ shall meet and attempt to resolve the dispute.

Step 2: In the event that the representatives are unable to resolve the dispute at the Step 1 meeting, the grieving party shall, within five (5) business days after the Step 1 meeting, notify the responding party and the Joint Administrative Committee ("JAC") of a request to discuss the grievance. The Business Manager of the Union (or his/her designee) shall meet with the respective jobsite representative of the ~~C/S/EC/S/E/D~~ and the JAC within ten (10) business days (or such longer time as all of the parties may mutually agree) after receipt of the request to discuss the grievance. If the grievance is not resolved at the JAC meeting, the grievance may be submitted to final and binding arbitration as described in Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the parties met with the JAC. An arbitrator shall be selected by the parties to the grievance from the following list of permanent arbitrators: (1) Joseph Gentile, (2) Michael Rappaport, (3) Walter Daugherty, (4) Sara Adler, ~~and (5) Mei-Ling Bickner~~ Louis Zigman, (6) John Kagel, and (7) Fred Horowitz. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

10.4 The LACMTA shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps. The LACMTA, in its sole and absolute

discretion, may elect to utilize the procedures the set forth herein for addressing issues of concern to LACMTA arising under this Agreement.

10.5 The time limits specified in any step of the Dispute Resolution Procedure set forth in Section 10.3 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

10.6 In order to encourage the resolution of disputes at Steps 1 and 2 of the dispute procedure, the parties agree that any settlements made during such steps, shall not be precedent setting.

10.7 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and ~~C/S/EC/S/E/D~~(s) involved.

ARTICLE XI **JOINT ADMINISTRATIVE COMMITTEE**

11.1 The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative of the LACMTA Construction Manager; one (1) representative of the LACMTA Administrative Services; one (1) representative of the prime contractor, and three (3) representatives of the signatory Unions to be appointed by the Council established to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The JAC shall meet as required to review the implementation of this Agreement and the progress of the Project and resolve problems or disputes by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement.

11.3 A quorum will consist of at least two (2) LACMTA and two (2) signatory union representatives. For voting purposes, only an equal number of LACMTA and signatory union representatives present may constitute a voting quorum.

ARTICLE XII **JURISDICTIONAL DISPUTES**

12.1 The assignment of work will be solely the responsibility of the ~~C/S/EC/S/E/D~~ performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan.

12.2 All Jurisdictional Disputes on this Project, between or among Building and Construction Trades Unions and ~~C/S/EC/S/E/D~~s shall be settled and adjusted according to the present Plan established

by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the ~~C/S/EC/S/E/Ds~~ and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision of an Arbitrator, except that a party may seek back pay or damages for a period of non-compliance with an Arbitrator's decision from any party that fails to comply with such decision within seven (7) business days of the issuance of the Arbitrator's decision.

12.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

~~12.43~~ All Jurisdictional Disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the ~~C/S/EC/S/E/D's~~ assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE XIII **EMPLOYEE GRIEVANCE PROCEDURE**

13.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of the Grievance Arbitration provisions of Article X. ~~C/S/EC/S/E/Ds~~ shall not discipline or dismiss its employees except for good cause.

ARTICLE XIV **MANAGEMENT RIGHTS**

14.1 The ~~C/S/EC/S/E/Ds~~ retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Schedule A Agreements.

14.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The ~~C/S/EC/S/E/Ds~~ may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.

14.3 The ~~C/S/EC/S/E/D~~ shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The ~~C/S/EC/S/E/D~~ shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between

the particular ~~C/S/EC/S/E/D~~ and Union and pursuant to this Agreement.

14.4 Nothing in this Agreement shall be construed to limit the right of any of the ~~C/S/EC/S/E/D~~s to select the lowest bidder he deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any qualified contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement. The right of ultimate selection remains solely with the ~~C/S/EC/S/E/D~~ in accordance with the Construction Contract or Inspection Services Contract.

14.5 It is recognized that certain materials, equipment and systems of a highly technical or technological and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped, prewired and/or installed under the supervision and direction of the LACMTA's ~~C/S/EC/S/E/D~~'s and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems may be installed under the supervision and direction of the LACMTA representative, the ~~C/S/EC/S/E/D~~'s or the manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Sections 4.1 and 4.2.

ARTICLE XV **SAFETY, PROTECTION OF PERSON AND PROPERTY**

15.1 It shall be the responsibility of each ~~C/S/EC/S/E/D~~ to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the LACMTA, the state and the ~~C/S/EC/S/E/D~~. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the ~~C/S/EC/S/E/D~~ and the LACMTA.

15.2 Employees shall be bound by the safety, security and visitor rules established by the ~~C/S/EC/S/E/D~~ and the LACMTA. These rules will be published and posted in conspicuous places by the ~~C/S/EC/S/E/D~~ throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

15.3 The Parties acknowledge that the LACMTA and ~~C/S/EC/S/E/D~~ have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the LACMTA's premises. Additionally, the ~~C/S/EC/S/E/D~~ has a "drug free" work place policy, which prohibits those working on the Project from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

15.4 To that end, the Parties agree [to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto that the Labor/Management Memorandum of Understanding \(MOU\) on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades' Unions](#)

~~(Titled Memorandum of Understanding Testing Policy for Drug Abuse; International Union of Operating Engineers Local Union No. 12; Revised June 2009~~ as shown in Exhibit (C), which shall be the policy and procedure utilized under this agreement.

ARTICLE XVI **SAVINGS CLAUSE**

16.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

16.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then this entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the LACMTA from complying with all or part of its provisions, no ~~C/S/EC/S/E/D~~ or Union would be bound by the provisions of Article IV. The Unions and their members shall remain bound to Article IV with respect to all ~~C/S/EC/S/E/D~~s who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such ~~C/S/EC/S/E/D~~.

16.4 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, Federal or State law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, State of California, or the instruction of an authorized representative of these agencies with respect to any grant or contract.

ARTICLE XVII **PRE-JOB CONFERENCE**

17.1 Each ~~C/S/EC/S/E/D~~ will conduct a pre-job conference with the appropriate affected Union(s) and the Council prior to commencing work. The ~~C/S/EC/S/E/D~~ shall notify the Council ten (10) days in advance of all such conferences. Subcontractors of all tiers will be advised in advance of all such conferences and shall participate. All work assignments should be disclosed by the ~~C/S/EC/S/E/D~~ at a pre-job conference held in accordance with industry practice. Should a Union dispute a work assignment which has been disclosed and discussed at the pre-job meeting with the Union Representative present, it shall proceed to file a claim with the Plan pursuant to Article XII of this Agreement. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the ~~C/S/EC/S/E/D~~ intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the ~~C/S/EC/S/E/D~~ must notify the appropriate affected craft union(s) prior to the commencement of work. If any Union has a dispute over

such changed or newly discovered assignment, such Union shall proceed to file a claim with the Plan pursuant to Article XII of this Agreement.

ARTICLE XVIII
STEWARD

18.1 Each Union shall have the right to designate one working craft employee as steward for each ~~C/S/EC/S/E/D~~ employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his ~~C/S/EC/S/E/D~~ and not to the work being performed by other Contractors/Employers or their employees.

18.2 Authorized representatives of the Union(s) shall have access to the Project, provided that such representatives fully comply with posted visitor, security, and safety rules and the environmental compliance requirements of the Project, provided that they do not unnecessarily interfere with the employees or cause them to neglect their work.

ARTICLE XIX
TERM

19.1 The Agreement shall continue in full force and effect for a period of ~~five-ten~~ (105) years from the date of execution by all parties hereto. The Agreement may subsequently be extended by written amendment if agreed to by the parties.

19.2 The Agreement shall continue in full force and effect for each covered Project until a certificate of substantial completion has been issued to the contractor by the LACMTA. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.

19.3 Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

ARTICLE XX
RESPONSIBILITY FOR COSTS

20.1 The LACMTA and the Unions shall each be responsible for their own- legal costs including all attorneys' fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the LACMTA of this Agreement, and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

21.1 This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.

21.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to LACMTA shall be sent to the LACMTA office or individual designated by the LACMTA.

21.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

21.4 The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

21.5 Any modification to this Agreement must be in writing and executed by all Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

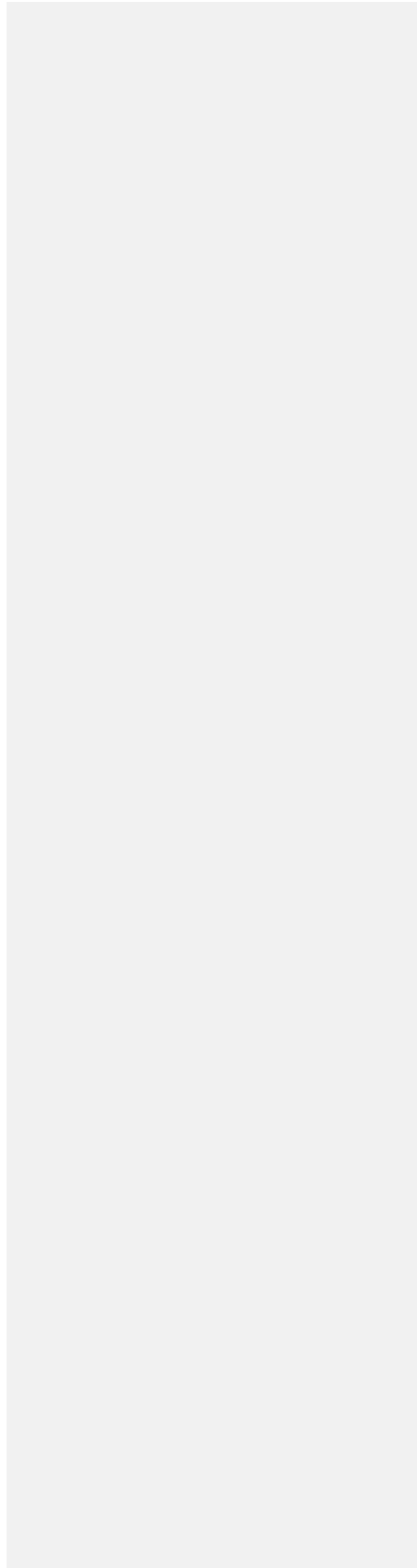
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
~~Arthur T. Leahy~~ Phillip A. Washington
Chief Executive Officer

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: _____
~~Robbie Hunter~~ Ron Miller
Executive Secretary
Los Angeles/Orange County Building
And Construction Trades Council

|



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Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 500)	_____
Cement Masons (Local 600)	_____
Electricians (Local 11)	_____
Elevator Constructors (Local 18)	_____
Gunite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Laborers (Local 300)	_____
District Council of Laborers	_____
Laborers (Local 1309)	_____
Laborers (Local 138092)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers Local 78)	_____
Pipe Trades (Plumbers/Fitters Local 398)	_____
Pipe Trades (Plumbers/Steamfitters Local 494)	_____
Pipe Trades (Plumbers/Fitters Local 761)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Plasterers (Local 200)	_____
Plaster Tenders (Local 1414)	_____
Roofers & Waterproofers (Local 36)	_____

Sheet Metal Workers (Local 105)

Southwest Regional Council of Carpenters

Teamsters (Local 986)

~~Tile, Marble & Terrazo Layers (Local 18)~~

ATTACHMENT A – LETTER OF ASSENT

COMPANY LETTERHEAD

METRO OFFICIAL / OFFICE

PROJECT NAME: _____

Dear _____:

This is to certify that the undersigned ~~Contractor/Subcontractor/Employer~~ ~~Contractor/Subcontractor/Employer/Developer~~ (C/S/EC/S/E/D) has read and understood the Project Labor Agreement (PLA) entered into between the Los Angeles County Metropolitan Transit Authority (LACMTA) and signatory Building and Construction Trades Councils and Unions dated ____ and the LACMTA Construction Careers Policy (Policy). The undersigned ~~C/S/EC/S/E/D~~ hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed PLA and Policy.

The undersigned ~~C/S/EC/S/E/D~~ acknowledges that compliance with the provisions of Article VII relating to Targeted Disadvantaged Workers, Workforce Referral and Development and Apprenticeship Participation are of particular importance.

It is understood that the signing of the Letter of Assent shall be as binding on the undersigned ~~C/S/EC/S/E/D~~ as though the ~~C/S/EC/S/E/D~~ had signed the PLA and shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this PLA and the Policy.

This further certifies (per Articles 1.9, III & the Policy) that the undersigned ~~C/S/EC/S/E/D~~ understands that the submission of this Letter of Assent and employment hiring plan will be required prior to the commencement of any work in relation to this contract. Non-submittal of this letter and all required hiring plan documentation may preclude the ~~C/S/EC/S/E/D~~ from being approved to work on this project.

This Letter of Assent shall become effective and binding upon the undersigned ~~C/S/EC/S/E/D~~ as of below date of execution, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,
(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

Date: _____

(Contractor's State License No.)

