



## Board Report

**File #:** 2021-0093, **File Type:** Agreement

**Agenda Number:** 13.

### PLANNING AND PROGRAMMING COMMITTEE APRIL 14, 2021

**SUBJECT: WEST SANTA ANA BRANCH (WSAB) TRANSIT CORRIDOR PROJECT**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER authorizing the Chief Executive Officer to APPROVE additional funding of \$353,530 and an extension to December 2022 of the existing Funding Agreement (FA# 920000000FACGGC03) with the Gateway Cities Council of Governments (COG) for Third-Party Administration participation in the WSAB environmental clearance study.

#### **ISSUE**

This is a request to authorize a time extension and additional funds to the existing Funding Agreement with the Gateway Cities COG. Funding Agreement 920000000FACGGC03 (Attachment A) was executed in October 2016 and included a Term of Agreement that ended on September 30, 2020.

The Agreement included a budget of \$700,000 for corridor cities, the Gateway Cities COG and the Eco-Rapid Transit (Eco-Rapid) Joint Powers Authority (JPA) to participate in the Transit Oriented Communities (TOC) activities, environmental clearance study, participation in the WSAB City Managers Technical Advisory Committee (TAC), and other efforts. To date, several cities along with Eco-Rapid and the Gateway Cities COG have expended all of the funds allotted to them for this effort. Extending the Term of Agreement and providing additional funding is necessary to ensure that each of the corridor cities and Eco-Rapid participates in the review of the environmental document.

#### **BACKGROUND**

In February 2016, the Board approved Motion 32.1 (Attachment B) authorizing up to \$18 million to facilitate TOC predevelopment and planning activities for the WSAB Project in coordination with the City and County of Los Angeles, the Gateway Cities COG and the Eco-Rapid JPA. Multiple Funding Agreements have been executed to date as part of a collaborative effort to support Motion 32.1, including:

- A **June 2016 Funding Agreement** with the Gateway Cities COG to conduct near-term pre-development TOC activities;
- An **October 2016 Funding Agreement** with the Gateway Cities COG and Eco-Rapid for Third

-Party Administration to support the WSAB environmental study and to conduct outreach for the corridor; and

- A **July 2017 Funding Agreement** with Eco-Rapid to support the development of the Transit Oriented Development (TOD) Strategic Implementation Plan, which was finalized in May 2019.

## **DISCUSSION**

At its September 22, 2016 meeting, the Board approved Item 12 (Attachment C), entering into a four-year Funding Agreement with the Gateway Cities COG, to be led by Eco-Rapid, for Third Party Administration to work with the 13 cities along the corridor for participation in the WSAB environmental clearance study, including review of the WSAB environmental document, participation in WSAB City Managers TAC meetings and conducting outreach for the corridor.

The WSAB City Managers TAC was formed within the Gateway Cities COG to serve as an effective forum for generating consensus positions on a range of technical, financial, and policy challenges confronting the corridor cities. The members include city managers or key staff for the cities and LA County staff. The monthly meetings are also attended by key Board deputies from Supervisor Hahn, Supervisor Solis, and Mayor Garcia offices and Eco-Rapid and the Gateway Cities COG staff. Metro has worked with the TAC to establish a collaborative approach to achieving the milestones required for the project to advance, including establishing ongoing engagement on the current project-level environmental process to protect interests of the cities and secure meaningful mitigation measures, supported by an effective monitoring system.

Since 2017, in addition to the City Managers TAC meetings, Metro has worked closely with cities on several technical issues requiring continued collaboration and feedback. As a result, several cities, as well as the Gateway Cities COG and Eco-Rapid have expended all funds allotted to them for this effort sooner than anticipated. Over the past few months, Metro staff has worked with COG staff to identify the need for additional funds for these cities to ensure their continued participation in the review of the environmental document through the completion of the WSAB final environmental study anticipated to be completed in summer 2022. It is anticipated that an additional \$353,530 will be needed to complete this effort through the completion of the final WSAB environmental study. The funding agreement is being extended to December 2022. The table below shows the breakdown of the additional funding request:

Agency	Funds	Purpose
Eco-Rapid Transit	\$60,450	Additional environmental review efforts and coordination with the Eco-Rapid Board of Directors and their efforts to address corridor-wide environmental impacts.
Gateway Cities COG	\$60,000	To fulfill staff time to engage in WSAB planning and related administration.
City of Paramount	\$20,000	Additional environmental review and technical study of the WSAB I-105/C-Line Freeway Station, ensuring community buy-in, and consideration of appropriate mitigations.

The City of Artesia	\$72,000	Additional environmental review and project planning associated with the Artesia Station as the WSAB southern terminus, development of an economic development program for the corridor and to serve as the fiscal agent (formerly performed by Bellflower) responsible for the processing of Eco-Rapid Transit expenditures as part of this effort.
City of Downey	\$29,875	Additional environmental review and local outreach efforts.
City of South Gate	\$63,205	Additional environmental review and local outreach efforts.
City Manager TAC	\$48,000	Continued facilitation and participation in the monthly WSAB City Manager TAC meetings.
<b>TOTAL</b>	<b>353,530</b>	

### **DETERMINATION OF SAFETY IMPACT**

Adding funds and extending the Term of Agreement for this effort will not have any impact on the safety of Metro customers and/or employees because this Project is in the planning process phase and no capital or operational impacts results from this Board action.

### **FINANCIAL IMPACT**

The FY 2020-21 remaining budget contains \$2,341,576 in Cost Center 4370 (Mobility Corridors Team 2), Project 460201 (WSAB Corridor Admin) for professional services. Since this is a multi-year contract, the Cost Center Manager and Chief Planning Officer will be responsible for budgeting in future years. The Project budget will be responsible for the additional funds.

#### **Impact to Budget**

This effort is funded by Measure R 35% funds. As these funds are earmarked for the WSAB Transit Corridor project, they are not eligible for Metro bus and rail capital and operating expenditures.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The projects and programs included in Countywide Planning & Development's work program contribute to the implementation of multiple goals of Metro's Vision 2020 Strategic Plan i.e., Goal 1: Provide high-quality mobility options that enable people to spend less time traveling, Goal 3: Enhance communities and lives through mobility and access to opportunity and Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization

### **ALTERNATIVES CONSIDERED**

The Board could decide not to approve the recommended extension and additional funds. This

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alternative is not recommended, as ongoing coordination with local jurisdictions and Eco-Rapid is a necessary component of the environmental clearance process. Non-approval could result in strained relationships with corridor cities resulting in additional project delays and/or increased litigation risk.

### **NEXT STEPS**

Upon Board approval, staff will execute an Amendment to the existing Funding Agreement to extend the Term of Agreement through the completion of the Final environmental document as well as update the project funding allocation to reflect the additional funds.

### **ATTACHMENTS**

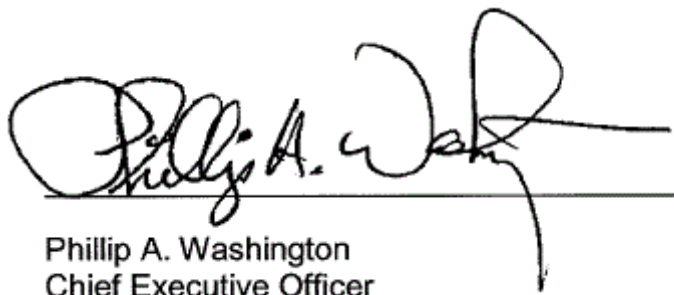
Attachment A - Funding Agreement 920000000FACGGC03

Attachment B - Board approved Motion 32.1

Attachment C - September 22, 2016 Board Report, Item 12

Prepared by: Meghna Khanna, Sr. Director, Countywide Planning & Development, (213) 922-3931  
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Reviewed by: James de la Loza, Chief Planning Officer, Countywide Planning & Development, (213) 922-2920



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Phillip A. Washington  
Chief Executive Officer

**FUNDING AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL OF  
GOVERNMENTS AND THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY**

This Funding Agreement (the “Agreement”) is entered into with an effective date of October 10, 2016 (“Effective Date”), and is by and between the Gateway Cities Council of Governments (“AGENCY”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), hereinafter referred to collectively as the “Parties.” The general purpose of this Agreement is to define the roles, responsibilities, and protocols of the AGENCY and eligible subrecipients to the AGENCY, identified in Attachment A (“Participating Agencies”), in LACMTA’s environmental clearance of the West Santa Ana Branch Transit Corridor (“Project”), which generally includes facilitation and coordination between LACMTA, AGENCY, and the Participating Agencies, hereinafter referred to as the “Collaborative Effort.”

