



## Board Report

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### REGULAR BOARD MEETING JUNE 25, 2020

**SUBJECT: METRO RESPONSE TO DEMONSTRATIONS FOR RACIAL JUSTICE**

**ACTION: RECEIVE AND FILE**

#### **RECOMMENDATION**

RECEIVE AND FILE staff report on Metro's actions in response to demonstrations and civil unrest during the weekend of May 30, 2020 and after-action plans.

#### **ISSUE**

In response to correspondence from CEO Phillip A. Washington to the Metro Board of Directors on June 3, 2020, "Service Suspension and Police Transport on Saturday, May 30, 2020," Metro Vice Chair and Los Angeles Mayor Eric Garcetti issued a letter (Attachment A) on June 12, 2020 to Mr. Washington requesting a staff report describing Metro's decision-making steps and its obligations to provide mutual aid. This report responds to Mayor Garcetti's request.

#### **BACKGROUND**

Since May 28, 2020, growing frustration over the death of George Floyd and other black men and women over the years manifested in demonstrations in cities across the United States. While the vast majority of these gatherings were peaceful in nature, a number of them took a destructive turn.

Metro's suspended transit services on Saturday, May 30 from approximately 8:00 p.m. until 12:30 a.m. Sunday, May 31 to ensure the safety of our transit riders and employees when it became apparent that some protests devolved into civil unrest. Service resumed as scheduled at 5:30 a.m. on Sunday, May 31.

Numerous inquiries have sought clarification on Metro's reference to our obligations under the California Disaster and Civil Defense Master Mutual Aid Agreement. This staff report seeks to clarify our understanding of those obligations.

#### **DISCUSSION**

##### *Service Suspension*

Metro does not take service suspension lightly. Throughout the afternoon of May 30, Metro received multiple reports from across the County of operators, passengers, and supervisors being trapped on board buses and surrounded by protestors, numerous acts of vandalism on Metro buses and property, and track intrusion by protestors. We became increasingly concerned for the safety of our employees and riders, should we continue to operate through the affected areas. The Los Angeles Police Department (LAPD) had already made several requests to shut down select stations in the Downtown LA core on the rail system due to protest activity, and while we intended the service suspension to only be located in this area, it quickly became clear that the disruptions were rapidly spreading beyond the downtown core and throughout the county.

CEO Washington made the decision to suspend transit services for the balance of the night, to begin at 8:00 p.m. This suspension shortened our operating span of service by four and a half hours that day. Regular service resumed at 5:30 a.m. the following day, May 31.

Once the decision was made to suspend service, Operations and Communications staff worked to inform customers as best they could given Mayor Garcetti's subsequent curfew and the governor's later declaration of a state of emergency. Media alerts through City News Service, social media and blog posts were issued to notify customers of the service suspension. Metro also pledged to reimburse rides on Uber, Lyft, or taxi for patrons who were affected by the service suspension.

While this decision was extremely difficult to make, it responded preemptively to the dire on-street realities of growing violence on the streets of Los Angeles County.

A rescue bus was deployed along Route 33 to pick up four stranded passengers in Venice. Supervisor units were deployed to assist stranded customers. The supervisors patrolling the various geographic areas reported a total of five patrons who were notified of the service suspension and informed to use an alternative service such as Uber, Lyft, or taxi. Those patrons were also informed of Metro's pledge to reimburse for the cost of those rides. Metro has since processed 12 reimbursements.

We regret that some riders may not have gotten the word on the service suspension. Metro publicly apologized to riders who were stranded due to the suspension of service.

### *Mutual Aid*

Metro is party to the California Disaster and Civil Defense Master Mutual Aid Agreement (Mutual Aid Agreement, Attachment B) through which we have agreed to furnish resources and facilities and to render services to each and every other party to the master agreement in accordance with duly adopted mutual aid operational plans.

Providing mutual aid in response to a natural or manmade disaster is a cornerstone of the California Emergency Services Act. To ensure the state's ability to deal with such emergencies, the California State Legislature found necessary the rendering of mutual aid by the political subdivisions of this state. As such, there is this Mutual Aid Agreement. The state and the various political subdivisions of the state, including Metro, have entered into this agreement to facilitate implementation of the California Emergency Services Act. As part of this agreement, if a city or county declares a local emergency which is beyond the control of local resources and requires the combined forces of other

political subdivisions to combat, those political subdivisions must respond and provide services, personnel and equipment as requested by the city or county.

In addition, the protection of people and property of the state from such emergencies is extraordinarily important and requires the responsible efforts of public agencies. In support of this understanding, as per California Government Code 3101 and 3102, all public employees are designated disaster service workers and therefore subject to such disaster service activities as may be assigned by their superiors or by law.

It is Metro's policy to coordinate with external agencies and jurisdictions to ensure appropriate and effective response to regional emergencies and natural disasters. Metro's Emergency Operation Center (EOC) Manual satisfies the agency's responsibilities to comply with the law and emergency operations planning. The EOC Manual provides Metro personnel activation/deactivation guidance, identifies roles and responsibilities, and determines operational concepts for the continuance of Metro's essential services, which are:

1. To provide transportation services to the public; and,
2. To provide logistical support to other government agencies, as required, in performance of our essential functions, such as responding to and recovering from disastrous and/or catastrophic events.

State laws governing these issues date back to 1950 and included the employee oaths and the Mutual Aid Agreement. Even privately-owned organizations such as Pacific Electric participated. A number of publications identified in Metro's archive (Attachment C) document many years of public buses being used to rescue people in disasters as well as transport arrestees during civil unrest. Even through Metro's various organizational changes (e.g. LAMTA, SCRTD, LACMTA, etc.), each successive merger assumed all the obligations, agreements, and contracts of the prior one.

In April 2011, the LA Metro Board affirmed (Attachment D) its commitment to provide mutual aid pursuant to the California Emergency Services Act and the Civil Defense Master Mutual Aid Agreement. Per consultation with Counsel for the California Office of Emergency Services (CAOES), the execution of the Mutual Aid Agreement is accomplished through the adoptions of reports or resolutions by local governing bodies. The meeting minutes in the local jurisdiction's records serves as the notice to becoming a party to the State's master agreement. The meeting minutes documenting the April 2011 Metro Board action are included in Attachment E to this report.

