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Agenda - Final

Thursday, March 18, 2021

12:00 PM

To give written or live public comment, please see the top of page 4

Executive Management Committee

Eric Garcetti, Chair

Hilda Solis, Vice Chair

Ara Najarian, 2nd Vice Chair

James Butts

Paul Krekorian

Sheila Kuehl

Tony Tavares, non-voting member

Phillip A. Washington, Chief Executive Officer

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

PUBLIC INPUT

A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board must be submitted electronically using the tablets available in the Board Room lobby. Individuals requesting to speak will be allowed to speak for a total of three (3) minutes per meeting on agenda items in one minute increments per item. For individuals requiring translation service, time allowed will be doubled. The Board shall reserve the right to limit redundant or repetitive comment.

The public may also address the Board on non agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for one (1) minute during this Public Comment period or at the discretion of the Chair. Speakers will be called according to the order in which their requests are submitted. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

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

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

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

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

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323.466.3876

x2 *Español (Spanish)*

x3 *中文 (Chinese)*

x4 *한국어 (Korean)*

x5 *Tiếng Việt (Vietnamese)*

x6 *日本語 (Japanese)*

x7 *русский (Russian)*

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Live Public Comment Instructions:

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The Committee Meeting begins at 12:00 PM Pacific Time on March 18, 2021; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-251-2949 and enter
English Access Code: 8231160#
Spanish Access Code: 4544724#

To give public comment on an item, enter #2 (pound two) when that item is taken up by the Board. Please note that the live video feed lags about 30 seconds behind the actual meeting. There is no lag on the public comment dial-in line.

Instrucciones para comentarios publicos en vivo:

Los comentarios publicos en vivo solo se pueden dar por telefono.

La Reunion de la Junta comienza a las 12:00 PM, hora del Pacifico, el 18 de Marzo de 2021. Puedes unirse a la llamada 5 minutos antes del comienzo de la junta.

Marque: 888-251-2949 y ingrese el codigo
Codigo de acceso en ingles: 8231160#
Codigo de acceso en espanol: 4544724#

Para dar un comentario publico sobre un tema, ingrese #2 (Tecla de numero y dos) cuando ese tema mencionado por la Junta. Por favor tenga en cuenta que la transmision de video en vivo tiene un retraso de aproximadamente 30 segundos con respecto a la reunión real. No hay retraso en la línea de comentarios publicos.

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Please include the Item # in your comment.

Email: goinsec@metro.net

Post Office Mail:

Board Secretary's Office

One Gateway Plaza

MS: 99-3-1

Los Angeles, CA 90012

CALL TO ORDER**ROLL CALL**

APPROVE Consent Calendar Items: 33, 34, and 35.

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

CONSENT CALENDAR

- 33. SUBJECT: AMEND TAYLOR YARD BRIDGE CONSTRUCTION [2021-0014](#)**
FUNDING AGREEMENT

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute an amendment to a Memorandum of Understanding (MOU) dated March 7, 2018 with the City of Los Angeles for the Taylor Yard Bridge with a not-to-exceed amount of \$25,450,000, an increase of \$3,750,000 over the previously authorized amount of \$21,700,000.

Attachments: [Attachment A MOU for the Construction of Taylor Yard Bikeway/Pedestrian O](#)
[Attachment B - Letter from City of Los Angeles Request for Additional Funding](#)

- 34. SUBJECT: REPORT ON FARE CAPPING IN RESPONSE TO MOTION [2020-0704](#)**
31.1

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. APPROVE moving forward with the fare capping pilot; and
- B. NEGOTIATE and execute project-related contract awards, including contract modifications, up to the amount needed for software development and integration to implement fare capping.

- 35. SUBJECT: UNIVERSAL CITY/STUDIO CITY STATION ACTIVATION [2020-0736](#)**
AND MOBILITY HUB CONCEPT

RECOMMENDATION

CONSIDER:

- a. INTRODUCING a station activation and mobility hub concept at Universal City/ Studio City B Line (Red) Station; and

-
- b. AUTHORIZING staff to develop a strategic plan, including identifying necessary real estate, infrastructure and financing to support the station activation and increased mobility.

NON-CONSENT

36. **SUBJECT: STATE AND FEDERAL REPORT** [2021-0070](#)

RECOMMENDATION

RECEIVE AND FILE March 2021 State and Federal Legislative Report.

37. **SUBJECT: REGIONAL PARTNERSHIP FOR PLANNING AND DELIVERY FOR THE 2028 OLYMPIC AND PARALYMPIC GAMES** [2021-0106](#)

RECOMMENDATION

RECEIVE oral report on Regional Partnership for Planning and Delivery for the 2028 Olympic and Paralympic Games.

38. **SUBJECT: STATE LEGISLATION** [2020-0846](#)

RECOMMENDATION

ADOPT staff recommended position:

1. Senate Bill 671 (Gonzalez) - Transportation: Clean Freight Corridor Efficiency Program - SUPPORT

Attachments: [Attachment A - SB 671 \(Gonzalez\) Legislative Analysis](#)

39. **SUBJECT: METRO VACCINATION PLAN** [2021-0111](#)

RECOMMENDATION

RECEIVE oral report on a Metro vaccination plan as requested by Chair Garcetti at the February 2021 Board meeting.

40. **SUBJECT: SEPULVEDA TRANSIT CORRIDOR PROJECT** [2021-0072](#)

RECOMMENDATION

A. AUTHORIZE the Chief Executive Officer (CEO) to award the following two (2) Contracts, subject to resolution of protests, if any.

- a. Contract No. PS66773MRT to LA SkyRail Express, a special purpose corporation to be formed between John Laing Investments Limited and BYD Transit Solutions LLC, for pre-development services for a proposed Monorail technology transit solution concept

("TSC") in an amount not to exceed \$63,605,132.

- b. Contract No. PS66773HRT to Sepulveda Transit Corridor Partners -Bechtel, a special purpose vehicle to be formed between Bechtel Development Company, Inc., Meridiam Sepulveda, LLC and American Triple I Partners, LLC, for pre-development services for a proposed Heavy Rail technology transit solution concept ("TSC") in an amount not to exceed \$69,882,427.

- B. APPROVE Contract Modification Authority in the amount of 25% for each of the two contract award values, respectively, and authorize the CEO to execute individual Contract Modifications within the Board-approved Contract Modification Authority.

Attachments: [Attachment B - Procurement Summary](#)
[Attachment C - DEOD Summary](#)

41. SUBJECT: ZERO EMISSION BUS ROLLOUT PLAN

[2020-0636](#)

RECOMMENDATION

APPROVE Zero Emission Bus Rollout Plan for submittal to California Air Resources Board (CARB).

Attachments: [Attachment A - Metro's Rollout Plan](#)

**42. SUBJECT: INGLEWOOD TRANSIT CONNECTOR JOINT POWERS
 AUTHORITY**

[2021-0065](#)

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING AND DIRECTING the Chief Executive Officer (CEO) to execute the Inglewood Transit Connector Joint Powers Authority Joint Exercise of Powers Agreement to join with the City of Inglewood to own, manage, and oversee the design, construction, financing, operation and maintenance of the 1.6-mile Inglewood Transit Connector Project, an elevated automated people mover to provide a critically needed direct transit connection between Metro's network, the soon to be completed regional Crenshaw/LAX Line, and key housing and employment centers, and sports and entertainment venues within the City.
- B. AUTHORIZING the CEO to take such further actions incident to execution of the Joint Exercise of Powers Agreement as are necessary to formalize formation and establishment of the Inglewood Transit Connector Joint Powers Authority as a separate legal entity.

Attachments: [Attachment A - Inglewood Transit Connector Joint Exercise of Powers Agreeeme](#)
[Attachment B - Project Supporters](#)

43. **SUBJECT: FARELESS SYSTEM INITIATIVE UPDATE** [2021-0074](#)

RECOMMENDATION

RECEIVE AND FILE status report on Fareless System Initiative Update

SUBJECT: GENERAL PUBLIC COMMENT [2021-0090](#)

RECEIVE General Public Comment

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.

COMMENTS FROM THE PUBLIC ON ITEMS OF PUBLIC INTEREST WITHIN COMMITTEE'S SUBJECT MATTER JURISDICTION

Adjournment



Board Report

File #: 2021-0014, File Type: Agreement

Agenda Number: 33.

EXECUTIVE MANAGEMENT COMMITTEE MARCH 18, 2021

SUBJECT: AMEND TAYLOR YARD BRIDGE CONSTRUCTION FUNDING AGREEMENT

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute an amendment to a Memorandum of Understanding (MOU) dated March 7, 2018 with the City of Los Angeles for the Taylor Yard Bridge with a not-to-exceed amount of \$25,450,000, an increase of \$3,750,000 over the previously authorized amount of \$21,700,000.

ISSUE

In a 1992 settlement agreement pertaining to the development of the Taylor Yard Commuter Rail Facility (1992 Settlement), the former Los Angeles County Transportation Commission (LACTC), a predecessor agency to Metro, agreed to design, finance, and construct a pedestrian access system linking the communities to the east and west of Taylor Yard over the Los Angeles River.

In January 2012, the Metro Board approved the award of funds to the City of Los Angeles (City) for the design of the Taylor Yard Bicycle/Pedestrian Bridge over Los Angeles River (Bridge). The 2012 Board Report is included as Attachment A. Accordingly, Metro provided the funds for the design of the Bridge.

In July 2017, the Metro Board authorized the Chief Executive Officer (CEO) to negotiate and execute a Construction Funding Agreement with the City of Los Angeles for Taylor Yard Bridge with a not-to-exceed amount of \$21,700,000. The Board Report stated that execution of the Construction Funding Agreement and completion of the Bridge by the City would fulfill Metro's commitment as part of the 1992 Settlement. Metro proceeded to execute a Memorandum of Understanding dated March 7, 2018 with the City of Los Angeles for the construction of the Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River.

The City is forecasting it will exceed its \$21,700,000 budget and has asked for an amendment to the funding authorization in the MOU so that the not-to-exceed amount is increased by \$3,750,000 to \$25,450,000. The terms of the MOU will not change, only the budget.

BACKGROUND

In July 2017, the Metro Board authorized the Chief Executive Officer to negotiate and execute a Construction Funding Agreement with the City for the Taylor Yard Bridge. In the Board Action, the responsibility of administering the MOU was transferred from Countywide Planning and Programming to Program Management. Nine months after the Board Action, Metro executed a Memorandum of Understanding (MOU) dated March 7, 2018 with the City for the construction of the bridge in which Metro would program up to \$21,700,000 starting in FY19. As per the MOU, funds are advanced every six months based on expected expenditures and recalculated every six months based on actual expenditures reflected in quarterly progress reports.

In early June 2018, the City notified Metro that award of the construction contract would be higher than anticipated and therefore immediately sought to increase the value of the MOU by \$3,750,000. In August 2018, Metro staff sent the City a letter acknowledging receipt of the request for additional budget. In the letter, citing the fact construction had not yet started, Metro suggested that the request be revisited at a later time. Through December 2020, the City has made four disbursement requests. Based on the four disbursement requests, Metro has paid the City \$21,498,740 of the \$21,700,000 allowance and has approximately \$200,000 remaining to draw down. In November 2020, the City revisited its request to increase the value of the MOU, hence this proposed action.

DISCUSSION

Findings

The original \$21,700,000 budget allocated \$16,000,000 for the construction contract and contained \$3,200,000 in construction contingency for a total construction budget of \$19,320,000. However, the value of the construction contract the City awarded to Ortiz Enterprises, Inc. for construction of the Bridge was \$18,725,375, which immediately accounted for \$2,725,000 of the \$3,200,000 in contingency. Since construction began in 2018, the City has executed \$1,331,000 in change orders/contract modifications to the construction contract and has pending or potential change orders totaling \$870,000 for a current construction forecast of \$20,925,000. The City has also indicated that soft costs including staff costs and consultant contracts to support the construction are almost \$1 million higher than previously forecast. Through the end of December 2020, the City spent \$1,775,000 on City Staff Costs, \$787,000 on consultants, and \$663,000 on fees. All figures are summarized in Table 1.

Table 1: Original Budget vs Actuals and Current Forecast

Item	Original Budget (in MOU)	Actual Expenditures (in thousands) Through Dec 2020	Forecast (in thousands)	Increase from Original Budget
Construction Contract Award	16,000,000	14,334,000	18,725,000	2,725,000
Contingency	3,200,000	-	-	-
Changes to Construction Contract*	-	-	2,200,000	2,200,000
Total for Construction Contract	19,200,000	14,334,000	20,925,000	4,925,000

City Staff Costs for Project Management / Construction Management and Inspection	2,100,000	1,775,000	1,865,000	(235,000)
Consultants/Monitoring	370,000	787,000	800,000	530,000
Direct Costs/Fee	30,000	663,000	700,000	670,000
Total for Soft Costs	2,500,000	3,225,000	3,365,000	965,000
Total Construction and Soft Costs	21,700,000	17,559,000	24,290,000	5,890,000

*Forecast includes 1,331,000 in executed change orders and 869,000 in pending/potential changes

Considerations

In a letter dated November 20, 2020, the City forecast it will need an additional \$2,690,000 to complete the Bridge. However, staff feels it is appropriate to authorize amending the funding of the MOU by up to \$3,750,000 because the MOU has a provision for Audit Requirements/Payment Adjustments. Metro retains five percent (5%) of every City disbursement request. That retention will not be paid to the City until a final audit by Metro. The provision also dictates that the City shall reimburse Metro for any expenditure not in compliance with the MOU.

DETERMINATION OF SAFETY IMPACT

This board action will not impact Metro safety standards. Construction of the Bridge is overseen by the City, not Metro.

FINANCIAL IMPACT

The proposed action will have an impact of up to \$3,750,000 spread over FY21 and FY22. If Board authorization is given to amend the MOU, the City will request a disbursement of up \$2,690,000 in FY21. Since this is a multi-year project, the Project Manager, Cost Center Manager, and Chief Program Management Officer will be responsible for budgeting the cost in future fiscal years.

Impact to Budget

The proposed action will not have an impact to the FY21 Annual Budget. The FY21 Annual Budget has \$2,860,000 in Cost Center 8510, Construction Contracts/Procurement, for Project 410088, Taylor Yard Bridge. Funding for this project is Proposition C 25% sales tax revenues which are not eligible for transit operations.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action directly supports the Project which is consistent with Metro’s Strategic Plan Goals to enhance communities and lives through mobility and access to opportunity. By constructing the Metro

Training and Innovation Center, the Project seeks to better connect residents to workforce development opportunities, a wider range of regional employment, travel, and cultural opportunities.

ALTERNATIVES CONSIDERED

The Board could choose not to authorize negotiation and execution of the Construction Funding Agreement. This is not recommended because it does not support Metro's legal commitment made in the 1992 Settlement.

NEXT STEPS

Upon Board approval, negotiations to amend the MOU will be finalized and the Construction Funding Agreement executed. The MOU will only be amended to increase the funding authorization and no other terms.

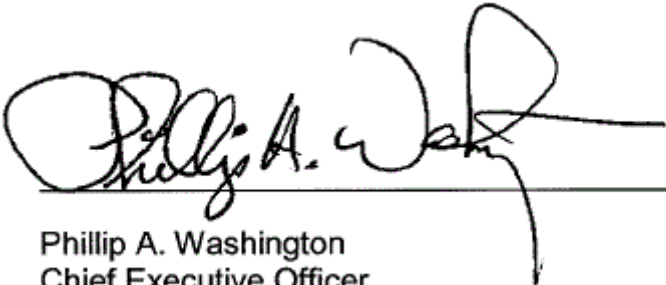
ATTACHMENTS

Attachment A - Memorandum of Understanding for the Construction of Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River dated March 7, 2018.

Attachment B - Letter from City of Los Angeles Request for Additional Funding Beyond Authority of MOU dated November 20, 2020.

Prepared by: Gerardo Alvarez, Senior Director, (213) 922-2567
Tim Lindholm, Senior Executive Officer, (213) 922-5585

Reviewed by: Richard Clarke, Chief Program Management Officer, (213) 922-7557



Phillip A. Washington
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING

For the Construction of:
TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER

This Memorandum of Understanding ("MOU") is dated 3/7/2018 and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Los Angeles ("City") for the construction of the Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River ("Bridge").

WHEREAS, in July 1992, the City, the Los Angeles County Transportation Commission (LACTC) and the Southern California Regional Rail Authority entered into a memorandum of understanding to resolve disputes pertaining to the development of the Taylor Yard Commuter Rail Facility (the "1992 Settlement")

WHEREAS, LACTC, the predecessor agency to LACMTA, agreed in the 1992 Settlement to design, finance and construct a pedestrian access system, linking the communities to the east and west of Taylor Yard and providing access to rail service, including a pedestrian bridge across the Los Angeles River;

WHEREAS, LACMTA and the City entered into MOU P002077NC, dated April 2012 (the "2012 MOU"), which provided to the City's Department of Transportation funding of \$1,073,000 to complete the design of the Bridge, which was estimated to include preliminary conceptual design; environmental documentation; right-of-way agreements and environmental clearance; and final design and bid package preparation;

WHEREAS, the Bridge is a priority of the Mayor and the City Council, and is noted as project #171 in the 2007 Mayor and Council approved Los Angeles River Revitalization Master Plan;

WHEREAS, the City's Bureau of Engineering assumed Project Management for the Bridge on May 11, 2012.

WHEREAS, the Bureau of Engineering Project Management responsibilities are only partially covered by LACMTA and the rest is covered by City General Fund staff allocations.

WHEREAS, the City has contracted with a consultant for the design of the Bridge, using funds provided in the 2012 MOU, and the services were procured using the procedures of the Board of Public Works.

WHEREAS, the City has completed 50% design of the Bridge which has been approved by LACMTA.

WHEREAS, the City is in the process of securing all required permits and rights of way required for the construction of the Bridge.

WHEREAS, Los Angeles Department of Water and Power (LADWP) has provided funding for design of a recycled water line that could travel under the bridge.

WHEREAS, the LACMTA Board of Directors, at its meeting on July 27, 2017 authorized funds to be used by City for the construction of the Bridge, subject to the terms and conditions contained in this MOU.

WHEREAS, The City Council, at its meeting on 2/20/18 authorized the City, acting through its City Engineer to enter into this MOU and construct the Bridge.

NOW, THEREFORE, the parties hereby agree as follows:

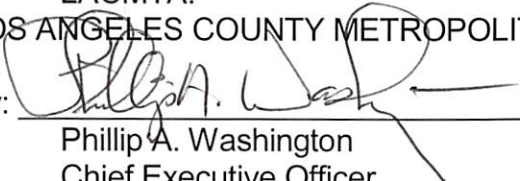
The terms and conditions of this MOU consist of the following, and each is incorporated by reference herein as if fully set forth herein:

- Part I - Specific Terms of the MOU
- Part II - General Terms of the MOU
- Attachment A - Scope of Work
- Attachment A-1 - Approved 50% Bridge Design
- Attachment B - Project Budget
- Attachment C - Project Schedule
- Attachment D - Reporting and Expenditure Guidelines
- Attachment D1 - Quarterly Progress/Expenditure Report

In the event of a conflict, this MOU shall prevail over the previous MOUs and the Specific Terms of the MOU shall prevail over the General Terms of the MOU.


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

LACMTA:
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

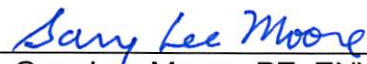
By:  _____ Date: 12/8/2017
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

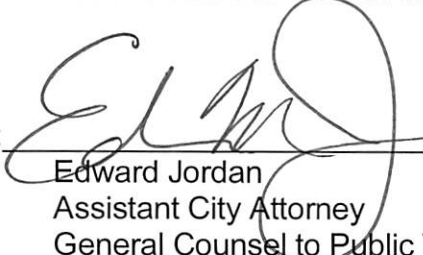
MARY C. WICKHAM
County Counsel

By:  _____ Date: 11/27/17
Deputy

CITY:
CITY OF LOS ANGELES

By:  _____ Date: 3/7/2018
Gary Lee Moore, PE, ENV SP
City Engineer

APPROVED AS TO FORM:

By:  _____ Date: 3/1/2018
Edward Jordan
Assistant City Attorney
General Counsel to Public Works

PART I
SPECIFIC TERMS OF THE MOU

1. The title of the project is Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River ("Bridge"), as described in the Scope of Work, Attachment A and approved 50% Bridge Design, Attachment A-1. The City will be procuring a construction contract for the Bridge ("Bridge Contract") via a competitive solicitation. Prior to award of Bridge Contract, the Bridge Contract will be subject to review by LACMTA for compliance with this MOU. Prior to award of Bridge Contract, an updated Scope of Work and the 100% Design shall replace Attachment A and A-1, respectively, via written amendment to this MOU.

2. To the extent the Funds are available, LACMTA shall make available to the City funds in an amount not to exceed \$21,700,000 (the "Funds") for the construction budget of the Bridge, in accordance with the Project Budget (Attachment B). LACMTA Board of Directors' action of July 27, 2017 authorized use of the Funds not to exceed \$21,700,000 to the City for the Bridge. The Funds are programmed over 3 years: FY2019, FY2020, and FY2021. Prior to award of Bridge Contract, the updated Budget shall replace Attachment B, and the not to exceed amount will be updated by written amendment to this agreement, provided that it does not exceed the LACMTA Board approved \$21,700,000. If the solicitation process for the Bridge Contract results in a Project Budget that exceeds \$21,700,000, additional authorization by LACMTA Board of Directors will be required.

3. Funds shall be advanced every six months based upon biannual estimates of expenditures as detailed in Part II, Section 4 DISBURSEMENT OF FUNDS. The City must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of Scope of Work. The audit of expenditures will commence within six months of the final submitted invoice, pursuant to Part II Section 5 AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS. The City shall withhold the same 'five percent (5%)' retainage from their contractors so that expenditures match the disbursement amount.

4. The Bridge will be funded by LACMTA, subject to the terms of this MOU. Responsibilities for additional costs are as follows:

- a) The City is responsible for (i) additional costs that are the result of changes to the Scope of Work for the Bridge requested by the City, and/or (ii) additional costs that are the result of delays caused by the failure of the City to act in a timely manner. The City may not utilize any contingency funds identified in the Project Budget to pay for additional costs described in this paragraph.

- b) LACMTA will be responsible for (i) additional costs that are the result of changes to the Scope of Work that are a technical necessity, or legal requirement of an outside agency, in order to complete construction of the Bridge, subject to reasonable approval by LACMTA, (ii) additional costs that are a result of delays caused by unforeseen conditions, including, but not limited to, unanticipated environmental mitigation and/or permit compliance costs, costs for differing site conditions, and/or (iii) additional costs that result from errors and omissions in the design and engineering of the Bridge. LACMTA may utilize contingency funds identified in the Project Budget to pay for the additional costs described in this paragraph.

5. The City is responsible for the timely construction and completion of the Bridge as described in the Project Schedule, (Attachment C). The Project Schedule includes, project milestones and a set schedule, which the City must follow. Prior to award of the Bridge Contract, an updated Project Schedule shall replace Attachment C. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If the City is consistently behind schedule in meeting project milestones or in delivering the Bridge, then LACMTA will have the option to terminate this MOU for default as described in Part II, Section 9 DEFAULT, unless a schedule delay mutually agreed upon by MTA and the City, is in place.

6. Changes and Change Orders.

- a) "Change Orders" shall refer to changes to the Bridge Contract.
- b) Any Change Order in excess of \$100,000 shall be submitted to LACMTA for review and approval. The parties shall develop a specific approval schedule and process for timely approval, prior to award of the Bridge Contract.
- c) If a Change Order in excess of \$100,000 is considered an emergency, LACMTA will be contacted via email for the emergency basis of approval. The City will then provide all documentation per the final approval to LACMTA, within 30 days of the Change Order approval.
- d) "Material Changes" shall refer to any change or Change Order that (i) results in a Project Schedule that requires funding beyond the last year in which funds are programmed (FY 2021), (ii) results in a Project Budget amount that is greater than \$21,700,000, (iii) changes the Scope of Work, or (iv) otherwise changes the terms of this MOU. Material Changes will require a written amendment to this MOU.

- e) A Project Budget amount that is greater than the \$21,700,000 will require approval by the LACMTA Board of Directors.
- f) Change Orders that are less than \$100,000, and do not materially affect the terms of this MOU (“Non Material Changes”), can be made without LACMTA approval, but with formal notification to LACMTA for informational purposes, within ten (10) days of the Change Order.

7. The Bridge will be owned, operated and maintained by the City. LACMTA shall have no obligation to operate, or maintain the Bridge. The City shall be solely responsible for any costs associated with operating and maintaining the bridge.

8. The Department of Water and Power (DWP) will be responsible for funding the portion of the Bridge costs associated with the DWP facilities incorporated into the bridge. LACMTA will not be responsible for any costs associated with the DWP facilities, or the design or construction thereof.