**RECITALS**

WHEREAS, LACMTA is the transportation planning and programming agency for Los Angeles County responsible for the County’s Long Range Transportation Plan, Short Range Transportation Plan and Transportation Improvement Program, and the construction and operation of bus and rail services; and

WHEREAS, the AGENCY is a California Joint Powers Authority that represents the 27 cities of Southeast Los Angeles County, the Port of Long Beach and certain unincorporated areas of Los Angeles County adjacent to or surrounded by these cities. In its role, the AGENCY provides leadership and supports various initiatives for its member cities/agencies, including implementing clean air strategies, addressing housing needs, reducing traffic congestion, conducting short and long range transportation studies, preserving and enhancing open space, and strengthening the economy; and

WHEREAS, the West Santa Ana Branch Transit Corridor is a funding priority in the voter-approved Measure R and Measure M expenditure plans; and

WHEREAS, LACMTA is working on the Project for the purpose of identifying a future light rail transit alignment and associated stations within a defined study area; and

WHEREAS, the LACTMA Board of Directors approved Motion 32.1 at its February 25, 2016 meeting, authorizing funding to facilitate Transit-Oriented Communities (TOC, a broader Transit-Oriented Development concept) for the Project and directing that LACMTA work with the City of Los Angeles, County of Los Angeles, AGENCY, and the Eco-Rapid Transit Joint Powers Authority (“Eco-Rapid”) to pursue TOC predevelopment and planning activities for the Project; and

**WHEREAS**, this is one of several existing or pending agreements associated with carrying out Board Motion 32.1 and relating to the Collaborative Effort, with potentially more agreements to follow; and

**WHEREAS**, the purposes, approaches and scopes of work for these agreements are and will be coordinated to ensure that the intent of Board Motion 32.1 is effectively implemented; and

**WHEREAS**, articulating clear roles and responsibilities is a vital tenet of ensuring a collaborative and coordinated effort to effectively implement Board Motion 32.1 such that the communities accrue multiple benefits from this substantial public infrastructure investment and opportunity; and

**WHEREAS**, all the agreements associated with implementing Board Motion 32.1 must demonstrate a progression toward completing the forward planning and design of the West Santa Ana Branch Light Rail Transit line and ancillary project features, and its environmental clearance, along with supporting or resulting in TOC-supportive local plans, regulations, financial tools and programmatic California Environmental Quality Act clearance to enable private and public sector Transit-Oriented Development (TOD) in the corridor; and

**WHEREAS**, this Agreement includes a Collaborative Effort framework for implementing the aforementioned LACMTA Board of Directors February 25, 2016 direction and the referenced related actions, a process for coordination involving LACMTA, the AGENCY, and Participating Agencies, and a communication protocol to be carried out by the AGENCY and Participating Agencies for the Project by setting forth the roles, responsibilities and protocols, as identified in Attachment A; and

**WHEREAS**, the LACMTA Board of Directors at its September 22, 2016 meeting approving the entering of this Agreement with the AGENCY for third party administration to work with the Participating Agencies on the Project, in the amount not-to-exceed \$700,000 in Measure R 35% funds, which scope of work for this Collaborative Effort is identified in Attachment A; and

**WHEREAS**, a Letter of No Prejudice (LONP) for the Collaborative Effort was issued on October 10, 2016, allowing the AGENCY and the Participating Agencies to spend funds in an amount up to \$50,000 in total for the early participation of the AGENCY, Eco-Rapid Transit Joint Powers Authority JPA and the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate and Vernon, to review Project deliverables and provide technical comments and feedback on the Project, pending execution of this agreement.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

## AGREEMENT

### I. TERM OF AGREEMENT

The term of the Agreement shall be for a period from the Effective Date of this Agreement through September 30, 2020. LACMTA shall have the right to extend the term as necessary. This is a one-time funding grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

The obligation for LACMTA to grant AGENCY the Funds relating to the Collaborative Effort in supporting the Project is subject to sufficient Funds being made available for the Project and the Collaborative Effort by the LACMTA Board of Directors. If such Funds are not made available for the Project and/or Collaborative Effort, LACMTA shall have no obligation to provide the Funds for the Collaborative Effort, unless otherwise agreed to in writing by LACMTA.

### II. COLLABORATIVE EFFORT ADMINISTRATION AND SCOPE OF WORK

A. AGENCY and the Participating Agencies shall perform the work per the tasks and deliverables, roles, responsibilities and protocols detailed in Attachment A – Collaborative Effort Framework and Scope of Work.

B. Management/Administration of the scope of work in Attachment A is capped at a maximum of 15% of the total Agreement cost.

C. AGENCY shall submit Quarterly Progress Invoice Reports, in the form attached to the Agreement as Attachment B with detailed supporting documentation within sixty (60) days after the close of each quarter. The last Quarterly Progress Invoice Report shall be due no later than November 30, 2020 to be eligible for reimbursement under this Agreement. If no activity has occurred during a particular quarter, AGENCY will still be required to submit the Quarterly Progress Invoice Report indicating that no dollars were expended in the quarter.

E. In the event that any changes to Attachment A – Collaborative Effort Framework and Scope of Work are desired, LACMTA shall notify AGENCY in writing in a timely manner. AGENCY understands and agrees that LACMTA's contribution to the Project is limited to the amount specified in Section III (A) of this Agreement, and that the AGENCY shall be fully responsible for any eligible expenditures that exceed LACMTA's contribution and that Participating Agencies are not entitled to payment of any eligible expenses that exceed LACMTA's contribution. Any unexpended Funds after September 30, 2020, unless an extension is requested in writing by AGENCY and approved by LACMTA, shall no longer be available to the AGENCY.

### III. PAYMENT

A. LACMTA shall reimburse AGENCY an aggregate amount not to exceed \$700,000 for amounts invoiced with proper documentation within 30 working days of receipt of an acceptable invoice. AGENCY is responsible for pass-through payments to the Participating Agencies. Failure of a Participating Agency to abide by the terms and conditions of this Agreement or failure to perform the work set forth in the Scope of Work may result in LACMTA denying payment or excluding any further participation of the defaulting Participating Agency under this Agreement, along with any subsequent payments to it. AGENCY is advised to make payment to a Participating Agency only after payment is made to AGENCY by LACMTA.

B. LACMTA shall only reimburse eligible expenditures. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. Equipment including vehicles, computer hardware and software are not eligible expenditures and shall not be reimbursed with the Funds.

C. Any Funds expended by AGENCY prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the AGENCY Funding Commitment requirement, without the prior written consent of LACMTA. AGENCY Funding Commitment dollars expended prior to the Effective Date shall be spent at AGENCY'S own risk.

### IV. INDEMNIFICATION

Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by AGENCY, its officers, agents, employees, contractors and subcontractors under this Agreement. AGENCY shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and claims for damages of any nature whatsoever arising out of the Scope of Work, including without limitation; (i) use of the Funds by the AGENCY, or its officers, agents, employees, contractor or subcontractors; (ii) breach of the AGENCY's obligations under this Agreement; or (iii) any act of omission of the AGENCY, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this Agreement. The indemnity shall survive termination of this Agreement.

### V. INSURANCE

AGENCY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, or damages in property which may arise from on in conjunction with the performance of the work hereunder by the AGENCY, their



agents, representatives, employees or subcontractors. As respects Professional Liability, coverage must be maintained and evidenced provided, for two years following expiration of the Agreement.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (concurrence form CG0001).
2. Insurances Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE**

AGENCY shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or
2. Other form with a general aggregate limit is used, the general aggregate limits shall be twice the required occurrence limit of \$2,000,000. Products/ Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Professional Liability: \$1,000,000 per occurrence.