In practice, under the culture of emergency management and the National Incident Management System (NIMS) during a disaster or emergency declaration, the unified command and/or the incident commander will make mutual aid support decisions that may have life safety implications. Customarily, policymakers are subsequently advised of the decision and the justification. There is training provided to staff related to these dynamics that describes how this process works. Metro, as a recipient of federal and state funds and participant in the State Mutual Aid agreement, is obligated to comply with these measures.

The mutual aid process is described below.

- A request for resources is received from the requesting jurisdiction.

- The request is evaluated by the providing jurisdiction to determine if it can accommodate a temporary re-direction of its resources, facilities, and services without impacting its ability to carry out mission-critical tasks.
- If the providing jurisdiction can accommodate the request, it furnishes the resources and facilities and renders services to the requesting jurisdiction.

On May 30, during the local emergency in Los Angeles, it was incumbent upon Metro to honor the Mutual Aid Agreement. The mutual aid request to support LAPD came to Metro's EOC amid a Declaration of Emergency. Eight Metro buses were provided to law enforcement for this purpose, and unfortunately, this happened during the suspension of transit services.

Metro acknowledges how this decision, shortly after the announcement of our service suspension, was perceived by the public, especially for those who rely heavily on our system. Our intent was in no way to prioritize assistance to local law enforcement over providing transportation services to the public, but to honor our Mutual Aid Agreement as LA Metro and our predecessor transportation authorities have done since the 1950s.

#### *After Action*

Since May 30 and despite additional station and service disruptions resulting from ongoing protest activity, CEO Washington directed Metro staff to continue to operate regular services to the extent possible, as an essential service throughout the crisis. In doing so, Operations staff has dynamically re-routed bus routes to maintain a minimum distance of five blocks from demonstration locations. Rail Operations continues to coordinate with Metro's System Security and Law Enforcement (SSLE) team on rail service protocols, particularly when and how to efficiently close subway stations. These practices will remain in place for the duration of the protests.

After debriefing the circumstances of May 30 and reviewing the provisions of the Mutual Aid Agreement, it is our understanding that Metro may decline to provide mutual aid if it would deplete Metro's own resources, facilities and services. CEO Washington has since directed Metro staff to ensure that agencies requesting Metro support for the transport of detainees or law enforcement shall deplete their own resources prior to requesting supplemental resources from Metro. This includes Los Angeles Department of Transportation (LADOT), Los Angeles Sheriff Department (LASD), and any other city or county department that has its own transportation resources.

After May 30, there were two additional requests for buses. On May 31, the City of Beverly Hills requested a bus for standby. Metro denied this request. On June 2, LAPD requested two Metro buses, which ultimately were not needed, as LA County Sheriff's Department provided the support.

We recognize real-time communications as one of the most challenging aspects of our relationship with customers. In the aftermath of this experience, Metro will explore new and better ways to communicate dynamic service changes to our patrons.

As part of the After-Action initiatives, staff will continue updating Metro's crisis communications plan and improve the protocols for advising customers of a declaration of disaster and/or service

disruption due to the disaster conditions. The update will include a listing of media and social media resources, the new digital communications displays, and new mobile technology through which Metro should broadcast critical public information. Tabletop exercises will be scheduled with the appropriate staff to ensure all involved are aware of and comfortable with Metro's protocols. Since these events, staff continue to explore strategies for informing customers of unplanned service suspensions. Staff are implementing a customer tool kit to be prominently displayed on the website with instructions on what they should do in the event of unplanned service suspensions. Furthermore, in recognition that not all customers have access to digital communications or smart phones, staff are also working with ITS to designate a dedicated telephone the public can call for emergency advisories.

Staff is also developing a concept for a Customer Toolkit to house on the website in case of emergency to inform patrons of what they can expect in the event of a local emergency.

### **NEXT STEPS**

CEO Washington and Metro staff will continue to explore new ways to communicate with customers and to respond to on-street reality throughout the duration of the crisis.

Staff will respond to the motions being filed in June 2020 with additional information requested.

### **ATTACHMENTS**

Attachment A - June 12, 2020 Letter from Los Angeles Mayor Eric Garcetti to Metro CEO Phillip A. Washington

Attachment B - California Disaster and Civil Defense Master Mutual Aid Agreement

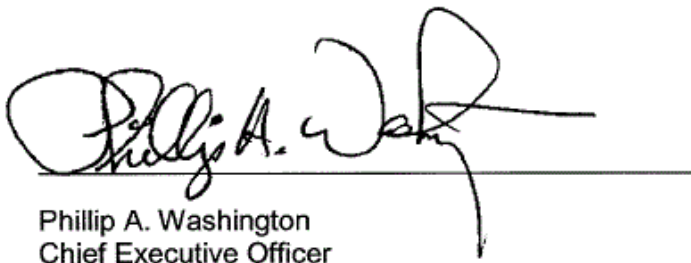
Attachment C - List of Publications Documenting Mutual Aid Response and Disaster Relief Roles

Attachment D - April 2011 Board Report on Status of Agency Emergency Preparedness

Attachment E - Minutes from April 2011 Regular Board Meeting

Prepared by: Nadine Lee, Chief of Staff, (213) 922-7950

Reviewed by: Phillip A. Washington, Chief Executive Officer, (213) 922-7555



Phillip A. Washington  
Chief Executive Officer



ERIC GARCETTI  
MAYOR

June 12, 2020

Phillip A. Washington  
CEO, Los Angeles County Metropolitan Transportation Authority  
1 Gateway Plaza  
Los Angeles, CA 90012

Re: Demonstrations for Racial Justice

Dear Phil:

I'm writing in response to your correspondence to all Metro Board Directors on June 3, 2020, "Service Suspension and Police Transport on Saturday, May 30, 2020," in which you committed to conduct after-action reviews of the events and decision-making that took place on May 30, 2020 and thereafter.

As you know, it is imperative that the public be given a chance to fully understand Metro's decision-making steps and its obligations to provide mutual aid. As the policy-setting body of Metro, I feel that the Board must also be given the opportunity to discuss the events that transpired, and ask that you present a staff report on these events to the Board of Directors this month.

I know that you and the Metro family stand firmly against systemic racism, support the demonstrations for racial justice, and understand the pain felt across our City and Country. I look forward to working with you to ensure Metro continues to deliver the equitable and reliable transportation services that Angelenos deserve and expect from our agency.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Garcetti", with a horizontal line extending to the right.