9. The following costs are not a part of the Bridge Scope of Work and will be ineligible expenses for LACMTA funding under this agreement:

- a) Costs associated with a bicycle path connection along Kerr Road to San Fernando Boulevard are ineligible expenses.
- b) Costs associated with the DWP facilities are ineligible expenses, including the pro-rata share of hard and soft costs attributable to the DWP facilities.
- c) Costs expended in association with required permits, obtained under a prior MOU, are ineligible expenses. Costs expended in association with permit renewal or compliance during construction, or mitigation costs as part of construction or permit compliance, will be eligible expenses under this MOU.
- d) Costs expended in association with real estate or right of way acquisitions, are ineligible expenses, unless unforeseen real estate expenses are necessary to complete bridge construction, subject to approval by LACMTA.

10. LACMTA’s fulfillment of its obligations under this MOU shall fulfill LACMTA’s obligations under the 1992 Settlement.

11. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Marie Sullivan
Mail Stop 99-23-4
sullivanma@metro.net

12. City's Address:
City of Los Angeles
1149 S. Broadway Street, Suite 830
Los Angeles, CA 90015
Attention: Nur Malhis
Mail Stop 507
nur.malhis@lacity.org

PART II
GENERAL TERMS OF THE MOU

1. TERM:

1.1 The term of this MOU shall commence on the Effective Date of this MOU and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to City. All eligible Bridge expenses as defined in the Reporting and Expenditure Guidelines (Attachment D) incurred after the Effective Date shall be eligible expenses in accordance with the terms and conditions of this MOU. The parties understand and agree there are certain covenants and clauses of this MOU which specifically remain in effect after expiration or termination of this MOU.

1.2 Should LACMTA determine there are insufficient Funds available for the Bridge; LACMTA may terminate this MOU by giving written notice to City at least thirty (30) days in advance of the effective date of such termination, at which point, City must notify Contractor immediately to stop work. If this MOU is terminated pursuant to this section, LACMTA shall not be responsible for any costs incurred by City after the effective date of such termination, except for the following:

- i) costs to comply with all permit and environmental agency requirements already incurred at the time of termination, or resulting from the termination,
- ii) costs necessary to return any facilities constructed or modified by the Bridge's construction to a safe state,
- iii) costs already incurred by the Contractor at the time of termination, or
- iv) costs for Contractor's known claims already on record and approved by LACMTA at the time of termination, or resulting from the termination and approved by LACMTA.

Additionally, in such event of insufficient Funds, LACMTA will be responsible for eligible expenses incurred by the City prior to the date of termination. In the event of a termination due to lack of funds, LACMTA's obligation under the 1992 Settlement shall not have been satisfied.

2. INVOICE BY CITY:

2.1 Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Bridge progress as described in Part II, Section 4 DISBURSMENT OF FUNDS of this MOU, shall satisfy LACMTA invoicing requirements.

2.2 Submit invoice with supporting documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable) or mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

2.3 All invoice material must contain the following information:

Re: LACMTA Project ID# 2077NC and FA# 920000000F
Marie Sullivan; Mail Stop 99-23-4

3. USE OF FUNDS:

3.1 City shall utilize the Funds to complete the Bridge as described in the Scope of Work and Project Schedule.

3.2 City shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Further, City shall not use the Funds for any expenses or activities beyond the approved Scope of Work.

*3.3 City must use the Funds in the most cost-effective manner. If City intends to use a consultant or contractor to implement all or part of the Bridge, LACMTA requires that such activities be procured in accordance with City's contracting procedures and consistent with State law. City will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

*3.4 City's employees, officers, councilmembers, board member, agents, or consultants (a "City Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a City Party (b) any member of a City Party's immediate family, (c) a partner of a City Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

3.5 City is obligated to continue using the Bridge consistent with the public transportation purposes for which the Bridge was intended. The Bridge

right-of-way and real property purchased to implement the Bridge shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this MOU.

3.6 If City desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, City must obtain LACMTA's written consent prior to purchasing any Equipment. Equipment purchased without such prior written consent shall be deemed an ineligible expenditure of the Funds. Equipment acquired as part of the Bridge shall be dedicated to that Bridge use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.7 If equipment ceases to be used for the proper use as originally stated in the Scope of Work, City will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining. The obligations set forth in this section shall survive termination of this MOU.

3.8 City understands that this MOU does not provide any rights for City to use LACMTA real property needed for the Bridge. If the Bridge requires use of LACMTA Property, City will need to enter into a separate MOU with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this MOU obligates LACMTA to provide City with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 Upon award of Bridge Contract, City shall provide the schedule of values and construction schedule from the Bridge Contract to be reviewed and approved by LACMTA. City shall create cost projections every six months, based on the schedule of values and construction schedule. Disbursements shall be made every six months, upon receipt of a valid and LACMTA approved cost projection for the following six months, in accordance with the provisions of this MOU. Cost projections will be submitted to LACMTA every six months, beginning as soon as City has a cost projection and needs advance of funds, and on June 1 and December 1 thereafter. LACMTA shall disburse funds for the following six months within 30 days of receipt of a valid cost projection. Each cost projection should reflect any discrepancies between projected and actual expenditures from the previous disbursement period. Disbursements will be adjusted accordingly if there are unspent funds from the previous cost projection.

4.2 City shall submit the Quarterly Progress/Expenditure Report (Attachment D-1) within 30 days after the close of each quarter. Should City fail to submit such reports within 10 days of the due date and/or City submits incomplete reports, LACMTA will not process the subsequent disbursement until the completed, required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Bridge. If the City cannot submit official reports at the specified due date, they will submit draft reports and replace them with official reports, when they become available, but in no event later than at the end of the following quarter. If no activity has occurred during a particular quarter, City will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. Each six months, LACMTA will review the Quarterly Progress/Expenditure Report from the previous two quarters for compliance with the associated cost projection.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to City. City must complete the ACH form and submit such form to LACMTA before disbursements can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 City must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.6 Expenses that are not reported in the Quarterly Progress/Expenditure Report within 90 days after City has paid the expense are not eligible expenses, unless prior notification of late invoices from the Contractor or Vendors are reported to LACMTA by City, and concurred in writing by LACMTA. However, in the event, a late invoice is submitted by the Contractor, and prior notification is not reported to LACMTA, reimbursement will be eligible if invoices are verified by City and accepted by LACMTA as a valid expense.

4.7 Any Funds expended by City prior to the Effective Date of this MOU shall not be eligible expenses, without the prior written consent of LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Bridge, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of an acceptable final invoice, provided the Bridge is ready for final audit (meaning all costs and charges have been paid by City and invoiced to LACMTA, and such costs, charges and invoices

are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). Payment of retention amounts shall not occur until after LACMTA's final audit is completed. City agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). City shall reimburse LACMTA for any expenditure not in compliance with this MOU. City's eligible expenditures submitted to LACMTA for this Bridge shall be in compliance with the Reporting and Expenditure Guidelines (Attachment D) and 2 CFR Subtitle A, Chapter II, Part 200. The eligibility of costs for City's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this MOU shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are subject to review and comment by City, prior to being finalized. When LACMTA audit findings require City to return monies to LACMTA, City shall return such monies within thirty (30) days after the final audit is sent to City. The parties do not release nor waive their rights to proceed in a court of competent jurisdiction to appeal or otherwise adjudicate finalized audit findings.

*5.2 City's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Bridge (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Bridge. These records must be retained by City for three years following final payment under this MOU

*5.3 City shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. City shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Bridge.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of City and its contractors related to the Bridge, and shall be allowed to interview any employee of City and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of City and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this MOU.

*5.7 When business travel associated with the Bridge requires use of a vehicle, the mileage incurred shall be eligible at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 City shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, eligible and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this MOU.

5.9 City shall also certify final costs of the Bridge to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this MOU.

5.10 Whenever possible, in exercising its audit rights under this MOU, LACMTA shall rely on City's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

5.11 LACMTA shall be given a copy of the final construction contract between the City of Los Angeles, Public Works and the Contractor, for review and approval.

5.12 LACMTA, or any of its duly authorized representatives, shall be invited to attend the regular scheduled construction meetings or specially called meetings related to change orders or schedule changes.

6. ONE TIME FUNDING:

6.1 This MOU does not imply nor obligate any future funding commitment on the part of LACMTA, beyond that agreed upon by the MOU.

7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to disburse the Funds for the Bridge is subject to sufficient Funds being made available for the Bridge by the LACMTA Board of Directors.

7.2 If, at the time of final Quarterly Progress/Expenditure Report, it is determined that City has received Funds in excess of what City should have received for the Project, City shall return such overage to LACMTA within 30 days from final Quarterly Progress/Expenditure Report.

8. TIMELY USE OF FUNDS:

8.1 City must demonstrate timely use of the Funds by:

- a) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from LACMTA; and
- b) meeting the project milestones as agreed upon by the LACMTA and City in the MOU, the Scope of Work and Project Schedule;
- c) awarding the Bridge construction contract within two (2) years from the date of execution of this MOU; and
- d) submitting the Quarterly Progress/Expenditure Reports; and
- e) expending the Funds disbursed under this MOU for eligible costs within four (4) years of the first disbursement.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the MOU. If the Project does not meet the milestone due dates as agreed upon in the Project Schedule, attached as Attachment C, and otherwise in this MOU, LACMTA will issue a notice of non-compliance to City, and City will be required to develop a written recovery plan illustrating in detail City's actions to resolve the delay and to meet the Project completion date agreed upon in the MOU (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the MOU, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If City fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan is not sufficient to show the Bridge will be completed in a reasonable amount of time, as determined by LACMTA, City shall be in Default.

8.3 If City fails to meet any of the conditions in paragraph 8.1 or 8.2 above, City shall be in Default.

9. DEFAULT:

9.1 A Default under this MOU is defined as any one or more of the following: (i) City fails to comply with the terms and conditions contained herein; (ii) City is consistently behind schedule in meeting project milestones or in delivering the Project; or (iii) City fails to perform satisfactorily or makes a Material Change, as determined by LACMTA at its sole discretion, to the Scope of Work, the Project Budget, or the Bridge Schedule without LACMTA's prior written consent or approval as provided herein. If the Contractor is causing the City to be in Default, the City shall provide a recovery plan to Metro, per the guidelines in Section 8.2.

9.2 If City Defaults and does not cure the Default, LACMTA will have fulfilled its obligation under the 1992 Settlement.

10. REMEDIES:

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

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, City shall not undertake any new work or obligation with respect to this MOU unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of City.

10.3 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.

11. COMMUNICATIONS:

*11.1 City shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Bridge 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 MOU. City shall be responsible for complying with the latest Funding MOU Communications Materials Guidelines during the term of this MOU, unless

otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this MOU, "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.

*11.3 The LACMTA 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.

*11.4 City 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.

11.5 The LACMTA Project Manager shall be responsible for monitoring City compliance with the terms and conditions of this Section. City 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.

12. OTHER TERMS AND CONDITIONS:

12.1 This MOU, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

*12.2 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by City under or in connection with any work performed by or service provided by City, its officers, agents, employees, contractors and subcontractors under this MOU or the design of the Bridge under the 2012 MOU. Except for the active negligence or willful misconduct of LACMTA, City shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or

omissions to act related to the Bridge or this MOU, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this MOU.

12.3 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.

*12.4 City shall comply with and insure that work performed under this MOU is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. City acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.5 City agrees that those sections of this MOU marked with an asterisk shall be included in every contract entered into by City or its contractors relating to work performed under this MOU and LACMTA shall have the right to review and audit such contracts.

12.6 City shall not assign this MOU, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.7 This MOU shall be governed by California law. If any provision of this MOU 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.

12.8 The covenants and MOUs of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.9 City will advise LACMTA prior to any key Project staffing changes including changes in Project Manager, Project Engineer, and Construction Manager.

12.10 City in the performance of the work described in this MOU is not a contractor nor an agent or employee of LACMTA. City attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. City shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

12.11 The parties may amend this MOU, as needed, subject to mutual written consent.

ATTACHMENT A – SCOPE OF WORK

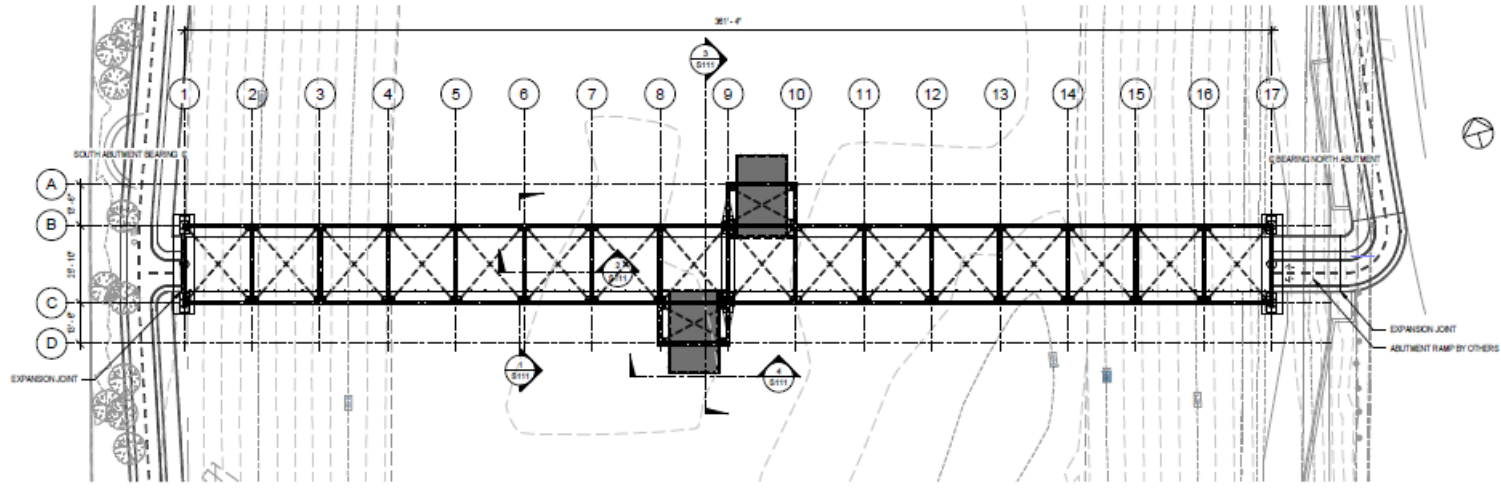
The Taylor Yard Bikeway/Pedestrian Bridge over the Los Angeles River Project (“Bridge”) is located within the City of Los Angeles (“City”), which will connect the communities of Elysian Valley on the west and Cypress Park on the east of the LA River. The Bridge will be for bicycle and pedestrian use, and will also support emergency vehicles. On the west side of the LA River, the Bridge will connect with the existing bikeway along the river.

The Bridge features a steel-framed structure, approximately 400 feet long, which will be supported on abutments and a concrete pier in the central portion of the LA River channel. The abutment to the east will be along the Los Angeles River maintenance road, and the abutment on the west side will be along the existing bikeway. Both abutments will be adjacent to the top of the channel slopes. The Bridge structure itself will be approximately 30 feet high by 27 feet wide and the width of the actual pedestrian and bikeway path will be approximately 18 feet.

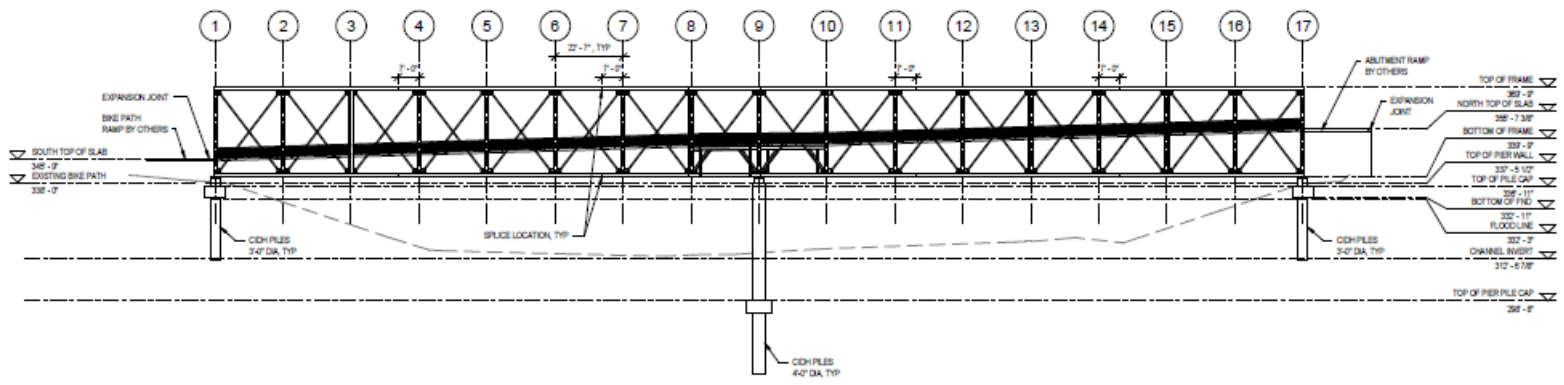
The Bridge landing on the west side will land on the G2 parcel, recently purchased by the City from the previous owner, Union Pacific Regional Railroad. On this parcel runs a tail track owned by Metrolink which will require an at-grade crossing. At this time, Metrolink is working to fund a design for a relocation of the tail track, as a result of the sale of the G2 parcel. The Bridge will occupy land within jurisdictions governed by the City, the Army Corps of Engineers, and the Los Angeles County Flood Control District.

ATTACHMENT A-1 – Approved 50% Bridge Design

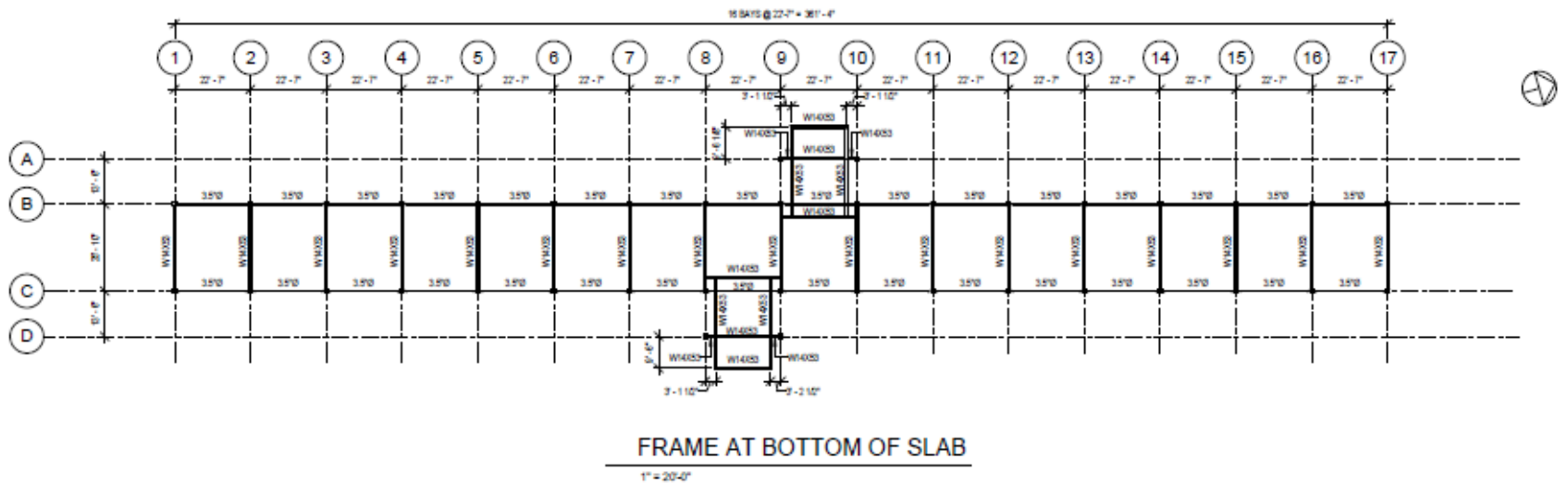
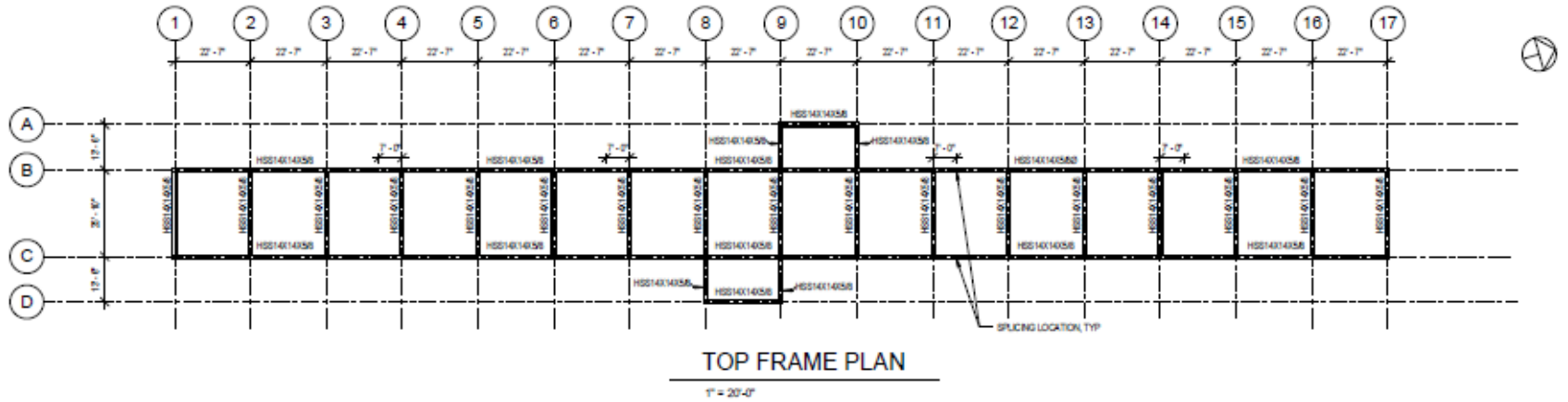


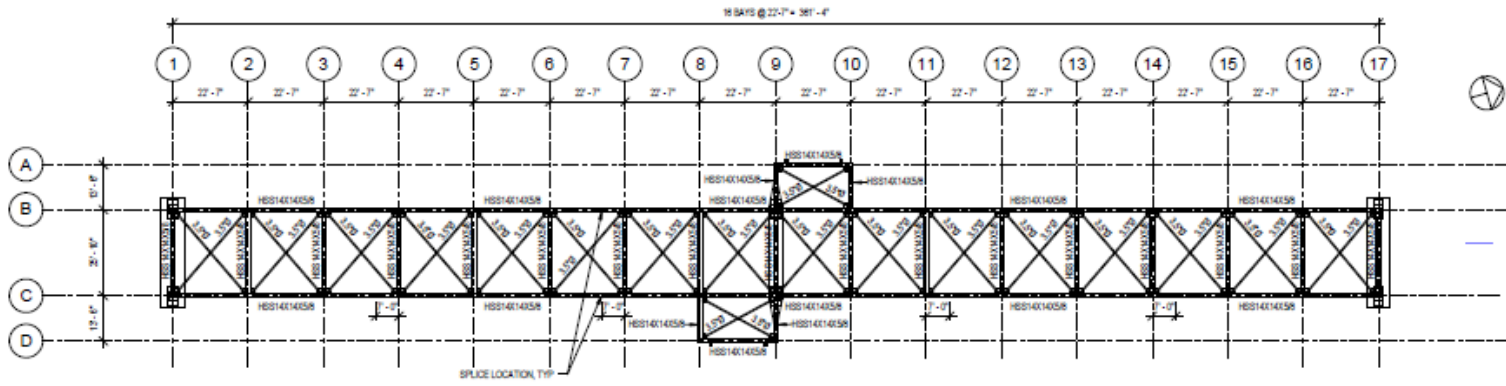


GENERAL PLAN
1" = 20'-0"