ATTACHMENT B – PROJECT LIST FOR PROJECT LABOR AGREEMENTS

Line	CP#	Project Title	Authorized / Proposed Life-of-Project (000's)	Estimated Construction Start	Estimated Completion Year
1	865512	Crenshaw/LAX Transit Corridor	1,749,000	2012	2018
2	465521	East San Fernando Valley North/South Rapidways	170,000	2012	2018
3	202210	Underground Storage Tank Replacement	7,500	2012	2015
4	204118	Rail Gates Monitoring Center	5,080	2013	2014
5	204117	Vertical Systems Modernization Program - Elevator Installations	8,000	2013	2015
6	205092	Systemwide Corrosion Protection System Replacement	13,000	2013	2015
7	204122	Metro Orange Line to Metro Red Line North Hollywood Station West Entrance	17,000	2013	2015
8	202306	Bus Facility Deferred Maintenance, Improvements and Enhancements	21,231	2013	2016
9	204121	Rail Station Refurbishments	21,500	2013	2017
10	202307	Division 2 Maintenance Building Renovation and Facility Upgrade Project	42,575	2013	2017
11	202317	Patsaouras Plaza Station Improvements	215,771	2013	2014
12	860228	Regional Connector Transit Corridor Project	1,366,000	2013	2019
13	865518	Westside Subway Extension Transit Corridor Project (Phase I to La Cienega)	2,331,000	2013	2019
14	861301	Division 22 Light Rail Vehicle Paint & Body Shop (Expo II)	11,000	2014	2015
15	202C	Escalator Replacement/Modernization at Metro Red Line Pershing Square Station	12,500	2014	2016
16	TBD	Wilshire Boulevard Bus Rapid Transitway	124,000	2018	2022
17	TBD	New Bus Division	150,000	2018	2022
		Total	6,265,157		

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment.

Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
- b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;
- c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
- d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.
- e. Only two periodic tests may be performed in a twelve month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.
8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.
9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.
11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.
13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

<u>DRUG</u>	<u>SCREENING METHOD</u>	<u>SCREENING LEVEL **</u>	<u>CONFIRMATION METHOD</u>	<u>CONFIRMATION LEVEL</u>
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug.

A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

Construction Trade Unions Contact Numbers

Asbestos Heat & Frost Insulators (Local 5)

670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)

2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

Bricklayers & Allied Craftworkers (Loc. 4)

~~11818 Clark St~~~~12921 Ramona Blvd.~~, Suite ~~AF~~
~~Arcadia~~~~Irwindale~~, CA 91706
Tel: (626) ~~739-5600~~~~573-0032~~
Fax: (626) ~~739-5610~~~~573-5607~~

Cement Masons #500

1605 N. Susan St.
Santa Ana, CA 92703
Tel: (714) 554-0730
Fax: ~~(714) 265-0780~~

Cement Masons #600

5811 Florence Avenue
Bell Gardens, CA 90201-4610
Tel: (323) 771-0991
Fax: ~~(323) 771-2631~~

Electricians (Local 11)

297 N. Marengo Avenue
Pasadena, CA 91101
Tel: (626) 243-9700
Fax: (626) 793-9743

Elevator Constructors (Local 18)

100 S. Mentor Avenue
Pasadena, CA 91106
Tel: (626) 449-1869
Fax: (626) 577-1055

Gunite Workers (Local 345)

P.O. Box 3345
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)

13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)

17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers Local #300

~~2005 W. Pico Blvd.~~
~~515 S. Shatto Place~~
Los Angeles, CA 900206
Tel: (213) 385-3550
Fax: ~~(213) 385-6985~~

Laborers Local #1309507

3919 Paramount Blvd.
Lakewood, CA 90712
Tel: (562) 421-9346
Fax: (562) 421-5964

**Laborers (San Pedro/Port of LA –
Local 802)**

~~540 N. Marine Avenue, P.O. Box 518~~
~~Wilmington, CA 90748~~
Tel: ~~(310) 834-5233~~
Fax: ~~(310) 549-3121~~

Operating Engineers (Local 12)

150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: ~~(626) 792-9039~~

Painters & Allied Trades DC 36

2333 N. Lake Avenue, Unit H
Altadena, CA 91001
Tel: (626) 584-9925
Fax: (626) 584-1949

Pipe Trades (Local 250)

*Steamfitters/Air Conditioning/
Refrigeration / Industrial Pipefitters*
18355 S. Figueroa St.
Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
FAX: (310) 329-2465

Pipe Trades (Local 345)

*Landscape, Irrigation, Underground &
Specialty Piping*
1430 Huntington Dr.
Duarte, CA 91010
Tel: (626) 357-9345
Fax: (626) 359-0359

Pipe Trades (Plumbers Local 78)

1111 W. James M. Wood Blvd.
Los Angeles, CA 90015
Tel: (213) 688-9090
Fax: (213) 627-4624

Pipe Trades (Plumbers / Fitters – Local 398)

~~8590 Utica Ave~~~~4959 Palo Verde St.~~, Suite 200-
€
~~Rancho Cucamonga~~~~Montclair~~, CA 917630
Tel: (909) 625-2493
Fax: (909) 626-4620

Pipe Trades (Plumbers / Steamfitters Local 494)

~~1042 East Wardlow Road~~
~~Long Beach, CA 90807~~
~~Tel: (562) 490-4717~~
~~Fax: (562) 490-4715~~

Pipe Trades (Plumbers / Fitters – Local 761)

1305 N. Niagra Street
Burbank, CA 91505
Tel: (818) 843-8670
Fax: (818) 843-5209

Pipe Trades (Sprinkler Fitters – Local 709)

12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

Plaster Tenders (Local 1414)

18 Rancho Camino Dr.
Pomona, CA
Tel: 909-622-8500
~~Fax: (623-5244)~~

Plasterers (Local 200)

Plasterers
1610 W. Holt Ave.
Pomona, CA 91768
Tel: (909) 865-2240
Fax: (909) 865-9392

Roofers & Waterproofers (Local 36)

5380 Poplar Blvd.
Los Angeles, CA 90032
Tel: (323) 222-0251
Fax: (323) 222-3585

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105
Glendora, CA 91740
Tel: (909) 305-2800
Fax: (909) 305-2822

Teamsters (Local 986)

1198 Durfee Avenue
So. El Monte, CA 91733
Tel: (626) 350-9860

| Fax: (626) 448-0986

| **File, Marble & Terrazo Lavers (Local 18)**
9732 E. Garvey Ave., Suite 200

So. El Monte, CA 91733

Tel: (626) 329-0369

Fax: (626) 329-0374



Los Angeles County
Metropolitan Transportation Authority

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GENERAL MANAGEMENT Construction Careers Policy

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POLICY STATEMENT

The Los Angeles County Metropolitan Transportation Authority's (LACMTA) Construction Careers Policy (CCP) encourages construction employment and training opportunities in ways calculated to mitigate the harms caused by geographically concentrated poverty and unemployment in economically disadvantaged areas and among disadvantaged workers throughout the United States. This policy identifies the minimum efforts contractors performing on covered LACMTA construction projects must make to comply with this policy.

The CCP applies to construction of certain LACMTA capital improvement projects and to construction of certain joint development projects between LACMTA and a developer on LACMTA-owned land.

PURPOSE

To set forth procedures for providing training and employment opportunities on covered LACMTA construction projects.

APPLICATION

This policy applies to all contractors performing on a covered LACMTA construction project.

Department Head

APPROVED: County Counsel or N/A

ADOPTED: CEO

Effective Date: _____



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1.0 GENERAL

The Diversity and Economic Opportunity Department (DEOD) will administer this policy, and will work closely with ~~all relevant the~~ Construction, ~~and~~ Procurement and all relevant departments to enforce this policy.

2.0 PROCEDURES

2.1 Coverage of Projects

- 2.1.1 Except as provided otherwise herein, this Policy applies to all construction projects with a ~~life-of-project budget greater than~~ construction contract value of \$2.5 million or more and awarded by the LACMTA, including but not limited to, all Measure R and Measure M Transit and Highway projects, and to all joint development projects as defined below in Section 3.0.
- 2.1.2 The project list will be updated annually or whenever the Board adopts a new construction project with a construction contract with a value of ~~life-of-project budget greater than~~ \$2.5 million or more, and whenever the Board approves a joint development project as defined below in Section 3.0.
- 2.1.3 In the event that the LACMTA determines that a project to which this Policy applies is an FHWA project, the LACMTA shall modify or not enforce any aspect of the Policy in accordance with a valid and binding instruction from the U.S. Department of Transportation.

2.2 Implementation

- 2.2.1 All Requests for Proposal/Invitations for Bid (RFP/IFB) specifications shall require all contractors submitting bids or proposals to agree to the terms of the LACMTA-PLA and Policy.
- 2.2.2 All construction project prime contracts shall include a provision obligating the Prime Contractor and all its Contractors/Subcontractors/Employers/Developers (C/S/EC/S/E/Ds) to comply with the terms of the LACMTA-PLA and Policy through a Letter of Assent to the LACMTA.



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- 2.2.3 The construction contract shall include provisions establishing liquidated damages amounts as described in Section 2.6.1 of this Policy.

2.3 Exclusions and/or Modifications

- 2.3.1 This policy shall only apply to construction contracts, as defined in Section 3.0 (Definition of Terms).
- 2.3.2 This policy shall not apply to, or impact in any way, service contracts or operation, inspection or maintenance contracts entered into by the LACMTA including, but not limited to, said contract relating to the project, services provided at any LACMTA facility, building and/or the operation or maintenance of any LACMTA owned and operated facilities.
- 2.3.3 This policy shall not apply to a ~~C/S/EC/S/E/D~~s non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by existing building and construction trades collective bargaining agreements).
- 2.3.4 This policy shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to project work.
- 2.3.5 This policy shall not apply to officers and employees of the LACMTA, nor to work performed by or on behalf of other governmental entities and public utilities.
- 2.3.6 This policy shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any LACMTA project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by the LACMTA or any other governmental entity.
- 2.3.7 This policy shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built



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documentation, including, but not limited to, those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.

2.4 Targeted Hiring

2.4.1 Hiring Requirements for Non-Federally Funded Projects.

The Prime Contractor shall ensure that the following targeted hiring requirements are met for each non-federally funded project:

- A minimum of 40% of all hours of project work shall be performed by Local Targeted Workers, with priority given to Community Area Residents. For any hour of Project Work for which the [C/S/EC/S/E/D](#) seeks to meet this requirement, the [C/S/EC/S/E/D](#) and Unions must first refer Community Area Residents. After Unions and [C/S/EC/S/E/Ds](#) have exhausted the available pool of Community Area Residents, they shall refer any Local Residents from Extremely Economically Disadvantaged areas; when the [C/S/EC/S/E/Ds](#) have exhausted the available pool, they shall refer Local Residents from ~~low~~ Economically Disadvantaged areas.
- A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers whose primary place of residence is within Los Angeles County.
- At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's Division of Apprenticeship Standards (DAS) approved apprenticeship standards. Local Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.
- [These hiring provisions may be utilized on covered Federal-funded projects if approved, or allowed, by the Federal-funding entity.](#)

2.4.2 Hiring Requirements for Federally Funded Projects

The Prime Contractor shall ensure that the following targeted hiring requirements are met for each federally funded project:



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- A minimum of 40% of all hours of Project Work shall be performed by National Targeted Workers, with priority given to residents of National Extremely Economically Disadvantaged areas. For any hour of Project Work for which the [C/S/EC/S/E/D](#) seeks to meet this requirement, the [C/S/EC/S/E/D](#) and Unions must first refer residents of National Extremely Economically Disadvantaged areas. After Unions and [C/S/EC/S/E/Ds](#) have exhausted the available pool of residents of National Extremely Economically Disadvantaged areas, they may refer any National Targeted Worker.
- A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers.
- At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's DAS approved apprenticeship standards. National Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.

2.5 Compliance

LACMTA or its authorized representatives shall determine whether a Prime Contractor and its [C/S/EC/S/E/Ds](#) have complied with the requirements of the LACMTA-PLA and the Policy. The Prime Contractor is ultimately responsible for it and its [C/S/EC/S/E/Ds](#) compliance with the LACMTA-PLA and Policy requirements.