ERIC GARCETTI  
Mayor

**CALIFORNIA  
DISASTER AND CIVIL DEFENSE  
MASTER MUTUAL AID AGREEMENT**

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

***WITNESSETH:***

***WHEREAS***, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

***WHEREAS***, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

***WHEREAS***, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide, and interstate basis;

***NOW, THEREFORE, IT IS HEREBY AGREED*** by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly

provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a *STATE OF EXTREME EMERGENCY* has been proclaimed.
5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the “California Disaster Act” and other applicable provisions of law, and except as otherwise provided by law that: “The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans.” (Section 1564, Military and Veterans Code.)
6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government, the parties to this agreement shall abide by such mutual aid agreements in accordance with the law.
7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
  - a. Countywide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.



- b. Statewide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
  - c. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
  - d. Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.
  - e. The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
  - f. The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.
8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after

receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

9. Approval or execution of this agreement shall be as follows:
  - a. The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
  - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "*CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT.*" Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.
  - c. The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.
10. Termination of participation in this agreement may be effected by any party as follows:
  - a. The Governor on behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
  - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

***IN WITNESS WHEREOF*** this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signed by: EARL WARREN  
GOVERNOR

On behalf of the State of California and all its  
Departments and Agencies

ATTEST:

November 15, 1950

Signed by: FRANK M. JORDAN  
SECRETARY OF STATE



**Note:**

There are references in the foregoing agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code. Effective November 23, 1970, by enactment of Chapter 1454, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

- (a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

In addition, Section 8561 of the new act specifically provides:

"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of this chapter.

Substantially the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.

**LIST OF PUBLICATIONS DOCUMENTING MUTUAL AID RESPONSE AND DISASTER RELIEF ROLES**

October, 1952 - Pacific Electric article on page 12, "Sign Here for Civil Defense: The time to sign up is now – disaster may happen at any time"

[http://libraryarchives.metro.net/DPGTL/employeenews/PE\\_Mag\\_1952\\_Oct.pdf](http://libraryarchives.metro.net/DPGTL/employeenews/PE_Mag_1952_Oct.pdf)

October, 1962 - MTA Emblem article on page 13, "10 MTA Buses Aid CD (civil defense): Drivers Rush to Evacuate Hospital Patients"

[http://libraryarchives.metro.net/DPGTL/employeenews/Emblem\\_1962\\_Oct.pdf](http://libraryarchives.metro.net/DPGTL/employeenews/Emblem_1962_Oct.pdf)

January, 1964 - MTA Emblem article on pages 3-8, "Detour! Flood!"

[http://libraryarchives.metro.net/DPGTL/employeenews/Emblem\\_1964\\_Jan.pdf](http://libraryarchives.metro.net/DPGTL/employeenews/Emblem_1964_Jan.pdf)

Civil Unrest in Watts, 1965 - SCRTD was created to replace the LAMTA in November 1964. There was no employee newsmagazine published during the period of 1965 to 1971. During the Civil Unrest in Watts, SCRTD provided oral reports on the status of the response and SCRTD commitments in South Los Angeles to address the findings of the McCone Commission Report. Staff is reviewing the Board meeting minutes for more information on the response activities.

January, 1987 - SCRTD Headway article on page 7, "Two Operators Cited for Outstanding Community"

[http://libraryarchives.metro.net/DPGTL/employeenews/Headway\\_1987\\_Jan.pdf](http://libraryarchives.metro.net/DPGTL/employeenews/Headway_1987_Jan.pdf)

March, 1991 - SCRTD Headway Article on page 13, "Your Responsibilities as a Disaster Service Worker"

[http://libraryarchives.metro.net/DPGTL/employeenews/Headway\\_1991\\_Mar.pdf](http://libraryarchives.metro.net/DPGTL/employeenews/Headway_1991_Mar.pdf)

May, 1992 – SCRTD Headway issue on response to Civil Unrest in LA

[http://libraryarchives.metro.net/DPGTL/employeenews/Headway\\_1992\\_May.pdf](http://libraryarchives.metro.net/DPGTL/employeenews/Headway_1992_May.pdf)

July, 2005 - MyMetro Intranet notification of Employee Hotline activation in response to terrorist attacks in London

<http://libraryarchives.metro.net/DPGTL/employeenews/mymetro/20050708-employee-emergency-hotline.pdf>

September, 2006 - MyMetro intranet notification of change to Employee Hotline number and reminder of disaster worker role in advance of the fifth anniversary of 9-11.

<http://libraryarchives.metro.net/DPGTL/employeenews/mymetro/20060907-new-employee-emergency-hotline.pdf>



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

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**REVISED #3  
OPERATIONS COMMITTEE  
APRIL 21, 2011**

**SUBJECT: STATUS OF AGENCY EMERGENCY PREPAREDNESS**

**ACTION: APPROVE DELEGATIONS OF AUTHORITY**

**RECOMMENDATION**

- ~~Authorize the Chief Executive Officer to enter into construction contracts for post incident repairs for any amount up to one million dollars with ratification by the Board at its next opportunity;~~
- Authorize the Chief Executive Officer to enter into reciprocal agreements for mutual support including the California Disaster and Civil Defense Master Mutual Aid Agreement.

**ISSUE**

This report is an update of an ongoing program to prepare Los Angeles County Metropolitan ~~Transit~~ **Transportation** Authority (MTA) to respond to, and recover from emergencies and disasters while fulfilling its obligation to provide essential services to the community.

National Incident Management System (NIMS)/Standardized ~~Incident~~ **Emergency** Management System (SEMS) Training and Compliance

NIMS training is mandated by Homeland Security Presidential Directive (HSPD-5) and SEMS training by the California Government Code §§ 8607 et seq. MTA is NIMS/SEMS compliant at this time and MTA will remain compliant by continuing appropriate training and a program to continue to identify personnel who require training along with implementation of ongoing training.

Emergency Preparedness Food and Water Supplies

The Red Cross and FEMA each recommend that a minimum of three days supply of food and water be available in the event an emergency disrupts or strands individuals without normal supplies of food and water. Food, water

and sheds for its storage have been delivered to all operating divisions and other MTA work locations.

### Emergency Site Plans

Under California Code of Regulations, Title 8, § 3220, each MTA site must have an Emergency Site Plan, to ensure MTA compliance with the regulation, revised standardized Emergency Site Plans were rolled out in November and site specific Standard Operating Procedures, using best practices, are being completed at the operating divisions and other facilities.

### Continuity of Operations Planning

The Continuity of Operations Plan (COOP) is under review and is currently **being** revised to incorporate current best practices and lessons learned to support MTA response to emergencies.