**C. OTHER INSURANCE PROVISIONS**

The insurance policies required per the terms of the agreement are to contain, or be endorsed to contain, the following provisions:

1. LACMTA, its subsidiaries, officials and employees are to be covered as additional insured as respects liability arising out of the activities performed by or on behalf of the AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; or automobiles owned, leased, hired or borrowed by the AGENCY. The general liability coverage shall also include contractual, personal injury, independent

contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

2. For any claims related to this Agreement, insurance provided by the AGENCY shall be primary as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be in excess of any program of insurance afforded by the AGENCY and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The program of insurance provided by the AGENCY shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Professional Liability insurance shall be continued, and evidence provided to LACMTA, for two years following expiration of the contract.
8. Coverage provided for two years in the event of cancellation or non-renewal.

**D. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Notwithstanding anything to the contrary, the insurance requirements contained herein may be met with a program of self insurance.

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA. This section does not apply to a self-insured agency.

**F. VERIFICATION OF COVERAGE**

AGENCY shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized to attest to validity of coverage and protections afforded LACMTA. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, AGENCY shall submit copies of all required

insurance policies, including endorsements affecting the coverage required by these specifications.

#### **G. SUBRECIPIENTS AND SUBCONTRACTORS**

AGENCY shall include all subrecipients or subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subrecipient or subcontractor. All coverages for subrecipients or subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. The Participating Agencies are considered subrecipients.

#### **VI. RECORD RETENTION**

A. AGENCY shall maintain all source documents, books and records connected with its performance and all work performed under this Agreement for three (3) years.

B. LACMTA, and/or its designee, shall have the right to conduct audits of the Project as needed. AGENCY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). AGENCY shall reimburse LACMTA for any expenditure not in compliance with this Agreement. The allowability of costs for AGENCY's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for AGENCY's contractors, consultants and suppliers expenditures submitted to LACMTA through AGENCY's Quarterly Progress Reports and Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require AGENCY to return monies to LACMTA, AGENCY agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

#### **VII. COMMUNICATIONS**

A. AGENCY shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

B. For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

C. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

D. AGENCY shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

E. The LACMTA Project Manager shall be responsible for monitoring AGENCY compliance with the terms and conditions of this Section. AGENCY failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

## **VIII. DEFAULT**

A Default by AGENCY under this Agreement is defined as any one or more of the following:

1. AGENCY fails to comply with the terms and conditions contained in this Agreement; or
2. AGENCY fails to perform satisfactorily any of the responsibilities identified in Attachment A.

## **IX. REMEDIES**

A. In the event of a Default by AGENCY, LACMTA shall provide written notice of such Default to AGENCY with a 30-day period to cure the Default. In the event that AGENCY fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to AGENCY; and/or (iii) LACMTA may recover from AGENCY any funds disbursed to AGENCY as allowed by law or in equity.

B. Effective upon receipt of written notice of termination from LACMTA, AGENCY shall not undertake any new work or obligation with respect to this Agreement.

C. The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

D. In the event of any termination, LACMTA shall reimburse AGENCY for properly invoiced work performed prior to the date of termination.

#### **X. ASSIGNMENT OF AGREEMENT**

A. AGENCY is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of LACMTA, which shall not be unreasonably withheld. All AGENCY and Participating Agencies' agents, contractors and subcontractors directly working on and receiving monies from this Agreement require prior written approval by LACMTA and shall be bound by the terms of this Agreement.

#### **XI. MISCELLANEOUS**

A. California State law shall govern this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless any of the stated purposes of the Agreement would be defeated.

B. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

C. This Agreement contains the entire understandings between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of the Agreement.

D. The covenants and agreements of this Agreement shall inure to the benefits of, and shall be binding upon, each of the Parties and their respective successors and assignees.

E. Both Parties shall comply with all applicable laws, regulations and policies.

F. Neither AGENCY nor LACMTA shall assign this Agreement, or any part thereof, without the written consent of the other party. Any assignment without such written consent shall be void and unenforceable.

G. Any notice required or permitted under this Agreement shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

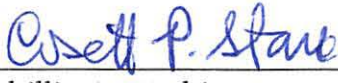
Fanny Pan, Senior Director  
Transit Corridors Planning Division  
Countywide Planning and Development Department  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, Mailstop: 99-22-4  
Los Angeles, CA 90012

Jack Joseph, Deputy Executive Director  
Gateway Cities Council of Governments  
16401 Paramount Blvd.  
Paramount, CA 90723

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:   
for Phillip A. Washington  
Chief Executive Officer

Date: 10/6/17

APPROVED AS TO FORM:


MARY C. WICKHAM  
County Counsel

By:   
Deputy

Date: 10/3/17

AGENCY:

GATEWAY CITIES COUNCIL OF GOVERNMENTS

By:   
Johnny Pineda  
President

Date: 10-4-17

APPROVED AS TO FORM:

By:  for  
Richard D. Jones  
General Counsel

Date: 10/4/17

## ATTACHMENT A COLLABORATIVE EFFORT FRAMEWORK AND SCOPE OF WORK

### Parties to the Collaborative Effort

1. LACMTA – Los Angeles County Metropolitan Transportation Authority
2. AGENCY - Gateway Cities Council of Governments
3. Participating Agencies:
  - Eco-Rapid Transit JPA (the City of Bellflower will act as the fiscal agent for processing of expenditures per the existing Memorandum of Understanding between Eco-Rapid Transit JPA and City of Bellflower); and
  - Participating Cities: Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon. (City of Cerritos chooses not to participate.)

### Background

- June 2016 –A “near-term” Funding Agreement not-to-exceed \$230,800 was entered into between LACMTA and the AGENCY (led by Eco-Rapid Transit JPA) to conduct Sustainable TOC Predevelopment and Planning activities, including Conceptual Station Area Land Use Planning Studies for stations in Cerritos, South Gate and Paramount, and Visioning Planning Studies for the City of Vernon Station.
- Eco-Rapid Transit JPA’s members (Artesia, Bellflower, and Downey) have received LACMTA TOD Grants and are in process of preparing station area plans.
- September 2016 - the LACMTA Board authorized entering into an agreement with the AGENCY for participation in the Project in the amount not-to-exceed \$700,000.
- October 2016 – FTA awarded TOD Planning Pilot Program Grant to LACMTA to conduct the WSAB Transit Corridor TOD Strategic Implementation Plan in partnership with the City of South Gate and the Eco-Rapid Transit JPA.

### Familiarity Required Existing and Pending Complementary Reference Material

The goal of the Collaborative Effort framework is to create consistency in all studies and activities relating to the Project and avoid duplication of efforts. In developing studies and activities relating to the Project, AGENCY and each Participating Agency shall be familiar with existing and pending complementary reference material as set forth herein, and all scopes of work will be reviewed and approved by LACMTA.