- 2.5.1 If, after taking into account all hours of project work performed up to that point in time of the Reporting Period, the targeted hiring requirements of the LACMTA-PLA and Policy have been satisfied for a Project, then the Prime Contractor and its subcontractors working on that Project shall be deemed to be in compliance.
- 2.5.2 If the targeted hiring requirements of the LACMTA-PLA and the Policy have not been satisfied for a Project, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its [C/S/EC/S/E/Ds](#) have complied with all other requirements of the LACMTA-PLA and the Policy, and (b) that it and each [C/S/EC/S/E/D](#) have either (i) satisfied the targeted hiring requirements of the LACMTA-PLA and this Policy with regard to the



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project work that it has performed or (ii) satisfactorily demonstrated the following:

- Adherence to procedures contained in its Employment Hiring Plan (EHP) as approved by the LACMTA.
- Requests to Unions, through Craft Request Forms, of sufficient numbers of Targeted Workers and Disadvantaged Workers to meet the targeted hiring percentages set forth in Section 2.4 of the Policy for that [C/S/EC/S/E/D](#)'s Project Work.
- Documented contact with the Jobs Coordinator in each instance when the relevant Union did not refer qualified Targeted Workers within the 48 hours following the [C/S/EC/S/E/D](#)'s request and the [C/S/EC/S/E/D](#)'s fair consideration of any Targeted Worker or Disadvantaged Worker subsequently referred by the Jobs Coordinator.
- Accurate records documenting the [C/S/EC/S/E/D](#)'s compliance efforts that include (but not limited to) the following:
 - A listing by name and address of all local recruitment sources contacted by the [C/S/EC/S/E/D](#);
 - The date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;
 - The number of Targeted Worker hires made as a result of the contact;
 - The identity and address of the worker(s) hired pursuant to the contact;
 - Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

2.6 Enforcement

2.6.1 The Prime Contractor for every project agrees to the following:

- The Prime Contractor and its [C/S/EC/S/E/D](#)'s commitment to comply with the targeted hiring requirements of [the](#) LACMTA-PLA and Policy is a material element of the contract.



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- The Prime Contractor will be liable to the LACMTA for Liquidated Damages as provided in this section.
- The failure of the Prime Contractor and its [C/S/EC/S/E/Ds](#) to comply with the targeted hiring requirements will cause harm to the LACMTA and the public which is significant and substantial but extremely difficult to quantify. The harm to the LACMTA includes the difficult-to-quantify harm that the community and its families suffer as a result of high unemployment and concentrated poverty.
- Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, construction contracts shall have provisions establishing liquidated damages to be assessed as follows:
 - The Prime Contractor shall pay liquidated damages equal to the average journey person project wage for each hour the Project fell short of the targeted hiring, or \$500 per day, whichever is greater.
 - If the project's targeted hiring requirements are out of compliance during any Reporting Period, the Prime Contractor shall meet with the LACMTA to develop a plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance or Liquidated Damages shall be withheld.
 - Before Liquidated Damages are sought, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.
 - Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, the project contract is terminated, or the project is completed.
 - Should the project be terminated or completed before the Prime Contractor is found to be in compliance, recommendation may be made to the LACMTA's CEO to assess Liquidated Damages to be withheld from the contractor's retention.



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2.6.2 Liquidated Damages Appeal

2.6.2.1 The Prime Contractor may appeal the assessment of Liquidated Damages before the LACMTA's CEO. Prior to the hearing, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.

2.6.2.2 The Prime Contractor must request an appeal in writing within 10-calendar days of receipt of the Liquidated Damages assessment summary. At the hearing, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section 2.5 of the Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

2.6.3 Consistent, substantial violations of the LACMTA-PLA and/or Policy by any Prime Contractor may result in contract termination.

The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

3.0 DEFINITION OF TERMS

- 3.1 Apprentice, as used in this Agreement, shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards (DAS), or in the case of Projects with federal funding, approved by the US Department of Labor (DOL) and California DAS.
- 3.2 Board means the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors.



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- 3.3 Community Area Resident means a Local Resident whose primary place of residence is within an Economically Disadvantaged or Extremely Economically Disadvantaged area and is within a 5-mile radius of the covered project in question.
- 3.4 Construction Contract means a contract to perform construction work on a LACMTA Project.
- 3.5 Contractor/Subcontractor/Employer/Developer (C/S/E/D) means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement and/or ground lease with LACMTA to build a JD PLA Project, or (b) has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement. A C/S/E/D may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E/D is otherwise a party to any collective bargaining agreement.” ~~means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner/operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA and which incorporate this Agreement.~~
- 3.6 Core Worker means an employee whose name appeared on the C/S/E/Ds active payroll for sixty (60) of the one hundred days immediately before the award of the Project Work to the ~~C/S/E/D~~ and meets all standards required by applicable local, state or federal law or regulation.
- 3.7 Craft Request Form means a document provided by the LACMTA through which Contractors shall request workers from Unions.
- 3.8 Criminal justice system involvement occurs when a person has direct involvement through having an arrest record or indirect involvement through affiliation or residency in an area with high levels of gang activity as identified/verified by a law enforcement agency.
- 3.9 Disadvantaged Worker means an individual who, prior to commencing work on the project, meets the income requirements of a Targeted Worker and faces at least two of the following barriers to employment: (1) being homeless;



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(2) being a custodial single parent;(3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan war; or (9) being an apprentice with less than 15% of the required graduating apprenticeship hours in a program.

- 3.10 Division of Apprenticeship Standards (DAS) verifies the apprentice registration and status and enforces requirements of Labor Code Section 1777.5 mandating employment of apprentices on all public works projects.
- 3.11 Economically Disadvantaged Area means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
- 3.12 Employment Hiring Plan (EHP) is the plan presented by the Contractor and approved by the Chief Executive Officer, or his designee, as described in Section 4.0 of this Policy.
- 3.13 Extremely Economically Disadvantaged Area means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$32,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
- 3.14 Jobs Coordinator means an independent third-party individual, entity or employee with whom the Prime Contractor or LACMTA enters into a contract or employs to facilitate implementation of the Targeted Hiring Requirements of this Agreement and the Policy. The Jobs Coordinator must be able to demonstrate or document to the LACMTA the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in the Construction Careers Policy.



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- 3.15 LACMTA means Los Angeles County Metropolitan Transportation Authority, also known as MTA or Metro.
- 3.16 Letter of Assent means the document which formally binds each ~~C/S/EC/S/E/D~~ to adherence to all the forms, requirements and conditions of this Agreement that each ~~C/S/EC/S/E/D~~ (of any tier) must sign and submit to the LACMTA's designated office prior to beginning any work covered by this Agreement, and a copy of which will be provided by the designated LACMTA office to the Council.
- 3.17 Local Resident means an individual whose primary place of residence is within an Economically Disadvantaged or Extremely Economically Disadvantaged area in Los Angeles County.
- 3.18 Local Targeted Worker means a Local Resident, Community Area Resident or a Disadvantaged Worker whose primary place of residence is within Los Angeles County.
- 3.19 National Targeted Worker means an individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in the United States, or a Disadvantaged Worker.
- 3.20 Policy means this Construction Careers Policy (CCP). This Policy shall govern covered construction projects as defined herein.
- 3.21 Prime Contract means a contract entered into by a Contractor and the LACMTA for construction of the Project Work.
- 3.22 Prime Contractor means a Contractor that has entered into a Prime Contract with the LACMTA.
- 3.23 Project or Covered Project means the capital improvement construction projects, including, but not limited to, Measure R and Measure M Transit Projects and Highway Projects, with an individual construction contract value of life of project budget greater than \$2.5 million or more and awarded by the LACMTA; and

Project or Covered Project also means:

(a) Joint Development PLA Projects.



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1. A Joint Development PLA Project is defined as a joint development project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by LACMTA through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:
 - a. A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
 - b. A residential only project that exceeds sixty (60) residential units; or
 - c. A commercial only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.
2. The joint development project thresholds set shall apply to the aggregate square footage and/or number of units for all work to be performed on a contiguous site as a joint development project as approved by the LACMTA Board. Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

- 3.24 Project Labor Agreement (PLA) means an agreement entered into between the Los Angeles/Orange County Building and Construction Trades Council, Unions and the LACMTA.
- 3.25 Project Work means construction work performed in the construction of a project.
- 3.26 Reporting Period means the indicated reporting period for measuring the targeted hiring efforts of the C/S/EC/S/E/Ds. These reporting periods shall be defined by the LACMTA and will continue until construction of the project has been completed.



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- 3.27 Targeted workers means an individual whose primary place of residence is (1) within an extremely economically disadvantaged area, which is a zip code that includes a census tract, or portion thereof, in which the median annual household income is less than \$32,000 per year; or, (2) within an economically disadvantaged area, which is a zip code that includes a census tract, or portion thereof, in which the median annual household income is less than \$40,000 per year.
- 3.28 Unemployment means, in accordance with the Bureau of Labor Statistics definition, a situation in which a person does not have a job, has actively looked for work in the prior 4 weeks, and is currently available for work. Chronic unemployment means unemployment lasting 27 weeks or longer.
- 3.29 Union or Unions or Signatory Unions means the Los Angeles/Orange Counties Building and Construction Trades Council (Council) affiliated with the Building & Construction Trades Department (AFL/CIO), Craft International Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

4.0 RESPONSIBILITIES

LACMTA or its designee shall ensure that the following responsibilities are met for each project affected by this policy:

- LACMTA shall ensure that each construction contract includes the detailed requirements of the PLA and the CCP guidelines and has been agreed to by the Prime Contractor and all [C/S/EC/S/E/Ds](#).
- LACMTA shall collect a Letter of Assent from each [C/S/EC/S/E/D](#) and ensure that the letters are distributed to all required parties.
- LACMTA shall review, approve or disapprove submitted EHPs prior to a [C/S/EC/S/E/D\(s\)](#)' estimated start of work. Approval of a [C/S/EC/S/E/D](#) to work on a Project is contingent upon the [C/S/EC/S/E/D\(s\)](#)' submittal of an approved EHP plan.
- LACMTA shall monitor and enforce the targeted hiring measures of the LACMTA-PLA and Policy and issue Notices of Non-Compliance, where appropriate.
- LACMTA shall assess Liquidated Damages in accordance with Section 2.6.1 of this Policy.
- LACMTA shall report the status of all projects covered by this policy as determined by the CEO or his designee.



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Prime Contractor and its [C/S/EC/S/E/Ds](#) shall perform the following responsibilities:

- The Prime Contractor shall ensure that its [C/S/EC/S/E/Ds](#) submit their EHP to the LACMTA for approval by the LACMTA project manager or his/her designee, at least 20 business days prior to starting their work on the project. Each [C/S/EC/S/E/D](#) shall include in its EHP a description of how it will meet the targeted hiring requirements set forth in the LACMTA-PLA and Policy. No [C/S/EC/S/E/D](#) shall be approved to work on a project without an approved EHP.
- Prior to the start of work, the prime contractor shall ensure that its [C/S/EC/S/E/Ds](#), adhere to the following:
 - The prime contractor shall read and understand the requirements of the LACMTA-PLA and Policy.
 - The prime contractor shall sign and submit their Letters of Assent prior to the start of work. No [C/S/EC/S/E/D](#) shall be approved to work on a project without submitting a signed Letter of Assent.
 - The prime contractor shall submit their EHP at least 20 business days prior to their subcontractor's start of work.
- Prior to start of work on the project, the Prime Contractor shall perform the following:
 - The prime contractor shall recommend a Jobs Coordinator for approval by the LACMTA.
 - The prime contractor shall provide documentation of the Jobs Coordinator's qualifications to the LACMTA within 10 days upon request by the LACMTA or its designee.
 - Upon LACMTA's approval of its Jobs Coordinator, the prime contractor shall ensure that all its subcontractors know the Jobs Coordinator and understand the Job Coordinator's role.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 2.4 of this Policy.
- Each [C/S/EC/S/E/D](#) shall conduct a pre-job conference with the appropriate affected Union(s) and the Council prior to commencing work. The [C/S/EC/S/E/D](#) shall notify the Council ten (10) days in advance of all such conferences. Subcontractors of all tiers will be advised in advance of all such conferences and shall participate. All work assignments should be disclosed by the [C/S/EC/S/E/D](#) at a pre-job conference held



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in accordance with industry practice. Any formal jurisdictional dispute raised under Article XII of the LACMTA-PLA must be raised at the pre-job conference upon disclosure of the work assignments. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the [C/S/EC/S/E/D](#) intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the [C/S/EC/S/E/D](#) must notify the appropriate affected craft union(s) prior to the commencement of work.

- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall only use the Craft Request Form (Attachment “B” of the LACMTA-PLA) and the procedures written therein to request workers from the affected Union(s) and Job Coordinator.
- The Craft Request Form shall be submitted to the Jobs Coordinator and the Union(s) simultaneously. If the Union(s) cannot provide the requested worker in 48 hours, the Jobs Coordinator will seek to fill the job request form from other sources.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall maintain proof of transmittal of the Craft Request forms to the Union hiring halls and Jobs Coordinator. Upon request by the LACMTA, or its designated representative, copies shall be provided within 10-calendar days of request.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall make available to the LACMTA, or its designated representatives, records and information that are deemed relevant to monitoring and enforcement of the provisions of the LACMTA-PLA and the Policy.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall cooperate fully and promptly with any inquiry or investigation the LACMTA or its designated representatives deem necessary in order to monitor compliance with the provisions of the LACMTA-PLA and the Policy.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall submit to the LACMTA a verified statement of the number of journeypersons and apprentices who worked on the project, their classifications and the hours worked (Per California Labor Code 1777.5(e)) within 60 calendar days after concluding work on the project.