- Additional MTA emergency preparedness staff activities include:
- Involvement in the Southern California Transit Safety and Security Forum (transit safety and security professionals) and the Los Angeles Operational Area Alliance;
- Staff is also working and coordinating with both the City of Los Angeles Emergency Management Department and Los Angeles County Office of Emergency Management to advance emergency preparedness in the region;
- Working with Access Services, Inc. regarding developing strategies to assist persons with functional needs during response to disasters calling for evacuation.

### Participation in Drills

Metro has, for the last several years participated annually in the Great California ShakeOut as a part of Metro's emergency preparedness and awareness program. Additionally, in 2010 Metro's emergency preparedness and public information staffs participated in Operation Golden Phoenix, a U.S. Department of Homeland Security exercise using a nuclear detonation scenario to test interoperability. In 2011 Metro emergency preparedness and operations staff are supporting and participating with Access Services, Inc. on exercises involving access and functional needs emergency response.

## Response during the Japanese Earthquake and Tsunami

The recent horrific 9.0 earthquake off the coast of Japan and ensuing tsunami provided an opportunity to assess Metro's efforts regarding its ability to quickly respond to an emergency and support other agencies. The primary risk to Metro was property that could be damaged as a result of the possible tsunami, and Metro's primary need was its ability to support other agencies who might need Metro's help.

On the day of the earthquake Metro executives quickly communicated with each other and staff and deployed to appropriate facilities to assess the risk to Metro property and support Metro employees who might be affected. Emergency and Homeland Security Preparedness staff was in communication with Metro executives and executives from other regional transportation agencies, including OCTA, Long Beach Transit, and Santa Monica Big Blue Bus to get an early warning should those agencies anticipate needing to contact their EOCs for additional resources.

### **NEXT STEPS**

As MTA continues to develop a mature emergency preparedness program the following additional areas will be addressed:

- Additional planning relating to strategies and tactics in order to develop a comprehensive mitigation plan;
- A comprehensive recovery plan is being created;
- Additional Staffing needs are being considered and will be implemented in order to support additional needed programs, the primary functions currently being considered are to enhance Metro's emergency preparedness testing, training, and exercise needs and will include:

Assisting in providing guidance to Divisions and other facilities in conducting exercises designed to test personnel and plans, development of After Action Reports and Improvement Plans resulting from exercises conducted in support of Metro preparedness goals, making recommendations and supporting emergency preparedness objectives by assisting in revising plans to be consistent with lessons learned from exercises conducted, and supporting emergency preparedness at Divisions and facilities by providing guidance to Local Emergency Preparedness sub-committees to enhance Metro emergency preparedness objectives.



- Comprehensive testing, training, and exercise programs will be established to reinforce the training that has already been completed as well as to identify needs, lessons learned, and areas for improvement in emergency response. This includes both internal efforts and working with other agencies to improve our ability to respond to, and recover from, emergencies;
- Emergency and homeland security preparedness training will be an ongoing program, in order for MTA to remain NIMS/SEMS compliant as well as to improve MTA's ability to respond to, and recover from, emergency incidents;
- MTA's Emergency Operations Center (EOC) will be updated and personnel will be identified to serve at the MTA EOC. Additional training will be provided in order to provide those personnel with necessary skill sets to be able to operate in the NIMS/SEMS environment, both for internal efficiency and to provide a basis for MTA to work with other agencies.
- Staff will enter into an agreement to establish access for Metro to a reserve of Civil Engineers available during response to, and recovery from a catastrophic incident based upon Metro's need to supply transportation to the County in consideration of the access and functional needs and general population as well as support of government first responders.

#### Recommended Board Actions

During the response to, and the period of recovery from, a devastating emergency or other catastrophic event, it may be necessary for Metro to sustain and rebuild its operation quickly in order to maintain essential services and support other agencies. **County Counsel has identified the CEO's power to contract in an emergency as set forth in Public Utilities Code sections 130234 and 130235 as well as the general power of the CEO to award construction contracts identified Public Utilities Code section 130051.9 empower the CEO to enter into contracts necessary to obtain the necessary construction, goods, and services to allow Metro to begin the rebuilding process. Metro's need to support other agencies and the potential need of Metro to be assisted by other agencies would be enhanced by formal agreements with those agencies in the form of mutual assistance agreements, if and when such agreements can be reached.** To facilitate and enable Metro to quickly respond it is advisable to empower the Chief Executive Officer to act on Metro's behalf to take necessary actions without the normal protocols.

The following actions are recommended:

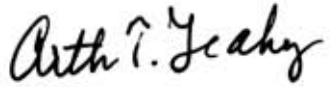
- ~~Authorize the Chief Executive Officer to enter into construction contracts for post incident repairs for any amount up to one million dollars with ratification by the Board at its next opportunity;~~
- Authorize the Chief Executive Officer to enter into reciprocal agreements for mutual support including the California Disaster and Civil Defense Master Mutual Aid Agreement.

Prepared by:            Scott R. Norwood, Emergency and Homeland Security  
                                 Preparedness Manager



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Paul C. Taylor  
Deputy Chief Executive Officer



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Arthur T. Leahy  
Chief Executive Officer

Thursday, April 28, 2011 9:00 A.M.

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# MINUTES

4.1

**Regular Board Meeting  
Board of Directors**

**One Gateway Plaza  
3<sup>rd</sup> Floor Board Room**

Called to Order at: 9:30 a.m.

Directors Present:

Don Knabe, Chair  
Michael Antonovich, 2<sup>nd</sup> Vice Chair  
Diane DuBois  
John Fasana  
Richard Katz  
Gloria Molina  
Ara J. Najarian  
Mark Ridley-Thomas  
Mel Wilson  
Zev Yaroslavsky  
Michael Miles, non-voting member

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Officers

Arthur T. Leahy, Chief Executive Officer  
Michele Jackson, Board Secretary  
Karen Gorman, Ethics Officer  
Karen Gorman, Acting Inspector General  
County Counsel, General Counsel



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

Pledge of Allegiance

Reading of the Agenda

**I. PRESENTATIONS/SET MATTERS**

S-1. RECEIVED Chair’s Report

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
P	A	A	A	P	A	P	A	P	P	A	P	P	

S-2. RECEIVED Chief Executive Officer’s Report

- Recognized Metro Bus Operator Jason Davillier

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
P	A	A	A	P	A	P	A	P	P	A	P	P	

**II. BOARD OF DIRECTORS ITEM 1**

BD1. APPROVED AS AMENDED ANTONOVICH AND NAJARIAN MOTION that the MTA Board directs the CEO to develop a comprehensive **Metrolink Antelope Valley Line Infrastructure Improvement Strategic Plan (Plan)**.