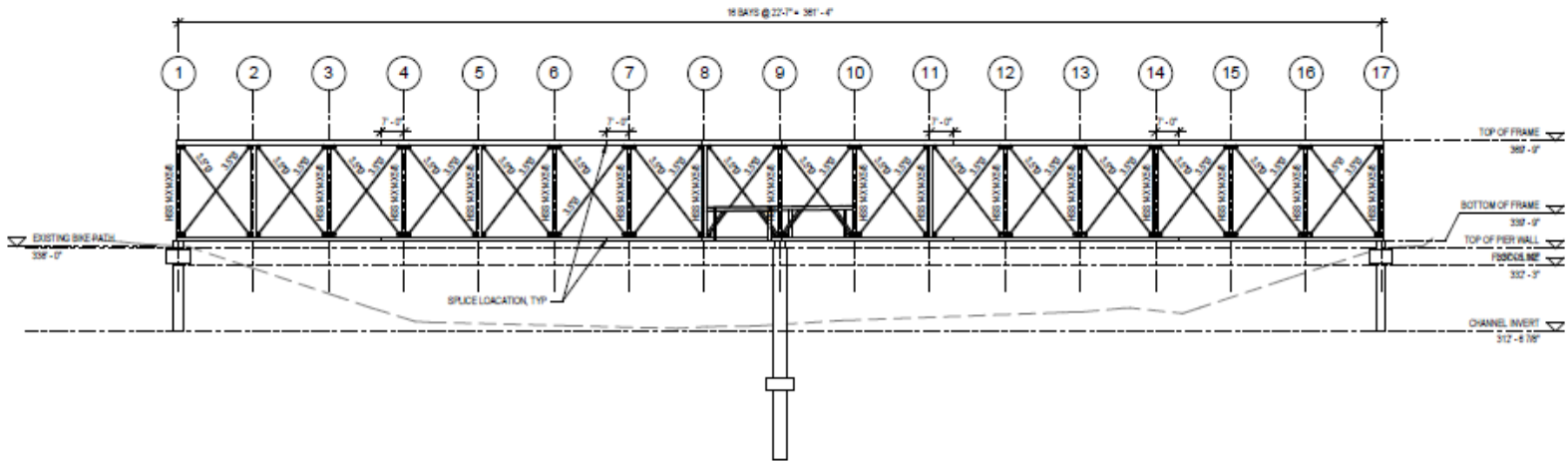
DEVELOPED ELEVATION
1" = 20'-0"





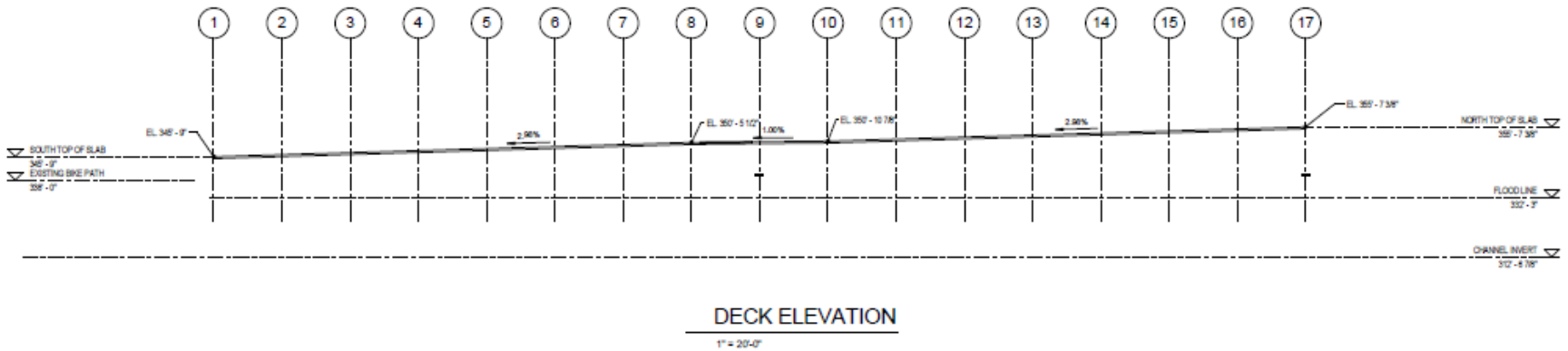
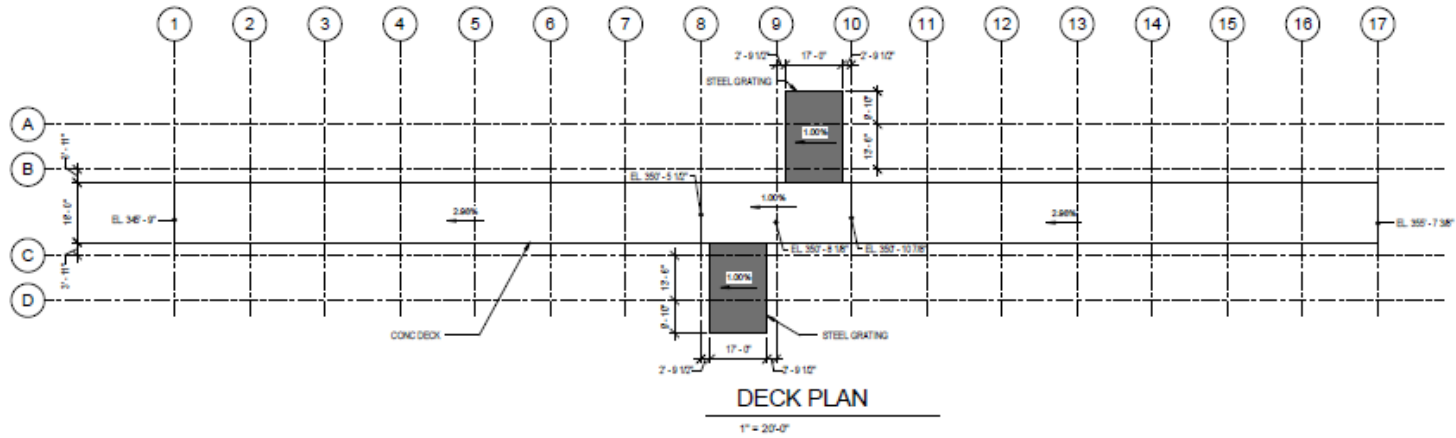
BOTTOM FRAME PLAN

1" = 20'-0"



VERTICAL FRAMING ARRANGEMENT

1" = 20'-0"



ATTACHMENT B – Project Budget

Item	Cost	Comments
Construction		
Construction Cost	\$16,000,000	General Conditions, General Requirements, Allowances, Mobilization, Bridge Super and Substructure, Pedestrian Approach and Bike Path, Lighting, Drainage, Erosion Control, Landscaping, Irrigation, Signing and Striping
Construction Contingency	\$3,200,000	20% of Construction Cost
Total Construction Cost	\$19,200,000	
Construction Engineering/Administration		
Project Management / Construction Management Costs	\$1,100,000	Approximately 15% of Total Construction Costs
Bureau of Contract Administration/ Inspection and Testing Costs	\$1,000,000	
Consultant Costs	\$270,000	
Mitigation and Monitoring Costs	\$100,000	
Other Direct Costs	\$30,000	
Total Construction Engineering/Administration Costs	\$2,500,000	
TOTAL CONSTRUCTION BUDGET	\$21,700,000	

ATTACHMENT C – Project Schedule

Milestone /Season	Start	Finish	Duration	Activities
Award Contract	08/31/2018		Milestone	
Construction Start	10/01/2018		Milestone	Issue Notice to Proceed
Wet Season (2018)*	10/01/2018	04/14/2019	7 months	Mobilization, Clearing and Grubbing, Contractor Submittals
Dry Season (2019)	04/15/2019	10/15/2019	6 months	Construct Substructure for Bridge
Wet Season (2019)*	10/16/2019	04/14/2020	6 months	Offsite Erection of Bridge Frame, Submittals
Dry Season (2020)	04/15/2020	10/15/2020	6 months	Construct Superstructure of Bridge
Wet Season (2020)	10/16/2020	03/15/2021	5 months	Construct Bikeway Approach Ramps, Landscaping, Lighting, Final Items
Punch List	03/16/2021	05/15/2021	2 months	
Total			32 months	
<i>Notes:</i>				
*Contractor cannot work in the LA River Channel during wet season				

ATTACHMENT D – REPORTING & EXPENDITURE GUIDELINES

REPORTING GUIDELINES

- 1) Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The City shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, City will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- 2) The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that City provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- 3) In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- 4) City is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner may be subject to the Default clause.
- 5) The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<u>Quarter</u>	<u>Report Due Date</u>
July –September	October 30
October- December	January 31
January - March	April 30
April - June	July 31

- 6) Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- 1) Any activity or expense charged above and beyond the approved Scope-of-Work (Attachment C) is considered ineligible and will not be eligible unless prior written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.
- 2) Administrative cost is the ongoing expense incurred by the City for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- 3) LACMTA is not responsible for, any costs incurred by the City prior to the Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- 1) Eligible Cost: To be eligible, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- 2) Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.
- 3) Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

ATTACHMENT D1 –
FORM OF QUARTERLY PROGRESS EXPENDITURE REPORT

LACMTA FA ATTACHMENT D-1

QUARTERLY PROGRESS / EXPENSE REPORT

City To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

CITY IS REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

		City Staff Time \$	Construction Contract \$	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				

Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____
 - - - - -

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2018-2019 2019-2020 2020-2021
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
- Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	

Department:	
City / Agency:	
Mailing Address:	
Phone Number:	
E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the MOU, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL MOU MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the MOU indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in the MOU.

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

On schedule per original MOU schedule

Less than 12 months behind original schedule

Between 12-24 months behind original schedule

More than 24 months behind original schedule

C. Was a construction contract or capital purchase executed within 9 months after completion of MOU

Yes

No

Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the MOU. Use additional pages if needed.

ITEM	INVOICE #	EXPENSES / CHARGES
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

TOTAL			
--------------	--	--	--

Notes:

1. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

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GARY LEE MOORE, PE, ENV SP
CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

<http://eng.lacity.org>

November 20, 2020

Mr. Tim Lindholm
Senior Executive Officer, Project Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

SUBJECT: TALYOR YARD BIKEWAY / PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER- REQUEST FOR ADDITIONAL FUNDING BEYOND AUTHORITY OF MOU

Hello Tim:

I hope all is well.

BACKGROUND

The City of Los Angeles, Public Works, Engineering (BOE) is currently in construction for the Taylor Yard Bikeway/Pedestrian over the Los Angeles (LA) River (**Attachment 1**), and the Contractor has completed the bridge portion of the scope as well as the South bike ramp. The remaining portion of the work includes installing the bridge railing, lighting, painting, and the North bike ramp. The project is scheduled to be completed in June of 2021. To date, there are a total of \$1,330,627.07 executed change orders, which is 7% of the contract amount, and approximately \$350,000 of additional forecasted/potential change orders.

The change orders negotiated to date consist of the following:

- 1) Differing Site Conditions: When drilling for the pile foundation, the Contractor encountered a non-standard hard rock layer which was unanticipated and, hence, not accounted for in the boring logs. Additional labor and equipment were needed in order to drill through these. Additionally, there were unforeseen manmade buried objects discovered in the North side when constructing a smaller retaining wall structure, adjacent to the bridge.
- 2) Additional excavation and re-compaction of foundation of the south bike path due to Geotechnical concern for integrity of the stability of soil in the area.
- 3) Acceleration for steel fabrication and installation due to construction delays as a result of the pandemic, as well as other construction delays. The need to move the project faster was needed to satisfy the environmental agency requirements of vacating the river by the end of the dry season.
- 4) Additional cost for concrete of the South bike ramp



- 5) Additional stainless-steel rods needed for the bridge outlook structures
- 6) North Bike Ramp: Soil Nail Wall: There was a need to change the shoring method for the North Bike Ramp from a cantilevered shoring system to a soil nail system for safety, constructability as well as compliance with Metrolink requirements
- 7) Miscellaneous items

The forecasted/pending change order include the following:

- 1) Installation of the guardrail and safety fencing on South side bike path for added pedestrian safety
- 2) Rapid Flashing Beacons and crosswalk on Kerr Road at the exit of the bridge ramp, for allowance of safe transit for bicyclists and pedestrians
- 3) Miscellaneous items for additional rebar for the bridge and other electrical items

At this time, we do not forecast any additional large change orders, however, this project has not been completed, and the main item remaining is the construction of the large 160-foot-long, 12-ft-high north bike ramp. This site is an area of concern, due to having made buried objects, and potential contamination, which would require intricate soil handling. For this reason, we would like to increase the contingency allocation for the change order to 12%, which yields a total quantity of \$2,200,000. This funding can pay for any unforeseen conditions or claims for the project.

Due to these items, the new projected hard construction cost is anticipated to be approximately **\$20,925,375**.

To date, the only cost which has been spent or will be spent on scope outside of the MOU are the following: 1) compliance with the legal requirement of the City of Los Angeles Administrative Code, 1% Arts Fee by the Department of Cultural Affairs, which was \$187,254. 2) Installing a flashing beacon, and crosswalk on Kerr Road for allowance of safe transit for bicyclists and pedestrians, when they are leaving the bridge.

FUNDING SHORTFALL

This project is funded through Metro through an executed MOU for Construction, dated March 7, 2018, for a total amount of **\$21,700,000**, to fund hard costs (Contractor), direct costs (permit costs, etc.) and soft costs (Consultant and BOE staff costs)

Additionally, Metro released a "Letter of Commitment" (**Attachment 2**) indicating that Metro can will commit to pay, up to **\$3,750,800** more in additional funds as necessary, to bring the total Metro funds to **\$25,450,800**, due to the bids coming in higher than anticipated. The total amount of encumbered construction engineering /administration for non-city staff and direct costs, is approximately **\$1,875,000**, and the total amount of staff costs (Project Management, Construction Management, and inspection) is approximately **\$1,400,000**, which leaves a total anticipated project budget of approximately **\$24,200,000 [\$20,925,375 + \$1,875,000 + \$1,400,000]**, which would yield a total shortfall of approximately **\$2,500,000 [\$24,200,000- \$21,700,000]**, when considering the budget of \$21,700,000 in the original MOU. Table 1 below summarizes the project budget for the project.

Table 1

CONTRACTOR	Ortiz Enterprises
ORIGINAL CONTRACT AMOUNT	\$18,725,375
CHANGE ORDERS	
Total Change Orders to Date (Executed)	\$1,330,627
Additional Request for Pending and Potential Change Orders	\$869,373
TOTAL AMOUNT REQUESTED TO BE ALLOCATED TO CHANGE ORDERS	\$2,200,000
NEW CONTRACTOR CONSTRUCTION BUDGET	
	\$20,925,375
TOTAL CONSTRUCTION ENG/ADMIN (STAFF COSTS-PM/CM/INPECTION)	\$1,500,000
TOTAL CONSTRUCTION ENG/ADMIN (DIRECT COSTS /NON-CITY STAFF)	\$1,865,000
NEW TOTAL CONSTRUCTION BUDGET	\$24,390,375
ORIGINAL MOU	\$21,700,000
SHORTFALL	(\$2,690,375)
REQUEST OF ADDITIONAL FUNDS FOR THIS PROJECT	\$2,690,375
REQUEST OF ADDITIONAL FUNDING TO BE AVAILABLE FOR THS MOU AMENDMENT	\$3,750,800

FUNDING REQUEST

BOE requests the following:

1. Requests that Metro and City formally amend the MOU
2. Although the projected funding shortfall is \$2,690,375, BOE requests that the committed amount of \$3,750,850, be available (earmarked) as part of this MOU amendment, in the event that additional unforeseen costs arise, and for the purpose of not needing a second (2nd) amendment.

At this time, there have been four disbursement requests, as seen in Table 2.

Table 2

New Total Construction Budget	\$24,390,375.00
Amount Deducted for Retention (5%)	(\$1,219,518.75)
New Total Construction Budget (Including Retention)	\$23,170,856.25
Total Disbursement Checks (includes 5% retention)	\$23,170,856.25
Check No. 01-Received	\$3,507,495.00
Check No. 02-Received	\$8,413,389.43
Check No. 03-Received	\$3,620,078.55
Check No. 04-Received	\$4,882,840.38
Check No. 05- Funding Disbursement Request No.05	\$2,747,052.89

The attachments below contain a Construction Funding Projection Table as well as Disbursement Request summary (**Attachment 3**)

If you need further information or clarification, please contact me by email at Nur.Malhis@lacity.org or Shirley Lau, at Shirley.Lau@lacity.org.

Sincerely,

Nur Malhis, PE
Senior Engineer/Project Manager
Municipal Facilities Program

Attachments:

1. Bridge Rendering
2. Copy of the "Letter of Commitment" to provide additional funding up to \$3,750,850, as needed, for Taylor Yard Bridge, executed on August 2, 2018
3. Disbursement Request/Construction Funding Projection Package, dated November 19, 2020

Cc Steven Fierce, Engineering
Shirley Lau, Engineering

:

TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER PROPOSED PROJECT



TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER PROPOSED PROJECT



Taylor Yard Bikeway/Pedestrian Bridge over LA River

Progress Photos: Bridge Construction-Profile Looking North



Taylor Yard Bikeway/Pedestrian Bridge over LA River

Progress Photos: Bridge Construction-Main Line View





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

August 2, 2018

City of Los Angeles
Bureau of Engineering
1149 S. Broadway, Suite 700
Los Angeles, CA 90015

Attn: Deborah Weintraub, Chief Deputy City Engineer

Subject: Taylor Yard Bridge

Dear Ms. Weintraub:

This letter is to confirm we have received your June 7, 2018 letter and subsequent July 20, 2018 e-mail correspondence in regards to the revised construction budget for the Taylor Yard Bridge (attached).

We have reviewed the correspondence, as well as the terms of the Memorandum of Understanding (MOU) between Metro and the City of Los Angeles (City) that was approved by the Metro Board in July 2017, and agree with your assessment that the overall construction budget requires revision. Based on the results of construction bidding, it is anticipated that the construction budget will need to be revised by \$3,750,850.

Per the terms of the agreement, Metro committed to funding a project total of \$21,700,000; however, the agreement also indicates that if bids were to come in higher than expected, Metro would fund the difference. As such, Metro fully intends to abide by our agreements and provide the additional funding by the time required.

Given that the Taylor Yard Bridge project has not yet started construction, and that Metro and the City have already agreed to a yearly project cash flow, it is anticipated that the additional funding will not be required until approximately Summer 2020. Given this, Metro recommends that we bring this forward to the Board as part of the yearly budget process, which for FY20 will conclude in approximately May 2019.

If you have any questions, please do not hesitate to contact Tim Lindholm, Executive Officer for Capital Projects, at 213.922.7297.

Regards,
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Richard Clarke
Chief Program Management Officer

cc: Daniel Rodman – Mayor's Office
Mahmood Karimzadeh – BOE
Tim Lindholm – Metro
Quintin Sumabat - Metro
Gerardo Alvarez - Metro
Marie Sullivan (Metro)

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GARY LEE MOORE, PE, ENV SP
CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

<http://eng.lacity.org>

June 7, 2018

Mr. Gerardo Alvarez
Senior Director, Project Control, Program Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

TALYOR YARD BIKEWAY / PEDESTRIAN BRIDGE- REVISED MOU ATTACHMENT B- CONSTRUCTION BUDGET

Dear Gerardo:

The City of Los Angeles, Bureau of Engineering (Engineering), has updated the total construction budget, which includes a more detailed construction administration and engineering budget, per your email, dated May 25, 2018.

Enclosed are the following documents:

1. Updated Attachment B for the MOU
2. Detailed Preliminary Projected Cost Loaded Schedule for the entire project broken down by six (6) month increments

At this time, it is important to note that the projected cost loaded schedule is preliminary and assumed. This cost loaded schedule will be superseded when the Contractor submits his cost loaded schedule at the start of construction.

This project is anticipated to be awarded by June 30, 2018, and a Notice to Proceed to the Contractor is anticipated to be released by August 1, 2018.

If you have any questions, or need further information, please contact Nur Malhis by email at Nur.Malhis@lacity.org, or by phone at 213-485-4737.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mahmood Karimzadeh for".

Mahmood Karimzadeh, AIA
Principal Architect
Architectural Division, Engineering



**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LA RIVER
PROJECT CONSTRUCTION BUDGET
ATTACHMENT B-VERSION 1**

Construction Cost						
Category	Title/Firm	Scope of Work			Total	Comments
Construction	Ortiz Enterprises, Inc.	Allowances, Mobilization, SWPPP, Removals and Access, Bridge Structure, Pedestrian Approach and Bike Path, Landscaping, Drainage, Electrical and Lighting, Signage and Striping			\$ 18,585,375.00	
Construction Contingency			20% of Construction Costs			\$ 3,717,075.00
Total Construction Costs					\$ 22,302,450.00	
Construction Administration Costs						
Category	Title/Firm	Duties	Rate/Month	Months	Total	Comments
Project Management						
	BOE Project Mgr-Civil Engineer (Class 7237)	Manager the project through Construction phase	\$ 8,660.00	32	\$ 277,120.00	Billing rate of \$100/hr-Half Time
	Design Reviews	Review Design			\$ 20,000.00	Charge per work
Construction Management						
	BOE Construction Mgr -Civil Engineer (Class 7237)	Answering RFIs, responding to submittals, processing change orders, monitoring construction activity, negotiation of claims, cost estimating, assisting inspector in field work	\$ 17,330.00	32	\$ 554,560.00	Billing rate of \$100/hr -Full Time
	BOE Construction Mgr Civil Engineering Associate (Class 7246-3)		\$ 3,900.00	32	\$ 124,800.00	Billing rate of \$90/hr- Quarter Time
Inspection and Material Testing						
	BCA Inspector -Sr Inspector (Class 7294)	Inspecting all project activities for contract compliance, material evaluation and testing, and composing of daily field reports	\$ 14,700.00	32	\$ 470,400.00	Billing rate of \$85/hr -Full Time
	BCA Inspector - Inspector (Class 7291)		\$ 6,900.00	32	\$ 220,800.00	Billing rate of \$80/hr-Half Time
	BCA Inspector -Inspector (Class 7291)		\$ 3,460.00	32	\$ 110,720.00	Billing rate of \$80/hr-Quarter Time
Consultant Work						
Prime Consultant	SPF:a Architects	Providing technical expertise on shop drawings, submittals, RFIs, Performing field inspections, structural observations, interpreting construction related documents, attending construction meetings,			\$ 570,000.00	Actual Cost from Submitted Proposal + Contingency
Geotechnical Consultant	To Be Determined	Providing monitoring of geotechnical work during excavation and pile installation			\$ 150,000.00	Anticipated Costs. Final Cost will be negotiated with Consultant
Environmental Consultant	To Be Determined	Provide monitoring for biological impacts, water quality surveys for plants, bats, nesting birds, cultural materials, sensitive plants, implementation of soil management and noise control plan			\$ 150,000.00	Anticipated Costs. Final Cost will be negotiated with Consultant
Total Construction Engineering Administration Costs			~ 14% of Total Construction Costs		\$ 3,148,400.00	
Total Construction Budget					\$ 25,450,850.00	
MOU Agreement					\$ 21,700,000.00	
SHORTFALL					\$ (3,750,850.00)	

**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LA RIVER
CONSTRUCTION FUNDING DISBURSEMENT REQUEST NO. 05 (JANUARY 2021-JUNE 2021)**

Construction Costs																
Category	Title/Firm	A Total Construction Budget Per MOU, executed (3/07/2018)	B Total Construction Budget Reallocation and Revision (11/19/20)	C Additional Increases/ Deductions from Original Budget (B-A)	D Total Expenditure (July 2018- June 30, 2020 (Up to Quarterly Report No. 9)	E	F	G	H	I	J	K	L	M	N	O
						Quarter 1 7/1/2018-9/30/2018	Quarter 2 10/01/2018-12/31/2018	Quarters 3 01/01/2019-03/31/2019	Quarter 4 04/01/2019-06/30/2019	Quarter 5 07/01/2019-09/30/2019	Quarter 6 10/01/2019-12/30/2019	Quarter 7 01/01/2020-03/30/2020	Quarter 8 04/01/2020-06/30/2020	Quarter 9 07/01/2020-09/30/2020	Quarters 8 and 9 01/01/2021-06/30/2021	TOTAL 7/1/2018-6/30/2021
1a	Construction Costs	\$ 16,000,000.00	\$ 18,725,375.00	\$ 2,725,375.00	\$ 8,598,467.56	\$ -	\$ 110,845.60	\$ 111,111.50	\$ 614,192.45	\$ 1,277,654.45	\$ 443,076.70	\$ 2,787,098.48	\$ 875,293.68	\$ 3,258,732.59	\$ 10,126,907.44	\$ 18,725,375.00
1b	Contingency (Change Orders)	\$ 3,200,000.00	\$ 2,200,000.00	\$ (1,000,000.00)	\$ 879,537.89										\$ 1,320,462.11	\$ 2,200,000.00
Total Construction Costs		\$ 19,200,000.00	\$ 20,925,375.00	\$ 1,725,375.00	\$ 9,478,005.45	\$ -	\$ 110,845.60	\$ 111,111.50	\$ 614,192.45	\$ 1,277,654.45	\$ 443,076.70	\$ 2,787,098.48	\$ 875,293.68	\$ 3,258,732.59	\$ 11,447,369.55	\$ 20,925,375.00