The Jobs Coordinator shall perform the following responsibilities:

- Play an integral part in the success of its partners in obtaining the targeted hiring percentages. It is the responsibility of the Prime Contractor to designate a Jobs Coordinator who will effectively perform the following:
 - The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers and/or Disadvantaged Workers for construction opportunities at the project (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).



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- The Jobs Coordinator shall coordinate services for contractors to use in the recruitment of Targeted Workers.
- The Jobs Coordinator shall educate and assist contractors on incentives provided by state or federal programs for on-the-job training and employer tax credits.
- The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.
- The Jobs Coordinator shall screen and certify the disadvantaged status of workers.
- The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed local and/or disadvantaged workers and apprentices.
- The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified local workers and/or disadvantaged workers.
- The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.
- The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral to work on a project and/or indenture-ship into a bona fide labor/management apprenticeship program.
- The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.
- The Jobs Coordinator shall assist the [G/S/EC/S/E/Ds](#) with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.
- The Jobs Coordinator shall work closely with LACMTA staff, the building trades and [G/S/EC/S/E/Ds](#) in achieving the targeted hiring goals.

Unions shall perform the following responsibilities:

- The Unions shall ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.
- The Unions shall refer Targeted Workers requested through the Craft Request Form, regardless of their place on the hiring hall list and normal referral procedures.
- The Unions shall exert their best efforts to recruit and identify Targeted Workers residing in Local Extremely Economically Disadvantaged areas and Economically Disadvantaged areas or in the case of federal funding, National Extremely Economically Disadvantaged areas or Nationally Economically Disadvantaged areas, Disadvantaged Workers, as well as those referred by the Jobs Coordinator for



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entrance, [indentureship](#) into a union apprenticeship program, and assisting such individuals in graduating into journeypersons.

- The Unions shall track retention of Targeted Workers/ apprentices participating in joint Labor/Management apprenticeship programs and provide LACMTA with the necessary information as requested.

5.0 FLOWCHART

Not Applicable

REFERENCES

- [Zip Code Area Tables](#)

6.0 ATTACHMENTS

Attachment A - Los Angeles County Metropolitan Transportation Authority Project Labor Agreement (LACMTA-PLA)

Attachment B – Craft Request Form

7.0 PROCEDURE HISTORY

12/15/11 New policy 01/26/12 Board Adopted

[01/26/17 Revised to include joint development projects and other minor edits](#)



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**GENERAL MANAGEMENT
Construction Careers Policy**

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Attachment A



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**GENERAL MANAGEMENT
Construction Careers Policy**

GEN 58
Attachment B



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LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

REQUEST FOR CRAFT EMPLOYEES (FOR FEDERALLY FUNDED PROJECTS ONLY)

To the Contractor: Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for the LACMTA project. After faxing your request, call the Local to verify receipt and substantiate their capacity to furnish targeted, disadvantaged or general dispatch workers as requested. Contact information for Locals is listed on back of form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

To the Union: Please complete the "Union Use Only" section and fax form back to the requesting contractor. Retain form for your records.

To: Local # _____ Fax # () _____ Date: _____

From Company: _____

Person Sending: _____ Contact Phone: () _____

Please provide me with union craft workers per the LACMTA-PLA that fulfills the requirements for the project as defined below:

40% Targeted Requirement. (Union craft employees, including apprentices, who reside in Nationally Extremely Economically Disadvantaged areas identified on our webpage at www.metro.net/pla . If unavailable, those who reside in Nationally Economically Disadvantaged areas can be dispatched from the areas identified on our webpage.

10% "Disadvantaged" Requirement. (Union craft employees, including apprentices, who live in one of the Nationally Extremely Economically Disadvantaged, or Nationally Economically Disadvantaged areas identified on the webpage, and are verified to fulfill the "Disadvantaged" hiring requirement).

General Dispatch. (Union craft employees dispatched per normal dispatch procedures, not including the 40% Targeted or 10% "Disadvantaged" requirements)

(Nationally Economically Disadvantaged Areas are referenced at www.metro.net/pla)

Craft Employees Requested

Job/Craft	Journey man	Appren- tice	40% Target #	10% Disadv. #	General Dispatch	Total #	Report Date	Report Time

Total Workers Requested _____ Report to (On-Site Contact): _____

Please have worker(s) report to the following work address indicated below:

Site Address: _____

On-site Tel. () _____ #: Fax: () _____

Comments or special requirements: _____

Union Use Only

(Fax the Completed Form Back to Contractor)

Reception Date _____ Dispatch Date _____ Received By _____

Requested Dispatch
40% Targeted
20% Apprentice
10% Disadvantaged

Available for Dispatch

Unavailable for Dispatch

Comments: _____

Contractors Note: This form should be used for all requests for dispatch from construction trade unions for work on this project. The Project Labor Agreement (PLA) for the project contains a 40% targeted worker hiring requirement (see zip codes list), including a 20% Apprenticeship hiring and a 10% "disadvantaged" hiring requirement. In the event that referral facilities maintained by the unions are unable to fill the requisition of a contractor/ employer for qualified employees within a forty -eight hour period after such requisition is made by the contractor / employer, the contracted employer shall be free to obtain workers from any source.

METRO JOINT DEVELOPMENT PROGRAM:

POLICYIES AND PROCESS

Updated ~~February~~ January 2016 2017

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I. INTRODUCTION / PURPOSE

The Metro Joint Development Program is a real estate development program for properties owned by the Los Angeles County Metropolitan Transportation Authority (Metro). It is a real property asset development and management program designed to secure the most appropriate private and/or public sector developments for Metro-owned properties.

This document outlines the objectives and, policies ~~and process~~ that will guide the Metro Joint Development Program as it develops Metro-owned properties. Together with the companion *Metro Joint Development Program: Process* document, the Policy ~~it~~ serves to inform communities in which joint developments take place, developers who build them, and the general public, about the objectives, policies, and processes that govern the Joint Development Program.

In addition, these ~~is~~ documents explain~~s~~ how local and federal policies guide Metro joint development, where applicable.

II. OBJECTIVES / GOALS

The Joint Development Program is centered on three main goals:

A. Transit Prioritization:

1. Preserve Properties for Transit Use. Metro will preserve the ability to safely operate and maintain transportation facilities on its properties.
2. Increase Transit Ridership. The Joint Development Program aims to reduce greenhouse gas emissions and increase transit ridership by attracting new riders and increasing the number of transit trips generated from joint development projects.

B. Community Integration, Engagement, Affordable Housing and Design:

Metro's Joint Development Program will seek projects that engage stakeholders and create vibrant, transit-oriented communities that offer a range of housing types, job opportunities, and services centered around public transit facilities.

1. Community Integration. Metro will seek to create projects that are compatible with the surrounding community and reflect the needs and desires of the neighborhood in which they are situated. Like any private development, joint developments are subject to the land use policies and approval processes of the host jurisdiction.
2. Community Engagement. Metro will ensure that the Joint Development Process actively engages community members at every development stage.
3. Affordable Housing. Metro's Joint Development Program seeks to facilitate construction of affordable housing units, such that 35% of the total housing units in the Metro joint development portfolio are affordable for residents earning 60% or less of the Area Median Income (AMI). The joint development portfolio includes properties for which Metro maintains long term ownership. It does not include surplus land that is sold in fee. Affordable housing is defined as housing that is covenant-controlled, provided on an income-restricted basis to qualifying residents earning 60% or less than AMI as defined by the CA Tax Credit Allocation Committee, and often subsidized by public or non-profit funding sources.
4. Design and Placemaking. Metro's Joint Development Program will pursue high quality design that enhances the surrounding community and creates inviting spaces and places around Metro transit facilities.

C. Fiscal Responsibility:

1. Maximize Revenue. Joint development projects are expected to generate value to Metro based on maximizing ground rent revenues received, or equivalent benefits negotiated, for the use of Metro property.
2. Minimize Risk. Projects should minimize financial risk to Metro.
3. Feasibility. Projects should be viable, now and in the future.

III. POLICIES

To achieve its goals, the Joint Development Program shall conform to the following policies:

A. Transit Prioritization and Integration:

1. Preservation of Transit Facilities. Metro shall retain authority over its transit facilities and services, and no development shall negatively impact existing or future public transportation facilities, nor shall any development obligate Metro to any particular operational level of service.
2. Density and Program. Metro will prioritize dense, trip generating uses on joint development sites.
3. Transit Connections. Metro will maximize connections to transit facilities from and through joint developments, where appropriate. Projects are encouraged which provide for increased station access using buses, active transportation, and other alternative modes of travel.

B. Community Outreach:

1. Community Engagement. Metro will pro-actively engage with the communities where the joint development projects occur through a variety of methods, which may include charrettes, focus groups, workshops, email updates, and social media communications. Developers selected for joint development projects shall be required to create a community engagement plan.
2. Local Collaboration. Metro will consult and work cooperatively with local jurisdictions and developers to encourage transit-supportive, high-quality development at stations and surrounding properties. All private developments (including joint development projects) must follow the local laws and policies, including the applicable land use policies, of the jurisdiction in which they reside.
3. Design Rigor. Projects shall demonstrate a high quality of design that is both sensitive to community context and enhances the surrounding community.

C. Financial Policies:

1. Risk Minimization. Projects should not require commitment of Metro financial resources, should minimize any investment risk to Metro, and should maximize asset security for Metro.
2. Collaborative Contribution. Projects are encouraged which obtain capital or in-lieu contributions from other public agencies to create greater community economic benefit to Metro-sponsored joint development projects.

3. Ground Lease Preference. Use of a long term ground lease is generally preferred to fee disposition.

D. Federal Policies:

Many joint development properties were purchased with some funding from the federal government. The federal agency for transit funding, the Federal Transit Administration (FTA) therefore must review and approve joint developments on land that was acquired with any federal funds. Additional details on this process are outlined in the [*Metro Joint Development Process document*](#)~~Legal Framework section V.B. Federal Regulations.~~

E. Affordable Housing Policies:

A large portion of Metro riders are low-income and transit dependent. Meanwhile, Metro transportation investments have the potential to raise the value of property near Metro transit investments. Thus, it is in Metro's and the community's interest to maintain and grow ridership by promoting the development of affordable housing on appropriate Metro joint development sites. In addition, State and Federal guidance encourages coordination of investments and policies to accommodate affordable housing near transit. Metro will define affordable housing as housing for residents earning 60% or less than AMI, and will prioritize units with even deeper affordability levels for very low income and extremely low income residents. Metro will use the following policies to promote affordable housing on joint development sites:

1. Range of Types. Joint development projects with a residential component are encouraged to provide a range of housing types to meet the needs of a diversity of household incomes, sizes, and ages.
2. Land Discounting. Where appropriate, and subject to FTA approval (if applicable), Metro may discount joint development ground leases below the fair market value in order to accommodate affordable housing. Such a land discount may not be greater than 30% of the fair market value.
3. Proportional Land Discounting for Affordable Housing. The proportional discount of the ground lease may not be greater than the proportion of affordable units to the total number of housing units in the project, with a maximum discount of 30%. For example, land value for a project that has 20% affordable units could be discounted up to 20%. Land value for a project with 100% affordable housing could be discounted up to 30%. In the case of mixed use projects, the discount will be to the land value attributable to the housing portion of the project.

F. Development Solicitation Policies:

1. Competitive Solicitation. Metro's preferred method for selection of developers for its joint development projects is conducted through a competitive selection process that is further detailed in the following Process Section. The competitive process is managed through the Vendor/Contract Management Department and will be consistent with Procurement Policies.
2. Unsolicited Proposals. Metro does not encourage unsolicited proposals. Metro may consider unsolicited proposals in limited cases, as set forth in Metro's *Unsolicited Proposals & Public/Private Sector Engagement Policy* (Metro UP Policy). Metro's UP Policy includes a separate section on the process for submission and consideration of Unsolicited Proposals for Joint Development, called *The Joint Development Unsolicited Proposals Policy and Process* (JD UP Policy). The JD UP Policy is included [in the Joint Development Procedures document as Attachment A.](#)
3. Community Based Organizations (CBO)/ Small/Disadvantaged Business Enterprise (SBE/DBE) /Disabled Veterans Business Enterprise (DVBE).

Metro strongly encourages partnerships with local Community Based Organizations that provide affordable housing and other community serving programs and uses to its joint development sites, as part of the development team.

Metro also encourages development teams to create opportunities to include Metro-certified SBE/DBE and DVBE firms in their projects, through the delivery of professional or construction services. To identify eligible certified SBE/DBE and DVBE firms, use the following link:

http://smallbusinessquery.metro.net/pages/naics_lookup.aspx. Those firms not Metro-certified as SBE/DBE or DVBE but interested in seeking certification can find the process here: <http://business.metro.net/VendorPortal/>

G. Acquisition Policies:

1. To encourage opportunities for joint developments surrounding transit investments, when appropriate, Metro will consider joint development opportunities in the acquisition of required property, location of new station sites, and construction of station facilities.
2. In the initial planning of a transit corridor project (e.g., during the environmental and preliminary engineering phases), Metro may conduct site analysis, include a preliminary layout of each passenger station site, develop conceptual urban design strategies integrating station sites with adjacent

communities, and evaluate proposed station sites for their joint development potential.