In developing this Plan the CEO shall:

(CONTINUED ON NEXT PAGE)

\*\*\*\*\*

MW = M. Wilson	AN = A. Najarian	RK = R. Katz	JF = J. Fasana
JH = J. Huizar	MA = M. Antonovich	DD = D. DuBois	
PO = P. O’Connor	DK = D. Knabe	MRT = M. Ridley-Thomas	
ZY = Z. Yaroslavsky	AV = A. Villaraigosa	GM = G. Molina	

LEGEND: Y = YES , N = NO, C = CONFLICT, ABS = ABSTAIN, A = ABSENT, P = PRESENT

(ITEM BD1 – CONTINUED FROM PREVIOUS PAGE)

- A. Work with the CEO of Metrolink to help develop this Plan,
- B. Develop a budget and identify funds to support this Plan,
- C. Use the MTA planning bench where possible to save time in the development of this Plan,
- D. Present the full Plan to the Finance and Budget Committee, Planning and Programming Committee and the full Board no later than December 31, 2011, and
- E. Present a full progress report on the Plan at the Planning and Programming Committee and Finance and Budget Committee every two months starting in June 2011.

This plan will at minimum:

- A. Identify safety improvement upgrades that include but are not limited to the following:

- |  |   |
|--|---|
| 1. Grade separations                   | 4. Video enforcement  |
| 2. Fencing and gates to secure the ROW | 6. At-grade crossing closures   |
| 3. Tunnel upgrades                     | 7. Grade Crossing Enhancements using Metrolink's recommended design practices |

- B. Identify operational improvement upgrades that include but are not limited to the following:

- |   |   |
|---|---|
| 1. Straightening of curved segments       | 4. Signal improvements                    |
| 2. Double-tracking, triple-tracking, etc. | 5. Crossovers and other special trackwork |
| 3. Sidings – new and/or extended          | 6. Track upgrades                         |

(CONTINUED ON NEXT PAGE)

(ITEM BD1 – CONTINUED FROM PREVIOUS PAGE)

- C. Provide cost estimates and benefits to safety and operations for the upgrades identified in Sections A and B above.
- D. Recommend a proposed prioritization of these projects for implementation based on a sound methodology that takes into account magnitude of existing hazards and risks, safety enhancements and operational performance in relation to cost of improvement.
- E. Identify what improvements would be necessary to provide Metrolink service:
  - 1. That takes less than one hour between the Antelope Valley and LA Union Station
  - 2. That takes less than 30 minutes between Santa Clarita Valley and LA Union Station
- F. Evaluate funding that could be used to program these improvements, including but not limited to Measure R 3%, Prop C 10%, Section 190 CPUC Grade Separation Funds and future High Speed Rail funds with the understanding that any programming of funds would require future MTA Board action.
- G. Identify a strategy to implement the run-through tracks at Union Station which enhance service for all Los Angeles-bound Metrolink lines that will run through Union Station and enhance service for all Metrolink lines.
- H. Review how the proposed High Speed Rail segment from Palmdale to Los Angeles would affect these improvements to the Metrolink Antelope Valley Line through timing, funding and compatibility requirements.
- I. Review any potential impact the proposed DesertXPress system, should it one day connect into Palmdale, have on any elements of this plan.

(CONTINUED ON NEXT PAGE)

(ITEM BD1 – CONTINUED FROM PREVIOUS PAGE)

WE ALSO MOVE that upon presenting the Metrolink Antelope Valley Line Infrastructure Improvement Strategic Plan, the CEO will also propose a plan to work with the Metrolink CEO to develop similar strategic plans for the segments of Metrolink lines that fall within Los Angeles County.

**AMENDMENT: Study money to come from Measure R 3% funds which are segregated from the general proceeds of Measure R.**

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

**III. APPROVED CONSENT CALENDAR ITEMS 1 THROUGH 10, 12 AND 13**

*Consent Calendar Items were approved by one motion except Item 11 which was held by a Director for discussion.*

1. APPROVED ON CONSENT CALENDAR **Minutes** of the March 24, 2011 Regular Meeting.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	A	Y	A	Y	A	Y	Y	A	Y	Y	

**CONSTRUCTION COMMITTEE**

2. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:
  - A. negotiate and award a 3-year time and material contract under RFP No. PS 100800-2639 with Athalye Consulting Engineering Services, Inc., the highest qualified proposer for Construction Management Services for **Highways I, (Sound Walls 5 & 7)** for an amount not to exceed \$3,700,000 inclusive of two 1-year options;

(CONTINUED ON NEXT PAGE)



(CC, ITEM 2 CONTINUED FROM PREVIOUS PAGE)

- B. negotiate and award a 3-year time and material contract under RFP No. PS 100800-2640 with Ghirardelli Associates, Inc., the highest qualified proposer for **Construction Management Services for Highways II, (Sound Walls 6 & 8)** for an amount not to exceed \$3,000,000 inclusive of two 1-year options;
  - C. execute individual Task Orders within the Board approved authority; and
  - D. negotiate with the next most highly qualified firm(s), until satisfactory contracts can be negotiated, should the CEO be unable to negotiate satisfactory contracts at fair and reasonable prices with the highest qualified proposer(s).
3. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:
- A. negotiate and award a 3-year time and material contract under RFP No. PS 100800-2641 with MARRS Services, Inc. the highest qualified proposer for **Construction Management Services for Bus Facilities Capital Projects**, for an amount not to exceed \$2,500,000 inclusive of two 1-year options;
  - B. execute individual Task Orders within the Board-approved authority; and
  - C. negotiate with the next most highly qualified firm(s), until satisfactory contracts can be negotiated, should the CEO be unable to negotiate satisfactory contracts at fair and reasonable prices with the highest qualified proposer(s).
4. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:
- A. negotiate and award a 3-year time and material contract under RFP No. PS 100800-2642 with J.L. Patterson & Associates, Inc., the highest qualified proposer for **Construction Management Services for Rail Facilities Capital Projects**, for an amount not to exceed \$2,500,000 inclusive of two 1-year options;

(CONTINUED ON NEXT PAGE)

(CC, ITEM 4 – CONTINUED FROM PREVIOUS PAGE)

- B. execute individual Task Orders within the Board-approved authority; and
- C. negotiate with the next most highly qualified firm(s), until satisfactory contracts can be negotiated, should the CEO be unable to negotiate satisfactory contracts at fair and reasonable prices with the highest qualified proposer(s).