1. Approach and Scope of Work (SOW)



- The development of a SOW shall consider, and to the extent practicable, build upon the framework developed in the WSAB Sustainable Transit Corridor – Phase 1 Near-term Agreement regarding pre-development Transit-oriented Communities (FA#: 920000000FAGCCG02). To the extent practicable, all work shall be coordinated with the preparation of the Project and complement the recommendations and findings from prior studies and documents applicable to the Project, including the WSAB TOD Handbook; Caltrans Environmental Justice Assessment; South Gate Station Conceptual Plan; Bellflower Mixed Use Zone Plan; Cerritos Station TOD District; Huntington Park Focused General Plan Update; Rancho Los Amigos South Campus Specific Plan; Bellflower Station Specific Plan; Artesia International Downtown Specific Plan; AECOM Land Use Studies located in Cudahy, Downey, South Gate, and Huntington Park; Conceptual Land Use Planning Studies for stations in Cerritos, South Gate, and Paramount; and Visioning Planning Studies for the City of Vernon Station.
  - An FTA-awarded TOD Planning Pilot Program Grant for the WSAB Transit Corridor TOD Strategic Implementation Plan is available as a reference and resource. A separate partnership agreement is anticipated to be executed for work related to this grant.
2. Prior Studies to Reference and Integrate as Available Information to Assist in Project Coordination Efforts
- 2011-2015 – \$276,000 FHWA Pass-through Grant for AECOM Land Use Studies for stations located in Cudahy, Downey, South Gate, and Huntington Park.
  - 2011 -2013 - \$213,840 Caltrans Environmental Justice Planning Grant that assessed community impacts and addressed environmental justice goals and objectives relative to the development of the OLDA transit corridor. The project focused on providing regional connectivity to cities located in the project area with surrounding communities. It included the cities of South Gate, Huntington Park, Bell, Cudahy, Maywood and Bell Gardens. LACMTA, AGENCY and Participating Agencies agree to consider or include the environmental justice goals as addressed by the Caltrans Environmental Justice Plan.
  - 2012-2015 – Eco-Rapid Transit JPA and member cities have received \$1.8 million in TOD planning grant funded by a combination of Measure R 2% and Measure R 3% funds for the WSAB TOD Handbook, Huntington Park Focused General Plan Update, Rancho Los Amigos South Campus Specific Plan, Bellflower Station Specific Plan, and the Artesia International Downtown Specific Plan.
  - Cities have received SCAG COMPASS and Sustainability Planning Grants for projects in South Gate, Bellflower and Cerritos.
3. Coordination with Environmental Study (Project)

- Both the TOC and EIS/EIR must recognize that light rail is the build alternative under study. It will be critical that work related to the TOC be closely coordinated with the Project directed for analysis by the Board in September 2016, with respect to the opportunities resulting from the light rail alignment and stations on land use. This will ensure that:
  - a) key assumptions regarding the project's cost, scope and schedule that may emerge from the Environmental Study (Project) are aligned with the TOC scope, as the planning and implementation of viable Transit Oriented Developments necessarily pivots on the scope and timing of the transit investment at its core, such that putting in place the framework for TOC in preparation for the light rail investment maximizes the opportunity; and
  - b) outreach activities with the community, essential to both the environmental study and TOC efforts are optimized, in coordination with LACMTA's outreach activities, to ensure that input of the community is appropriately reflected in both efforts.

#### Roles and Responsibilities of AGENCY, Participating Agencies, and LACMTA

##### 1. AGENCY

- Review invoices and quarterly reports of the Participating Agencies for accuracy and compliance with the terms of the Agreement.
- Submit invoices and quarterly reports in a timely manner to LACMTA for itself and on behalf of the Participating Agencies.
- Facilitate, in a manner approved by the LACMTA Project Manager and within the approved budget for AGENCY participation, the Participating Agencies in completing the scope of work of the Agreement.

##### 2. Participating Agencies

- Perform activities relating to the scope of work of the Agreement in compliance with all terms and provisions of the Agreement.
- Support and facilitate LACMTA on outreach activities
- Timely prepare and submit to AGENCY invoices and quarterly reports, as well as any other record required by the Agreement.
- Coordinate with LACMTA and its member agencies within the Project area
- Work with LACMTA in a collaborative manner in conducting tasks, roles and responsibilities required by the Agreement.

##### 3. LACMTA

- Lead agency, Project owner and Project manager.
- Outreach activities lead.

- Public “face” of the Project and outreach activities.
- Provide funding and make timely payments as set forth in the Agreement.

### Communication

#### 1. Collaborative Effort Protocol

- **Project Team Meetings:** LACMTA will convene internal project team meetings for purposes of overseeing Project management and Project coordination. These are internal and confidential meetings that are only open to Eco-Rapid Transit JPA upon invitation by LACMTA. These meetings are intended to discuss consultant performance, schedules, other activities including draft materials and discussions not to be discussed or disseminated with other parties without the express consent of LACMTA. LACMTA recognizes the value of coordination and Eco-Rapid Transit JPA as a resource in furthering the Project.
- **AGENCY and Participating Agencies** shall limit meeting attendees to necessary participants who actively participate by way of providing useful information for the Project, and serve a vital coordination role during or resulting from the meeting.
- **Formation of Committees** to facilitate timely communication and effective decisions:
  - **Technical Advisory Committee (TAC)** – The LACMTA-led TAC will hold coordinated meetings and regular working group meetings. The TAC consists of task-appropriate managers and technical staff from LACMTA, AGENCY, and Participating Agencies.
  - **Policy and Oversight Committee (POC)** – The POC will provide input to the TAC. The POC will oversee activities to assure the project stays on schedule and milestones are met. The POC will consist of LACMTA’s Senior Executive Officer and Executive Officer, and Eco-Rapid Transit JPA’s Executive Director or Designee(s). Policy direction as needed will be provided by LACMTA’s Chief Planning Officer, and Eco-Rapid Transit JPA’s Executive Director and Designee.

#### 2. Communication Points of Contact

- All communication to LACMTA shall be to both the Project Manager as Project lead and Communications Project Manager as communications lead.
- All communications to AGENCY that are not notices pursuant to the Agreement and/or Eco-Rapid Transit JPA shall be to Eco-Rapid Transit JPA’s Executive Director or designee.

#### 3. Collaborative Working Relationship Established

- Parties acknowledge, understand and agree that a collaborative working relationship promotes the interests of all parties to the Collaborative Effort in achieving common Project goals. Concerns, problems, or conflicts in with regard

to the working relationship in administering the Agreement shall first be communicated to the points of contact above. If still needed, Parties and Participating Agencies will elevate issues to LACMTA's supervising Senior Executive Officer for resolution and advise the points of contact accordingly. This protocol applies to the AGENCY and the Participating Agencies.

### Schedule/Timeline

AGENCY and Participating Agencies must coordinate with LACMTA throughout the Project schedule.

### Judicious Use of Monies

Parties understand and agree that the monies allocated in this Agreement shall be expended consistent with the terms and conditions of the Agreement. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. AGENCY, Participating Agencies and LACMTA will collaborate and agree upon work tasks and receive LACMTA's approval of work before undertaking it to ensure a mutual understanding of judiciously using monies.

### Collaborative Effort Scope of Work:

- Pursuant to Item 12D approved by the LACMTA Board of Directors at its September 22, 2016 meeting, AGENCY will provide third party administration services, pursuant to the terms of the Agreement, for the Cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon to participate in the environmental clearance study for the West Santa Ana Branch Transit Corridor, led by Eco-Rapid Transit JPA. AGENCY's third party administration will include the management of the \$700,000 Project funds, as allocated below, to support the Participating Cities' review of environmental documents and technical report deliverables resulting from Project work and participation on the Project Technical Advisory Committee (TAC)/Working Group (WG) in support of the Project. Participating Agencies and LACMTA should collaborate and agree upon appropriate TAC meetings.
- AGENCY and Participating Agencies will perform the AGENCY roles and responsibilities outlined above.

Project Funding Allocation (not to exceed):

	Budget
Gateway Cities COG (AGENCY)	\$100,000
Artesia	\$ 28,000
Bell	\$ 17,000
Bellflower	\$ 44,000
Bellflower – Eco-Rapid Transit JPA	\$298,000
Bell Gardens	\$ 12,000
Cudahy	\$ 22,000
Downey	\$ 24,000
Huntington Park	\$ 28,000
Lakewood	\$ 8,000
Lynwood	\$ 12,000
Maywood	\$ 17,000
Paramount	\$24,000
South Gate	\$ 28,000
Vernon	\$ 28,000
Remaining Funds for AGENCY and LACMTA to mutually determine how to distribute to the above	\$ 10,000
<b>Total</b>	<b>\$ 700,000</b>



Metro

**Board Report**

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

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**File #:** 2016-0175, **File Type:** Motion / Motion Response**Agenda Number:** 32.1

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**REGULAR BOARD MEETING  
FEBRUARY 25, 2016****Motion by:****Directors Knabe, DuBois, Garcetti and Solis**

February 25, 2016

**Item 32, File ID 2016-0021****West Santa Ana Branch Transit Corridor (Eco-Rapid Transit Project)  
Creating Sustainable Transit Oriented Communities**

Measure R includes the West Santa Ana Branch (Eco-Rapid Transit) Transit Corridor. This project runs 20 miles from the City of Artesia in Southeast Los Angeles County and continues through the cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Los Angeles, Maywood, Paramount, South Gate, and Vernon.