Construction Engineering/Administration Costs Bureau of Engineering/Bureau of Contract Administration																	
2a	Project Management	BOE Project Mgr-Civil Engineer (Class 7237)															
	Construction Management	BOE Construction Mgr -Civil Engineer (Class 7237)															
2b		BOE Construction Mgr Civil Engineering Associate (Class 7246-3)															
	Construction Management Support Technical Review	BSL-Lighting Design Staff	\$ 1,397,340.00	\$ 1,600,000.00	\$ 202,660.00	\$ 1,511,379.75	\$ 69,581.94	\$ 56,827.16	\$ 83,839.76	\$ 142,329.82	\$ 269,930.52	\$ 178,530.40	\$ 169,378.38	\$ 235,048.49	\$ 305,913.28	\$ 298,497.23	\$ 1,600,000.00
		BOE -Environmental Staff Review															
		BOE -Environmental Staff															
		BOE- Geotechnical Staff															
2c		BOE-Structural Staff Review															
	Inspection and Material Testing	BCA Inspector -Sr Inspector (Class 7294)															
2d		BCA Inspector - Inspector (Class 7291)															

Consultants																	
3a	Architect	SPF:a Architects	\$ 320,550.00	\$ 650,000.00	\$ 329,450.00	\$ 351,502.77	\$ -	\$ -	\$ -	\$ 120,491.46	\$ -	\$ 60,019.00	\$ 170,992.31	\$ -	\$ -	\$ 298,497.23	\$ 650,000.00
3b	Geotechnical	Fugro	\$ 140,777.00	\$ 265,000.00	\$ 124,223.00	\$ 147,824.41	\$ -	\$ -	\$ -	\$ 1,013.00	\$ 31,737.00	\$ 75,720.46	\$ 5,360.25	\$ 21,837.65	\$ 12,156.05	\$ 117,175.59	\$ 265,000.00
3c	Environmental	Parsons	\$ 141,333.00	\$ 200,000.00	\$ 58,667.00	\$ 157,508.04	\$ -	\$ -	\$ -	\$ 59,754.73	\$ 29,477.91	\$ 25,430.32	\$ -	\$ 7,997.73	\$ 34,847.35	\$ 42,491.96	\$ 200,000.00

Direct Costs																					
4a	C&M Agreement	SCRRRA					\$ -	\$ -	\$ 175,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
4b	Mitigation Fees	Department of Fish and Wildlife-Land Veritas	\$ 500,000.00	\$ 750,000.00	\$ 250,000.00	\$ 663,054.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,946.00	\$ 750,000.00			
4c	Department of Cultural Affairs Approval	Department of Cultural Affairs					\$ -	\$ -	\$ -	\$ -	\$ 187,254.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4d	Mountain Recreation Conservation Agency Fees	Mountain Recreation Conservation Agency					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction Engineering / Administration Costs			\$ 2,500,000.00	\$ 3,465,000.00	\$ 965,000.00	\$ 2,831,268.97	\$ 319,581.94	\$ 56,827.16	\$ 259,639.76	\$ 323,589.01	\$ 518,399.43	\$ 389,700.18	\$ 345,730.94	\$ 264,883.87	\$ 352,916.68	\$ 843,608.01	\$ 3,465,000.00				
TOTAL CONSTRUCTION EXPENDITURE AND DISBURSEMENT REQUEST (JUNE 2021)			\$ 21,700,000.00	\$ 24,390,375.00	\$ 2,690,375.00	\$ 12,309,274.42	\$ 319,581.94	\$ 167,672.76	\$ 370,751.26	\$ 937,781.46	\$ 1,796,053.88	\$ 832,776.88	\$ 3,132,829.42	\$ 1,140,177.55	\$ 3,611,649.27	\$ 12,290,977.56	\$ 24,390,375.00				

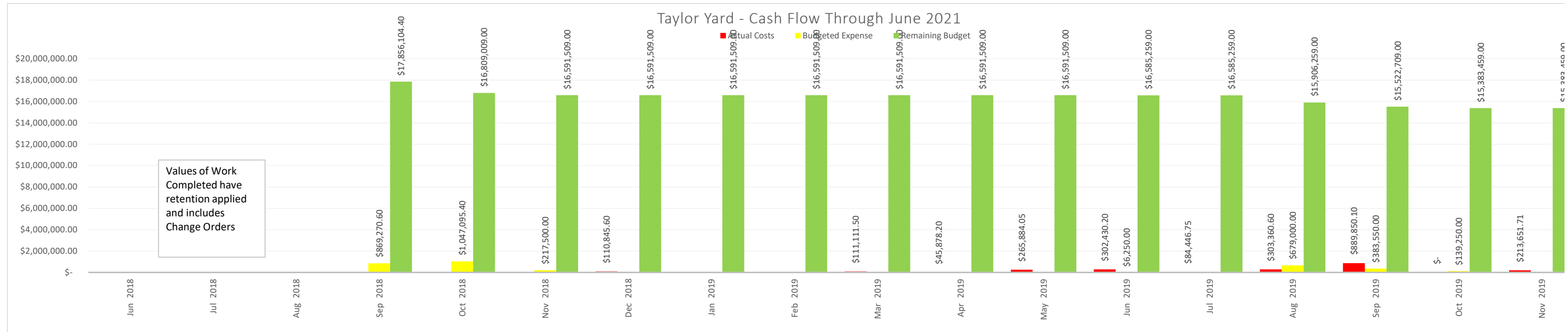
FUNDING DISBURSEMENT REQUESTS SUBMITTED TO METRO	DISBURSEMENT PAYMENT RECEIVED (5% Deduction for Retention)		DISBURSEMENT PAYMENT REQUESTED (No Retention)	
1. DISBURSEMENT NO.01	\$	(3,507,495.00)	\$	(3,692,100.00)
2. DISBURSEMENT NO.02	\$	(8,413,389.43)	\$	(8,856,199.40)
3. DISBURSEMENT NO.03	\$	(3,620,078.55)	\$	(3,810,609.00)
4. DISBURSEMENT NO.04	\$	(4,882,840.38)	\$	(5,139,832.41)
TOTAL DISBURSEMENTS TO DATE	\$	(20,423,803.36)	\$	(21,498,740.81)
FUNDING DISBURSEMENT REQUEST NO. 05 (JANUARY 2021-JUNE 2021)	\$	24,390,375.00	+	\$ (21,498,740.81)
FUNDING DISBURSEMENT REQUEST NO. 05 (JANUARY 2021-JUNE 2021) -5% RETENTION AMOUNT		5% of \$	2,891,634.19	\$ (144,581.71)
FUNDING DISBURSEMENT REQUEST NO. 05 (JANUARY 2021-JUNE 2021)			\$	2,747,052.48
FUNDING BALANCE REMAINING FROM MOU BUDGET OF \$21.7 M	\$	21,700,000.00	+	\$ (24,390,375.00)

Notes:
1. Staff Charges for Quarters 7 (\$169K) and 8 (\$235 K), in the amount of \$404K was not requested in Disbursement Request No. 03 Projection, and it is not requested in full in this Disbursement Request
2. Costs in this table are cumulative and costs herein have been incorporated in Disbursement Request No. 1, 2, and 3 and 4. Actual disbursement receipts, Nos 1, 2, 3 and 4 are shown herein.

**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE O/LA RIVER
ORTIZ ENTERPRISES- CASH FLOW DIAGRAM**

WO E1907487

Date	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019
Value of Work Completed this Period (Not including Retention)							\$ 110,845.60			\$ 111,111.50	\$ 45,878.20	\$ 265,884.05	\$ 302,430.20	\$ 84,446.75	\$ 303,360.60	\$ 889,850.10	\$ -	\$ 213,651.71
Budgeted Monthly Expense				\$869,270.60	\$1,047,095.40	\$217,500.00							\$6,250.00	\$679,000.00	\$383,550.00	\$139,250.00		
Total Remaining Balance				\$17,856,104.40	\$16,809,009.00	\$16,591,509.00	\$16,591,509.00	\$16,591,509.00	\$16,591,509.00	\$16,591,509.00	\$16,591,509.00	\$16,591,509.00	\$16,585,259.00	\$16,585,259.00	\$15,906,259.00	\$15,522,709.00	\$15,383,459.00	\$15,383,459.00



**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE O/LA RIVER
ORTIZ ENTERPRISES- CASH FLOW DIAGRAM**

WO E1907487

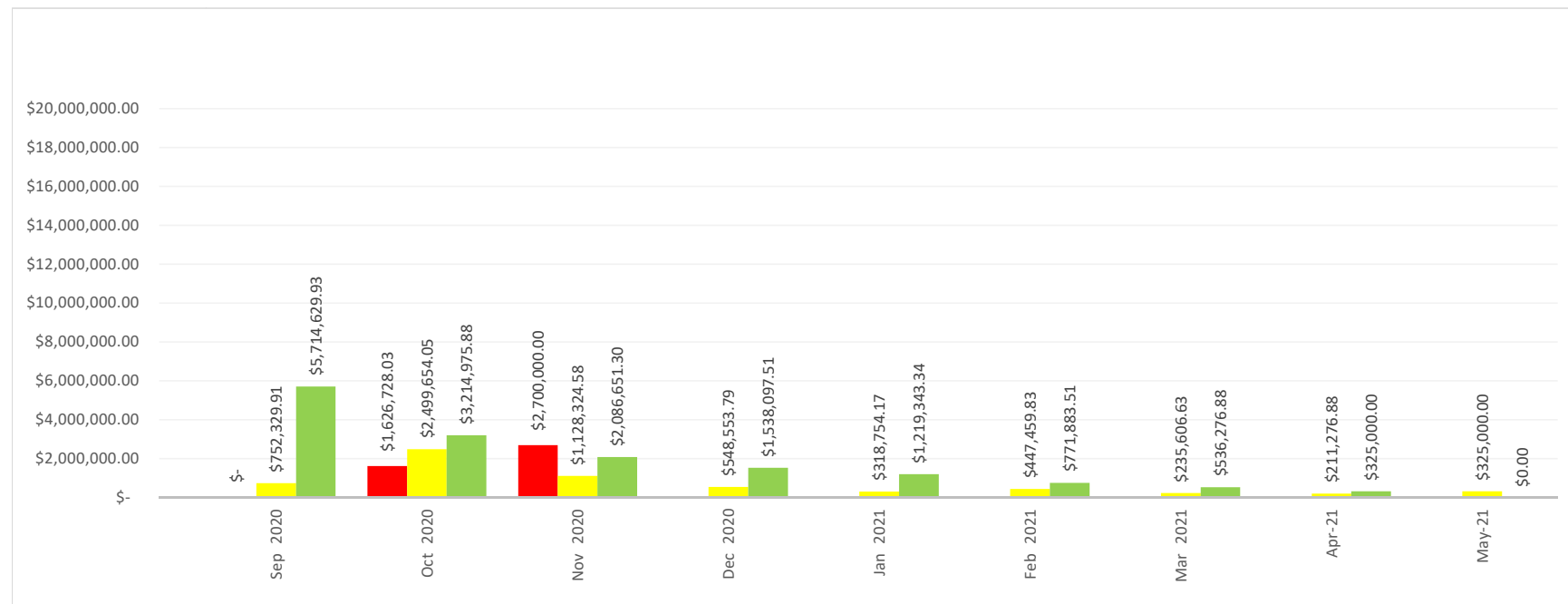
Date	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020
Value of Work Completed this Period (Not including Retention)	\$ 229,424.99	\$ 772,401.11	\$ 1,299,291.50	\$ 715,405.87	\$ -	\$ 55,518.17	\$ 819,775.51	\$ 2,768,095.35	\$ 490,637.24
Budgeted Monthly Expense	\$161,250.00		\$90,625.00	\$108,958.33	\$73,866.67	\$3,232,464.99	\$409,580.00	\$1,163,350.00	\$3,676,404.17
Total Remaining Balance	\$15,222,209.00	\$15,222,209.00	\$15,131,584.00	\$15,022,625.67	\$14,948,759.00	\$11,716,294.01	\$11,306,714.01	\$10,143,364.01	\$6,466,959.84



**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE O/LA RIVER
ORTIZ ENTERPRISES- CASH FLOW DIAGRAM**

WO E1907487

Date	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr-21	May-21	Period Total	Revised Contract (including Change Orders)
Value of Work Completed this Period (Not including Retention)	\$ -	\$ 1,626,728.03	\$ 2,700,000.00							\$ 13,804,736.48	\$ 13,804,736.48
Budgeted Monthly Expense	\$752,329.91	\$2,499,654.05	\$1,128,324.58	\$548,553.79	\$318,754.17	\$447,459.83	\$235,606.63	\$211,276.88	\$325,000.00	\$18,725,375.00	\$20,056,002.07
Total Remaining Balance	\$5,714,629.93	\$3,214,975.88	\$2,086,651.30	\$1,538,097.51	\$1,219,343.34	\$771,883.51	\$536,276.88	\$325,000.00	\$0.00	\$4,920,638.52	\$6,251,265.59



CONTRACTOR- COST LOADED SCHEDULE PROJECTION VS ACTUAL EXPENDITURE

		A	B	C	D	E	F
		Contractor- P6 Budgeted Expenditure (Per Month)	Contractor- P6 Budgeted Expenditure (Cumulative)	Contractor- P6 Budgeted Expenditure per Quarter (Cumulative)	Contractor- Actual Expenditure per Quarter (Payment Requests)	Contractor- Actual Expenditure per Quarter (Payment Requests (Cumulative))	Cost Difference (C-E)
Quarter 1	Jul-18	\$ -	\$ -				
	Aug-18	\$ -	\$ -				
	Sep-18	\$ 869,270.60	\$ 869,270.60	\$ 869,270.60	\$ -	\$ -	\$ 869,270.60
Quarter 2	Oct-18	\$ 1,047,095.40	\$ 1,916,366.00				
	Nov-18	\$ 217,500.00	\$ 2,133,866.00				
	Dec-18	\$ -	\$ 2,133,866.00	\$ 2,133,866.00	\$ 110,845.60	\$ 110,845.60	\$ 2,023,020.40
Quarter 3	Jan-19	\$ -	\$ 2,133,866.00				
	Feb-19	\$ -	\$ 2,133,866.00				
	Mar-19	\$ -	\$ 2,133,866.00	\$ 2,133,866.00	\$ 111,111.50	\$ 221,957.10	\$ 1,911,908.90
Quarter 4	Apr-19	\$ -	\$ 2,133,866.00				
	May-19	\$ -	\$ 2,133,866.00				
	Jun-19	\$ 6,250.00	\$ 2,140,116.00	\$ 2,140,116.00	\$ 614,192.45	\$ 836,149.55	\$ 1,303,966.45
Quarter 5	Jul-19	\$ -	\$ 2,140,116.00				
	Aug-19	\$ 679,000.00	\$ 2,819,116.00				
	Sep-19	\$ 383,550.00	\$ 3,202,666.00	\$ 3,202,666.00	\$ 1,277,654.45	\$ 2,113,804.00	\$ 1,088,862.00
Quarter 6	Oct-19	\$ 139,250.00	\$ 3,341,916.00				
	Nov-19	\$ -	\$ 3,341,916.00				
	Dec-19	\$ 161,250.00	\$ 3,503,166.00	\$ 3,503,166.00	\$ 443,076.70	\$ 2,556,880.70	\$ 946,285.30
Quarter 7	Jan-20	\$ -	\$ 3,503,166.00				
	Feb-20	\$ 90,625.00	\$ 3,593,791.00				
	Mar-20	\$ 108,958.33	\$ 3,702,749.33	\$ 3,702,749.33	\$ 2,787,098.48	\$ 5,343,979.18	\$ (1,641,229.85)
Quarter 8	Apr-20	\$ 73,866.67	\$ 3,776,616.00				
	May-20	\$ 3,232,464.99	\$ 7,009,080.99				
	Jun-20	\$ 409,580.00	\$ 7,418,660.99	\$ 7,418,660.99	\$ 875,293.68	\$ 6,219,272.86	\$ 1,199,388.13
Quarter 9	Jul-20	\$ 1,163,350.00	\$ 8,582,010.99				
	Aug-20	\$ 3,676,404.17	\$ 12,258,415.16				
	Sep-20	\$ 752,329.91	\$ 13,010,745.07	\$ 13,010,745.07	\$ 3,258,732.59	\$ 9,478,005.45	\$ 3,532,739.62
Quarter 10 (Current Quarter)*	Oct-20	\$ 2,499,654.05	\$ 15,510,399.12				
	Nov-20	\$ 1,128,324.58	\$ 16,638,723.70				
	Dec-20	\$ 548,553.79	\$ 17,187,277.49	\$ 17,187,277.49	\$ 4,326,728.03	\$ 13,804,733.48	\$ 3,382,544.01
Quarter 11	Jan-21	\$ 318,754.17	\$ 17,506,031.66				
	Feb-21	\$ 447,459.83	\$ 17,953,491.49				
	Mar-21	\$ 235,606.83	\$ 18,189,098.32	\$ 18,189,098.32	FUTURE	FUTURE	FUTURE
Quarter 12	Apr-21	\$ 211,276.88	\$ 18,400,375.00				
	May-21	\$ 325,000.00	\$ 18,725,375.00				
	Jun-21	\$ -	\$ 18,725,375.00	\$ 18,725,375.00	FUTURE	FUTURE	FUTURE
Total			\$ 18,725,375.00				
Current Executed Change Orders as of 11/19/20			\$ 1,330,627.07				
Current Contract Amount			\$ 20,056,002.07				
Notes:							
1) The cost differences between the cost loaded anticipated expenditures and the actual expenditures (Column F) are due to payment requests being delayed							
2) This expenditure for quarter 10 has not completed the month of December 2020, which is expected to be another \$2 M payment request							
3) Contractor Payment Request include change order costs							



Activity ID	Activity Name	Original Duration	Start	Finish	Expense Cost % Complete	Budgeted Expense Cost	Actual Expense Cost	Remaining Expense Cost	2018												2019												2020												2021											
									Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	N	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project: City of LA - Taylor Yard Bikeway Ped Bridge																																																								
WBS: Taylor Yard Bikeway/Ped Bridge																																																								
WBS: Review and Approve																																																								
Rev-0015	Rev & App Falsework	30	03-Mar-20A	08-May-20A	7%	\$50,000.00	\$3,500.00	\$46,500.00																																																
WBS: Long Lead Items																																																								
A1008	Furnish Structural Steel - Stinger	0	18-Dec-19A	04-Aug-20	50.73%	\$3,026,664.99	\$1,535,355.99	\$1,491,309.00																																																
WBS: Stage 1																																																								
WBS: Admin																																																								
S1-0019	Utility - Coordination	40	21-Sep-18A	10-Oct-18A	64.33%	\$1,225,451.00	\$788,330.39	\$437,120.61																																																
S1-0020	Mobilization	5	21-Sep-18A	10-Oct-18A	94.07%	\$600,000.00	\$564,445.60	\$35,554.40																																																
S1-0021	Field Office	5	21-Sep-18A	27-Sep-18A	100%	\$45,451.00	\$45,451.00	\$0.00																																																
WBS: Construction																																																								
WBS: Traffic Control																																																								
49-1001	Temp Stripe / Delineators / Crash Cushions	1	07-Jul-20	07-Jul-20	52%	\$75,000.00	\$38,997.60	\$36,002.40																																																
50-1005	Misc - Access Roads	2	20-May-19A	21-May-19A	66.87%	\$187,000.00	\$125,050.00	\$61,950.00																																																
64-1004	Remove Bike Path - PCC, Trees, planting Clear and Gru	3	22-Apr-19A	24-Apr-19A	79.68%	\$157,915.00	\$125,826.43	\$32,088.57																																																
WBS: Water Diversion/SWPPP/BMPs																																																								
5-1001	Setup Netting Up Stream - Bio Work relocations	1	15-Apr-19A	15-Apr-19A	68.82%	\$50,000.00	\$34,410.00	\$15,590.00																																																
5-1002	Install Diversion	3	30-Apr-19A	03-May-19A	81.69%	\$375,000.00	\$306,345.00	\$68,655.00																																																
WBS: Structures																																																								
WBS: Bridge																																																								
WBS: Bridge																																																								
B1000	Remove Existing Structures	2	07-Jun-19A	11-Jun-19A	63.54%	\$138,500.00	\$88,000.00	\$50,500.00																																																
WBS: Abut 1																																																								
Abut1-1000	South Abut - Struct Ex Footings	3	10-Jun-19A	11-Jun-19A	92.44%	\$6,250.00	\$5,777.50	\$472.50																																																
Abut1-1001	South Abut - CIDH Piles and Testing	15	10-Aug-19A	14-Aug-19A	100%	\$188,650.00	\$188,650.00	\$0.00																																																
Abut1-1008	South Abut 1 - Pour Pile Cap	1	07-Jul-20	07-Jul-20	0%	\$74,000.00	\$0.00	\$74,000.00																																																
WBS: Pier 2																																																								
Pier 2-1000	Pier 2 - Struct Ex open cuts	3	01-Aug-19A	07-Aug-19A	92.83%	\$120,000.00	\$186,400.00	\$14,400.00																																																
Pier 2-1001	Pier 2 - CIDH Piles and Testing	15	21-Aug-19A	10-Sep-19A	100%	\$559,000.00	\$558,987.00	\$13.00																																																
Pier 2-1004	Pier 2 Footing Pour	1	25-Jun-20A	25-Jun-20A	12.71%	\$362,000.00	\$46,000.00	\$316,000.00																																																
Pier 2-1008	Pier 2 - Pour Pier Wall	1	24-Jul-20	24-Jul-20	0%	\$590,000.00	\$0.00	\$590,000.00																																																
Pier 2-1009	Pier 2 - Strip/Cure Pier Wall / Backfill	3	25-Jul-20	27-Jul-20	31.49%	\$202,150.00	\$63,650.00	\$138,500.00																																																
WBS: Abut 3																																																								
Abut3-1001	North Abut 3 - Structure Ex/Drill Piles	12	13-Sep-19A	18-Sep-19A	99.76%	\$194,900.00	\$194,427.50	\$472.50																																																
Abut3-1008	North Abut 3 - Pour Abut Pile Cap	1	07-Jul-20	07-Jul-20	0%	\$74,000.00	\$0.00	\$74,000.00																																																
WBS: Bridge Deck																																																								
WBS: Steel Structure Stage 1																																																								
Stage 1-20000	Assemble Steel Work	10	04-Aug-20*	17-Aug-20	0%	\$640,011.67	\$0.00	\$640,011.67																																																
Stage 1-20001	Install Stay in place formwork and railing	5	18-Aug-20*	24-Aug-20	0%	\$535,575.00	\$0.00	\$535,575.00																																																
Stage 1-20003	stress horizontal bracing rods per S103	2	03-Sep-20	04-Sep-20	0%	\$597,611.66	\$0.00	\$597,611.66																																																
WBS: Steel Structure Stage 3																																																								
Stage 3-1	Install & Stress hor. bracing rods w/in splice bays	7	09-Oct-20	19-Oct-20	52.59%	\$526,500.00	\$276,874.63	\$249,625.37																																																
Stage 3-2	Stress Stage 1 vertical Bracing rods	3	20-Oct-20	22-Oct-20	24.19%	\$1,802,611.67	\$436,001.88	\$1,366,609.79																																																
WBS: Steel Structure stage 4																																																								
Stage 4-2	Cast Slab deck	2	13-Nov-20	16-Nov-20	0%	\$802,700.00	\$0.00	\$802,700.00																																																
WBS: Steel Structure Stage 5																																																								
Stage 5-2	Complete all Finishes	5	29-Jan-21	04-Feb-21	0%	\$297,000.00	\$0.00	\$297,000.00																																																
WBS: NS Bike Path RW 1																																																								
64-RW1-S1-1000	Ex - RW 1 Sta 2+00 to Sta 1+45	1	05-Feb-20A	07-Jul-20	11.62%	\$200,000.00	\$23,250.00	\$176,750.03																																																
64-RW1-S2-1000	Ex - RW 1 Sta 1+00 to 3+00	1	04-Aug-20	04-Aug-20	0%	\$1,870,300.00	\$0.00	\$1,870,299.96																																																
RW1-S1-1004	Sta 2+00 to Sta 1+45- Ftg - Pour	2	18-Aug-20	20-Aug-20	97.07%	\$80,625.00	\$103,500.00	\$3,125.00																																																
RW1-S1-1008	Sta 2+00 to Sta 1+45- Walls - Pour	2	06-Oct-20	08-Oct-20	97.07%	\$80,625.00	\$103,500.00	\$3,125.00																																																
RW1-S2-1004	1+09 to 3+0 - Ftg - Pour	1	17-Sep-20	18-Sep-20	97.07%	\$80,625.00	\$103,500.00	\$3,125.00																																																
RW1-S2-1008	1+09 to 3+0 - Walls - Pour	2	24-Nov-20	30-Nov-20	88.75%	\$90,625.00	\$103,500.00	\$13,125.00																																																
WBS: SS Bike Path RW 2																																																								
RW2-SS-S1-1004	Sta 8+45 to Sta 7+24- Ftg - Pour	2	02-Jan-20A	02-Jan-20A	97.07%	\$80,625.00	\$103,500.00	\$3,125.00																																																
RW2-SS-S1-1008	Sta 8+45 to Sta 7+24 - Wall - Pour	2	26-Mar-20A	08-May-20A	97.07%	\$80,625.00	\$103,500.00	\$3,125.00																																																

█ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Primary Baseline
 █ Remaining Work
 ◆ Milestone



Activity ID	Activity Name	Original Duration	Start	Finish	Expense Cost % Complete	Budgeted Expense Cost	Actual Expense Cost	Remaining Expense Cost	2018												2019												2020												2021											
									May	Jun	Jul	Aug	Sep	Oct	N	Dec	Jan	F	Mar	Apr	May	Jun	Jul	Aug	S	Oct	N	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	S	Oct	Nov	Dec	Jan	F	Mar	Apr	May	Jun										
									Gantt Chart Area																																															
RW2-SS-S2-1004	Sta 7+24 to Sta 8+48.22 - Ftg - Pour	1	03-Jan-20A	03-Jan-20A	97.07%	\$80,625.00	\$103,500.00	\$3,125.00	[Gantt Chart: 03-Jan-20A to 03-Jan-20A]																																															
RW2-SS-S2-1008	Sta 7+24 to Sta 8+69 East - Wall - Pour	2	26-Feb-20A	26-Feb-20A	88.75%	\$90,625.00	\$103,500.00	\$13,125.00	[Gantt Chart: 26-Feb-20A to 26-Feb-20A]																																															
RW2-SS-S2-1010	Backfill Walls	20	04-May-20A	03-Aug-20	0%	\$58,000.00	\$0.00	\$58,000.00	[Gantt Chart: 04-May-20A to 03-Aug-20]																																															
WBS: Street Improvements		389	05-Sep-19A	23-Apr-21	7.45%	\$1,794,185.00	\$132,557.20	\$1,646,883.30	[Gantt Chart Summary: 05-Sep-19A to 23-Apr-21]																																															
WBS: NS Bike Path		128	19-Oct-20	23-Apr-21	1.61%	\$642,497.50	\$10,350.00	\$632,147.50	[Gantt Chart Summary: 19-Oct-20 to 23-Apr-21]																																															
63-NS1-0001	NS - Saw Cut/Removals	3	19-Oct-20	22-Oct-20	0%	\$7,650.00	\$0.00	\$7,650.00	[Gantt Chart: 19-Oct-20 to 22-Oct-20]																																															
NS1-0008	NS - Pour PCC - Road Section	21	22-Jan-21	22-Feb-21	0%	\$205,625.00	\$0.00	\$205,625.00	[Gantt Chart: 22-Jan-21 to 22-Feb-21]																																															
NS1-0010	NS - PCC - Slope	15	03-Mar-21	24-Mar-21	0%	\$39,675.00	\$0.00	\$39,675.00	[Gantt Chart: 03-Mar-21 to 24-Mar-21]																																															
NS1-0011	Hardscape - Irrigation	15	22-Feb-21	15-Mar-21	7.33%	\$141,130.00	\$10,350.00	\$130,780.00	[Gantt Chart: 22-Feb-21 to 15-Mar-21]																																															
NS1-0012	Hardscape - planting	20	15-Mar-21	12-Apr-21	0%	\$155,425.00	\$0.00	\$155,425.00	[Gantt Chart: 15-Mar-21 to 12-Apr-21]																																															
NS1-0013	Concrete Crossing Panels	5	12-Apr-21	19-Apr-21	0%	\$80,000.00	\$0.00	\$80,000.00	[Gantt Chart: 12-Apr-21 to 19-Apr-21]																																															
NS1-0014	Steel Barrier Gate	3	19-Apr-21	22-Apr-21	0%	\$11,500.00	\$0.00	\$11,500.00	[Gantt Chart: 19-Apr-21 to 22-Apr-21]																																															
NS1-0015	AC Paving	1	22-Apr-21	23-Apr-21	0%	\$1,492.50	\$0.00	\$1,492.50	[Gantt Chart: 22-Apr-21 to 23-Apr-21]																																															
WBS: SS Bike Path		300	05-Sep-19A	16-Dec-20	10.75%	\$1,151,687.50	\$122,207.20	\$1,014,735.80	[Gantt Chart Summary: 05-Sep-19A to 16-Dec-20]																																															
SS-0001a	SS - Saw Cut/Removals	3	05-Sep-19A	09-Sep-19A	22.31%	\$7,650.00	\$1,707.00	\$5,943.00	[Gantt Chart: 05-Sep-19A to 09-Sep-19A]																																															
SS-0002	SS - Struc Ex	7	10-Sep-19A	16-Sep-19A	84.84%	\$40,100.00	\$21,512.20	\$3,843.30	[Gantt Chart: 10-Sep-19A to 16-Sep-19A]																																															
SS-003	SS - Place Class II Base	15	04-Jun-20A	04-Jun-20A	45.24%	\$42,000.00	\$19,000.00	\$23,000.00	[Gantt Chart: 04-Jun-20A to 04-Jun-20A]																																															
SS-008	SS - Pour PCC - Road Section	21	23-Jun-20A	25-Jun-20A	0%	\$205,625.00	\$0.00	\$205,625.00	[Gantt Chart: 23-Jun-20A to 25-Jun-20A]																																															
SS-010	SS - PCC - Slope	15	08-May-20A	08-May-20A	0%	\$39,675.00	\$0.00	\$39,675.00	[Gantt Chart: 08-May-20A to 08-May-20A]																																															
SS-011	Hardscape - Irrigation	40	18-Aug-20	13-Oct-20	18.77%	\$141,130.00	\$26,488.00	\$114,642.00	[Gantt Chart: 18-Aug-20 to 13-Oct-20]																																															
SS-012	Hardscape - planting	40	14-Oct-20	11-Dec-20	0%	\$155,425.00	\$0.00	\$155,425.00	[Gantt Chart: 14-Oct-20 to 11-Dec-20]																																															
SS-015	AC Paving	1	14-Dec-20	14-Dec-20	0%	\$1,492.50	\$0.00	\$1,492.50	[Gantt Chart: 14-Dec-20 to 14-Dec-20]																																															
SS-1001	potholing / Utility Investigation	1	09-Sep-19A	09-Sep-19A	42.08%	\$91,500.00	\$38,500.00	\$53,000.00	[Gantt Chart: 09-Sep-19A to 09-Sep-19A]																																															
SS-1003	Install 4" PVC Drain Pipe	15	06-May-20A	08-May-20A	0%	\$41,850.00	\$0.00	\$41,850.00	[Gantt Chart: 06-May-20A to 08-May-20A]																																															
SS-1005	PCC - Bikeway	10	04-Aug-20	17-Aug-20	10%	\$150,000.00	\$15,000.00	\$135,000.00	[Gantt Chart: 04-Aug-20 to 17-Aug-20]																																															
SS-1006	PCC - Grind and Overlay / Handrail / Misc	10	18-Aug-20	31-Aug-20	0%	\$231,240.00	\$0.00	\$231,240.00	[Gantt Chart: 18-Aug-20 to 31-Aug-20]																																															
SS-1007	Stripe	2	15-Dec-20	16-Dec-20	0%	\$4,000.00	\$0.00	\$4,000.00	[Gantt Chart: 15-Dec-20 to 16-Dec-20]																																															
WBS: Wet Utilities		3	12-Apr-21	15-Apr-21	0%	\$60,000.00	\$0.00	\$60,000.00	[Gantt Chart Summary: 12-Apr-21 to 15-Apr-21]																																															
WBS: Drainage		3	12-Apr-21	15-Apr-21	0%	\$60,000.00	\$0.00	\$60,000.00	[Gantt Chart Summary: 12-Apr-21 to 15-Apr-21]																																															
WBS: Line B		3	12-Apr-21	15-Apr-21	0%	\$60,000.00	\$0.00	\$60,000.00	[Gantt Chart Summary: 12-Apr-21 to 15-Apr-21]																																															
NS-DB-001	NS - Overflow Drainage Basin	3	12-Apr-21	15-Apr-21	0%	\$60,000.00	\$0.00	\$60,000.00	[Gantt Chart: 12-Apr-21 to 15-Apr-21]																																															
WBS: Stage 2		42	20-Nov-20	18-Jan-21	4.83%	\$849,399.00	\$41,055.21	\$808,343.79	[Gantt Chart Summary: 20-Nov-20 to 18-Jan-21]																																															
WBS: Construction		42	20-Nov-20	18-Jan-21	4.83%	\$849,399.00	\$41,055.21	\$808,343.79	[Gantt Chart Summary: 20-Nov-20 to 18-Jan-21]																																															
WBS: Traffic Control		10	20-Nov-20	07-Dec-20	11.25%	\$261,899.00	\$29,455.21	\$232,443.79	[Gantt Chart Summary: 20-Nov-20 to 07-Dec-20]																																															
50-2004	Remove Temp Access ramp	5	20-Nov-20	30-Nov-20	0%	\$57,350.00	\$0.00	\$57,350.00	[Gantt Chart: 20-Nov-20 to 30-Nov-20]																																															
50-2005	Remove Temp Fence East and West Sides	5	01-Dec-20	07-Dec-20	14.4%	\$204,549.00	\$29,455.21	\$175,093.79	[Gantt Chart: 01-Dec-20 to 07-Dec-20]																																															
WBS: Street Improvements		60	20-Nov-20	18-Jan-21	1.97%	\$587,500.00	\$11,600.00	\$575,900.00	[Gantt Chart Summary: 20-Nov-20 to 18-Jan-21]																																															
WBS: North Side		60	20-Nov-20	18-Jan-21	1.97%	\$587,500.00	\$11,600.00	\$575,900.00	[Gantt Chart Summary: 20-Nov-20 to 18-Jan-21]																																															
NS2-0013	Install Lighting and Misc Electrical	60	20-Nov-20	18-Jan-21	1.97%	\$587,500.00	\$11,600.00	\$575,900.00	[Gantt Chart: 20-Nov-20 to 18-Jan-21]																																															
WBS: Project Closeout		118	19-Jan-21	16-May-21	59.31%	\$370,000.00	\$306,769.58	\$210,482.41	[Gantt Chart Summary: 19-Jan-21 to 16-May-21]																																															
PC-0008	Tests Lighting Final	20	19-Jan-21	07-Feb-21	0%	\$45,000.00	\$0.00	\$45,000.00	[Gantt Chart: 19-Jan-21 to 07-Feb-21]																																															
PC-0011	Demobilize	1	16-May-21	16-May-21	0%	\$100,000.00	\$0.00	\$100,000.00	[Gantt Chart: 16-May-21 to 16-May-21]																																															
PC-0012	Project Completion	0	16-May-21	16-May-21	82.41%	\$225,000.00	\$306,769.58	\$65,482.41	[Gantt Chart: 16-May-21 to 16-May-21]																																															

█ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Primary Baseline
█ Remaining Work
◆ Milestone



Board Report

File #: 2020-0704, **File Type:** Motion / Motion Response

Agenda Number: 34.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021**

SUBJECT: REPORT ON FARE CAPPING IN RESPONSE TO MOTION 31.1

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. APPROVE moving forward with the fare capping pilot; and
- B. NEGOTIATE and execute project-related contract awards, including contract modifications, up to the amount needed for software development and integration to implement fare capping.

ISSUE

In September 2020, the Board of Directors adopted Motion 31.1 by Director Butts and Director Barger that directed staff to return to the Board with a status report on the development of a budget and timeline for fare capping options to be phased in over time. Staff previously provided a report (File ID 2020-0565) on the evaluation of fare capping for Metro in response to Motion 36 “Emergency Relief: Full Price Passes”.

BACKGROUND

Fare capping provides an equitable fare payment option by offering customers the means to pay as they go while earning a day pass, a weekly pass or a monthly pass. No longer will customers have to pay \$100 upfront for a monthly pass. This feature allows everyone to benefit from traveling on Metro with the foreknowledge that they will pay the lowest price possible for travel.

DISCUSSION

Staff was instructed to examine if ridership growth could be anticipated from capping fares. In response, ridership growth is possible since implementation of fare capping will result in:

1. Accessible and equitable fare payment options
 - With no more passes to buy, customers will load their TAP card quickly and easily with Stored Value at TAP Vending Machines, bus fareboxes, retail outlets, on the mobile app

or online.

- Customers will know the best fare is calculated automatically for them, ensuring they pay the lowest possible price.
- With the newly launched TAP mobile app, customers can effortlessly purchase a TAP card on their phones and load Stored Value. The TAP card in the mobile app can be used immediately to pay and earn the same fare capping benefits as any TAP card.

2. Streamlined fare structure

- Refund requests will decrease since riders will not be able to purchase an incorrect pass.
- Software testing will decrease due to a simplified fare structure.

Motion 36 - "Emergency Relief: Full-Price Passes"

As directed by the Board, TAP will initiate the sale of promotional passes at 50% of the cost of full-price passes when front-door boarding commences.

Motion 31.1 - Fare Capping Coordination with Fareless System Initiative (FSI)

The TAP system is very flexible, and TAP can offer free fares to select groups such as Students K-12 and low-income riders, while all remaining customers benefit from fare capping.

For example:

1. If fare capping is approved, TAP will begin software development followed by a pilot test of fare capping of the Metro day pass.
2. TAP will then expand fare capping to all rider classes and passes.
3. FSI recommendations for a particular rider class or classes can be accommodated at any time (two months' notice).
4. All these programs can run concurrently or separately.

Implementation Process (Schedule)

Staff recommends a multi-step approach for fare capping by first initiating an early pilot of daily capping for select Metro customers before expanding to all riders. Implementation of fare capping is considered a fare change therefore a Title VI analysis and public hearings must be conducted. Software development and testing efforts to implement the pilot will take between 6 to 9 months from Notice-To-Proceed (NTP) following contract executions.

System Software Upgrade (6 to 9 months)

- a. Software design
- b. Software development
- c. Lab and seed testing

Step 1: Early Pilot

- a. Limited launch with select group for day pass
- b. Monitor and evaluate

Step 2: Expanded Pilot (6 months); full Metro launch

- a. Expand fare capping to all rider classes; add capping of 7-day and monthly passes

Step 3: Regional Fare Capping (Simultaneous with Step 1 to 2)

- a. Work with TAP partner agencies to simplify regional fare structure. Participating agencies, including Metro, would replace local passes with regional passes valid for travel on all participating transit systems
- b. Update the Regional TAP Program and Service Center Operating Rules

Software Development

The current TAP system and TAP mobile app will require additional software design/development and testing to support fare capping. TAP cards will require a “fare capping” configuration written onto them, while fare collection equipment - TAP Vending Machines, faregates, station validators, bus fareboxes and mobile validators - will require a software upgrade. The upgrade will include a display of fare capping status showing the progress towards paying for rides and earning passes. A software modification will also be necessary on the Mobile Phone Validators, used by fare enforcement staff, to correctly check and process the fare capping status of TAP cards.

TAP’s customer relationship management system, *TAPforce*, as well as the *taptogo.net* website and TAP vendor sales devices will require upgrades to provide a seamless customer experience. Customers will be able to call into the TAP Call Center or log into their *taptogo.net* accounts to see a progress bar on how much value has been deducted and how much more is needed to earn a pass.

Marketing and Accessibility

A thorough marketing and public information campaign will be necessary to ensure customers understand the benefits of fare capping and the pay-as-you-go model. Messaging would be consistent throughout a traditional print and digital marketing campaign to include important customer education tools, as well as highlight the TAP mobile app. The campaign would include strategies to distribute up to one million TAP cards in advance of implementation - this was proven successful during the transfer on second boarding and token elimination efforts to ensure cash customers transition seamlessly to TAP. Staff will also prepare internal campaigns to support in-person trainings, on-site division marketing and materials for operators to distribute to customers.

Staff will focus on promoting existing touchpoints where TAP cards are readily available. Customers can purchase and load Stored Value onto TAP cards with cash or debit/credit card at over 1,000 TAP vendor locations, 495 TAP Vending Machines, about 2,500 bus fareboxes, *taptogo.net*, on the TAP mobile app or by calling the TAP Service Center.

DETERMINATION OF SAFETY IMPACT

No adverse safety impacts are anticipated.

FINANCIAL IMPACT

The budget for Steps 1 and 2 as described above is estimated between \$6 to \$8 million. Contract awards to various vendors are necessary for full system software development and integration for fare capping on Metro. This is a preliminary estimate which does not include an amount for Metro's labor and related overhead costs.

Fare revenue loss from capping fares is anticipated. Staff will monitor closely and keep the Board updated.

Upon Board approval, funding for the fare capping project will be identified and included into the FY22 budget. Since this is a multi-year effort, the Executive Officer of TAP and Project Manager will be responsible for budgeting costs in future years.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Pilot and implementation of fare capping would support:

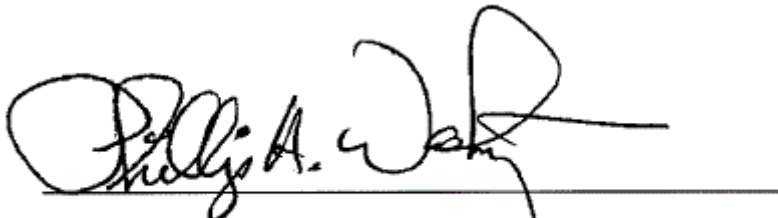
- Strategic Plan Goal #1: Provide high quality mobility options that enable people to spend less time traveling as part of an effort to manage transportation demand through fair and equitable pricing structures.
- Strategic Plan Goal #2: Deliver outstanding trip experiences for all users of the transportation system by improving legibility, ease of use, and trip information on the transit system.

NEXT STEPS

Staff will negotiate and execute necessary contracts and contract modifications for full system software development and integration for fare capping on Metro. Staff can report back to the Board, if requested, on project-related contracts and contract modifications executed under this delegated authority.

Prepared by: David Sutton, Executive Officer, TAP, 213.922.5633

Reviewed by: Nalini Ahuja, Chief Financial Officer, (213) 922-3088



Phillip A. Washington
Chief Executive Officer

Fare Capping Response to Motion 31.1

Executive Management Committee
March 18, 2021



Fare Capping/Best Fares

- Instead of paying upfront for a pass, customers use their TAP cards to pay-as-they-go to earn 1-day, 7-day or 30-day passes
- Once a customer reaches the fare equivalent for each specific pass period, the remaining rides are at no cost
- Implementation of fare capping will result in more streamlined fare structure, and provide accessible and equitable fare payment options
- Preliminary cost estimate for full system software development and integration for fare capping on Metro is between \$6 and \$8 million

Fare Capping Implementation Strategy

Step 1 - Early Pilot

Limited launch with select group for day pass. Pilot can be implemented after 6 to 9 months from Notice-To-Proceed

Step 2 - Expanded Pilot (6 months)

Expand to all groups and passes; full Metro launch

Step 3 (Simultaneous with Step 1 to 2)

Work with TAP partner agencies to simplify regional fare structure

Fare Capping Coordination with FSI

- TAP is flexible and can easily coordinate with Fareless System Initiative (FSI) recommendations
- Various programs can run concurrently or separately

For example:

1. Once approved, TAP will begin software development followed by pilot of fare capping of Metro's day pass
2. FSI recommendations for a particular rider class or classes can be accommodated at any time with two months' notice



Board Report

File #: 2020-0736, **File Type:** Project

Agenda Number: 35.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021**

**SUBJECT: UNIVERSAL CITY/STUDIO CITY STATION ACTIVATION AND MOBILITY HUB
CONCEPT**

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- a. INTRODUCING a station activation and mobility hub concept at Universal City/ Studio City B Line (Red) Station; and
- b. AUTHORIZING staff to develop a strategic plan, including identifying necessary real estate, infrastructure and financing to support the station activation and increased mobility.

ISSUE

Staff is presenting a station activation and mobility hub concept at the Universal City/Studio City Station (Station) to form a long-term vision for the property which will improve the customer experience and enhance the quality of life in the surrounding communities.

BACKGROUND

The Station was opened in 2000 as part of the B Line (Red) Segment 3 Project. Located just a mile south of the confluence of the 134, 101 and 170 freeways, the Station is in a prime real estate location providing the jobs and housing-rich San Fernando Valley with dramatically reduced travel times to Hollywood and downtown.

Metro owns two large parcels at the Station. The first parcel is the Station's main parking facility located on the north side of the 101-freeway with access from both Lankershim Boulevard and Campo de Cahuenga. The second parcel is directly across the street and currently serves as a bus plaza and layover facility with an entrance on Campo de Cahuenga. These two pieces of property provide ample real estate and opportunity to transform the Station.

Three parking facilities service the Station. Metro's main lot has a capacity of 550 parking spaces and serves as the main facility. Two additional park and ride facilities south of the 101-freeway owned by Caltrans (80 spaces) and LA County (202 spaces) also serve the Station totaling just over 800 spaces for the station.

DISCUSSION

Metro B Line (Red) is the backbone of the Metro system, with direct connections to most existing and future rail lines as well as more than a dozen major bus lines. As such, transit demand is anticipated to continue to grow significantly under Measure M with extensions leading to better mobility across Los Angeles County. The Station is well connected to destinations throughout the San Fernando Valley. Three of the County's largest employers-Disney, Warner Bros., and NBCUniversal Studios-as well as a vast number of supportive services are located within two miles of the Station. The Station is situated in an intensive mixed-use area with a variety of multi- and single-family homes, thousands of jobs, hundreds of retailers, as well as major parks and amenities within walking distance.

Current Challenges

Despite the mixed-use, amenity-rich environment, the site presents a number of challenges. Major infrastructure in the area creates barriers that are difficult to navigate without a car (the Station area has the highest reported car use of all 13 B Line (Red) Stations); bike and pedestrian facilities connecting the Station to area destinations are limited (the 2016 Metro Active Transportation Strategic Plan ranked the Station last among the B Line (Red) Stations on almost all walkability categories); and there are no designated bicycle facilities connecting to the Station. Within the site, portions of the surface park and ride lot are more remote, and due to the fragmented layout of the facilities, navigating to find parking can be a challenge. The site presents long stretches of unactivated street frontage, particularly along Bluffside Drive where a wall, landscaping and parked cars limit visibility.. Security in and around the site is further challenged by the relatively limited number of people that use it throughout the day and night who could provide passive surveillance or "eyes on the street." Covid-19 has exacerbated these issues.

Long-Term Goals and Master Planning

With the Station located on a prime location and given B-Line is the backbone of the Metro system, it is necessary to develop a long-term strategic plan activating the station and surrounding property which will enhance overall transit customer experience. Moreover, the location is also a good candidate to be considered for a transit-oriented development project. A development master plan for the Station is recommended. It could include, but not be limited to, affordable housing, first and last mile components, improved transit parking, enhanced bus operation infrastructure, economic motivators (such as retail and offices), active transportation and alternative mobility connectivity infrastructure development. By activating the Station with such a master plan, it will not only enhance Metro customer experience but also improve the quality of life in the community. Increasing foot traffic from both transit ridership and destination visits will assist to address security issues in the long term.

Future Joint Development

The 10.75-acre site represents one of Metro's most significant and marketable joint development opportunities. Current zoning would allow a mix of uses to be constructed on the site, including residential, retail/commercial, and open space. Joint development would enable Metro to pursue its current policy goals for affordable housing, revenue generation, community integration and placemaking. In January 2021, staff presented several potential updates to the Joint Development Policy in order to strengthen Metro's response to the housing crisis. Among the goals of this update is to increase the number and velocity of housing units that are delivered on Metro-owned land. The Universal City sites would present an opportunity to get a head start on these goals on a site that would bring affordable housing to a resource-rich area.

Property for Metro's station and park and ride lot at Universal City was acquired from MCA, Inc. (now NBCUniversal) in 1994. As a part of that deal, NBC also retained a right of first offer (ROFO) providing that if Metro decides to pursue joint development of the property, the development rights must first be offered to NBC. This provision made pursuit of joint development at the site impractical, since it would be unlikely that a developer would invest resources to respond to an RFP knowing that the proposal could be appropriated by NBC under the ROFO. In 2007 Metro entered into an Exclusive Negotiating Agreement (ENA) with Thomas Properties after receiving an unsolicited proposal from NBC for a 200,000 square foot television production facility and two office towers totaling 950,000 square feet at the Station. The developer had nearly secured entitlements for the proposal, however the project was cancelled when the merger of NBC and Comcast eliminated the need for new television production studios. More recently, NBC has expressed a willingness to work with Metro in the interest of advancing joint development of the property.

Any future joint development would require the developer to construct a parking structure to replace existing surface parking serving transit riders. Advanced construction of replacement parking would remove this condition, accelerating development and increasing the marketability and value of the site. Based on comparable transactions in the surrounding area, it is anticipated that the revenues to Metro generated by eventual joint development would fully reimburse upfront costs needed to build the parking structure.

In accordance with Metro's Joint Development Policy and Process, staff would conduct extensive public outreach and complete development guidelines for the site prior to releasing a Joint Development RFP.