**CONSTRUCTION COMMITTEE, MEASURE R PROJECT DELIVERY COMMITTEE & PLANNING AND PROGRAMMING COMMITTEE**

- 5. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to establish a Life of Project (LOP) budget of \$75,670,000 to construct **four freeway soundwall projects**:
  - A. Package #5: The I-405 Freeway from Devonshire to Mission Boulevard in the City of Los Angeles in the amount of \$28,840,000;
  - B. Package #6: The I-405 Freeway from the San Gabriel River to Atherton Street in the City of Long Beach in the amount of \$4,620,000;
  - C. Package #7: The SR-134 Freeway from Cahuenga Boulevard to Riverside Drive in the cities of Los Angeles and Burbank in the amount of \$14,190,000; and
  - D. Package #8: The I-605 Freeway from North of Slauson Avenue to South of Obregon Street in the City of Whittier and unincorporated County area in the amount of \$28,020,000.
  
- 6. ADOPTED ON CONSENT CALENDAR the following **positions on Federal Legislation**:
  - A. HR 1123 (Richardson) – **SUPPORT**
  - B. Breaking Down Barriers Initiative – **SUPPORT**

(CONSENT CALENDAR CONTINUED ON NEXT PAGE)

(CONSENT CALENDAR CONTINUED)  
**FINANCE AND BUDGET COMMITTEE**

7. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to purchase **All Risk Property and Boiler and Machinery insurance policies** for all property, at a price not to exceed \$2.12 million for the 12-month period effective May 10, 2011 through May 9, 2012.

**MEASURE R PROJECT DELIVERY COMMITTEE**

8. AUTHORIZED ON CONSENT CALENDAR:
- A. approved \$14.1 million in Measure R Funds for design and construction of (non-capacity) **roadway improvements adjacent to the I-5 South (Orange County Line to I-605)** project; and
  - B. authorized the Chief Executive Officer to enter into a Memorandum of Understanding with the I-5 Consortium Cities Joint Powers Authority to implement the project.

**OPERATIONS COMMITTEE**

9. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to enter into **reciprocal agreements for mutual support** including the California Disaster and Civil Defense Master Mutual Aid Agreement.
10. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer:
- A. to award a 21-month sole source, firm fixed price contract to Affiliated Computer Services (ACS) for **photo enforcement Operations, Maintenance, and Citation processing services** for the Exposition Line for a firm fixed price of \$877,800, effective October 1, 2011;
  - B. to execute Modification No. 4 to Contract No. SP035 with ACS to provide photo enforcement Operations, Maintenance, and Citation processing services for the Blue Line and Orange Line Phase 1 for a period of two (2) years, and add the Orange Line Phase 2 for a period of one (1) year for a firm fixed price of \$2,692,800, increasing the Total Contract Value from \$9,569,960 to \$12,262,760; and

(CONTINUED ON NEXT PAGE)

(CC, ITEM 10 – CONTINUED FROM PREVIOUS PAGE)

- C. to execute Modification No. 5 to Contract No. SP037 with ACS to provide photo enforcement Operation, Maintenance, and Citation processing services for the Metro Gold Line Photo Enforcement Program for a period of eight (8) months for a firm fixed price of \$475,200, effective November 1, 2012.

**PLANNING AND PROGRAMMING COMMITTEE**

11. APPROVED AS AMENDED:

- A. the updated **Los Angeles County Transportation Improvement Program (TIP)** priorities for use in programming funds for fiscal year (FY) 2010-11 to FY 2018-19;
- B. authorizing the Chief Executive Officer, to assign or reassign, when necessary, federal, state and local funds to support Board-approved projects and programs, so long as the priorities of the LACMTA Board approved Long Range Transportation Plan (LRTP) and this report are not changed by the assignment or reassignment;
- C. directing the Chief Executive Officer to report on a monthly basis any exercise of this delegated authority; and
- D. authorizing the Chief Executive Officer to negotiate and execute funding contracts or agreements as needed with Los Angeles County jurisdictions, agencies or other entities to provide funds programmed as authorized, consistent with the priorities of the LRTP and this report.

**AMENDMENT: Directed staff to report back to the Board when transfers occur. What money was moved and which projects are impacted.**

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

(CONSENT CALENDAR CONTINUED)

12. APPROVED ON CONSENT CALENDAR:

- A. **Findings and Statement of Overriding Considerations in accordance with the California Environmental Quality Act (CEQA) for Supplemental Environmental Impact Report (SEIR)** prepared by the Metro Gold Line Foothill Extension Construction Authority (“Construction Authority”) for the Eastern Operation and Maintenance (O&M) Facility; and
- B. **a \$264.5 million budget envelope for land acquisition, design, and construction of the O&M facility.** Of this amount, MTA will pay 75%, or \$198.4 million, of actual expenditures up to the budget envelope using non-Foothill Extension project funds, while the Construction Authority will pay \$66.1 million reflecting 25% of the O&M facility cost from their Phase 2A Measure R funds. Should expenditures exceed this amount, the Construction Authority will be responsible for 100% of the cost above the budget envelope. As additional rail lines are constructed (i.e. ~~Gold Line Foothill Extension Phase 2B and Eastside Extension Phase 2~~), **and any additional rail lines in the San Gabriel Valley and nearby**, each project will provide funding from project fund sources to reimburse MTA’s non-project funds used to construct this facility.

13. AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. Award and execute:
1. a firm fixed-price contract No. PS4370-2622 to KOA Corporation in the amount of \$4,106,366 for professional services to complete the **Alternatives Analysis (AA), Draft Environmental Impact Statement/Report (DEIS/R) and Conceptual Engineering (CE) for the Van Nuys Rapidway project** including options for final environmental clearance, and clearance of other near and mid-term bus speed improvements;
  2. contract modifications up to 20% of the contract value to cover the cost of any unforeseen issues that may arise during the AA/DEIS/R and CE; and

(CONTINUED ON NEXT PAGE)

(CC, ITEM 13 – CONTINUED FROM PREVIOUS PAGE)

- B. negotiate and execute a pass-through agreement with the City of Los Angeles for the installation of **pedestrian lighting at selected bus stops along Reseda Boulevard** using a Federal Transit Administration (FTA) earmark, contingent upon Los Angeles City Council action to accept the funds.