The cities along this alignment are committed to supporting the implementation of this corridor and have come together in the Eco-Rapid Transit Joint Powers Authority whose mission is to pursue the development of an environmentally friendly energy efficient addition to the Los Angeles County transit system.

This addition to the LA County transit system will enhance and increase transportation options for the residents of the member cities, provide access to employment in other parts of the County and improve the quality of life for all area residents including those cities that have been designated "Disadvantaged Communities by the CalEPA EnviroScreen (SB 535 - De Leon Chapter 830, Statue of 2012).

The Los Angeles County Metropolitan Transportation Authority (MTA) is undertaking environmental studies in preparation for their development of the West Santa Ana Branch transit corridor.

Eco-Rapid Transit JPA, building on the Los Angeles County Economic Development Strategy and the Eco-Rapid Design Guidelines, is desirous of working directly with the communities along the corridor to develop a consistent set of development standards, practices, and sustainability objectives to encourage and incentivize new transit oriented developments throughout the West Santa Ana Branch transit corridor. This work will improve the ability of corridor jurisdictions to attract other funding to carry out identified public infrastructure improvements.

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Eco-Rapid Transit will manage the preparation of local development plans and policies to incorporate specific Sustainable Development targets including an evaluation of existing systems-electric, water, storm water, sewage, fiber (data) to identify opportunities to modify existing facilities to create state-of-the-art infrastructure that addressed the needs of these Environmental Justice areas. Additionally, the project will identify opportunities in existing transport facilities to identify changes within the corridor that could support increased mode share shifts from vehicles to transit, enhance active transportation opportunities, improve first and last mile connections and related design changes in housing, economic development, parking that better supports achieving the sustainability targets.

**APPROVE Motion by Knabe, DuBois, Garcetti and Solis that:**

- A. The CEO return to the Board of Directors within 60 days with a budget (not to exceed \$18 million), scope of work, potential funding sources and community engagement strategy Measure R funds in the amount of \$18 million be allocated for the purpose of pursuing Transit Oriented Communities (TOC) predevelopment and planning activities, in coordination with the City and County of Los Angeles as well as the Eco-Rapid Transit and Gateway Cities Council of Governments, for the West Santa Ana Branch Project. alignment and communities; and
- B. ~~Metro Staff work with the Gateway Cities Council of Governments or the Eco-Rapid Transit JPA to implement this program.~~



# Metro

## Board Report

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

File #:2016-0571, File Type:Contract

Agenda Number:12.

### PLANNING AND PROGRAMMING COMMITTEE SEPTEMBER 14, 2016

**SUBJECT: WEST SANTA ANA BRANCH TRANSIT CORRIDOR**

**ACTION: AWARD PROFESSIONAL SERVICES CONTRACTS**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. AWARD AND EXECUTE a four-year firm fixed price Contract No. AE5999300 to Parsons Brinckerhoff, Inc., inclusive of all options, in the amount of up to \$12,189,477 to complete the environmental clearance study for the **West Santa Ana Branch (WSAB) Transit Corridor**.
- B. APPROVE contract modification authority specific to Contract No. AE5999300 in the amount of \$1,828,422 (15%) due to the complexity of the environmental clearance study;
- C. AWARD AND EXECUTE a four-year firm fixed price Contract No. PS2492300 to Arellano Associates, LLC, inclusive of all options, in the amount of up to \$861,067 to perform the environmental clearance study community outreach for the WSAB Transit Corridor; and
- D. APPROVE entering into a four-year Funding Agreement (FA) with the Gateway Cities Council of Governments (COG), to be led by the Eco-Rapid Transit Joint Powers Authority (JPA) for WSAB Transit Corridor Third Party Administration to work with the 13 cities along the corridor for participation in the environmental clearance study, in an amount not-to-exceed \$700,000.

#### **ISSUE**

In February 2013, the Southern California Association of Governments (SCAG) approved the WSAB Alternative Analysis (AA) Study for the 40-mile corridor from the City of Santa Ana in Orange County to Los Angeles Union Station (LAUS). The approved SCAG AA Study eliminated from further consideration Bus Rapid Transit (BRT), Streetcar and low-speed MagLev, leaving Light Rail Transit (LRT) as the recommended mode. In September 2015, the Metro Board received the WSAB Transit Corridor Technical Refinement Study that focused on five specific challenges identified by the SCAG AA. The Los Angeles County portion of the WSAB Transit Corridor extends 20 miles from the City of Artesia to the LAUS. Attachment B shows the corridor's Study Area map. The WSAB Transit Corridor is ready to enter into the environmental clearance phase. Currently, the WSAB Transit Corridor is anticipated to be LRT.



The base contract for both the environmental clearance study and community outreach contracts is to complete the Draft Environmental Impact Report (EIR) pursuant to California Environmental Quality Act (CEQA) requirements. These contracts also include two scenarios and options: Scenario 1, if Measure M passes on November 8<sup>th</sup>, Metro will seek FTA approval to complete the Environmental Impact Statement (EIS) pursuant to National Environmental Policy Act (NEPA) requirements concurrently with the EIR. Under Scenario 1, there are two options. Option 1 is to complete the Draft EIS concurrently with the Draft EIR with Option 2 being the completion of the Final EIR/EIS. The contract amount for this scenario for the environmental clearance study is \$10,621,708 and the contract for community outreach is \$646,035.24. If Measure M does not pass, Metro may pursue completing the NEPA as an option after completion of CEQA (Scenario 2). Under Scenario 2, there are three options. Option 1 is to complete the Final EIR. Option 2 is to complete the Draft EIS. Option 3 is to complete the Final EIS. The difference between Scenario 1 and 2 is that the CEQA and NEPA process can be done either concurrently or sequentially depending on the outcome of the Measure M. Board approval of the environmental clearance study and community outreach contracts is needed in order to proceed.

In February 2016, the Board directed that a budget (not to exceed \$18 million) be allocated for the purpose of pursuing Sustainable Transit-Oriented Communities (TOC) predevelopment and planning activities for the WSAB Transit Corridor. Staff is also requesting authorization to execute the not to exceed \$700,000 FA with the Gateway Cities COG for Third Party Administration work. This \$700,000 is part of the not to exceed \$18 million directed by the Board as the work on the environmental study will be affiliated with the predevelopment and planning activities for the WSAB Sustainable TOC corridor.

## **DISCUSSION**

### **Background**

The WSAB Transit Corridor is one of the 12 Measure R Transit Corridor projects with \$240 million earmarked for the project. The project is contained in Metro's 2009 Long Range Transportation Plan (LRTP) for a total of \$649 million, including Measure R dollars earmarked for the project, Proposition C 25% and savings from the I-5 South Construction Project (Measure R 20%). The Measure M Expenditure Plan being considered by voters on November 8<sup>th</sup> includes the project with a start date of Fiscal Year (FY) 2022.

The WSAB Transit Corridor stretches approximately 20 miles from the City of Artesia to LAUS, which uses eight miles of Metro-owned abandoned Pacific Electric Rail right-of-way (ROW) from the Los Angeles/Orange County border north to the City of Paramount. It extends 12 miles north of the City of Paramount to LAUS via a combination of local streets and privately owned rail ROW. Of these 12 miles, the route from the City of Huntington Park to LAUS is not yet determined and will be further evaluated in the environmental study (approximately six miles).

### **Environmental Study and Community Outreach Contracts**

The environmental study consultant will conduct the required technical analysis to environmentally clear the WSAB Transit Corridor, including the selection of a Locally Preferred Alternative (LPA).