Consolidation of Transit Parking

Exploring how to consolidate parking to better serve transit riders at the station as well as the surrounding community is a critical first step in addressing the site challenges. Relocating the current surface parking to a structure over the bus layover property would open up activation opportunities on both parcels, reduce the amount of land dedicated to automobile storage and infrastructure, and provide the flexibility needed to implement longer-term joint development strategies.

The Metro-owned park and ride surface lot at Universal Station has a capacity of 550 parking spaces and averages 90% utilization during peak transit hours. The parking is currently divided into several

areas to the north and west of the Campo de Cahuenga historical site and interpretive museum. Staff proposes to complete a feasibility study to explore the capacity that could be provided in a new parking structure facility based on land availability and physical constraints, as well as revenue-neutral means of financing. Innovative parking management strategies and facility upgrades, such as EV-chargers, gateless transit parking management and a parking guidance system, would maximize utilization and flexibility to implement demand-responsive pricing structures into the future, while enhancing the customer experience and modernizing the current facility amenities.

A parking structure facility could also be constructed to be convertible. This would allow for flexibility for future use to serve other needs such as affordable housing, commercial spaces or other innovative purpose in the future should parking demand decrease.

Mobility Hub and Amenities

In tandem with additional first/last mile improvements, a dedicated mobility hub would not only provide residents within the Station's bike-shed with additional options for accessing the B Line (Red), bus lines and other transit services, but this same resource may also support commuters coming from the B Line (Red) and bus lines more options for reaching employers in the area. The mobility hub would enhance the commuter experience, benefit the surrounding community and support local transportation demand management goals. This new facility type could provide a seamless connection for transit patrons among multiple modes and transit lines, increasing mobility opportunities for residents of the Los Angeles County.

A mobility hub could also provide infrastructure for numerous transportation services such as transportation network companies, ridesharing, and shuttle services. It would further promote and encourage active transportation, micro-mobility vehicles and bike share services. Other amenities, such as small business retail, tourist services and bicycle facilities should be considered as well as community input to activate the Station. Internal amenities such as operator break rooms and security offices can also be considered. Additionally, these amenities will improve security in and around the station addressing some of the security concerns through activation.

Community Outreach

Staff proposes to initiate a comprehensive outreach program to engage Station stakeholders in a meaningful dialogue about the current Station site and the long-term vision of station activation. Metro will employ a wide range of efforts to share information with local residents, businesses, community organizations, transit riders, and parking patrons to gather feedback through digital surveys, stakeholder briefings and virtual public workshops. Through robust community outreach, Metro staff hope to respond to and address concerns from different perspectives, as well as develop a feasible "wish list" prior to the final design of any project.

Preliminary Project Financial Plan

This potential project is anticipated to be self-funded, with no impact to any planned or adopted capital or operating budget. The future joint development project financial resource will be developed

in accordance with Metro's Joint Development Policy and Process. As for the transit parking consolidation and potential parking structure project, it is likely it can be offset entirely by parking revenue. In addition to transit parking revenue, providing monthly and daily parking for local business and residences will also be considered.

Staff will further develop the comprehensive financial plan as part of next steps and formation of a project.

Equity Platform

Activation of Stations will provide a range of services and amenities for patrons at various income levels. The results of the Rapid Equity Assessment Tool indicate this will positively benefit equity focused communities. Activation will further provide multiple affordable mobility options and convenience amenities that would not otherwise be available to transit patrons, who represent households with lower incomes and rates of car ownership. These amenities can also be integrated with Metro's LIFE program to support disadvantage and transit-dependent constituents. A more thorough Equity Assessment Tool analysis will be utilized as a potential project is developed to further identify opportunities and engage disadvantaged communities in the region.

DETERMINATION OF SAFETY IMPACT

Approving this item will not negatively impact the safety of Metro patrons or employees as the approval of this item would only authorize staff to continue with initiation of a robust community outreach program and develop a comprehensive and feasible financial plan for the project.

FINANCIAL IMPACT

Authorizing development of a station activation plan and identifying real estate and infrastructure needs will not create any financial impact.

Impact to Budget

Staff will utilize available funds in current fiscal year from Parking Management Cost Center 3046, Parking Management Program Project 308001, Task 01.01, to conduct the consolidation of transit parking feasibility study, infrastructure conceptual design of the mobility HUB and other costs to develop the station activation strategic plan. No budget amendment is required or any impact to the adopted budget for this project at this time.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recommendation supports strategic plan goals # 1 and 2.

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The Project adds mobility options for residents in LA County.

- Goal 2: Deliver outstanding trip experiences for all users of the transportation system. Enhancing transportation options and enhancing patrons experience of transit trips.

ALTERNATIVES CONSIDERED

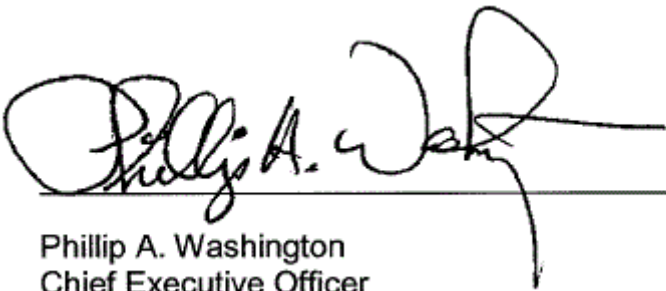
The Metro Board has the option to not approve the recommendation. However, this alternative is not recommended as it is not consistent with Metro's Strategic Plan goals to provide mobility options and spend less time traveling throughout Los Angeles County. If this plan is not authorized to move forward this would negatively impact Metro's future transportation needs and transit riders experience. It will also eliminate the benefits of station activation and mobility hub amenities.

NEXT STEPS

If approved, staff will kick off a robust community outreach program to incorporate input from transit riders and the surrounding community to form a long-term vision for the Station. Staff will complete a feasibility for parking relocation and report back in summer 2021 to provide an update and recommendation on the following steps.

Prepared by: Shannon Hamelin, Senior Director, Parking Management, Countywide Planning & Development, (213) 418-3076
Wells Lawson, Senior Director, Transit Oriented Communities, Countywide Planning & Development, (213) 922-7217
Frank Ching, DEO, Transportation Demand Management, Countywide Planning & Development, (213) 922-3033
Holly Rockwell, SEO - Real Estate, Transit Oriented Communities and Transportation Demand Management, Countywide Planning & Development, (213) 922-5585

Reviewed by: James de la Loza, Chief Planning Officer, (213) 922-2920



Phillip A. Washington
Chief Executive Officer

UNIVERSAL CITY/STUDIO CITY STATION ACTIVATION AND MOBILITY HUB

Executive Management Committee – Item 35
March 18, 2021



RECOMMENDATION

- INTRODUCING a station activation and mobility hub concept at Universal City/ Studio City B Line (Red) Station;
- AUTHORIZING staff to develop a strategic plan, including identifying necessary real estate, infrastructure and financing to support the station activation and increased mobility.



SITE OVERVIEW

- 10.75-acres, zoned commercial
- Connections to 5 Metro bus lines, Burbank Bus and employee shuttles
- State-designated High-Resource Area
- Major area employers and recreation facilities located within bike shed
- Access to 134, 101 and 170 freeways



★ Station Entrance

Challenges:

- Access barriers
- Limited bike and pedestrian facilities
- Fragmented parking layout
- Un-activated street frontage

Parking:

- Metro Lot - 550 Paid spaces – 90%
- Caltrans Lot – 80 free spaces -100%
- County Lot – 198 free spaces – 80%

ACTIVATION CONCEPTS & MOBILITY HUB



Station area programming



Joint Development



Retail



First Last Mile Improvements



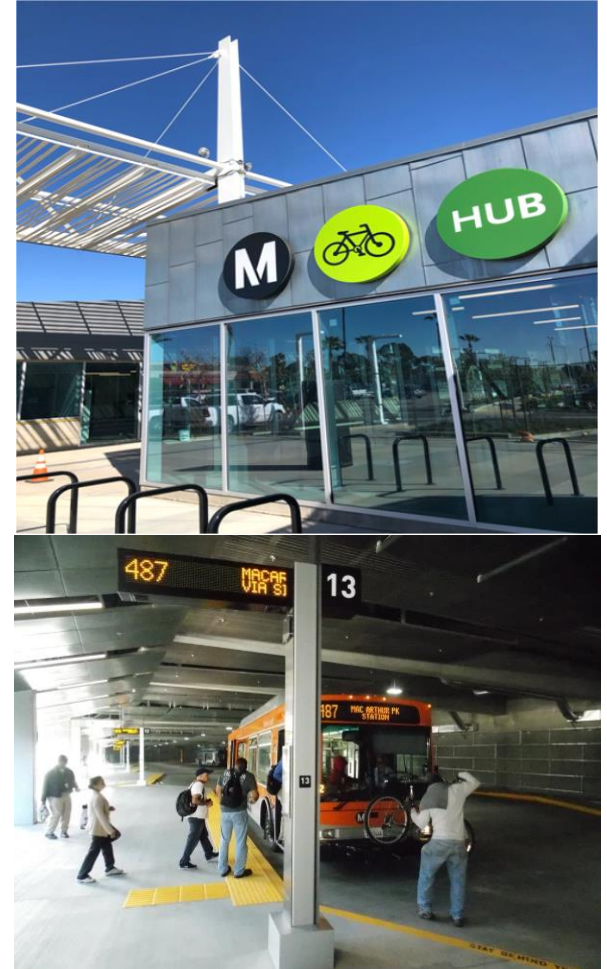
Kiosks



Active Transportation Facilities

IMPLEMENTATION

- Identify Land Use
- New Bus Layover / Terminal Plaza
- Relocated/expanded transit parking
- Mobility Hub amenities
 - w/ TNC other mobility movements
 - Enhance commuter experience
- Active Transportation Facilities
- First/Last Mile Improvements
- Joint Development



NEXT STEPS

- Introduce to Board – March 2021
- Robust community outreach process
- Stakeholders / transit riders engagement
- Continued coordination within Metro and local jurisdictions
- Traffic Impact Study / Financial Planning
- Entitlement & Design Process:
 - A transportation use on Metro property
 - Metro as lead agency of the project





Metro

Board Report

File #: 2021-0106, File Type: Oral Report / Presentation

Agenda Number: 37.

REVISED
EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021

**SUBJECT: REGIONAL PARTNERSHIP FOR PLANNING AND DELIVERY FOR THE 2028
OLYMPIC AND PARALYMPIC GAMES**
ACTION: ORAL REPORT

RECOMMENDATION

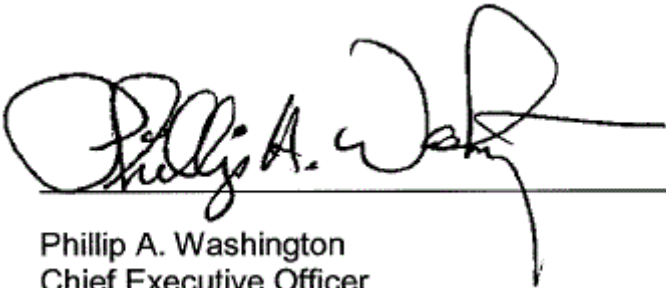
RECEIVE oral report on Regional Partnership for Planning and Delivery for the 2028 Olympic and Paralympic Games.

ATTACHMENTS

Attachment A - Joint Statement from Chairs

Prepared by: Michael Turner, DEO, Government Relations, (213) 922-2122

Reviewed by: Yvette Rapose, Chief Communications Officer, (213) 418-3154



Phillip A. Washington
Chief Executive Officer



Metro



Joint Statement from the Chairs of the Transportation Agencies of Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties and the Southern California Regional Rail Authority Regarding the 2028 Olympic and Paralympic Games

(Los Angeles, CA, March 5, 2021) – The following is a joint statement from the Chairs of county transportation agencies representing Los Angeles, Orange, Riverside, San Bernardino, and Ventura and the Southern California Regional Rail Authority (Metrolink) regarding their partnership in regional transportation planning and delivery for the 2028 Olympic and Paralympic Games.

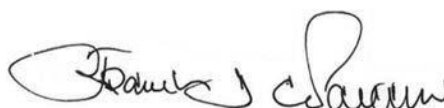
Southern California has a long history of effective collaboration on transportation issues affecting the more than 18 million people who make this region their home. For decades, our agencies have delivered transformative and innovative transportation solutions by using scarce locally generated transportation revenues to leverage and attract state and federal funding. Regional partnerships have laid the groundwork for meaningful mobility and economic improvements including the formation of Metrolink; the development of an integrated ExpressLanes network; and the optimization of goods movement between the Ports of Los Angeles, Long Beach, and Hueneme and inland regional logistics hubs.

As the world's attention turns towards Southern California ahead of the Games, we are in both a challenging and exciting position to deliver a safe, efficient, and innovative transportation network for our residents, athletes, and visitors. This Chairs' Summit, held March 5, 2021, is the first step in a long-term commitment towards strengthening inter-agency partnerships and fulfilling our ambitious transportation goals to ease traffic, reduce emissions, improve air quality, create jobs, advance workforce development, and grow economic opportunity across Southern California.

To uphold this commitment, each agency will designate a standing 2028 Games lead from its Board. These Board leads will meet on an annual basis to maintain progress in developing and executing a comprehensive regional transportation infrastructure strategy that will deliver legacy benefits for generations well after the Games. This strategy will be developed in coordination with the LA28 Mobility Executive Board and its working groups, and may call for investments in Metrolink, ExpressLanes, transit, and goods movement optimization that could support an efficient Games and deliver lasting benefits for the region. Furthermore, our agencies will advocate together at the state and federal levels to facilitate the success of the Games, position the region to maximize investment from any future infrastructure legislation, and achieve regulatory acceleration for key projects.



ERIC GARCETTI
Chair, Los Angeles County Metropolitan
Transportation Authority
Mayor, City of Los Angeles



FRANK J. NAVARRO
Board President, San Bernardino County
Transportation Authority
Mayor, City of Colton



ANDREW DO
Chair, Orange County Transportation
Authority
Supervisor, County of Orange



KELLY LONG
Chair, Ventura County Transportation
Commission
Supervisor, County of Ventura



JAN HARNIK
Chair, Riverside County Transportation
Commission
Mayor Pro-Tem, City of Palm Desert



ARA NAJARIAN
Chair, Southern California Regional Rail
Authority
Councilmember, City of Glendale



Board Report

File #: 2020-0846, File Type: Federal Legislation / State Legislation (Position)

Agenda Number: 38.

EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021

SUBJECT: STATE LEGISLATION

ACTION: ADOPT STAFF RECOMMENDED POSITION

RECOMMENDATION

ADOPT staff recommended position:

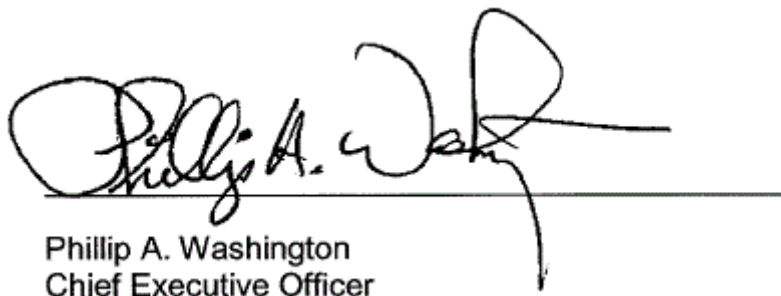
- 1. Senate Bill 671 (Gonzalez) - Transportation: Clean Freight Corridor Efficiency Program - SUPPORT

ATTACHMENT

Attachment A - SB 671 (Gonzalez) Legislative Analysis

Prepared by: Michael Turner, DEO, Government Relations, (213) 922-2122
 Desarae Jones, Senior Manager, Transportation Planning/State Legislative Affairs, Government Relations, (213) 922-2230
 Alex Amadeo, Government Relations Officer, Government Relations, (213) 922-2763

Reviewed by: Yvette Rapose, Chief Communications Officer, (213) 418-3154



Phillip A. Washington
Chief Executive Officer



ATTACHMENT A

BILL: SENATE BILL 671 – AS INTRODUCED FEBRUARY 19, 2021

AUTHOR: SENATOR LENA GONZALEZ (D – LONG BEACH)

SUBJECT: TRANSPORTATION: CLEAN FREIGHT CORRIDOR EFFICIENCY PROGRAM

STATUS: REFERRED TO SENATE ENVIRONMENTAL QUALITY AND TRANSPORTATION COMMITTEES

ACTION: SUPPORT

RECOMMENDATION

Staff recommends that the Board of Directors adopt a SUPPORT position on Senate Bill 671 (Gonzalez), as introduced.

ISSUE

This bill was introduced on February 19, 2021. Specifically, the bill would:

- Establish the Clean Freight Corridor Efficiency Program, to be jointly administered by the California Transportation Commission and State Air Resources Board, in coordination with other state entities;
- Require the program to establish criteria for identifying qualifying freight corridors and define minimum requirements for clean truck corridors, surrounding local streets and roads, and associated facilities;
- Require the program to identify California's 5 most-used freight corridors and objectives for improving the corridors, as specified, and identify projects and funding opportunities in these corridors;
- Require the commission and the board to jointly submit a report containing the program's criteria, requirements, and recommendations to the Legislature and the Governor by December 31, 2023, and every 5 years thereafter; and
- Require the program's criteria, requirements, and recommendations to be incorporated into the development of the state freight plan and the California Transportation Plan.

DISCUSSION

Senate Bill 671 was introduced to establish the statewide Clean Freight Corridor Efficiency Program. The program would be jointly administered by the California Transportation Commission (CTC) and the California Air Resources Board (CARB). It would establish criteria for identifying qualifying freight corridors that would be candidates

for the Program, with the goal of achieving infrastructure ready zero-emission freight corridors. The bill would also identify California's five most used freight corridors and the primary objectives for improving each of those corridors, such as congestion and air pollution reduction. The bill would require the CTC and CARB to jointly issue a report with program recommendations and funding ideas by the end of 2023, and every five years afterwards. The bill would further require the reports findings and recommendations to be incorporated into the funding programs of both the CTC and CARB.

Existing law requires the CTC and CARB to coordinate on freight issues. While there is a requirement that these two agencies coordinate there is no specific emphasis or guidelines on how to implement clean freight technology and corridor designations. This bill aims to align the state's freight plans with the state's clean air and equity goals. Metro initiated work on the LA County Goods Movement Strategic Plan in November 2018 to create an action plan to develop, in partnership with goods movement stakeholders, a vision for investments and long-term planning. If the bill is enacted, Metro could serve as a partner to the state to provide perspectives regarding the clean freight and equity needs of the LA County region, specifically.

Emissions from the freight sector are a significant source of air pollution in the State. Those emissions are highly concentrated in Southern California. In Los Angeles County in particular existing freight corridors and the resulting emissions are also disproportionately located in disadvantaged communities. SB 671 would provide a key pathway for addressing the impacts of freight related emissions on disadvantaged communities.

A key portion of the bill would be to incorporate the new corridors and strategies into the funding programs of the CTC and CARB. Many transportation stakeholders have argued that the CTC funds in particular should be reserved for state of good repair and capacity expansion projects. While that is certainly one key aspect of the funding provided by SB 1, staff would suggest that expansion of these facilities should not come at the cost of exacerbating a significant existing health hazard.

Staff recommends that the Board adopt a SUPPORT position on Senate Bill 671 (Gonzalez).

DETERMINATION OF SAFETY IMPACT

The impact of this bill on safety is still being evaluated.

FINANCIAL IMPACT

The estimated financial impact of this action is still being evaluated. Enaction of a Clean Freight Corridor Efficiency Program could lead to greater state investment in clean vehicle infrastructure and technology to support Metro's Goods Movement Action Plan goals.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Staff recommendation supports Metro's Vision 2028 Strategic Plan goal #1.3: Manage transportation demand in a fair and equitable manner by managing congestion and reducing conflicts between the movement of goods and people on streets and highways. Increasing technology and efficiency along freight corridors will lead to decreased greenhouse gas emissions, decreased strain on local streets, and better public health and safety outcomes.

ALTERNATIVES CONSIDERED

Staff has considered adopting either an OPPOSE or WORK WITH AUTHOR on the bill. However, an oppose position would be counter to the agency's Board-approved 2021 State Legislative Program Goal #14: Secure approval of key freight projects at the California Transportation Commission which includes supporting efforts to fund goods movement and freight projects through the CTC; and support for regional and statewide efforts to fund innovations in clean-freight technology.

NEXT STEPS

Should the Board approve the adoption of a SUPPORT position on the legislation; staff will communicate the Board's position to the author and work to ensure its passage. Staff will continue to keep the Board informed as this issue is addressed throughout the legislative session.



Metro

Board Report

File #: 2021-0111, File Type: Oral Report / Presentation

Agenda Number: 39.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021**

SUBJECT: METRO VACCINATION PLAN

ACTION: ORAL REPORT

RECOMMENDATION

RECEIVE oral report on a Metro vaccination plan as requested by Chair Garcetti at the February 2021 Board meeting.

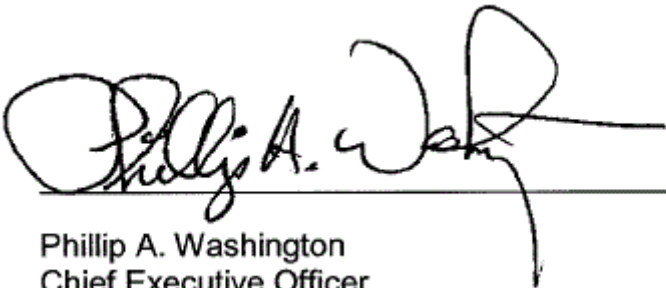
Prepared by:

KeAndra Cylear Dodds, Executive Officer, Equity and Race, (213) 922 - 4850

..Reviewed_By

Reviewed by:

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



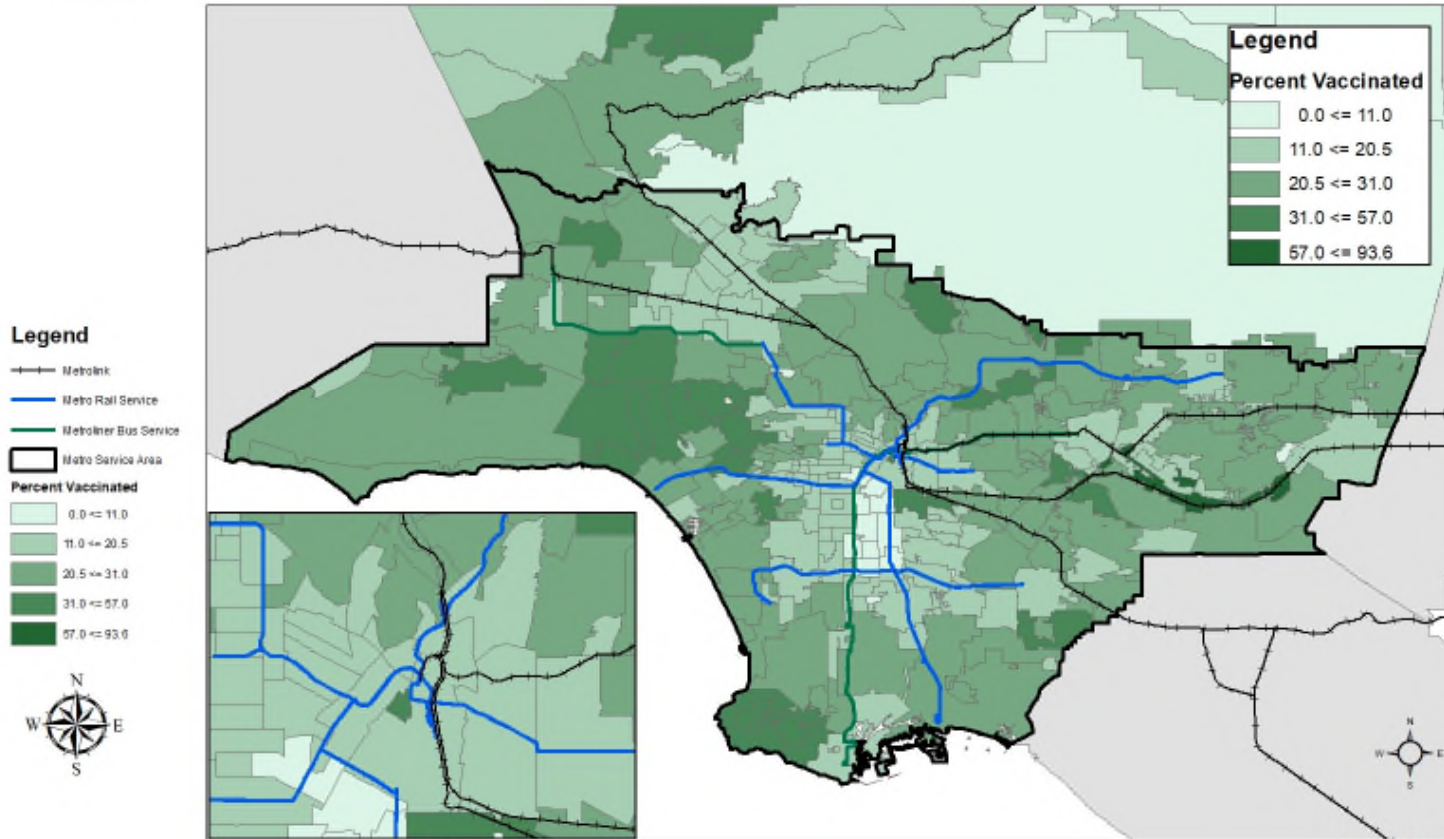
Phillip A. Washington
Chief Executive Officer