**IV. DISCUSSION ITEMS 14 THROUGH 25**

14. **ADOPTED:**

- A. the Arbor Vitae/Bellanca (Site #14) as the Locally Preferred Alternative (LPA) Maintenance Facility Site subject to the close of the public comment period on April 11, 2011; and

B. **RECEIVED AND FILED:**

- 1. the **Crenshaw/LAX Transit Corridor** Supplemental Draft Environmental Impact Statement/Recirculated Draft Environmental Impact Report (SDEIS/RDEIR); and
- 2. the status report on the preparation of the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Crenshaw/LAX Transit Corridor Project.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	A	

15. **RECEIVED AND FILED** this report on the Board-directed **Park Mesa Heights Grade Separation Analysis**, a special study for the Crenshaw/LAX Transit Corridor Project.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

(DISCUSSION ITEMS CONTINUED FROM PREVIOUS PAGE)

16. **CARRIED OVER TO MAY: RIDLEY-THOMAS MOTION regarding Crenshaw/LAX Transit Corridor: Leimert Park/Vernon Station and Undergrounding Park Mesa Heights.**

I therefore move that the Metro Board:

- A. Redirect monies to fund the inclusion of a Leimert Park/Vernon Station and undergrounding the segment of the alignment from 48<sup>th</sup> to 59<sup>th</sup> Streets within the City of Los Angeles, for the Crenshaw/LAX Transit Corridor.
- B. Consider potential funding sources including, but not limited to, Expo Measure R funds for the "substitute project", Measure R Green Line to LAX funds, Arbor Vitae interchange project funds and surplus property sales along the alignment.
- C. Amend the Crenshaw/LAX Transit Corridor project to include the Leimert Park/Vernon Station and undergrounding the segment of the alignment from 48<sup>th</sup> to 59<sup>th</sup> Streets as a part of the Base Project.
- D. Authorize, if needed, the release of a supplemental Environmental Impact Statement/Environmental Impact Report.

17. **APPROVED AS AMENDED UNDER RECONSIDERATION:**

**O'Connor Motion on Health and Active Transportation** Consistent with policies in the Long Range Transportation Plan to develop a multi-modal transportation network throughout Los Angeles County and in conjunction with the development of the Sustainable Communities Planning Framework, Metro shall create an Active Transportation Agenda by November 2011. Included in the agenda will be a description of existing programs and short-term and long-term strategies for leveraging urban design, partnerships and project development to create environments that promote walking and biking, transit use and public health.

The Active Transportation Agenda should, among other items, report on existing and consider new strategies to:

(CONTINUED ON NEXT PAGE)

(DISCUSSION ITEM – 17, CONTINUED FROM PREVIOUS PAGE)

- Improve first and last mile connections to transit facilities.
- Promote walking and biking for short trips to reduce congestion on streets and freeways.
- Partner with public health, housing, planning and environmental agencies on innovative programs and financing mechanisms.
- Ensure active transportation options are advanced through the land-use and transportation elements of the Regional Sustainable Communities Strategy.
- Increase countywide capacity for developing and implementing Safe Routes to School and Safe Routes to Transit programs that target youth, senior and low-income populations whose transportation options are most impacted by community design.
- Plan and design Metro facilities to promote physical activity and health, through tools like health impact assessments **evaluations** and design guidelines.
- Ensure the needs of pedestrians and bicyclists are considered and addressed in planning and/or design of projects that Metro funds or implements.
- Promote the interim and permanent use of Metro-owned right-of-way for active transportation.

**AMENDMENT: Promote through the Call for Projects resource allocation to achieve these goals.**

**Directed staff to seek input from sub-regions and cities on best practices.**

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

18. ADOPTED AS AMENDED the following **positions on State Legislation:**

- A. **SB 214 (Wolk)** – Would repeal the infrastructure financing districts requirement of voter approval and authorizes districts, to be in place for 40 years. **SUPPORT WORK WITH AUTHOR**

(CONTINUED ON NEXT PAGE)



(DISCUSSION ITEM 18 – CONTINUED FROM PREVIOUS PAGE)

- B. **SB 582 (Emmerson)** – Would authorize a metropolitan planning organization jointly with the local air quality management district to adopt a commute benefit ordinance. **SUPPORT NEUTRAL WORK WITH AUTHOR**
- C. **SB 862 (Lowenthal)** – Would establish the Southern California Goods Movement Authority and specify representation on the authority. **SUPPORT OPPOSE WORK WITH AUTHOR**
- D. **SB 693 (Dutton)** – Would allow Caltrans to delegate the authority for Public Private Partnerships to cities and counties. **SUPPORT WORK WITH AUTHOR**
- E. **SB 907 (Evans)** – Would establish Master Plan for Infrastructure Financing and Development Commission. **SUPPORT**
- F. **AB 427 (Pérez)** – Would establish a process to reallocate Proposition 1B transit security funds that remain unused and would authorize specified rail operator to be eligible for an additional source of funds. **SUPPORT WORK WITH AUTHOR**
- G. **AB 892 (Carter)** – Would extend the authority for Caltrans to participate in a pilot program whereby Caltrans is delegated authority to act under federal environmental laws. **SUPPORT**
- H. **AB 1308 (Miller)** – Would allow for continuous appropriations from the Highway Users Tax Account in the Transportation Tax Fund in any year in which the Budget Act has not been enacted by July 1<sup>st</sup>. **SUPPORT**

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

(DISCUSSION ITEMS CONTINUED)  
**EXECUTIVE MANAGEMENT AND AUDIT COMMITTEE**

19. APPROVED AS AMENDED a **Small Business Enterprise (SBE) Goal** increase from 15% to 25 30% for FY11 and FY12 and SBE Program revisions implementing SB 1341 (Price) small business initiatives and SBE certification process changes.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

20. **FAILED** - Motion to approve the **sale of the MTA's equity share in David Solow's residence** for the amount of approximately \$141,000.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	ABS	N	ABS	A	Y	Y	ABS	A	Y	

21. CARRIED OVER TO MAY: authorizing the Chief Executive Officer to award a 5-year, firm fixed unit rate, Contract No. OP85102554 to Mitsubishi Electric & Electronics USA, Inc. for Metro transit facilities **elevator and escalator maintenance and repair services**, for an amount not to exceed \$44,377,356 inclusive of two one-year options, effective May 1, 2011.