H. Project Labor Agreement and Construction Careers Policy

To promote efficiency of construction operations during the construction of certain Joint Development projects and to encourage construction employment and training opportunities that can mitigate the harms caused by geographically concentrated poverty and unemployment in economically disadvantaged areas and among disadvantaged workers, Metro will apply its Project Labor Agreement and Construction Careers Policy to certain covered Joint Development projects (resulting from both solicited and unsolicited proposals). Covered JD projects are those that meet the following thresholds:

- A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
- A residential only project that exceeds sixty (60) residential units; or
- A commercial only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.

The Project Labor Agreement Policy can be found here: [INSERT LINK ONCE UPDATED POLICY IS ON WEB] and the Construction Careers Policy can be found here: [INSERT LINK ONCE UPDATED POLICY IS ON WEB]

IV. PROCESS

A. Inventory and Site Selection:

- ~~1. Inventory. Metro maintains an inventory of properties that are potential sites for future joint development. Metro staff will monitor market conditions and communicate with local jurisdictions and stakeholders about development potential.~~
- ~~2. Site Selection. The determination to select sites for joint development is dependent on several factors including, but not limited to: market conditions, community input, local jurisdictions, and Metro resources. These factors may provide the basis for establishing project priorities, project implementation strategies, and ultimately the creation of Development Guidelines, to ensure maximum attainment of Metro's Joint Development Objectives.~~
- ~~3. Determination of Financing Requirements. Upon the selection of a site for a joint development project, Metro staff will determine the funding sources that were involved in the acquisition of the selected site. Depending upon the financing that was used, the project may be subject to review by the FTA, the California Department of Transportation (Caltrans), and/or review pertaining to the presence of tax exempt bonds.~~
- ~~4. Joint Development versus Excess Property. Metro owned properties for which there is a federal interest and considered for the Joint Development Process may be considered "Joint Development" sites or "Excess Properties" under applicable Federal rules and regulations. Joint Development sites contain transit infrastructure, which can range from a rail or bus station to a power substation or other infrastructure. Excess Properties contain no transit infrastructure. Metro will handle both Joint Development sites and Excess Properties according to the policies and processes set forth in this document.~~

B. Community Outreach and Scoping

- ~~1. Community Engagement. Once a site has been selected for a potential joint development, Metro will consult with local jurisdictions and conduct outreach to solicit input from the community surrounding the site. The Joint Development Program staff, working closely with Metro Community Relations, will work with the community stakeholders and local jurisdiction to determine a vision for the potential project.~~
- ~~2. Development Guidelines. Upon determination of a unified vision that is desirable to the community and economically feasible, Metro will prepare Development Guidelines specific to the site. The Development Guidelines will articulate the intensity and type of land uses that Metro and the community desire for that site, as well as any desired transit and urban design features. The~~

~~Development Guidelines will be presented to the Metro Board for approval. Within Metro, the Development Guidelines shall be informed by:~~

- ~~a. Existing or planned transit stations or stops~~
- ~~b. Metro Rail Design Criteria~~
- ~~c. Input from the appropriate Metro Departments, including, without limitation Operations, Engineering, and Safety~~
- ~~d. The First/Last Mile Strategic Plan~~
- ~~e. The Complete Streets Policy~~
- ~~f. The Sustainability Policy~~
- ~~g. The Supportive Transit Parking Plan (once completed and adopted)~~
- ~~h. The Public Restroom Policy~~
- ~~i. Other policies and departments as applicable~~

~~C. Competitive Solicitation Process:~~

- ~~1. Solicitation. After Board approval of the Development Guidelines, Metro will solicit proposals for joint development of the site through a Request for Information and Qualifications (RFIQ) and/or a Request for Proposals (RFP). The standard RFIQ/RFP procedure will be managed through the Vendor/Contract Management Department and will be consistent with Procurement Policies and, if the subject site was purchased with FTA assistance, will conform to FTA circular 7050.1, which governs joint development.~~
- ~~2. Evaluation. Joint development proposals shall be evaluated based on their support of the Joint Development Objectives and conformance with the site-specific Development Guidelines. Staff will assemble an evaluation panel generally consisting of key Metro personnel and a representative of the governing jurisdiction. Additionally, an urban design or development consultant, financial services consultant and/or local jurisdiction technical staff may be used to provide support and advisory services in the evaluation of proposals. The evaluation panel shall evaluate joint development proposals and advise the Metro Chief Executive Officer (CEO) on a developer to be recommended to the Board. The CEO may recommend a developer to the Board or defer joint development if none of the proposals maximize Joint Development Objectives.~~
- ~~3. Unsolicited Proposals. See Appendix A for the Joint Development Unsolicited Proposals Policy and Process.~~

~~D. Development Phase:~~

- ~~1. Exclusive Negotiation Agreement and Planning Document. Before the CEO recommends the selected developer's proposal to the Metro Board, developer shall negotiate and sign an Exclusive Negotiation Agreement and Planning Document ("ENA"). The ENA shall not be effective until both parties have~~

~~signed.) The ENA will include a project concept, terms and conditions regarding community engagement, general planning and development goals, deposit and fees, design review and a predevelopment schedule agreed to by the proposed developer and Metro staff. Upon approval of a recommended developer and authorization by the Metro Board, the CEO or designee shall execute the ENA with the developer.~~

~~*Developer Responsibilities under the ENA include but are not limited to:*~~

- ~~• Negotiate in good faith, including such project design and project financing information as necessary for Metro staff to negotiate a transaction.~~
- ~~• In consideration for entering into the ENA, the developer shall provide Metro a non-refundable fee in an amount determined by the CEO or designee but in no event less than fifty thousand dollars \$50,000 or such other consideration as determined by the CEO or designee.~~
- ~~• In addition to the fee, the developer shall also provide Metro with a deposit in an initial amount determined by the CEO or designee to pay Metro's actual costs to negotiate and evaluate the proposal, including certain Metro in-house and third party costs.~~
- ~~• Create a robust community engagement plan that will carry throughout the design, entitlement and construction process for the project.~~

~~*Metro Responsibilities under the ENA:*~~

- ~~• During the negotiation period, provided that the developer is not in default of its obligations under the ENA, Metro shall negotiate exclusively and in good faith with the developer a Joint Development Agreement ("JDA") and Ground Lease to be entered into between Metro and the developer, and shall not solicit or entertain offers or proposals from other parties concerning the site.~~

~~*Term of the ENA:*~~

- ~~• The term of the ENA shall generally be eighteen (18) months; provided, the term and any extensions shall not exceed thirty (30) months. In considering an extension, the CEO or designee shall determine whether substantial progress has been made towards fulfillment of the requirements of the ENA and may require payment of additional fee and/or deposit amounts.~~

2. Joint Development Agreement.

- ~~Before the Metro Board can authorize execution of a JDA for a project, the project must be environmentally cleared through the California Environmental Quality Act (CEQA). Metro is not the lead CEQA agency for joint development projects; the agency with local regulatory land use authority generally serves that function.~~
- ~~Upon satisfactory fulfillment of the development requirements in the ENA, negotiation of acceptable terms, and adoption of CEQA findings by the lead agency, Metro staff will recommend to the Metro Board to (a) adopt the CEQA findings as a responsible party and (b) enter a Joint Development Agreement (JDA) for the implementation of a project. The JDA shall describe the rights and responsibilities of both parties and may include the terms for a Ground Lease.~~

~~3. FTA Concurrence. Before LACMTA may enter into a ground lease, the project must seek and obtain concurrence from the FTA Regional office via a letter. Details on FTA requirements for concurrence are included in the Legal Framework section V.B Federal Guidelines.~~

~~4. Ground Lease. Upon satisfactory fulfillment of the closing conditions required in the JDA, and receipt of FTA concurrence, Metro shall enter into a Ground Lease for the lease of the site. The Ground Lease shall describe the rights and responsibilities of both parties with respect to the site. The Metro CEO or designee may also enter into such other documents and agreements to implement and administer the project as described in the JDA and Ground Lease.~~

~~5. Environmental Compliance. As noted above, Metro shall not approve or be committed to a project until the Metro Board as a responsible agency under CEQA and/or NEPA considers and analyzes the environmental impacts of the project. The project must be cleared through CEQA before a JDA or a Ground Lease can be approved by the Board.~~

V. LEGAL FRAMEWORK

A. Statutory Basis:

~~The Metro Joint Development Program maintains statutory basis as obtained by a predecessor agency, the Southern California Rapid Transit District. Under California Public Utilities Code, Section 30600: “the district may take by grant, purchase, gift, devise, or lease, or by condemnation, or otherwise acquire, and hold and enjoy, real and personal property of every kind within or without the district necessary or incidental to the full or convenient exercise of its powers. That property includes, but is not limited to, property necessary for, incidental to, or convenient for joint development and property physically or functionally related to rapid transit service or facilities. The Board may lease, sell, jointly develop, or otherwise dispose of any real or personal property within or without the district when, in its judgment, it is for the best interests of the district to do so.”~~

B. FTA Regulations:

~~Metro joint development sites which were acquired with assistance from the FTA are subject to FTA joint development policies. Current guidance in FTA Circular 7050.1 on FTA-funded real property for joint development, stipulates that joint developments follow four criteria:~~

- ~~1. Economic Benefit—project must enhance economic benefit or incorporate private investment.~~
- ~~2. Public Transportation Benefit—project must provide physical transit improvement or enhanced connection between modes.~~
- ~~3. Revenue—generally, project must generate a fair share of revenue (at least equal to the amount of original federal investment) and be used for public transportation purposes.~~
- ~~4. Tenant Contributions—tenants pay a fair share of the costs through rental payments or other means.~~





~~Metro joint development sites which were acquired with FTA funds are subject to and will follow FTA guidance as it is updated from time to time. Joint development projects will be reviewed individually by the FTA to ensure compliance.~~

~~In addition, Metro is responsible to ensure that joint development projects comply with FTA Title VI Civil Rights and Environmental Justice requirements. Compliance with Title VI will be required of developer’s selected for joint development projects.~~

C. Local Jurisdictions:

~~Metro joint developments are subject to local land use policies and procedures in the host jurisdiction, similar to any private development. The selected developer for any joint development site must follow the land use, zoning, permitting, and entitlement process for the local jurisdiction of that site.~~

EXHIBIT A: JOINT DEVELOPMENT PROCESS CHART

Metro Joint Development Process				
STAGE	Initial Community Outreach	Developer Solicitation/ Selection**	Project Refinement, Joint Development Agreement (JDA) and Ground Lease (GL) Negotiations	Permitting and Construction
ACTIONS	 >Community Meetings >Creation of Development Guidelines*	 >Issue Request for Information and Qualifications (RFIQ) and/or Request for Proposals (RFP) >Evaluate Proposals >Community update	 >Developers progress architectural design >Community outreach and input - several iterations >Entitlements and CEQA process*** >Negotiation of financial terms	 >City engineering >Construction documents >City building permits >Seek Concurrence from FTA (for properties with federal interest) >City-related approvals >On-site construction >Occupancy
	RESULT	Board approves Development Guidelines	Metro Board authorizes Exclusive Negotiation Agreement (ENA) with recommended developer(s)	Metro Board approves JDA and GL
approximate overall time frame: 48 - 70 months				
	6 - 8 months	6 - 8 months	18 - 30 months	18 - 24 months

*Staff may undertake preliminary market analysis or related studies prior to the drafting of development guidelines.

**Once the RFIQ/RFP is released, Metro is in a "blackout" period. During this period, Metro cannot discuss the specific content of proposals until staff releases their recommendations for a developer. Metro can do general outreach to keep stakeholders apprised of the process and key dates.

***Proposed use requires local jurisdiction approval and may include environmental, zoning, and local plan consistency review and public hearings.



ATTACHMENT A



*Los Angeles / Orange Counties
Building and Construction
Trades Council*

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
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RON MILLER

Executive Secretary

January 4th, 2017

**Metropolitan Transit Authority
Mr. Phillip Washington, CEO
One Gateway Plaza
Los Angeles, CA 90012**

Subject: Letter of support for the Los Angeles County Metropolitan Transportation Authority's (Metro) Project Labor Agreement (PLA), Construction Careers Policy (CCP) and Joint Development (JD) Policy.

The Los Angeles/Orange Counties Building & Construction Trades Council (LA/OC BCTC) is pleased to support Metro's Project Labor Agreement (PLA), Construction Careers Policy (CCP) and Joint Development (JD) Policy as amended. These programs are critical to serving the disadvantaged and historically underutilized communities with training and employment opportunities by way of construction careers.