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Community outreach activities will be conducted through a separate, but parallel contract. The outreach consultant will facilitate and implement the Community Participation Program required for the environmental clearance. Outreach will take into account the diverse communities within the study area, with outreach efforts conducted bilingually in both English and Spanish.

#### Third Party Administration

The Third Party Administration FA will reimburse the Gateway Cities COG, Eco-Rapid Transit JPA and 13 participating corridor cities for their staff to review deliverables and participate in the environmental clearance study.

#### **DETERMINATION OF SAFETY IMPACT**

These actions will not have any impact on the safety of our customers and/or employees.

#### **FINANCIAL IMPACT**

The FY 2016-17 budget includes \$1,000,000 in Cost Center 4370, Project 460201 (WSAB Transit Corridor). Since these are multi-year contracts, the Cost Center Manager and Chief Planning Officer will be responsible for budgeting in future years.

#### Impact to Budget

The funding for this project is from Measure R 35%. As these funds are earmarked for the WSAB Transit Corridor project, they are not eligible for Metro bus and rail capital and operating expenditures.

#### **ALTERNATIVES CONSIDERED**

The Board could consider deferring initiation of the environmental phase until after the outcome of the November 8<sup>th</sup> election on Measure M is known or completing the environmental clearance study and outreach activities using in-house resources. Neither of these options is recommended as there are insufficient in-house resources to conduct a study of this magnitude. In addition, the recommended contractors have the technical expertise and qualifications to complete this work within the negotiated price.

#### **NEXT STEPS**

Upon Board approval, staff will execute the contracts with Parsons Brinckerhoff, Inc. and Arellano Associates, LLC and initiate work. In addition, staff will execute the FA with the Gateway Cities COG for the Third Party Administration work.

#### **ATTACHMENTS**

Attachment A-1 - Procurement Summary AE5999300

Attachment A-2 - Procurement Summary PS2492300

Attachment B - West Santa Ana Branch Transit Corridor Study Area Map

Attachment C-1 - DEOD Summary for A-1

Attachment C-2 - DEOD Summary for A-2

Prepared by: Teresa Wong, Senior Manager, (213) 922-2854  
Fanny Pan, Senior Director, (213) 922-3070  
David Mieger, Executive Officer, (213) 922-3050  
Renee Berlin, Senior Executive Officer, (213) 922-3035

Reviewed by: Therese McMillan, Chief Planning Officer, (213) 922-7077  
Debra Avila, Chief Vendor/Contract Management, (213) 418-3051

## PROCUREMENT SUMMARY

WEST SANTA ANA BRANCH TRANSIT CORRIDOR ENVIRONMENTAL  
STUDY/AE5999300

1.	<b>Contract Number:</b> AE5999300	
2.	<b>Recommended Vendor:</b> Parsons Brinckerhoff, Inc.	
3.	<b>Type of Procurement</b> (check one): <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input checked="" type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> February 5, 2016	
	<b>B. Advertised/Publicized:</b> February 4, 2016	
	<b>C. Pre-Proposal Conference:</b> February 16, 2016	
	<b>D. Proposals Due:</b> March 14, 2016	
	<b>E. Pre-Qualification Completed:</b> September 9, 2016	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> July 14, 2016	
	<b>G. Protest Period End Date:</b> September 21, 2016	
5.	<b>Solicitations Picked up/Downloaded:</b> 84	<b>Proposals Received:</b> 3
6.	<b>Contract Administrator:</b> Sonja Gettel	<b>Telephone Number:</b> (213) 922-7558
7.	<b>Project Manager:</b> Fanny Pan	<b>Telephone Number:</b> (213) 922-3070

**A. Procurement Background**

This Board Action is to approve Contract No. AE5999300 issued to provide the services to environmentally clear the Metro West Santa Ana Branch (WSAB) Transit Corridor Project.

This acquisition is predicated on one of two scenarios that will take place after the vote for Measure M is tallied on November 8, 2016. Scenario 1 (inclusive of two options) is based on Measure M passing and will enable Metro to seek FTA approval to complete the Environmental Impact Statement (EIS) pursuant to National Environmental Policy Act (NEPA) requirements concurrently with the Environmental Impact Report (EIR). Scenario 2 (inclusive of three options) is based on Measure M not passing, which will require, should Metro choose as an alternative, pursuing completion of the EIS as an option; after completion of the EIR per California Environmental Quality Act (CEQA) requirements.

In summary, the difference between Scenario 1 and 2 is that the EIS will be performed either concurrently with the EIR (Scenario 1 inclusive of two options), or sequentially, after completion of the EIR (Scenario 2 inclusive of three options); hence, the difference in price.

Scenario 2 (\$12,189,477) is a higher cost than Scenario 1 (\$10,621,708). Should ballot Measure M pass, the price of this acquisition will automatically revert to the lower cost of Scenario 1.

This is an Architectural and Engineering (A&E) qualifications based Request for Proposals (RFP) issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price. Price cannot be used as an evaluation factor pursuant to state and federal law. This RFP was issued with a Race Conscious Disadvantaged Business Enterprise (DBE) goal of 25%.

One amendment was issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on February 26, 2016, provided responses to questions received, documents related to the pre-proposal conference, the planholders list and extended the proposal due date to March 14, 2016.

A pre-proposal conference was held on February 16, 2016, attended by 26 participants representing 19 firms. There were 13 questions asked and responses were provided prior to the proposal due date.

A total of 84 firms downloaded the RFP and those firms were included on the planholders' list. A total of three proposals were received on March 14, 2016.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Metro's Planning Department and Southern California Association of Governments (SCAG) was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- |                                                                            |     |
|----------------------------------------------------------------------------|-----|
| • Experience and Capabilities of the Firm                                  | 25% |
| • Experience and Capabilities of the Personnel                             | 30% |
| • Effectiveness of the Work Plan                                           | 15% |
| • Understanding of Work and Appropriateness of Approach for Implementation | 30% |

The evaluation criteria are appropriate and consistent with criteria developed for other, similar A&E procurements. Several factors were considered when developing the weights, giving the greatest importance to the experience and capabilities of the personnel and the understanding of work and appropriateness of approach for implementation.

During March 23, 2016 through April 28, 2016, the PET completed its independent evaluations of the three proposals received. All three proposals were determined to be within the competitive range and are listed below in alphabetical order:

1. AECOM Technical Services, Inc. (AECOM)
2. Hatch Mott MacDonald, LLC (HMM)
3. Parsons Brinckerhoff, Inc. (PB)

During the interviews on May 17, 2016, the firms' project manager and key team members had an opportunity to present each team's qualifications and respond to the PET's questions. In general, each team's presentation addressed the requirements of the RFP, experience with all aspects of the required tasks and stressed each firm's commitment to the success of the project. Also highlighted were coordination plans, significant challenges and solutions, team structure and flexibility, and the PM's experience with the subcontractors.

The final scoring, after interviews, determined PB to be the highest technically qualified firm.

#### **Qualifications Summary of Recommended Firm**

PB has extensive experience in environmental professional services. PB has prepared environmental documentation for virtually every LRT project in Los Angeles County and has led and completed environmental clearance studies for the Crenshaw/LAX Transit Corridor and the Westside Subway Extension (Measure R transit corridor projects), both of which are currently under construction. In addition, they are part of ConnectLA Joint Venture and are preparing the environmental document for the Airport Metro Connector, another Measure R transit project.

PB's subcontractor, Terry A. Hayes Associates (TAHA), will serve as the Environmental Lead bringing 42 years of experience to the project. TAHA has a record in developing strong documentation for projects that have achieved environmental clearance and are already constructed.

As part of PB's team, the Travel Demand Lead developed the travel forecasting model that Metro is currently using for its corridor studies and environmental documentation. She has completed more forecasts for Metro than any other contractor, with some of the most recent being the Westside Purple Line Extension, Regional Connector Transit Corridor, Airport Metro Connector and East San Fernando Valley Rapidway. Additionally, she has also been involved in the development, calibration and testing of demand models with the Los Angeles County Corridors Base Model 2009 for as one of her most recent examples.