Supporting Equitable Vaccination Site Access

KeAndra Cylear Dodds

Executive Officer, Equity and Race

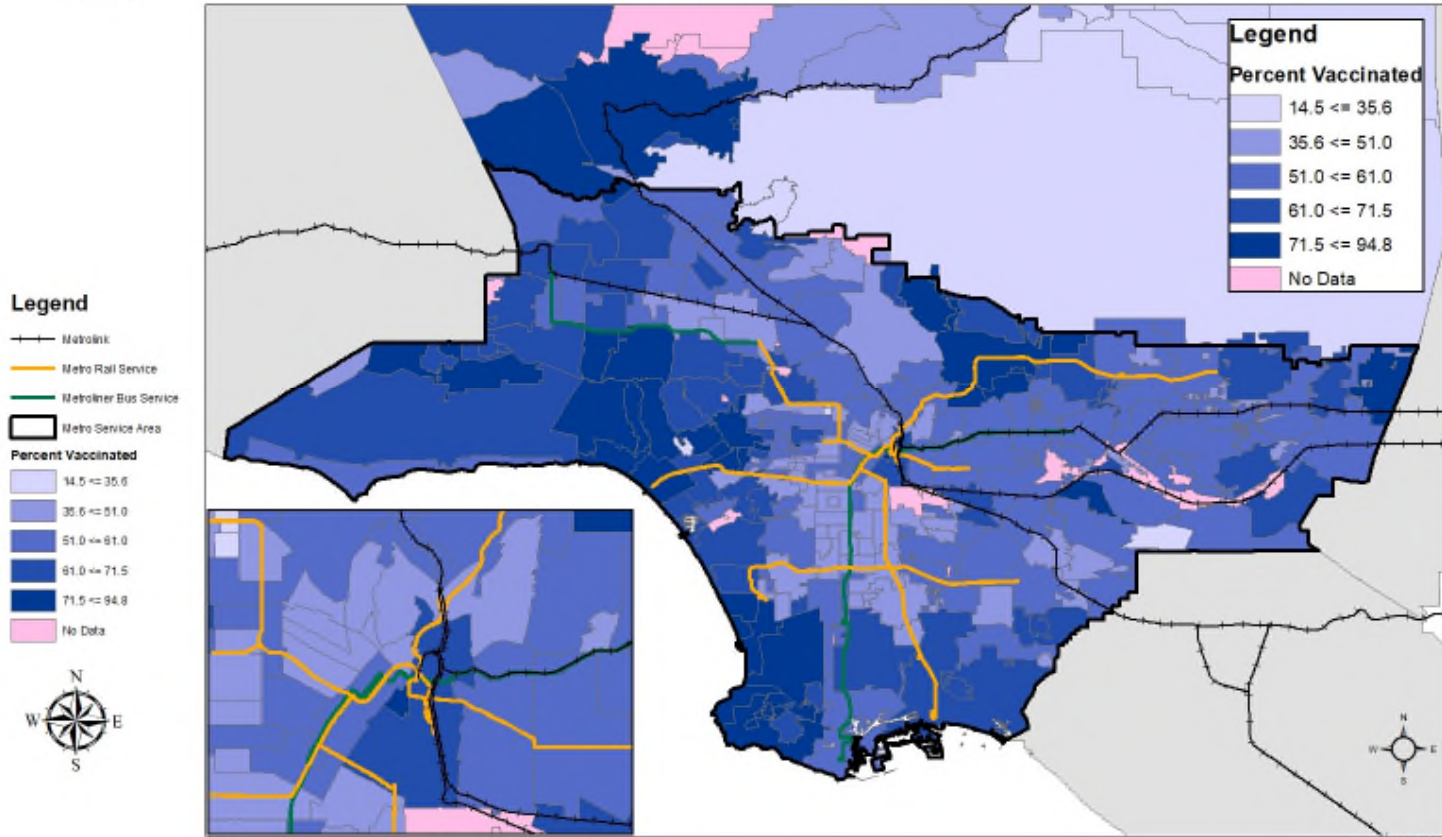
Los Angeles County Vaccination Rates - 18 Years and Older by City and Community as of Mid-March, 2021



Prepared by Metro Service Planning

March, 2021

Los Angeles County Vaccination Rates - 65 Years and Older by City and Community as of Mid-March, 2021

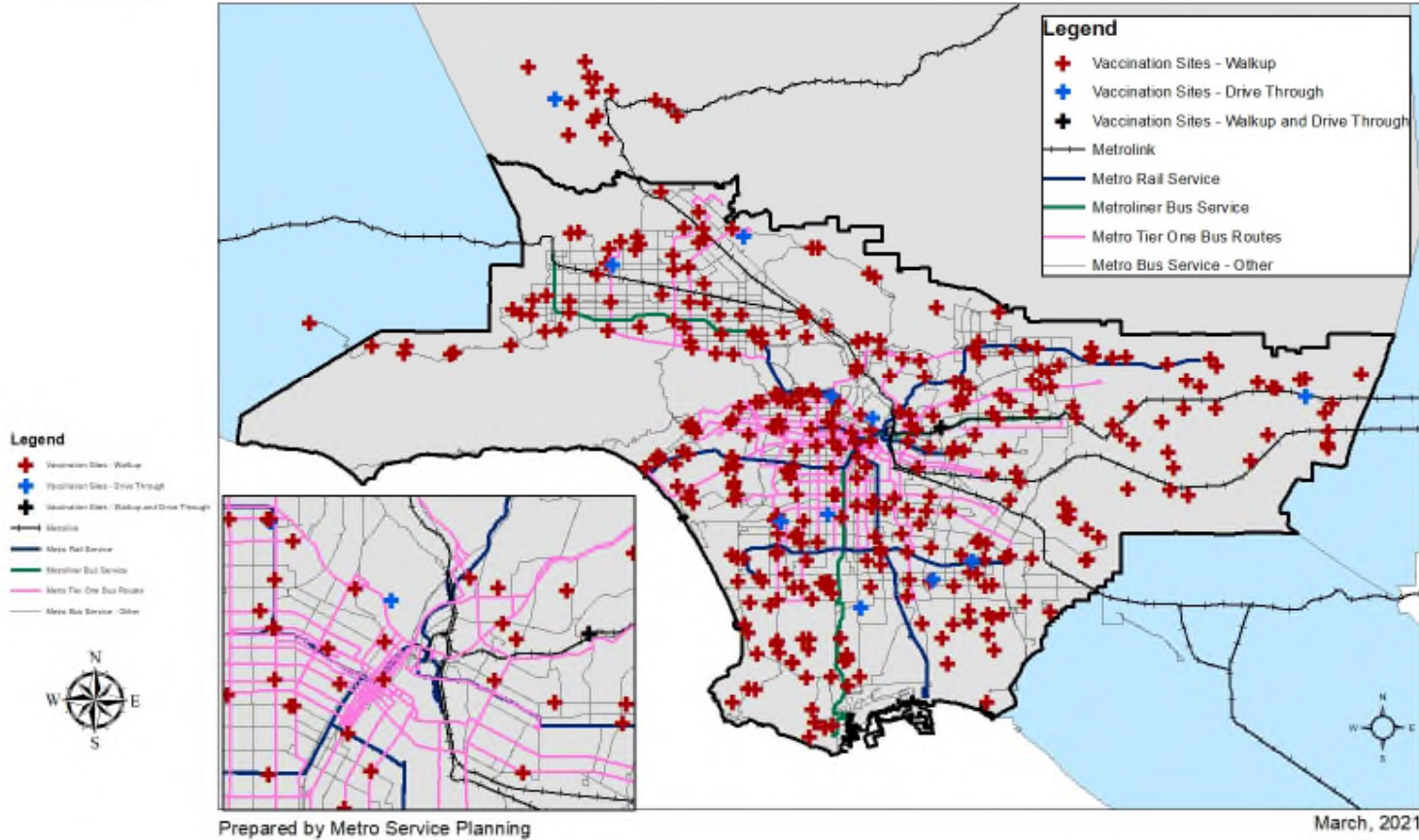


Prepared by Metro Service Planning

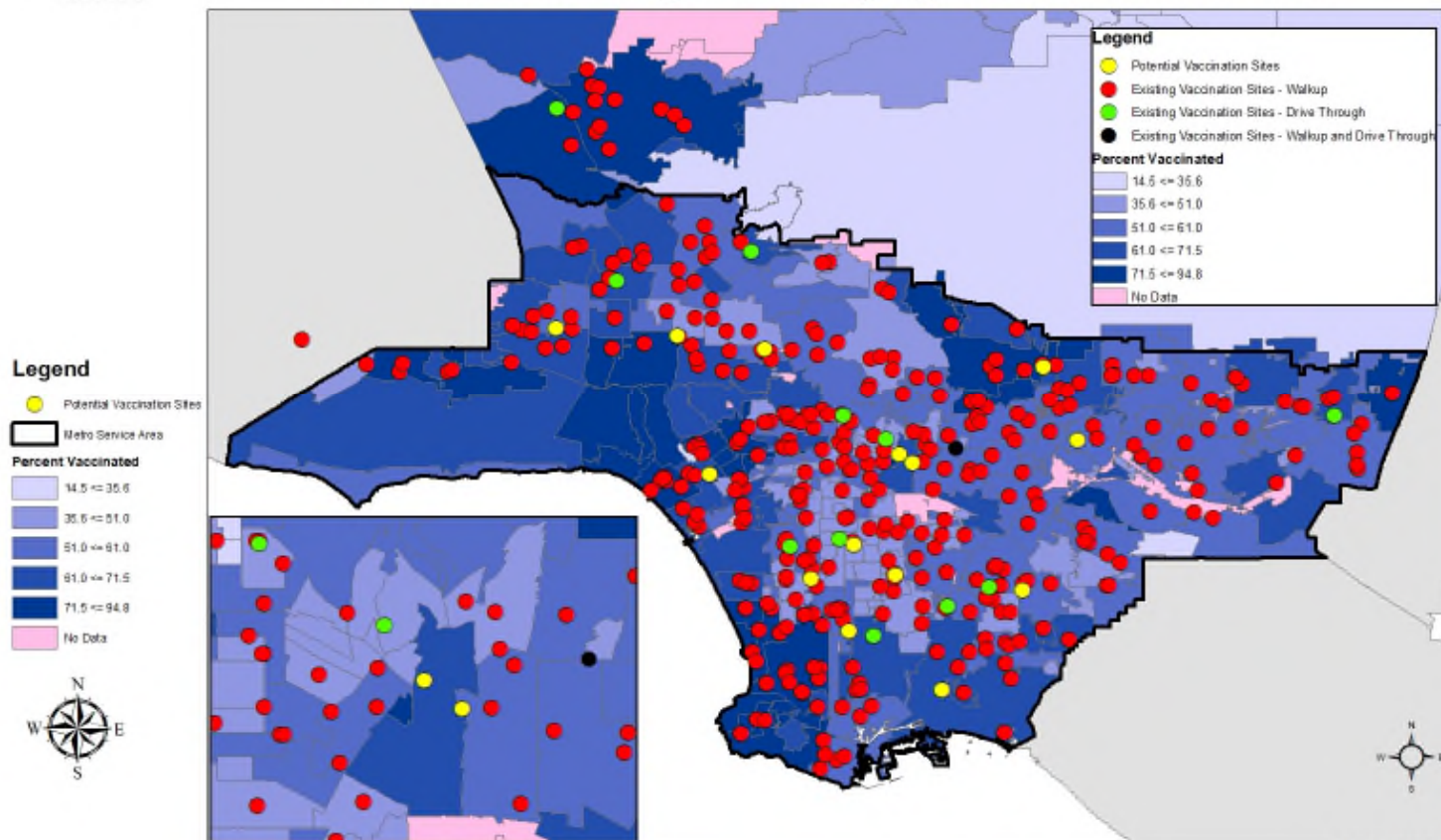
March, 2021



General Public Vaccination Sites with Metro Transit Service as of Mid-March, 2021



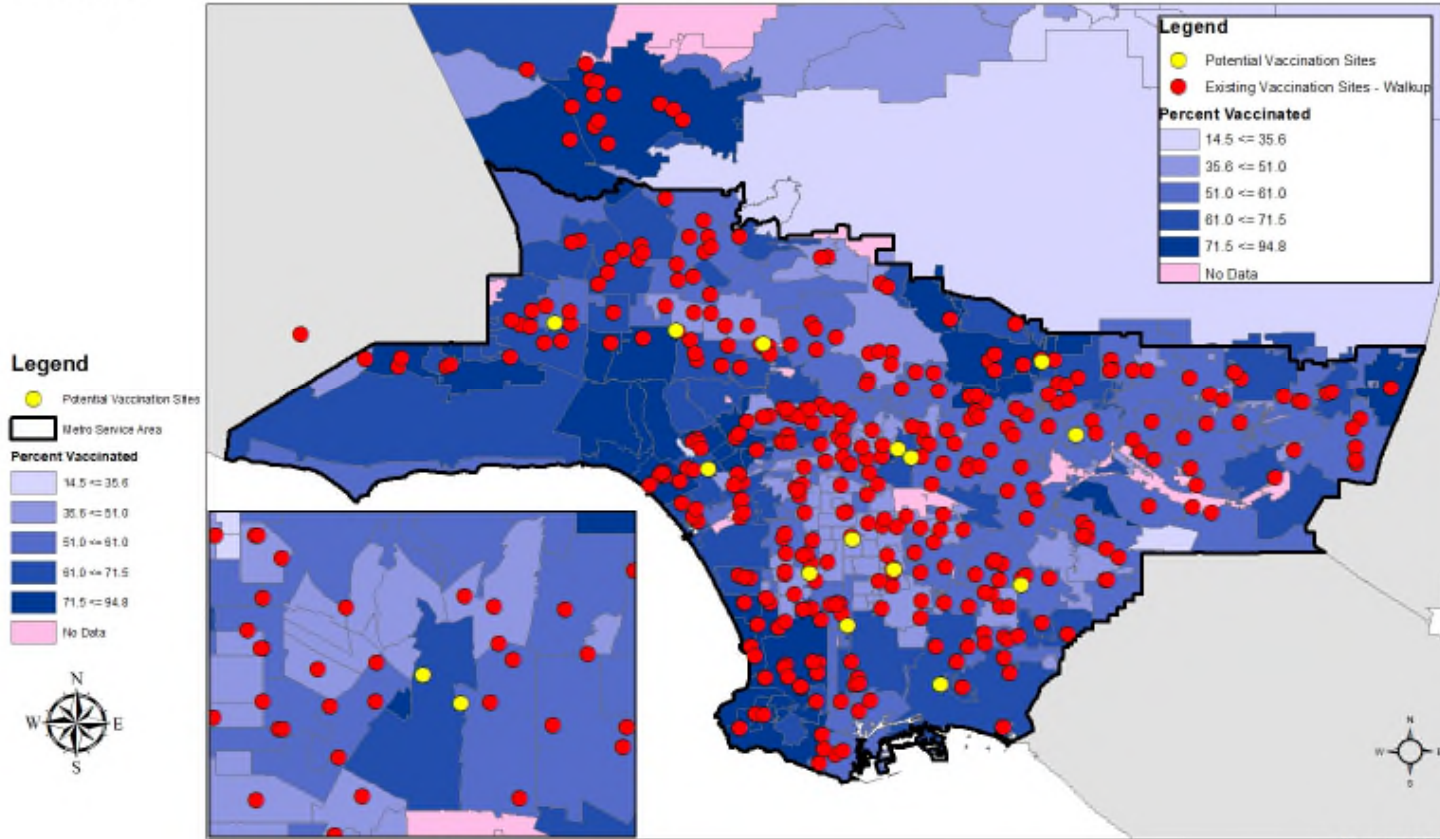
Existing and Potential Vaccination Sites overlaid with Los Angeles County Age 65+ Vaccination Rates



Prepared by Metro Service Planning

March, 2021

Existing and Potential Walkup Vaccination Sites overlaid with Los Angeles County Age 65+ Vaccination Rates



Proposed Sites:

- Harbor Gateway Station
- Orange Line Sepulveda Station
- Expo Sepulveda Station
- Orange Line Canoga Station
- Willowbrook/Rosa Parks Station
- Union Station*
- Sierra Madre Villa Station
- Crenshaw/I-105 Station
- Norwalk Station
- North Hollywood Station
- El Monte Station
- Willow Station
- Mariachi Plaza Station*
- Downtown LA Metro Park and Ride Lot



Board Report

File #: 2021-0072, File Type: Contract

Agenda Number: 40.

EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021

SUBJECT: SEPULVEDA TRANSIT CORRIDOR PROJECT

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

- A. AUTHORIZE the Chief Executive Officer (CEO) to award the following two (2) Contracts, subject to resolution of protests, if any.
 - a. Contract No. PS66773MRT to LA SkyRail Express, a special purpose corporation to be formed between John Laing Investments Limited and BYD Transit Solutions LLC, for pre-development services for a proposed Monorail technology transit solution concept (“TSC”) in an amount not to exceed \$63,605,132.
 - b. Contract No. PS66773HRT to Sepulveda Transit Corridor Partners -Bechtel, a special purpose vehicle to be formed between Bechtel Development Company, Inc., Meridiam Sepulveda, LLC and American Triple I Partners, LLC, for pre-development services for a proposed Heavy Rail technology transit solution concept (“TSC”) in an amount not to exceed \$69,882,427.
- B. APPROVE Contract Modification Authority in the amount of 25% for each of the two contract award values, respectively, and authorize the CEO to execute individual Contract Modifications within the Board-approved Contract Modification Authority.

ISSUE

On October 31, 2019, Metro issued Request for Proposals (RFP) No. PS66773 seeking up to two qualified contractors to perform pre-development work for the Sepulveda Transit Corridor Project on a firm fixed price basis, with the potential opportunity for one of the contractors to enter into an Implementation Agreement for project delivery after completion of the pre-development work. Metro will determine which developer (if any) will have the opportunity to potentially proceed with implementation.

The Statement of Work, as included in the RFP, is broken out into five phases. Metro may choose not to issue a Notice to Proceed for any phase, in its sole discretion. In addition, if a Contractor’s Transit

Solution Concept (TSC), as refined through the PDA process, is not selected by the Board as the locally preferred alternative (LPA) established for construction, the Contract will expire at the end of Phase 3. Metro's decision to request a proposal for implementation from the remaining Contractor, if any, and to proceed with negotiation of such agreement will be made at Metro's sole discretion upon Board approval.

Staff has completed the procurement process and is recommending for award (1) a contract to LA SkyRail Express for a proposed Monorail technology TSC and (2) a contract to Sepulveda Transit Corridor Partners - Bechtel for a proposed Heavy Rail technology TSC.

BACKGROUND

Metro is planning for the construction of a fixed-guideway transit service running between the San Fernando Valley ("Valley") and Los Angeles International Airport ("LAX"), through the Westside of Los Angeles ("Westside"). The section of Interstate 405 ("I-405") between these high-demand areas remains one of the most congested urban freeway corridors in the United States. Prior to the current pandemic (COVID-19), more than 400,000 people moved through this area every weekday. Much of this crowding is a result of the geography of the area and the limited number of roads and public transport options running north-south through the Santa Monica Mountains.

To address the need for additional transportation capacity, the initial phase of the Project will connect the San Fernando Valley to West Los Angeles ("Valley to Westside" or the "Project"), and ultimately extend a final project phase south to LAX ("Westside-LAX Extension"). Each project phase is included in Metro's Measure M Expenditure Plan, which specifies delivery of the Valley to Westside project phase by 2033-35 and delivery of the Westside to LAX project phase by 2057-59.

The Project is part of the Measure M expenditure plan, with approximately \$5.7 billion for new transit service to connect the San Fernando Valley and the Westside, scheduled to open by 2033-35. Approximately \$3.8 billion is allocated to extend that service from the Westside to LAX with a 2057-59 opening date.

At the December 2019 meeting (Legistar File 2019-0759), the Board received the findings of the Sepulveda Transit Corridor Feasibility Study. The study included the identification and valuation of high-capacity rail transit concepts and alternatives that would provide high quality service to a large travel market between the San Fernando Valley and the Westside, including the LAX area.

DISCUSSION

Pre-Development Agreement Approach

A pre-development agreement (PDA) is a form of early contractor involvement where a private project developer participates in early project definition and design, in partnership with the project owner. PDA contractors will provide technical work products including cost estimates, constructability

reviews, technical analyses, etc. that support the ongoing development of the project as it progresses through the environmental review and approval processes.

In July 2019, the Board approved a finding that the use of a PDA approach pursuant to Public Utilities Code Section 130242 will achieve certain private sector efficiencies in the integration of the planning, design and construction of the Project (file 2019-0490).

Previously in 2012, the Metro Board directed Metro staff to "...proceed with all actions necessary to assist in the preparation of a Pre-Development Agreement (PDA) to develop the [Sepulveda Transit Project]" in a motion made by Directors Richard Katz and Mel Wilson, approved at the December 13, 2012 Board meeting. The Board's approval for solicitation of a PDA also followed receipt by Metro in 2016, of three Unsolicited Proposals (UP) for delivery of the Sepulveda Transit Corridor, each of which offered different approaches to achieve innovative, accelerated delivery of the project. Two of the three also proposed the use of a PDA to advance preliminary definition and design of the project, followed by project delivery through a potential public-private partnership (P3), which would include the design, construction, finance, and potentially project operations and/or maintenance.

The PDA project development period includes clear phases and milestones, which occur in parallel with, but separate from, the process of developing the environmental documents to satisfy the requirements of NEPA and CEQA. In each phase, a PDA contractor advances the design of its TSC, at Metro's direction, considering public and stakeholder feedback received by Metro through the environmental process.

In particular, PDA Phases 1 through 3 are focused on building upon the concepts submitted in the PDA Proposals by refining and advancing the design of each proposed concept based on technical analysis (e.g. factors such as site investigations, field reviews/surveys, performance assessment), stakeholder meetings, and public feedback. This may also involve studying other concepts to make connections to important destinations (which may include, but not limited to UCLA), which may be explored further during the PDA and environmental processes based on technical feasibility and stakeholder feedback.

The conclusion of each PDA phase allows Metro the opportunity to decline to continue its relationship with a PDA contractor. Each Contract would also allow Metro the ability to add work relating to the Westside-LAX Extension to the scope of work under the Contract, in coordination with the environmental process.

After the Board establishes a Locally Preferred Alternative (LPA) for the Project, which is anticipated to occur at the end of PDA Phase 3, Metro may elect to continue pre-development work with a Contractor if its TSC is selected by the Board as the LPA, and the other Contract will expire.

Thereafter, during PDA Phase 4, the selected Contractor will advance the engineering of the selected mode, configuration, and alignment to a level of detail necessary to submit an Implementation Proposal.

Once certain conditions have been met as specified in the Contract, as part of PDA Phase 5, Metro may offer the remaining Contractor the opportunity to submit a firm fixed price proposal (or other pricing model, as determined by Metro to ensure the desired cost certainty) for Project

implementation. Metro would review the Project Implementation Proposal and make a recommendation to the Board whether to proceed with a modification to the Contract (called an "Implementation Agreement") with that Contractor. This Implementation Agreement would potentially include Project financing, operations, and maintenance, as well as final design and construction. This process is summarized in the figure below.



Staff intends to provide quarterly updates to the Board, including status of schedule, budget, and key stakeholder/third party issues. These updates will be coordinated with Planning and Communications Departments.

PDA Solicitation Approach

Metro issued a Request for Proposal (RFP) No. PS66773 for the performance of pre-development work for the Project on October 31, 2019.

In order to participate in this solicitation, prospective Proposers were required to meet certain criteria prior to submitting a proposal, as demonstrated through an Initial Qualifications Submittal. This submittal included information about the prospective Proposer and its equity members, previous experience of the proposed lead construction contractor and lead engineering firm, and the previous experience of proposed equity member(s). A total of five teams were determined to be qualified to submit proposals.

Metro's objective for the PDA was to generate unique and creative concepts to address the mobility challenge in the study area, which could be developed into a feasible project and successfully delivered/implemented within Metro's desired timeframe and budget. To maximize potential competition and innovation, Metro did not specify a required mode, alignment, or configuration for the Project. Firms were encouraged to propose solutions that best met the required project parameters, as stated in the RFP, that were likely to be technically and financially feasible.