Metro's program goals of 40% Targeted Workers, 20% Apprentice workers and 10% Disadvantaged workers that was adopted in January 2012 was not only aggressive, but it has set the benchmark for similar economic uplift programs in the nation. The LA/OCBCTC is proud to have played an important role in Metro successfully attaining its program goals of the PLA and CCP over the last five years and looks forward to continuing these efforts.

The LA/OC BCTC provides the necessary training to ensure skilled workers are provided to support Metro's construction infrastructure program and can be used to place workers in construction careers. The amendments proposed in the PLA/CCP renewal agreement will strengthen the efforts that currently exist to provide efficient and effective service to participants of the program. Some of these agreed upon efforts include informing boot camp applicants of the entrance requirements and creating opportunity for recruitment and placement services to graduates of boot camps.

The LA/OC BCTC supports the amendments proposed for the PLA/CCP, and JD policy, and looks forward to collaborating with Metro to increase its successes with the PLA/CCP and JD polices over the next ten (10) years.

Respectfully,

Ron Miller
Executive Secretary

RM:ag/opeiu#537/afl-cio



Board Report

File #: 2016-1006, File Type: Policy

Agenda Number: 51

**REVISED
EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 19, 2017**

SUBJECT: METRO SYSTEM ADVERTISING POLICY

ACTION: APPROVE REVISED METRO SYSTEM ADVERTISING POLICY

RECOMMENDATION

ADOPT revisions to **Metro's System Advertising Policy in order to update policy and expand Metro's current advertising opportunities and generate additional revenue** - as recommended in the Risk Allocation Matrix (RAM) process approved at the January 2016 Board meeting.

ISSUE

Metro's System Advertising Policy provides the agency with a significant opportunity to generate advertising revenue as a way to leverage and optimize sales tax revenues, state and local funds, fare revenues and other forms of agency funding.

In January 2016, the Metro Board of Directors approved the Risk Allocation Matrix (RAM) where staff identified cost saving and revenue generating initiatives, and created the Internal Savings Account - intended as tools to ensure long-term financial stability and mitigate projected budget shortfalls. Among some of the financially significant initiatives is the expansion of advertising on the Metro system to include digital advertising, opportunities at parking structures, facilities and buildings, and other Metro-owned properties.

Revision of the Metro System Advertising Policy would enable staff to explore expanded advertising opportunities on Metro's system in order to generate additional and significant revenue for the agency. This revised policy positions the agency to benefit from expanded advertising opportunities.

DISCUSSION

Background

Metro's System Advertising Policy was last revised June 2013 to permit advertising from non-profit organizations, and strengthen content restrictions on tobacco products, firearms and gun violence, demeaning or disparaging statements, adult entertainment, political endorsements, religious issues, and unsafe or disruptive transit behavior.

In January 2016, the last and final option with Outfront Media's advertising contract was approved and will have generated \$24,000,000 in revenue for Metro from January to December 2017. Some of the additional techniques include advertising space on bike racks on Metro buses and additional 2-sheet ad panels on the Expo, Gold, Blue, and Green Line stations.

Policy Update

While Metro's System Advertising Policy has successfully provided the structure to responsibly generate revenue using Metro's capital assets, it is necessary to revisit the policy so it may address new products, new technologies, and keep in alignment with agency progress.

Restriction Additions

- The emergence of electronic cigarettes and cannabis have become more prevalent as a smoking device and activity, thusly, language has been added to include prohibition of electronic cigarettes and cannabis in the content restrictions, Section 2.1.1. Alcohol, Tobacco, and Cannabis Adverting.

Restriction Removals

- Advertising is placed on all Metro service except the Orange Line. Staff recommends removing the restriction to place advertising on the Orange Line as potential revenue may reach \$200,000 annually. Since the expansion to Chatsworth in 2012, the Orange Line receives an estimated 8.4 million annual ridership; the line also services at least six neighborhoods including North Hollywood, Van Nuys, Reseda, Canoga Park, and Chatsworth.
- Metro Rapid and articulated buses currently do not include advertising. There are no safety, or logistical issues with placing advertising on Rapid and articulated buses, it simply has not been done in the past. An estimated additional 500 Rapid and articulated vehicles may receive advertising, with the potential to earn \$250,000 annually.
- ~~Local events are becoming cultural and financial milestones for the Los Angeles area. Many of these events combine food and drink activities, such as Los Angeles Food & Wine Festival, BBQ & Craft Brews Festivals, and L.A. Beer and Food Festival. Staff recommends allowing advertising for food and drink events in the content restrictions, Section 1. Alcohol and Tobacco Adverting~~

Expanded Properties

- Advertising placed on Metro's digital assets such as websites, social media platforms, blogs, and mobiles apps already generate revenue; and staff have added language to explicitly include these digital platforms in the policy.
- Advertising on Metro's facilities and other properties such as maintenance buildings and facilities, parking structures and lots, and other properties as recommended by the Risk Allocation Matrix (RAM). Staff has added language to include physical and virtual property in the policy.

DETERMINATION OF SAFETY IMPACT

Revision of this policy does not have impact on safety. Staff will consult Risk Management and Safety to review final advertising scopes of work, and individual deliverables such as digital advertising.

FINANCIAL IMPACT

Impact to Budget

No impact to the FY17 or FY18 Budget is anticipated as a result of approval of the policy.

Upon approval of the policy, it may warrant evaluation of staffing to manage the execution of contracts and business needs associated with expanded advertising.

ALTERNATIVES CONSIDERED

Decline to adopt the revised Metro System Advertising Policy.

This is not recommended as the proposed policy changes enable staff to fulfill the Board's previous directive of implementing the 2016 RAM/Internal Savings Account, and explore opportunities to generate additional revenue through expanded advertising opportunities.

NEXT STEPS

Upon Board approval, staff will procure services for expanded advertising on Metro's system to include bus, rail, and properties. Recommendations will be presented for Board approval of new advertising contract(s) before the current contracts expires in December 2017.

ATTACHMENTS

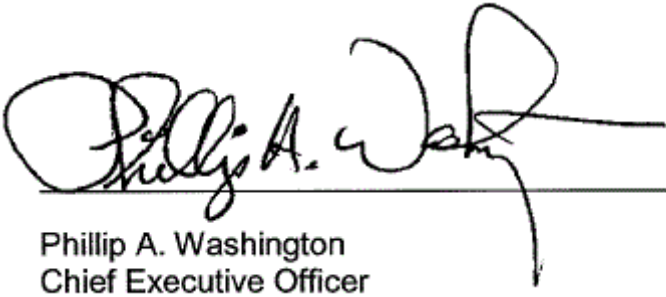
Attachment A - Metro System Advertising Policy (COM6)-ORIGINAL2013

Attachment B - Metro System Advertising Policy (COM6)-CHANGEScolor

Attachment C - Metro System Advertising (COM6)-CLEAN

Prepared by: Lan-Chi Lam, Director of Communications, (213) 922-2349
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Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington
Chief Executive Officer



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1.0 GENERAL

The display of paid (revenue-generating) advertising carries with it a responsibility to protect the agency from potential litigation and to recognize the potential association of advertising images with Metro services while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is not Metro's intent to create a public forum through the acceptance of advertising.

At the same time, Metro's ability to reach its customers directly is crucial to adequate dissemination of transit information. Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space as well as on-board "take-one" boxes and in-station Variable Message Signs) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. Metro's Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

2.0 PROCEDURES

2.1 Revenue-Generating Advertising

Metro contracts with outside vendors to sell and display advertising on bus and rail vehicles and facilities for the sole purpose of generating revenue. Metro does not sell or post advertising directly. Vendors for such contracts are solicited through competitive bids which must conform to Metro's procurement procedures and be approved by Metro's Board of Directors. Such agreements may dedicate no more than 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for Metro's own transit-related information.

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses and rail cars (see restrictions in section 2.1.1 below), interior display frames in bus and rail vehicles, back-lit map cases inside stations, automated public toilets and other fixed outdoor displays on Metro property, electronic Variable Message Signs (VMS) on station platforms, banner ads on Metro's website, space in Metro's printed brochures, timetables and other publications and printed materials, and any other location approved by Metro's Board of Directors. Metro shall not place or allow any exterior advertising on its Orange Line vehicles.



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Content restrictions for advertising displayed through these arrangements are as follows:

1. Alcohol and Tobacco Advertising

Advertising of all alcohol and tobacco products is prohibited. All products that simulate and/or encourage the act of smoking also are prohibited.

2. Non-Commercial Advertising

Metro does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote for sale, lease or other form of financial benefit a product, service, event or other property interest in primarily a commercial manner for primarily a commercial purpose.

Exception 1: Governmental Agencies, meaning public agencies specifically created by government action located in Los Angeles County or a Federal or State of California Governmental Agency, may purchase advertising space for messages that advance specific government purposes. The advertising must clearly, on the face of the advertising, identify the Governmental Agency. It is Metro's intent that government advertising will not be used for comment on issues of public debate.

Exception 2: Metro will accept paid advertising from non-profit organizations that partner with a Governmental Agency (as defined in Exception 1 above) and submit advertising that advances the joint purpose of the non-profit organization and the Governmental Agency, as determined by each of them. In order for advertising to qualify under this exception, the advertising must clearly, on the face of the advertising, identify the Governmental Agency and indicate that the Governmental Agency approves, sponsors, or otherwise authorizes the advertising. The non-profit organization must also provide a Statement of Approval (attached) from the Governmental Agency describing the joint purpose to be advanced and setting forth a statement acknowledging support and approval for the submitted advertising. Any message displayed under this exception must adhere to all other content restrictions stated in this policy.



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3. Other Subject Matter Restrictions

Advertising may not be displayed if its content involves:

- Illegal activity - Promotes or relates to an illegal activity.
- Violence - Contains images, copy or concepts that promote guns/firearms or gun violence, or that depict weapons or other devices in an act of violence or harm on a person or animal, or contain any material that incites or encourages, or appears to incite or encourage, violence or violent behavior.
- Demeaning or disparaging matter - Contains images, copy or concepts that actively denigrate, demean or disparage any individual or group.
- Vulgarity - Contains images, copy or concepts that are obscene, vulgar, crude, sexually suggestive, indecent, profane or scatological.
- Obscene matter - Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.
- Adult entertainment – Promotes or displays images associated with adult book stores, video stores, dance clubs or other adult entertainment or sexually-oriented establishments, telephone services, internet sites, films, video games or escort services.
- Political endorsements – Contains messages that are political in nature, including messages of political advocacy, that support or oppose any candidate or referendum, or that feature any current political office holder or candidate for public office, or take positions on issues of public debate.
- Religion - Contains images, content or copy related to religion or religious ideas or viewpoints.
- Negative connotations of public transit - Contains images, copy or concepts that actively denigrate public transportation.
- Unsafe transit behavior – Contains images, copy or concepts that depict unsafe behaviors aboard buses or trains, or in or around transit stations or railroad tracks.
- Injurious to Metro's interests – Promotes products, services or other concepts that are adverse to Metro's commercial or administrative interests.



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- Metro's endorsement – Contains images, copy or concepts that inaccurately state or imply Metro's endorsement of the subject of the advertisement.
- Harmful or disruptive to transit system – Contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.

4. Metro's Right of Rejection

Beyond the above, Metro's vendors may review advertising content according to their own guidelines of acceptability. Metro does not screen individual ads submitted to its vendors prior to posting unless specifically requested to do so by the vendors. Nevertheless, in all contracts Metro reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.1.1 Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from obscuring window surfaces on Metro vehicles as follows:

- Buses: No more than 30% of the vehicle's total window surface, and no more than 50% of the window surface of any bus side, may be covered by vinyl window graphics. (Note: this excludes the front window surface, which may not be covered in any manner.)
- Rail Cars: No windows may be covered on rail cars.
- Metro Rapid: No wrapped advertising, bus backs or oversized king ads are permitted on Metro Rapid vehicles or on any articulated buses.

2.2 Informational Advertising

Metro has several unique distribution channels at its disposal for disseminating transit information for which it incurs no "space" cost (the fee charged for advertising space). These distribution channels include, but are not limited to: "take-one" boxes on board Metro Buses and Metro Rail trains, "take-one" racks



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at Metro Customer Centers, back-lit and non-lit map cases inside Metro Rail stations and on Metro Bus Stop poles, advertising kiosks at select Metro Rail stations, electronic Variable Message Signs (VMS) on Metro Rail platforms, and interior rail posters on board Metro Rail trains.

In addition, as specified in section 2.1, Metro has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.

Acceptable information for these distribution channels is categorized as follows:

2.2.1 Regular Transit Information

Regular transit information is prepared by Metro's Communications Department in accordance with its annual strategic planning process as well as upon request from other internal departments. Regular transit information includes, but is not limited to: service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.