The following is a summary of the PET evaluation scores:

1	FIRM	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>Parsons Brinckerhoff, Inc.</b>				
3	Experience and Capabilities of Firms on the Team	86.52	25.00%	21.63	
4	Experience and Capabilities of Personnel	80.00	30.00%	24.00	
5	Effectiveness of Management Plan	84.00	15.00%	12.60	
6	Understanding of Work and Appropriateness of Approach for Implementation	83.33	30.00%	25.00	
7	<b>Total</b>		<b>100.00%</b>	<b>83.23</b>	<b>1</b>
8	<b>AECOM Technical Services, Inc.</b>				
9	Experience and Capabilities of Firms on the Team	81.52	25.00%	20.38	
10	Experience and Capabilities of Personnel	75.00	30.00%	22.50	
11	Effectiveness of Management Plan	76.53	15.00%	11.48	
12	Understanding of Work and Appropriateness of Approach for Implementation	78.33	30.00%	23.50	
13	<b>Total</b>		<b>100.00%</b>	<b>77.86</b>	<b>2</b>
14	<b>Hatch Mott MacDonald</b>				
15	Experience and Capabilities of Firms on the Team	73.00	25.00%	18.25	
16	Experience and Capabilities of Personnel	72.50	30.00%	21.75	
17	Effectiveness of Management Plan	70.53	15.00%	10.58	
18	Understanding of Work and Appropriateness of Approach for Implementation	72.50	30.00%	21.75	
19	<b>Total</b>		<b>100.00%</b>	<b>72.33</b>	<b>3</b>

### C. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon Metro's Management and Audit Services, an independent cost estimate (ICE), cost analysis, technical analysis, fact finding, and negotiations.

The difference between the ICE and the negotiated amount is, in part, due to a lower number of jurisdictions, stakeholders and third parties included in the ICE. In addition, minimum requirements were projected for (1) conceptual engineering and urban design and (2) environmental analysis and documentation. Metro's project manager and technical advisors reviewed PB's hours and determined the proposed level of effort was reasonable for the successful completion of the scope of work. In

comparison to the firm's original proposal, the negotiated amounts represent a savings of \$4,561,256 for Scenario 1 and \$4,178,540 for Scenario 2.

Proposer Name	Scenario	Proposal Amount	Metro ICE	Negotiated Amount
Parsons Brinckerhoff, Inc.	1	\$15,182,964	\$6,896,585	\$10,621,708
Parsons Brinckerhoff, Inc.	2	\$16,368,017	\$7,744,098	\$12,189,477

**D. Background on Recommended Contractor**

The recommended firm, Parsons Brinckerhoff, Inc. (PB), has been in business for 130 years. PB is one of the world's leading professional services consulting firms with expertise in environmental and engineering services, amongst others. They have been serving the Los Angeles region for four decades and their local office in downtown Los Angeles will be performing this work.

The proposed team is comprised of staff from PB and eleven subcontractors, nine of which are DBE certified. The PM has experience leading the preparation of environmental documents, bringing more than 20 years of transit experience within the Los Angeles metropolitan area. Her particular experience encompasses the management, planning, design and construction of major rail projects, including light, heavy and commuter rail systems, rail stations and rail yards.



## PROCUREMENT SUMMARY

WEST SANTA ANA BRANCH TRANSIT CORRIDOR COMMUNITY OUTREACH  
PS2492300

1.	<b>Contract Number:</b> PS2492300	
2.	<b>Recommended Vendor:</b> Arellano Associates, LLC	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> February 5, 2016	
	<b>B. Advertised/Publicized:</b> February 4, 2016	
	<b>C. Pre-Proposal/Pre-Bid Conference:</b> February 18, 2016	
	<b>D. Proposals/Bids Due:</b> March 7, 2016	
	<b>E. Pre-Qualification Completed:</b> June 20, 2016	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> March 7, 2016	
	<b>G. Protest Period End Date:</b> September 21, 2016	
5.	<b>Solicitations Picked up/Downloaded:</b> 45	<b>Bids/Proposals Received:</b> 4
6.	<b>Contract Administrator:</b> Lily Lopez	<b>Telephone Number:</b> (213) 922-4639
7.	<b>Project Manager:</b> Fanny Pan	<b>Telephone Number:</b> (213) 922-3070

**A. Procurement Background**

This Board Action is to approve Contract No. PS2492300 issued in support of the West Santa Ana Branch (WSAB) Transit Corridor Project to provide outreach to facilitate and implement a Community Participation Program for the environmental analysis and documentation.

This acquisition is predicated on one of two scenarios that will take place after the vote for Measure M is tallied on November 8, 2016. Scenario 1 (inclusive of two options) is based on Measure M passing and will enable Metro to seek FTA approval to complete the Environmental Impact Statement (EIS) pursuant to National Environmental Policy Act (NEPA) requirements concurrently with the Environmental Impact Report (EIR). Scenario 2 (inclusive of three options) is based on Measure M not passing, which will require, should Metro choose as an alternative, pursuing completion of the EIS as an option; after completion of the EIR per California Environmental Quality Act (CEQA) requirements. The RFP requested firms to provide pricing for each scenario.

In summary, the difference between Scenario 1 and 2 is that the EIS will be performed either concurrently with the EIR (Scenario 1 inclusive of two options), or sequentially, after the completion of the EIR (Scenario 2 inclusive of three options).

Scenario 2 (\$861,067) is a higher cost than Scenario 1 (\$646,035). Should ballot Measure M pass, the price of this acquisition will automatically revert to the lower cost of Scenario 1.

The RFP was issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price. The RFP was issued under the Small Business Set-Aside Program and was open to Metro Certified Small Businesses only.

Two amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on February 25, 2016, provided responses to questions received and the pre-proposal conference related documents; and
- Amendment No. 2, issued on February 29, 2016, provided responses to questions received.

A pre-proposal conference was held on February 18, 2016, attended by 10 participants representing seven companies. There were seven questions asked and responses were released prior to the proposal due date.

A total of 45 firms downloaded the RFP and were included in the planholders' list. A total of four proposals were received on March 7, 2016.

## **B. Evaluation of Proposals**

The Proposal Evaluation Team (PET) consisting of staff from Metro's Community Relations and Planning departments and Southern California Association of Governments was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- |                                                                                                                 |            |
|-----------------------------------------------------------------------------------------------------------------|------------|
| • Experience of Team Skills                                                                                     | 30 percent |
| • Experience and Capabilities of Key Personnel on the Contractor's Team                                         | 25 percent |
| • Understanding of Work and Appropriateness of Approach for Implementation and Effectiveness of Management Plan | 25 percent |
| • Cost Proposal                                                                                                 | 20 percent |

The evaluation criteria are appropriate and consistent with criteria developed for other, similar procurements for professional services. Several factors were considered when developing these weights, giving the greatest importance to experience of team skills.

The Diversity & Economic Opportunity Department (DEOD) reviewed the firms that submitted proposals in order to confirm their Metro Small Business Enterprise (SBE) certification status. All four proposals received were deemed eligible Metro SBE certified firms and are listed below in alphabetical order:

1. Arellano Associates, LLC (Arellano)
2. MBI Media
3. Saucedo Group
4. The Sierra Group

During the week of April 11, 2016, the PET completed its independent evaluation of the four proposals. The PET determined that two proposers were outside the competitive range and were not included for further consideration. The proposals did not demonstrate thorough understanding of the project, scenarios and options were not addressed, did not thoroughly address all statement of work requirements or demonstrate having the required experience on projects similar in scale.

The remaining two proposers determined to be within the competitive range are listed below in alphabetical order:

1. Arellano
2. The Sierra Group

On May 2, 2016, oral presentations were held with both firms within the competitive range. The project manager and key team members from each firm were invited to present their firm's respective qualifications and respond to the PET's questions. At the conclusion of the oral presentations, Arellano was determined to be the highest rated proposer for each Scenario.