**OPERATIONS COMMITTEE**

22. APPROVED:
- A. the removal of peak hour **bike-on-rail restrictions** and directing that staff return with a consistent amendment to the Customer Code of Conduct; and
  - B. authorizing the CEO to administratively revise bike rules in the future to reflect Board adopted bicycle policies that do not conflict with the Customer Code of Conduct.

(CONTINUED ON NEXT PAGE)

(DISCUSSION ITEM 22 – CONTINUED FROM PREVIOUS PAGE)

**Director Wilson requested a survey mechanism to capture this policy change on ridership.**

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

23. APPROVED Motion by Chair Knabe and Director DuBois to provide information regarding:

- A. Segments and number of standees per peak-hour: including average length of trip for standees, amount of time currently standing and the potential impact created by the removal of 4-6 additional seats per LRT vehicle.
- B. A plan for the mitigation of vendors/recycling and other activities currently present on the Metro Blue Line.
- C. Bicycle demand on each rail line.
- D. Presentation of alternatives such as “station bikes” or other rental or shared use bikes.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

**OPERATIONS COMMITTEE**

24. FAILED (Carried over to May) Recommendation to:

- A. authorize the Chief Executive Officer to award a seven-year, unit rate, Contract No. PS11064106 to American Reclamation, Inc., the lowest responsive and responsible bidder, for **integrated waste management services** for an amount not to exceed \$6,654,321, effective July 1, 2011; and

(CONTINUED ON NEXT PAGE)

(DISCUSSION ITEM 24 – CONTINUED FROM PREVIOUS PAGE)

- B. approve contract modification authority specific to Contract No. PS11064106 in the amount of \$2,000,000 for waste management services for additional bin pick-up service and new MTA facilities which may open during the contract term.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
ABS	A	A	Y	Y	C	ABS	A	Y	Y	A	A	Y	

25. RECEIVED AND FILED response to Villaraigosa, Molina and Wilson Motion for **additional information pertaining to past, present and future service changes**, part 1.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	A	Y	Y	

**V. MISCELLANEOUS**

26. Additions to the agenda which were posted more than 72 hours in advance of the meeting, as indicated on the supplemental agenda.
27. 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.
28. RECEIVED public comment.

**VI. CLOSED SESSION**

CS-1 Personnel Matters - G.C. 54957  
Public Employee Appointment  
Consider appointment of Inspector General

NO REPORT.

CS-2 Conference with Legal Counsel - Pending litigation - G.C. 54956.9(a)

A. Jose Solis Alvarez v. L.A.C.M.T.A., Case No. BC432126

APPROVED settlement in the amount of \$575,000.

MW	JH	PO	ZY	AN	MA	DK	AV	RK	DD	MRT	GM	JF	
Y	A	A	Y	Y	Y	Y	A	Y	Y	Y	A	Y	

B. LACMTA v. Alameda Produce Market, LLC, (VCC Alameda LLC), Case No. S188128

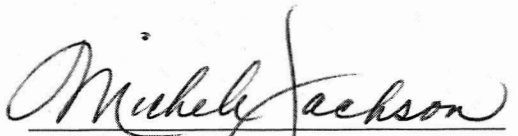
NO REPORT.

CS-3 Conference with Labor Negotiator - G.C. 54957.6  
Agency Representative: Richard Hunt and designated staff  
Employee Organizations: ATU, UTU, TCU, Teamsters

NO REPORT.

ADJOURNED at 12:55 p.m. in memory of Caltrans workers who lost their lives on the job.

Prepared by: Collette Langston  
Board Specialist

  
Michele Jackson  
Board Secretary

A large, stylized letter 'M' is positioned at the top of the page. The 'M' is composed of several white, rectangular blocks with a slight 3D effect, set against a dark green circular background. This green circle is partially overlaid by a larger, vibrant orange circle that dominates the left and bottom portions of the slide. The overall design is modern and graphic.

# Metro Response to Demonstrations for Racial Justice

Item 40 Regular Board Meeting – June 2020



Metro

# Timeline of Events

- Monday, May 25, 2020 – George Floyd murdered while being arrested by Minneapolis Police Officers
- May 28 – Growing frustration manifested in demonstrations in cities across the United States
- May 29 – First reports of spray paint graffiti, broken windows and headlights to Metro buses (Div. 5,7,13)
- Afternoon, May 30 – Reports across the County of employees and passengers being trapped on buses and surrounded by protestors, acts of vandalism on Metro buses and property, and track intrusion.
- Late afternoon, May 30 – Metro CEO directs suspension of service, for the safety of employees and public, effective 8:00 p.m. through end of day

# Service Suspension

- Announcements of service suspension start May 30 at 6 pm.
- Supervisor units deployed to assist stranded customers
- Rescue bus deployed on Route 33
- Service resumed 5:30 a.m., Sunday, May 31





# Property Damage

- 63 Buses reported damage (e.g. graffiti, broken windows, etc.)
- Glass casing destruction reported from South Bay Harbor Gateway Transit Center (Silver Line) up through Nordhoff Station (Orange Line) SFV
- Burned Security cameras, fire damage, destroyed marble tile at rail stations



# Mutual Aid Agreement

- Metro is party to the California Disaster and Civil Defense Master Mutual Aid Agreement (most recently affirmed through Metro Board Action on April 28, 2011)
- The state and political subdivisions of the state, including Metro, participate to facilitate implementation of the California Emergency Services Act
- State laws governing mutual aid date back to 1950s
- It is Metro's policy to coordinate with external agencies to ensure effective emergency response

# Metro Library Archives

## 1992 Los Angeles Uprising - Command Post at Division 5



## 1992 Detainee Transportation at 1<sup>st</sup> St/Broadway, LA Times Building



# After Action

- Metro will endeavor to operate regular service throughout periods of crisis, to the extent possible and while prioritizing safety for operators and passengers
- As needed, buses will be re-routed dynamically to maintain a minimum distance of five blocks from demonstration locations
- CEO direction: Metro shall verify that agencies requesting support for the transport of detainees or law enforcement have depleted their own resources prior to requesting Metro resources
- Staff will continue updating Metro's crisis communications plan and improve protocols for advising customers changes due to emergency situations
- Staff will develop a Customer Toolkit for the Metro website to inform patrons of what they can expect in the event of a local emergency
- ITS to designate a dedicated telephone number for emergency advisories for customers without smartphones



Questions?



Metro