2.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of Metro services (i.e. "Go Metro to Fiesta Broadway"). Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.2.3 "Added Value" Materials

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to



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provide “added value” materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for Metro Bus and Metro Rail customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Metro logo and other wording approved by Metro’s Communications Department to indicate that the offer is specifically designed for Metro Bus and Metro Rail customers. Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro’s Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any added value programs must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

3.0 DEFINITION OF TERMS

Added Value Materials – Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion – A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Exterior King Ad – Large ad measuring 144” x 30” displayed on the sides of Metro Buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail light or “Tail” Ad – Smaller ad measuring 48” x 15 ½” or 72” x 21” displayed on the rear of Metro Buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities – Public entities specifically created by government action.

Interior Bus Car Card – A 28” x 11” poster that mounts above the seats in Metro Buses to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Interior Rail Poster – A 21” x 22 ¼” poster that mounts in frames on the walls of Metro Rail cars, used to display Metro Rail System Maps and provide information on fares,



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routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Map Cases – Fixed cases in Metro Rail stations that hold a 46¾" x 46¾" display, usually back-lit. Used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Non-Commercial Advertising – A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction.

Take-One – A printed brochure measuring 3½" x 8½" placed inside Metro Buses or Metro Rail trains, used to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Take One Box – A metal rack or plastic holder installed on the interior of Metro Buses and Metro Rail trains designed to hold approximately 40 take-ones. Many Metro Buses have a multi-pocket rack in addition to 2 plastic take-one boxes; most Metro Rail cars have from 2 to 6 plastic take-one boxes.

Variable Message Signs (VMS) – Electronic sign boards in Metro Rail stations controlled from the Rail Operations Control Center that scroll through a series of written messages. Used to provide information on safety, pass & token sales locations, service changes, emergency announcements and other matters relevant to the use of the Metro System.

Vinyl Window Graphics – An adhesive vinyl super-graphic which covers a portion of the window surface of a bus or rail vehicle. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.

4.0 RESPONSIBILITIES

Communications Department prepares all messages and materials for dissemination on board Metro Buses and Metro Rail trains; administers the distribution/display of transit information; tracks/coordinates the availability and use of Metro's unique information distribution channels.



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Mailroom distributes quantities of take-ones to Metro Operating Divisions and Customer Centers according to distribution list prepared by project managers in Communications.

Operators and Service Attendants physically place take-ones on buses/trains for distribution to the public.

Advertising Vendors sell, post and maintain all revenue-generating advertising on Metro properties; implement Metro’s policies on revenue-generating advertising; post all Metro informational advertising according to instructions from Metro Marketing Department.

Chief Communications Officer (or designee) reviews and approves/rejects all cross-promotions and added value programs using Metro’s unique distribution channels based upon the criteria in this policy statement; enforces Metro’s right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.

5.0 FLOWCHART

Not Applicable

6.0 REFERENCES

Not Applicable

7.0 ATTACHMENTS

Statement of Approval form pertaining to advertising from Non-Profit organizations partnered with a Governmental Agency.

8.0 PROCEDURE HISTORY

- 03/23/00 Original policy adopted by Metro’s Board of Directors.
- 01/27/05 Policy amended by Board of Directors to permit advertising on Metro Rapid vehicles.
- 09/26/08 Biennial review and update. Policy updated to include Board of Directors amendment to permit all forms of non-traditional advertising displays as well as advertising on rail car exteriors and other types of transit service with the exception of Orange Line vehicle exteriors.



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1. GENERAL

The display of paid (revenue-generating) advertising carries with it a responsibility to protect ~~the agency~~ **Metro** from potential litigation and to recognize the potential association of advertising images with Metro services, while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is not Metro's intent to create a public forum through the acceptance of advertising.

~~At the same time,~~ Metro's ability to **directly** reach ~~its~~ customers ~~directly~~ is crucial **in order to provide transit and agency information** ~~to adequate dissemination of transit information~~. Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space; ~~as well as~~ on-board "take-one" boxes; and in-station Variable Message Signs) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. Metro's Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

2. PROCEDURES

2.1. Revenue-Generating Advertising

Metro contracts with outside vendors to sell and display advertising on ~~bus and rail vehicles and facilities~~ **its transit-related properties** for the sole purpose of generating revenue. Metro does not sell or post advertising directly. Vendors for such contracts are solicited through competitive bids, which must conform to Metro's procurement procedures and be approved by Metro's Board of Directors.

Such agreements may dedicate **up to, but** no more than, 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for Metro's own transit-related information. **This percentage of available space, and the remaining percentage of space held for Metro's information, will be negotiated as part of any contract with an outside advertising space vendor.**

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses and rail cars (see restrictions in section 2.1.1 below);



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interior display frames in bus and rail vehicles; back-lit map cases, **at stations and transit hubs**; automated public toilets and other fixed outdoor displays on Metro property; electronic Variable Message Signs (VMS) on station platforms; banner ads on Metro's website; Metro-owned/run social media **channels**~~venues~~, **Metro-sponsored computer/phone apps**; space in Metro's printed brochures, timetables and other publications and printed materials, **interior and exterior of Metro buildings, facilities and parking structures**; and any other location approved by Metro's Board of Directors. ~~Metro shall not place or allow any exterior advertising on its Orange Line vehicles.~~

Content restrictions for advertising displayed through these arrangements are as follows:

2.1.1 Alcohol, Tobacco, and Cannabis Advertising

Advertising of all alcohol, tobacco, and cannabis products, services, and events is prohibited. Advertisements that simulate or encourage drinking, smoking, vaping, or ingesting of alcohol, tobacco and cannabis are prohibited. ~~An exception would be an event such as a food and wine festival that does not feature a specific alcohol product or simulate someone consuming wine.~~

2.1.2 Non-Commercial Advertising

Metro does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote a for-sale, lease or other form of financial benefit for a product, service, event or other property interest in primarily a commercial manner ~~for primarily a commercial~~ **and** purpose.

Exception 1: Governmental Agencies, meaning public agencies specifically created by government action located in Los Angeles County or a Federal or State of California Governmental Agency, may purchase advertising space for messages that advance specific government purposes. The advertising must clearly, on the face of the advertising, identify the Governmental Agency. =It is



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Metro's intent that government advertising will not be used for comment on issues of public debate.

Exception 2: Metro will accept paid advertising from non-profit organizations that partner with a Governmental Agency (as defined in Exception 1 above) and submit advertising that advances the joint purpose of the non-profit organization and the Governmental Agency, as determined by each of them. - In order for advertising to qualify under this exception, the advertising must clearly, on the face of the advertising, identify the Governmental Agency and indicate that the Governmental Agency approves, sponsors, or otherwise authorizes the advertising. -The non-profit organization must also provide a Statement of Approval (attached) from the Governmental Agency describing the joint purpose to be advanced and setting forth a statement acknowledging support and approval for the submitted advertising. -Any message displayed under this exception must adhere to all other content restrictions stated in this policy, **including that this advertising will not be used for comment on issues of public debate.**

2.1.3. Other Subject Matter Restrictions

Advertising may not be displayed if its content involves:

- Illegal activity - Promotes or relates to an illegal activity.
- Violence - Contains images, copy or concepts that promote guns/firearms or gun violence, or that depict weapons or other devices in an act of violence or harm on a person or animal, or contain any material that incites or encourages, or appears to incite or encourage, violence or violent behavior.
- Demeaning or disparaging matter - Contains images, copy or concepts that actively denigrate, demean or disparage any individual or group.
- Vulgarity - Contains images, copy or concepts that are obscene, vulgar, crude, sexually suggestive, indecent, profane or scatological.
- Obscene matter - Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.



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- Adult entertainment and content – Promotes or displays images associated with adult book stores, video stores, dance clubs or other adult entertainment or sexually-oriented establishments, telephone services, internet sites, films, video games or escort services.
- Political endorsements – Contains messages that are political in nature, including messages of political advocacy, that support or oppose any candidate or referendum, or that feature any current political office holder or candidate for public office, or take positions on issues of public debate.
- Religion - Contains images, content or copy related to religion or religious ideas or viewpoints.
- Negative connotations of public transit - Contains images, copy or concepts that actively denigrate public transportation.
- Unsafe transit behavior – Contains images, copy or concepts that depict unsafe behaviors aboard buses or trains, or in or around transit stations or railroad tracks.
- ~~Injurious to Metro's interests~~ – Promotes products, services or other concepts that are adverse to Metro's commercial or administrative interests.
- Metro's endorsement – Contains images, copy or concepts that inaccurately state or imply Metro's endorsement of the subject of the advertisement.
- Harmful or disruptive to transit system – Contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.

2.1.4. Metro's Right of Rejection

Beyond the above, Metro's vendors may review advertising content according to their own guidelines of acceptability. Metro ~~will does not~~ screen ~~and individual ads submitted to its vendors prior to posting unless specifically requested to do so by the vendors. Nevertheless,~~ in all contracts Metro reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.1.5. Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from **fully** obscuring window surfaces on Metro vehicles as follows. (Note: this excludes the front window surface, which may not be covered in any manner.)



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~~• Buses: No more than 30% of the vehicle's total window surface, and no more than 50% of the window surface of any bus side, may be covered by vinyl window graphics. Rail Cars: No windows may be covered on rail cars.~~

~~2.1.2 Metro Rapid:~~

~~No wrapped advertising, bus backs or oversized king ads are permitted on Metro Rapid vehicles or on any articulated buses.~~

2.2 Informational Advertising

Metro has several unique distribution channels at its disposal for disseminating transit information for which it incurs no "space" cost (the fee charged for advertising space). These distribution channels include, but are not limited to: "take-one" boxes onboard Metro buses and Metro Rail trains; "take-one" racks at Metro Customer Centers; back-lit and non-lit map cases inside Metro Rail stations and on Metro bus stop poles; advertising kiosks at select Metro Rail stations; electronic Variable Message Signs (VMS) on ~~Metro Rail~~ station platforms **digital advertising kiosks**; interior rail posters on board Metro Rail trains; **Metro's website; Metro-owned/run social media channels**~~venues, venues~~; and **Metro-sponsored computer/phone apps.**

As specified in section 2.1, Metro has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.

Informational advertising space is limited, and reserved exclusively for Metro transit information. All messages and materials distributed by this means are prepared, approved and/or authorized by the Chief Communications Officer or their designee.

Acceptable information for these distribution channels is categorized as follows:

2.2.1 Regular Transit Information

Regular transit information is prepared by Metro's Communications Department in accordance with its annual strategic planning process, as well as upon request from other internal departments. Regular transit information includes, but is not limited to: **campaigns promoting ridership**, service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.



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2.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of Metro services (e.g., **Metro Ridership Promotion such as**, "Go Metro to Fiesta Broadway"). Metro is prohibited by law from donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.2.3 "Added Value" Materials

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to provide "added value" materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for Metro bus and Metro Rail customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Metro logo and other wording approved by Metro's Communications Department to indicate that the offer is specifically designed for Metro bus and Metro Rail customers. Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (e.g., advertising space, editorial space, etc.). Any added value programs must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.



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3.0 DEFINITION OF TERMS

Added Value Materials – Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion – A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Digital Advertising Kiosks - A small physical structure (often including a computer and a display screen) that displays information for people walking by. Kiosks are common near the entrances of shopping malls in North America where they provide shoppers with directions.

Exterior King Ad – Large ad measuring 144” x 30” displayed on the sides of Metro buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail Light or “Tail” Ad – Smaller ad measuring 48” x 15 ½” or 72” x 21” displayed on the rear of Metro buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities – Public entities specifically created by government action.

Interior Bus Car Card – A 28” x 11” poster that mounts above the seats in Metro buses to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Interior Rail Poster – A 21” x 22 ¼” poster that mounts in frames on the walls of Metro Rail cars, used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Map Cases – Fixed cases in Metro Rail stations that hold a 46¾” x 46¾” display, usually back-lit. Used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.



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Metro Transit-Related Properties – Metro Bus and Rail systems; Metro facilities; Metro electronic outreach channels (websites, social media, computer/phone apps, etc.).

Non-Commercial Advertising – A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction.

Social Media Channels – Online/digital communications channels dedicated to community-based input, interaction, content-sharing collaboration.

Take-One – A printed brochure measuring 3½” x 8½” placed inside Metro buses or Metro Rail trains, used to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Take-One Box – A metal rack or plastic holder installed on the interior of Metro buses and Metro Rail trains designed to hold approximately 40 take-ones. Many Metro buses have a multi-pocket rack in addition to 2 plastic take-one boxes; most Metro Rail cars have from 2 to 6 plastic take-one boxes.

Variable Message Signs (VMS) – Electronic sign boards in Metro Rail stations controlled from the Rail Operations Control Center that scroll through a series of written messages. Used to provide information on safety, pass & token sales locations, service changes, emergency announcements and other matters relevant to the use of the Metro System.

Vinyl Window Graphics – An adhesive vinyl super-graphic which covers a portion of the window surface of a bus or rail vehicle. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.