#### **Qualifications Summary of Firms Within the Competitive Range:**

##### **ARELLANO**

Arellano is a Metro-certified SBE firm with demonstrated outreach experience, including multiple Gateway Cities project. The firm also has outreach experience in EIR/S, Bicycle Master Plan, Capital Improvement Program, Feasibility Study, etc. Additionally, the firm has an understanding of Los Angeles County's diverse and multilingual stakeholders and transportation issues and demonstrated how the team would effectively coordinate with Metro, County of Los Angeles cities, elected offices, local residents and businesses and thoroughly explained how each scenario and options would be executed successfully.

##### **THE SIERRA GROUP**

The Sierra Group is a Metro-certified SBE firm with demonstrated outreach experience, including Metro projects, I-710 EIR/EIS (as a subcontractor), Purple Line EIR/EIS (as a subcontractor), and East San Fernando Valley. The firm has

experience with the environmental review process, outreach approaches, and project area and a good understanding of the diversity and outreach strategies needed for WSAB communities. The firm lacked a thorough understanding of the project, and the scenarios and options were not addressed in detail.

A summary of the PET scores for each scenario is provided below:

**Scenario 1 - Passage of Sales Tax Initiative**

<b>1</b>	<b>Firm</b>	<b>Average Score</b>	<b>Factor Weight</b>	<b>Weighted Average Score</b>	<b>Rank</b>
<b>2</b>	<b>Arellano</b>				
<b>3</b>	Experience of Team Skills	90.00	30.00%	27.00	
<b>4</b>	Experience and Capabilities of Key Personnel on the Contractor's Team	80.28	25.00%	20.07	
<b>5</b>	Understanding of Work and Appropriateness of Approach for Implementation and Effectiveness Of Management Plan	85.96	25.00%	21.49	
<b>6</b>	Cost Proposal	90.00	20.00%	18.00	
<b>7</b>	<b>Total</b>		<b>100.00%</b>	<b>86.56</b>	<b>1</b>
<b>8</b>	<b>The Sierra Group</b>				
<b>9</b>	Experience of Team Skills	76.80	30.00%	23.04	
<b>10</b>	Experience and Capabilities of Key Personnel on the Contractor's Team	76.36	25.00%	19.09	
<b>11</b>	Understanding of Work and Appropriateness of Approach for Implementation and Effectiveness Of Management Plan	70.32	25.00%	17.58	
<b>12</b>	Cost Proposal	100.00	20.00%	20.00	
<b>13</b>	<b>Total</b>		<b>100.00%</b>	<b>79.71</b>	<b>2</b>

**Scenario 2 - No Sales Tax Initiative**

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>Arellano</b>				
3	Experience of Team Skills	90.00	30.00%	27.00	
4	Experience and Capabilities of Key Personnel on the Contractor's Team	80.28	25.00%	20.07	
5	Understanding of Work and Appropriateness of Approach for Implementation and Effectiveness Of Management Plan	85.96	25.00%	21.49	
6	Cost Proposal	80.00	20.00%	16.00	
7	<b>Total</b>		<b>100.00%</b>	<b>84.56</b>	<b>1</b>
8	<b>The Sierra Group</b>				
9	Experience of Team Skills	76.80	30.00%	23.04	
10	Experience and Capabilities of Key Personnel on the Contractor's Team	76.36	25.00%	19.09	
11	Understanding of Work and Appropriateness of Approach for Implementation and Effectiveness Of Management Plan	70.32	25.00%	17.58	
12	Cost Proposal	100.00	20.00%	20.00	
13	<b>Total</b>		<b>100.00%</b>	<b>79.71</b>	<b>2</b>

**C. Cost Analysis**

The recommended price for both scenarios has been determined to be fair and reasonable based upon Metro's Management and Audit Services Department audit findings, an independent cost estimate (ICE), a technical analysis, a cost analysis, fact finding, and negotiations. The negotiated amounts are a result of scope of work and level of effort clarifications.

The ICE included a higher range for labor and overhead rates. Metro staff successfully negotiated a cost savings of \$272,513 for Scenario 1 and \$305,351 for Scenario 2.

**Scenario 1 - Passage of Sales Tax Initiative**

	Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
1.	Arellano	\$918,548	\$980,785	\$646,035
2.	The Sierra Group	\$834,178	\$980,785	N/A

**Scenario 2 - No Sales Tax Initiative**

	<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
1.	Arellano	\$1,166,418	\$1,475,561.40	\$861,067
2.	The Sierra Group	\$957,552	\$1,475,561.40	N/A

**D. Background on Recommended Contractor**

The recommended firm, Arellano, located in Chino Hills, California, has been in business since 1994. Arellano specializes in public outreach and communications that focuses on public infrastructure, transportation, and community planning programs throughout Southern California. Arellano is a certified Metro SBE, Minority-owned (MBE), Woman-owned (WBE) and Disadvantaged Business Enterprise (DBE). Arellano has experience working with similar projects and has performed satisfactorily on several Metro projects.

West Santa Ana Transit Corridor Study Area Map



**DEOD SUMMARY**  
**WEST SANTA ANA BRANCH TRANSIT CORRIDOR/AE5999300**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 25% Disadvantaged Business Enterprise (DBE) goal for this solicitation. Parsons Brinckerhoff (PB) proposed two Scenarios. PB exceeded the goal by making a 25.03% DBE commitment for Scenario 1, and a 26.12% DBE commitment for Scenario 2.

Scenario 1:

<b>SMALL BUSINESS GOAL</b>	<b>25% DBE</b>	<b>SMALL BUSINESS COMMITMENT</b>	<b>25.03% DBE</b>
	<b>DBE Subcontractors</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	BA Inc.	African American	1.66%
2.	CityWorks Design	Hispanic American	3.68%
3.	Connetics Transportation Group	Asian Pacific American	0.79%
4.	Epic Land Solutions	Caucasian Female	1.18%
5.	Geospatial Professional Services	Asian Pacific American	0.25%
6.	Lenax Construction	Caucasian Female	2.31%
7.	Terry A. Hayes Associates	African American	11.40%
8.	Translink Consulting	Hispanic American	3.76%
<b>Total Commitment</b>			<b>25.03%</b>

Scenario 2:

<b>SMALL BUSINESS GOAL</b>	<b>25% DBE</b>	<b>SMALL BUSINESS COMMITMENT</b>	<b>26.12% DBE</b>
	<b>DBE Subcontractors</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	BA Inc.	African American	1.45%
2.	CityWorks Design	Hispanic American	3.55%
3.	Connetics Transportation Group	Asian Pacific American	0.68%
4.	Epic Land Solutions	Caucasian Female	1.03%
5.	Geospatial Professional Services	Asian Pacific American	0.22%
6.	Lenax Construction	Caucasian Female	2.01%
7.	Terry A. Hayes Associates	African American	13.26%
8.	Translink Consulting	Hispanic American	3.92%
<b>Total Commitment</b>			<b>26.12%</b>



**B. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this contract.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to contract.

**D. Living Wage Service Contractor Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

## DEOD SUMMARY

**WEST SANTA ANA BRANCH TRANSIT CORRIDOR COMMUNITY OUTREACH  
PS2492300**

**A. Small Business Participation**

Effective June 2, 2014, per Metro's Board-approved policy, competitive acquisitions with three or more Small Business Enterprise (SBE) certified firms within the specified North American Industry Classification System (NAICS) as identified for the project scope shall constitute a Small Business Set-Aside procurement. Accordingly, the Contract Administrator advanced the solicitation, including posting the solicitation on Metro's website, advertising, and notifying certified small businesses as identified by NAICS code(s) that this solicitation was open to **SBE Certified Small Businesses Only**.

Arellano Associates, LLC, an SBE Prime, is performing 100% of the work with its own workforce.

**SMALL BUSINESS SET-ASIDE**

	<b>SBE Prime Contractor</b>	<b>SBE % Committed</b>
1.	Arellano Associates, LLC (Prime)	100%
	<b>Total Commitment</b>	100%

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to contract.

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this contract.