4.0 RESPONSIBILITIES

Communications Department prepares all messages and materials for dissemination on board Metro buses and Metro Rail trains; administers the distribution/display of



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transit information; tracks/coordinates the availability and use of Metro's unique information distribution channels.

Mailroom distributes quantities of take-ones to Metro Operating Divisions and Customer Centers according to distribution list prepared by project managers in Communications.

Operators and Service Attendants physically place take-ones on buses/trains for distribution to the public.

Advertising Vendors sell, post and maintain all revenue-generating advertising on Metro properties; implement Metro's policies on revenue-generating advertising; post all Metro informational advertising according to instructions from the Metro Marketing Department.

Chief Communications Officer (or designee) reviews and approves/rejects all cross-promotions and added value programs using Metro's unique distribution channels based upon the criteria in this policy statement; enforces Metro's right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.



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1. GENERAL

The display of paid (revenue-generating) advertising carries with it a responsibility to protect Metro from potential litigation and to recognize the potential association of advertising images with Metro services, while simultaneously respecting First Amendment principles. The agency addresses these issues through the responsible and consistent application of written criteria for advertising acceptability. It is not Metro's intent to create a public forum through the acceptance of advertising.

Metro's ability to directly reach customers is crucial in order to provide transit and agency information. Any use of the unique distribution channels at its command (such as allotments of interior and exterior bus advertising space; on-board "take-one" boxes; and in-station Variable Message Signs) for purposes unrelated to customer information or retention is to be avoided, as it effectively "pre-empts" the availability of transit information to the public. Metro's Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

2. PROCEDURES

2.1. Revenue-Generating Advertising

Metro contracts with outside vendors to sell and display advertising on its transit-related properties for the sole purpose of generating revenue. Metro does not sell or post advertising directly. Vendors for such contracts are solicited through competitive bids, which must conform to Metro's procurement procedures and be approved by Metro's Board of Directors.

Such agreements may dedicate up to, but no more than, 90% of the available space covered by the contract for revenue-generating advertising, reserving the remaining available space for Metro's own transit-related information. This percentage of available space, and the remaining percentage of space held for Metro's information, will be negotiated as part of any contract with an outside advertising space vendor.

Locations for revenue-generating advertising may include, but are not limited to: exterior surface areas of buses and rail cars (see restrictions in section 2.1.1 below); interior display frames in bus and rail vehicles; back-lit map cases, at stations and transit hubs; automated public toilets and other fixed outdoor displays on Metro property; electronic Variable Message Signs (VMS) on station platforms; banner ads



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on Metro's website; Metro-owned/run social media channels, Metro-sponsored computer/phone apps; space in Metro's printed brochures, timetables and other publications and printed materials, interior and exterior of Metro buildings, facilities and parking structures; and any other location approved by Metro's Board of Directors.

Content restrictions for advertising displayed through these arrangements are as follows:

2.1.1 Alcohol, Tobacco, and Cannabis Advertising

Advertising of all alcohol, tobacco, and cannabis products, services, and events is prohibited. Advertisements that simulate or encourage drinking, smoking, vaping, or ingesting of alcohol, tobacco and cannabis are prohibited. ~~An exception would be an event such as a food and wine festival that does not feature a specific alcohol product or simulate someone consuming wine.~~

2.1.2 Non-Commercial Advertising

Metro does not accept advertising from non-governmental entities if the subject matter and intent of said advertising is non-commercial. Specifically, acceptable advertising must promote a for-sale, lease or other form of financial benefit for a product, service, event or other property interest in primarily a commercial manner and purpose.

Exception 1: Governmental Agencies, meaning public agencies specifically created by government action located in Los Angeles County or a Federal or State of California Governmental Agency, may purchase advertising space for messages that advance specific government purposes. The advertising must clearly, on the face of the advertising, identify the Governmental Agency. It is Metro's intent that government advertising will not be used for comment on issues of public debate.

Exception 2: Metro will accept paid advertising from non-profit organizations that partner with a Governmental Agency (as defined in Exception 1 above) and submit advertising that advances the joint purpose of the non-profit organization and the Governmental Agency, as determined by each of them. In order for advertising to qualify under this exception, the advertising must clearly, on the face of the advertising, identify the Governmental Agency and indicate that the Governmental Agency approves, sponsors, or otherwise authorizes the advertising. The non-profit organization must also provide a Statement of



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Approval (attached) from the Governmental Agency describing the joint purpose to be advanced and setting forth a statement acknowledging support and approval for the submitted advertising. Any message displayed under this exception must adhere to all other content restrictions stated in this policy, including that this advertising will not be used for comment on issues of public debate.

2.1.3. Other Subject Matter Restrictions

Advertising may not be displayed if its content involves:

- Illegal activity - Promotes or relates to an illegal activity.
- Violence - Contains images, copy or concepts that promote guns/firearms or gun violence, or that depict weapons or other devices in an act of violence or harm on a person or animal, or contain any material that incites or encourages, or appears to incite or encourage, violence or violent behavior.
- Demeaning or disparaging matter - Contains images, copy or concepts that actively denigrate, demean or disparage any individual or group.
- Vulgarity - Contains images, copy or concepts that are obscene, vulgar, crude, sexually suggestive, indecent, profane or scatological.
- Obscene matter - Contains obscene matter as defined in the Los Angeles County Code, Chapter 13.17, Section 13.17.010, or sexually explicit material as defined in the Los Angeles County Code, Chapter 8.28, Section 8.28.010D.
- Adult entertainment and content – Promotes or displays images associated with adult book stores, video stores, dance clubs or other adult entertainment or sexually-oriented establishments, telephone services, internet sites, films, video games or escort services.
- Political endorsements – Contains messages that are political in nature, including messages of political advocacy, that support or oppose any candidate or referendum, or that feature any current political office holder or candidate for public office, or take positions on issues of public debate.
- Religion - Contains images, content or copy related to religion or religious ideas or viewpoints.
- Negative connotations of public transit - Contains images, copy or concepts that actively denigrate public transportation.
- Unsafe transit behavior – Contains images, copy or concepts that depict unsafe behaviors aboard buses or trains, or in or around transit stations or railroad tracks.
- Injurious to Metro's interests – Promotes products, services or other concepts that are adverse to Metro's commercial or administrative interests. Metro's



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- endorsement – Contains images, copy or concepts that inaccurately state or imply Metro’s endorsement of the subject of the advertisement.
- Harmful or disruptive to transit system – Contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.

2.1.4. Metro’s Right of Rejection

Beyond the above, Metro’s vendors may review advertising content according to their own guidelines of acceptability. Metro will screen and in all contracts Metro reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties. Decisions regarding the rejection or removal of advertising are made by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.1.5. Vinyl Window Graphics

To ensure the safety and security of passengers, operators and law enforcement officers, advertising displays which employ vinyl window graphics are restricted from fully obscuring window surfaces on Metro vehicles as follows. (Note: this excludes the front window surface, which may not be covered in any manner.)

2.2 Informational Advertising

Metro has several unique distribution channels at its disposal for disseminating transit information for which it incurs no “space” cost (the fee charged for advertising space). These distribution channels include, but are not limited to: “take-one” boxes onboard Metro buses and Metro Rail trains; “take-one” racks at Metro Customer Centers; back-lit and non-lit map cases inside Metro Rail stations and on Metro bus stop poles; advertising kiosks at select Metro Rail stations; electronic Variable Message Signs (VMS) on station platforms digital advertising kiosks; interior rail posters on board Metro Rail trains; Metro’s website; Metro-owned/run social media channels; and Metro-sponsored computer/phone apps.

As specified in section 2.1, Metro has the use of an allotment of exterior and interior bus advertising space at no charge by agreement with the vendor that sells all remaining interior and exterior bus advertising space under a revenue-generating agreement.



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Informational advertising space is limited, and reserved exclusively for Metro transit information. All messages and materials distributed by this means are prepared, approved and/or authorized by the Chief Communications Officer or their designee.

Acceptable information for these distribution channels is categorized as follows:

2.2.1 Regular Transit Information

Regular transit information is prepared by Metro's Communications Department in accordance with its annual strategic planning process, as well as upon request from other internal departments. Regular transit information includes, but is not limited to: campaigns promoting ridership, service features and changes, fare information and changes, safety and security messages, maps and explanations of related transportation services.

2.2.2 Cross-Promotional Information

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to participate in cross-promotional opportunities that offer a direct opportunity to promote use of transit. Any materials distributed for this purpose must prominently include promotion of Metro services (e.g., Metro Ridership Promotion such as, "Go Metro to Fiesta Broadway"). Metro is prohibited by law from donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (i.e. advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

2.2.3 "Added Value" Materials

On an occasional basis and only when space is available, Metro's Communications Department may use Metro's distribution channels to provide "added value" materials to its customers. Such materials must present a specific and time-dated offer uniquely provided for Metro bus and Metro Rail customers (generally a money-saving discount) in which transit can be used to access the redemption point. Any materials distributed for this purpose must prominently include the Metro logo and other wording approved by Metro's Communications



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Department to indicate that the offer is specifically designed for Metro bus and Metro Rail customers. Metro is prohibited by law from simply donating advertising space to any entity for purposes that are not directly transit-related.

The outside organization involved must either bear the cost of producing such materials or, if approved by Metro's Communications Department, provide an equivalent or greater value in cross-promotional benefits (e.g., advertising space, editorial space, etc.). Any added value programs must be approved by the Chief Communications Officer or their designee based upon the criteria in this policy statement.

3.0 DEFINITION OF TERMS

Added Value Materials – Informational advertising which offers a tangible benefit to patrons as a means of rewarding and retaining customers (i.e., a money-saving discount).

Cross-Promotion – A cooperative partnership in which two or more entities work together with the goal of jointly promoting their respective services.

Digital Advertising Kiosks - A small physical structure (often including a computer and a display screen) that displays information for people walking by. Kiosks are common near the entrances of shopping malls in North America where they provide shoppers with directions.

Exterior King Ad – Large ad measuring 144" x 30" displayed on the sides of Metro buses. King ads are directly applied to the bus with adhesive vinyl.

Exterior Tail Light or "Tail" Ad – Smaller ad measuring 48" x 15 ½" or 72" x 21" displayed on the rear of Metro buses. Tail ads are directly applied to the bus with adhesive vinyl.

Governmental Entities – Public entities specifically created by government action.

Interior Bus Car Card – A 28" x 11" poster that mounts above the seats in Metro buses to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Interior Rail Poster – A 21" x 22 ¼" poster that mounts in frames on the walls of Metro Rail cars, used to display Metro Rail System Maps and provide information on fares,



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routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Map Cases – Fixed cases in Metro Rail stations that hold a 46¾” x 46¾” display, usually back-lit. Used to display Metro Rail System Maps and provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Metro Transit-Related Properties – Metro Bus and Rail systems; Metro facilities; Metro electronic outreach channels (websites, social media, computer/phone apps, etc.).

Non-Commercial Advertising – A public service announcement, event notification, political statement or other message which does not have as its primary purpose to propose a commercial transaction.

Social Media Channels – Online/digital communications channels dedicated to community-based input, interaction, content-sharing collaboration.

Take-One – A printed brochure measuring 3½” x 8½” placed inside Metro buses or Metro Rail trains, used to provide information on fares, routes, safety, pass & token sales locations, service changes and other matters relevant to the use of the Metro System.

Take-One Box – A metal rack or plastic holder installed on the interior of Metro buses and Metro Rail trains designed to hold approximately 40 take-ones. Many Metro buses have a multi-pocket rack in addition to 2 plastic take-one boxes; most Metro Rail cars have from 2 to 6 plastic take-one boxes.

Variable Message Signs (VMS) – Electronic sign boards in Metro Rail stations controlled from the Rail Operations Control Center that scroll through a series of written messages. Used to provide information on safety, pass & token sales locations, service changes, emergency announcements and other matters relevant to the use of the Metro System.

Vinyl Window Graphics – An adhesive vinyl super-graphic which covers a portion of the window surface of a bus or rail vehicle. Such graphics are manufactured to be largely transparent to those inside the vehicle, permitting passengers to see outside through the graphics.



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4.0 RESPONSIBILITIES

Communications Department prepares all messages and materials for dissemination on board Metro buses and Metro Rail trains; administers the distribution/display of transit information; tracks/coordinates the availability and use of Metro's unique information distribution channels.

Mailroom distributes quantities of take-ones to Metro Operating Divisions and Customer Centers according to distribution list prepared by project managers in Communications.

Operators and Service Attendants physically place take-ones on buses/trains for distribution to the public.

Advertising Vendors sell, post and maintain all revenue-generating advertising on Metro properties; implement Metro's policies on revenue-generating advertising; post all Metro informational advertising according to instructions from the Metro Marketing Department.

Chief Communications Officer (or designee) reviews and approves/rejects all cross-promotions and added value programs using Metro's unique distribution channels based upon the criteria in this policy statement; enforces Metro's right to reject and/or order removal of revenue-generating advertising based upon the criteria in this policy statement.