Metro staff developed a PDA Solicitation approach to evaluate the technical and financial feasibility of potential PDA team(s) across a range of qualities, including, but not limited to: 1) quality of transit concept, 2) quality of project development approach, 3) project development experience, and 4) project delivery/implementation experience, as well as 5) price components and 6) diversity/inclusion.

This approach was intended to balance the quality of each team’s proposed TSC (mode, alignment, configuration, station locations, etc.) with its approach to developing the conceptual TSC proposal into a technically and financially feasible project, and the qualifications and experience that support each team’s ability to successfully deliver both the PDA work and the potential project implementation. As part of this, teams were encouraged to identify key project development or delivery challenges associated with its TSC, as well as strategies for mitigating or addressing these risks.

As part of the RFP, Metro established Disadvantaged Business Enterprise (DBE) contract goals for this project in the following percentages:

Phase	DBE Contract Goal in percentage of Payment Amount
1	30%
2	25%
3	23.50%
4	24.94%

Proposals were received by August 26, 2020 from the following four teams:

- LA SkyRail Express (Monorail mode)
- Sepulveda Transit Corridor Partners - Bechtel (Heavy Rail mode)
- Sepulveda Transit Corridor Partners - Fengate (Light Rail mode)
- Tutor Perini, Parsons & Plenary (Heavy Rail mode)

Proposal Evaluation Approach

Following a responsiveness review, a Proposal Evaluation Team (PET), supported by a range of Subject Matter Experts (SME) through fact-based analysis, reviewed each technical and financial proposal submitted, and scored each proposal according to the Evaluation Criteria described in the RFP. Oral presentations/interviews were conducted with all four proposing teams. The PET members scored the proposals in accordance with the evaluation procedure outlined in the RFP, the final scores were calculated and the highest-ranked proposal for each proposed transit mode was determined.

The following firms were determined to be the two highest ranked proposers:

- LA SkyRail Express team (Monorail); and
- Sepulveda Transit Corridor Partners - Bechtel (Heavy Rail)

Attachment B provides further details regarding the procurement process including:

1. The number of questions received from Proposers,
2. The Amendments to the RFP issued by Metro,
3. The evaluation process,
4. A summary of the qualifications of the recommended teams,

5. The evaluation scores, and
6. A price analysis

Consistency with Metro's Equity Platform Framework

To help address disparities in access to opportunity across Los Angeles County, the Metro Board adopted the Equity Platform policy framework in February 2018 and a working definition of Equity Focus Communities (EFC) in June 2019. The Sepulveda Transit Corridor is consistent with the Metro Equity Platform in that the alternatives help address accessibility for residential and employment centers, support for transit-oriented communities' policies, support for first/last-mile connections, and investment in disadvantaged communities. In addition, ridership estimates suggest that a large share of the ridership demand would include low-income riders. Going forward, the Project will use the working definition of EFC along with other metrics as appropriate to guide analyses and to conduct robust community engagement.

Community Outreach

The Board awarded a separate outreach contract (Contract No. PS68039000) to Arellano Associates LLC at its December 2020 Board meeting. The outreach contractor will support the facilitation and implementation of a Community Participation Program (Program) for the Project, inclusive of the environmental study, the work of the PDA developers as it contributes to the outreach associated with the environmental study, related advanced conceptual engineering (ACE) and associated transit-oriented communities (TOC), first/last mile planning and design of the Project. Using Metro's Equity Platform as a guide, the Program will prioritize genuine public and community engagement to a wide array of diverse stakeholders, using tactics and strategies appropriate to the Project's stakeholders, including those who reside within the Study Area and those who travel through it.

DETERMINATION OF SAFETY IMPACT

These actions 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 result from this Board action.

FINANCIAL IMPACT

This Project is funded on a fiscal year basis under Project number 460305 Sepulveda Transit Corridor, cost center 8510, under various accounts including Professional/Technical Services and \$9.1M is included in the FY21 Adopted Budget. This amount is consistent with the CEO's Call to Action Financial Recovery Plan. This is a multi-year project requiring expenditure authorizations in fiscal year increments until a Board Authorized Life of Project Budget is adopted. As required in the RFP, each PDA Team submitted its Price Proposal broken down by PDA Phase. Metro will only be responsible for costs for work accepted as part of the completion of a PDA Phase. Because Metro intends to issue a notice to proceed for PDA Phase 4 with only one of the two Contractors (if any), Metro will only be responsible, at a maximum, for Phase 4 and Phase 5 costs submitted by one of the two teams. The table below provides the PDA Price by Phase for each recommended Proposer.

		PDA Price by Phase	
		LASRE	STCP - Becht
Phase 1	Alternatives Refinement	\$6,445,812	\$6,500,000
Phase 2	Conceptual Engineering & Analysis	\$20,869,629	\$22,494,822
Phase 3	Conceptual Engineering to Support LPA Selection	\$9,784,655	\$9,452,860
Phase 4	Final Technical Concept	\$26,505,036	\$31,434,745
Phase 5	Project Implementation Proposal	\$0	\$0
	Total	\$63,605,132	\$69,882,427

It is the responsibility of the Cost Center Manager, Project Manager and Chief Program Management Officer to budget for this project in the future fiscal years and within the cumulative contract limits.

Impact to Budget

The Sepulveda Transit Corridor Project is included in Metro’s current Long Range Transportation Plan (LRTP), as approved by the Metro Board in 2020, which is consistent with the Measure M expenditure plan approved by LA County voters in 2016. Funding for the Project in the Expenditure Plan is broken down into three phases with approximately \$9.7 billion in total funding (2015 dollars). Phase 1, with \$260 million in funding, includes implementation of Metro ExpressLanes on the I-405 between the 10 and 101 Freeways with an opening date of Fiscal Year (FY) 2026. Phase 2, with approximately \$5.7 billion in funding, includes a fixed-guideway transit service between the San Fernando Valley and the Westwood area of Los Angeles, with an opening year of FY 2033. Phase 3, with approximately \$3.8 billion in funding, involves extending the Phase 2 project southward to LAX, with an opening year of FY 2057.

These funds are earmarked for the Sepulveda Transit Corridor project and are not eligible for Metro bus and rail capital and operating expenditures.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Sepulveda Transit Corridor Project will support the first goal of the Vision 2028 Metro Strategic Plan by providing high-quality mobility options that enable people to spend less time traveling. Travel times are forecast to be less than 30 minutes for Valley-Westside (from the Ventura County Metrolink Line in the north to the Expo Line in the south), and less than 40 minutes for Valley-Westside-LAX (from Metrolink to the Crenshaw/LAX Line). This performance is highly competitive with travel by car on the I-405 freeway.

The project will also support the goals of the strategic plan by enhancing communities and lives through mobility and access to opportunity by adding a new high-quality mobility option, closing a gap in the rail network that provides outstanding trip experiences and enhances communities and lives

through mobility and access to opportunity.

ALTERNATIVES CONSIDERED

The Board could choose not to approve any or all of the recommendations. However, certain private sector efficiencies in the integration of project design with long-term operational performance and cost of ownership may not be achieved. Also, the opportunity to potentially identify strategies to improve performance, reduce costs, and accelerate project delivery utilizing this recommended method will not be available.

Metro staff explored delivering the Project utilizing Design/Bid/Build and Design/Build contracting, as well as a traditional hard-bid P3 (without early contractor involvement); however, these approaches would not benefit from contractor insights into project definition and design stages that could support more efficient achievement of Metro's project goals. Therefore, it is not recommended that either option be utilized.

NEXT STEPS

Upon Board approval, staff will execute Contract Nos. PS66773MRT with LA SkyRail Express and PS66773HRT with Sepulveda Transit Corridor Partners - Bechtel and initiate the pre-development work.

ATTACHMENTS

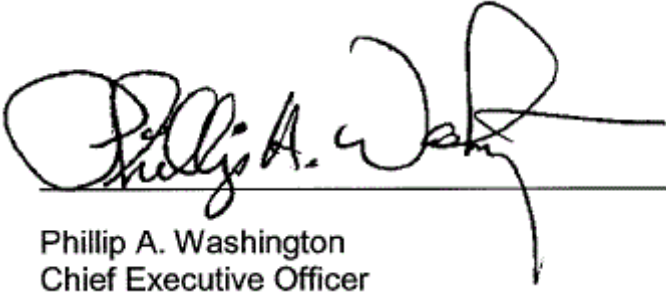
Attachment A - [Sepulveda Project Final Feasibility Report Link](http://media.metro.net/projects_studies/sfv-405/images/Feasibility%20Report.pdf)
<http://media.metro.net/projects_studies/sfv-405/images/Feasibility%20Report.pdf>
Attachment B - Procurement Summary
Attachment C - DEOD Summary

Prepared by:

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Rick Meade P.E., Senior Executive Officer, Program Management, (562) 524-0517

Reviewed by:

Richard Clarke, Chief Program Management Officer, Program Management, (213) 922-7557
Debra Avila, Chief Vendor / Contract Management Officer, (213) 418-3051



Phillip A. Washington
Chief Executive Officer

PROCUREMENT SUMMARY

**SEPULVEDA TRANSIT CORRIDOR PROJECT
PRE-DEVELOPMENT SERVICES
PS66773MRT / PS66773HRT**

1.	Contract Numbers: PS66773MRT PS66773HRT	
2.	Recommended Vendor: LA SkyRail Express (Monorail technology) Sepulveda Transit Corridor Partners -Bechtel (Heavy Rail technology)	
3.	Type of Procurement (check one): <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.	Procurement Dates:	
	A. Issued: October 31, 2019	
	B. Advertised/Publicized: October 31, 2019	
	C. Pre-Proposal Conference: January 8, 2020	
	D. Proposals Due: August 26, 2020	
	E. Pre-Qualification Completed: February 16, 2021	
	F. Conflict of Interest Form Submitted to Ethics: September 9, 2019	
	G. Protest Period End Date: March 1, 2021	
5.	Solicitations Picked up/Downloaded: 583	Bids/Proposals Received: 4
6.	Contract Administrator: Manchi Yi	Telephone Number: (213) 418-3332
7.	Project Manager: Kavita Mehta	Telephone Number: (213) 435-5047

A. Procurement Background

This Board Action is to approve Contract No. PS66773MRT to LA SkyRail Express (Monorail technology) and Contract No. PS66773HRT to Sepulveda Transit Corridor Partners – Bechtel (Heavy Rail technology) to furnish all goods and services required for the performance of pre-development work for the Sepulveda Transit Corridor Project (Project). Board approval of contract awards are subject to resolution of any properly submitted protest.

In July 2019, the Board approved a finding that the use of a pre-development agreement (PDA) approach pursuant to Public Utilities Code (PUC) Section 130242 will achieve certain private sector efficiencies in the integration of the planning, design and construction of the Project (file 2019-0490). The Board also approved the solicitation of PDA contracts and award of up to two contracts for different fixed guideway transit technology, pursuant to PUC 130242(e) with the recommended development team or teams chosen by utilizing a competitive process that employs objective selection criteria (in addition to price).

In August 2019, an industry outreach forum was held in the LA Union Station Ticket Concourse, which was attended by 202 attendees. At the event, Metro staff made

available to the general public information about the innovative contracting approach, and how firms could prepare to participate in this unique endeavor. Metro executive staff presented information and answered questions about the Project, the anticipated PDA, and the planned procurement.

On October 31, 2019, Request for Proposal (RFP) No. PS66773 was issued for the performance of pre-development work for the Project in accordance with Metro's Acquisition Policy and the contract type is firm fixed price. In the spirit of expanding competition, Metro had not determined the technology, nor the specific configuration or alignment, for the Project; therefore, firms were encouraged to propose innovative solutions that best met the project challenges. In accordance with the RFP and as previously approved by the Board, Metro may award up to two contracts as the result of the solicitation, with each of the selected developers performing certain pre-development work under the contract relating to the transit solution concept (TSC) it proposed, and with Metro determining which developer (if any) will have the opportunity to perform further pre-development work and potentially modify the Contract to proceed with implementation. Metro's decision to request a proposal for implementation from the remaining developer and to proceed with negotiation of such agreement will be made at Metro's sole discretion.

The RFP was issued with the following Disadvantage Business Enterprise (DBE) goals and is subject to Metro's DBE Contracting Outreach and Mentoring Plan (COMP).

- 30% of the PDA Phase 1 Payment Amount
- 25% of the PDA Phase 2 Payment Amount
- 23.50% of the PDA Phase 3 Payment Amount
- 24.94% of the PDA Phase 4 Payment Amount

The RFP required an Initial Qualifications (IQ) submittal from interested teams to demonstrate their previous experience and technical qualifications of three specific team members, including: 1) the proposed lead construction contractor, 2) the lead engineering firm, and 3) previous experience of the proposed equity member(s). Metro would review the IQ submittals received by the deadline stated in the RFP, and deem them acceptable, incomplete or unacceptable. If the submittal was deemed acceptable, the proposing team would be added to the list of eligible Proposers and would be eligible to submit a proposal for the performance of the PDA work on a firm fixed price basis, with the potential opportunity to enter into an Implementation Agreement after completion of the PDA work.

Six prospective teams submitted an IQ by December 11, 2019. The IQ submissions of the following five teams, listed below in alphabetical order, were determined to be acceptable, and were deemed eligible Proposers:

- ACS Infrastructure Development
- LA SkyRail Express

- Sepulveda Transit Corridor Partners - Bechtel
- Sepulveda Transit Corridor Partners - Fengate
- Tutor Perini, Parsons & Plenary

On January 8, 2020, a pre-proposal conference and DBE networking event was held with 268 people in attendance. Following the pre-proposal conference, eligible Proposers were provided table space to conduct networking sessions and outreach with DBEs to discuss contracting opportunities.

In January and February 2020, two rounds of one-on-one meetings were conducted with eligible Proposers and Metro staff. While the one-on-one meetings were not mandatory, they were intended to provide eligible Proposers with a better understanding of the RFP and to allow discussions regarding the Proposers' approach to the PDA work. At the request of the eligible Proposers, Metro agreed to two additional rounds of one-on-one meetings that were subsequently held in March and June 2020.

Sixteen amendments were issued during the solicitation phase of the RFP:

- Amendment No. 1, issued on November 20, 2019, provided revisions related to the Initial Qualifications (IQ) Submittal Requirements and extended the date for prospective Proposers to submit the IQ Submittal;
- Amendment No. 2, issued on January 31, 2020, provided revisions related to the Letter of Invitation for Proposal regarding subcontractors' eligibility to propose on multiple teams, Letter of Invitation Supplement (PDA), Proposal Submittal Requirements and Evaluation and Selection Process and Criteria;
- Amendment No. 3, issued on February 5, 2020, provided revisions related to Letter of Invitation Supplement (PDA) and Form of Contract;
- Amendment No. 4, issued on February 13, 2020, provided revisions related to the Proposal Submittal Requirements;
- Amendment No. 5, issued on February 19, 2020, added submission of clarification request date;
- Amendment No. 6, issued on February 26, 2020, extended the proposal due date;
- Amendment No. 7, issued on February 28, 2020, added submission of clarification request date;
- Amendment No. 8, issued on March 6, 2020, provided revisions related to Letter of Invitation, Instruction to Proposers, Proposal Submittal Requirements, Evaluation and Selection Process and Criteria and Form of Contract;
- Amendment No. 9, issued on March 11, 2020, added a third round of one-on-one meetings with eligible Proposers;
- Amendment No. 10, issued on March 23, 2020, extended the proposal due date;
- Amendment No. 11, issued on May 5, 2020, provided revisions related to Letter of Invitation, Letter of Invitation Supplement (PDA), Proposal Submittal

Requirements, Evaluation and Selection Process and Criteria and Form of Contract;

- Amendment No. 12, issued on May 29, 2020, added a fourth round of one-on-one meetings with eligible Proposers, extended submittal of proposed changes concerning Equity Members, Lead Construction Contractor, or Lead Engineering Firm and extended the proposal due date;
- Amendment No. 13, issued on July 13, 2020, provided revisions related to Letter of Invitation Supplement (PDA), Proposal Submittal Requirements, Evaluation and Selection Process and Criteria and Form of Contract;
- Amendment No. 14, issued on July 24, 2020, extended the proposal due date;
- Amendment No. 15, issued on August 4, 2020, provided revisions related to the List of Reference Documents;
- Amendment No. 16, issued on August 14, 2020, provided revisions related to submission of Proposals.

A total of 583 individuals downloaded the RFP and were included on the plan holders list. There were 360 questions submitted and responses were released prior to the proposal due date.

Of the five eligible Proposers, Metro received the following four proposals (and their technologies) by the due date of August 26, 2020. The firms are listed below in alphabetical order:

- LA SkyRail Express (Monorail technology)
- Sepulveda Transit Corridor Partners - Bechtel (Heavy Rail technology)
- Sepulveda Transit Corridor Partners - Fengate (Light Rail technology)
- Tutor Perini, Parsons & Plenary (Heavy Rail technology)

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) composed of staff from Metro's Program Management, Countywide Planning, and Office of Extraordinary Innovation and outside agency members from California Department of Transportation (Caltrans) and Los Angeles Department of Transportation (LADOT) reviewed each technical and financial proposal submitted. In addition, a team of subject matter experts (SME) from Metro, Jacobs Engineering and their subconsultants, and Ernst & Young and their subconsultants was assembled to provide subject matter expertise based on their background and relevant experience to offer technical and financial analysis to the PET.

The proposals were evaluated based on the responsiveness pass/fail requirements (administrative, technical, financial, price, and approach to diversity and inclusion) of the RFP and the following evaluation criteria and point allocations.

- **Evaluation of Technical Proposal (630 points)**
 - Qualifications and Experience to Support Project Development (110 points)
 - Approach to Completing PDA Work (290 points)
 - Quality of Proposer's Transit Solution Concept (230 points)

- **Evaluation of Financial Proposal (230 points)**
 - Project Finance Experience, Investment Capacity, Project Delivery Plan and Financial Strength (110 points)
 - Quality of TSC Financial Feasibility Plan (120 points)

- **Evaluation of Price Proposal (130 points)**
 - PDA Price (100 points)
 - Implementation Agreement Maximum Profit Margin (30 points)

- **Evaluation of Approach to Diversity and Inclusion (40 points)**

There was a total of 1030 possible points.

Several factors were considered when developing the evaluation criteria and point allocation for this solicitation, giving the greatest importance to the evaluation of the technical proposal. As noted above, to maximize potential competition and innovation, Metro did not specify a required mode/technology, alignment, or configuration for the Project. Firms were encouraged to propose a TSC that best met the required project parameters, as stated in the RFP, that were likely to be technically and financially feasible. Proposers were also asked to identify key technical and financial risks to their specific approach, as well as strategies for mitigating or addressing these delivery challenges. Finally, firms were encouraged to demonstrate how their qualifications and experience would support their approach to successfully developing and delivering the proposed project within Metro's desired timeframe and budget.

All proposals passed the responsive requirements included in the RFP. The PET began its independent evaluation of the proposals on September 1, 2020. Additionally, the SMEs independently reviewed the proposals to provide the PET with technical and financial comments based on their relevant subject matter experience, background and expertise. The SMEs identified factual information from the proposals and related analysis to support identification of strengths, weaknesses, and risks for each proposal in accordance with the evaluation criteria included in the RFP.

Oral presentations/interviews were conducted with all four proposing teams during the week of November 9, 2020.

The PET members finalized their scores in December of 2020. In accordance with the evaluation process outlined in the RFP, the final scores were calculated and the highest-ranked proposal for each proposed transit technology was determined.

From that list, the two highest-ranked Proposers were determined to be LA SkyRail Express team proposing a monorail technology and Sepulveda Transit Corridor Partners - Bechtel team, proposing a heavy rail technology.

Qualifications Summary of Proposing Teams

LA SkyRail Express

LA SkyRail Express (LASRE) is a team comprised of BYD Transit Solutions LLC, John Laing Investments Limited, Skanska USA Civil West California District Inc. and HDR Engineering, Inc. The LASRE team proposed a monorail mode with 100% aerial alignment and unattended train operations. Their one-way trip time estimate from Valley to Westside is 24 minutes. Their financial proposal included a \$6.1 billion (capital expenses in 2020\$) TSC (Baseline Proposal), with \$221 million in anticipated equity investment, and \$63 million per year in operating expenses (2035\$). In addition to the Baseline Proposal, this proposal presented several other concepts to connect to important destinations (including UCLA) which may be explored further during the PDA and environmental processes based on technical feasibility and stakeholder feedback. LASRE submitted a detailed proposal which highlighted a well-developed technical solution concept design. The proposed project manager (PM) has direct experience on other monorail technology projects including Las Vegas Monorail and Vancouver SkyTrain. Their proposal included early consideration of operations and maintenance requirements to drive design decisions and minimize lifecycle costs. The proposal demonstrated strong financial experience across team members in raising finance. Their proposed equity structure is diversified and anticipated risk. The team demonstrated a clear understanding of the Measure M Expenditure Plan and associated funding constraints.

Sepulveda Transit Corridor Partners – Bechtel

Sepulveda Transit Corridor Partners - Bechtel (Bechtel) is a team comprised of Bechtel Development Company, Bechtel Infrastructure, Meridiam Sepulveda, LLC and American Triple I Partners, LLC. The Bechtel team proposed a heavy rail technology with 38% aerial and 62% tunnel alignment and unattended train operations. Their one-way trip time estimate from Valley to Westside is 19.7 minutes. Their financial proposal included a \$10.8 billion (capital expenses in 2020\$) TSC, with \$634 million in anticipated equity investment, and \$118 million per year in operating expenses (2035\$). Bechtel's proposal included well thought out stations siting, configuration and connections/transfers and stations were sized for some amount of growth in train consists. The team proposed a single-bore tunnel design to address significant challenges with tunneling and demonstrated a good

understanding of geo-technical issues. The proposal highlighted detailed plans to completing the PDA work, including consideration for third parties, FTA and the environmental process. During the interview, the Bechtel team demonstrated cohesion and coordination and their commitment to the Project. The financial proposal highlighted deep global financing experience across a range of project types and extensive experience with projects of similar size and complexity. The team's financial capacity appeared quite strong and they depicted an appropriate financial structure with a diversity of sources.

Sepulveda Transit Corridor Partners - Fengate

Sepulveda Transit Corridor Partners - Fengate (Fengate) is a team comprised of The Lane Construction Corporation, Webuild S.p.A., Hatch Associates Consultants, Inc., Fengate Capital Management Ltd., Globalvia Inversiones SAU, and Lane Infrastructure, Inc. The Fengate team proposed a light rail technology with 100% tunnel alignment and automatic train operations with a driver present. The team's one-way trip time estimate from Valley to Westside is 21 minutes. Their financial proposal included an \$11.5 billion (capital expenses in 2020\$) TSC, with \$198 million in anticipated equity investment, and \$97 million per year in operating expenses (2035\$). The technical proposal presented a strong and detailed TSC with well thought out station layouts with the customer experience and transfers in mind. The proposal included innovative ideas such as potential joint development opportunity as the maintenance facility and potential for a one-seat ride with East San Fernando Valley Line. Their risk management process had a high level of detail focused on identifying cost savings, reducing/mitigating risk and supporting P3 deal structuring.

Tutor, Perini, Parsons & Plenary

Tutor, Perini, Parsons & Plenary (TP3) is a team comprised of Tutor Perini Corporation, Parsons Construction, and Plenary Group. The TP3 team proposed a heavy rail technology with 39% aerial and 61% tunnel alignment and unattended train operations. Their one-way trip time estimate from Valley to Westside is 23 minutes. Their financial proposal included a \$7.2 billion (capital expenses in 2020\$) TSC, with \$574 million in anticipated equity investment, and \$128 million per year in operating expenses (2035\$). While the TP3 team's key personnel showed good experience in the written proposal, the team did not demonstrate cohesion or coordination during the interview. The team proposed good strategies for coordination with the environmental and outreach consultants. However, their proposal lacked detail in the TSC submittals. The technical proposal did not put forward a strong recommendation regarding alignment, vehicle type or maintenance storage facility location. TP3's financial proposal included reference projects that showed experience across transit projects and P3 projects. However, the financial proposal did not include the capital costs for the maintenance storage facility.

The following table summarizes the PET's ranking and scores.

1	Proposer/Mode	Maximum Points	Earned Points	Sub Total Points	Total Points	Rank
2	LA SkyRail Express/ Monorail					
3	Evaluation of Technical Proposal (630 points)					
4	<ul style="list-style-type: none"> Qualifications and Experience to Support Project Development 	110	86.36			
5	<ul style="list-style-type: none"> Approach to Completing PDA Work 	290	222.50			
6	<ul style="list-style-type: none"> Quality of Proposer's Transit Solution Concept 	230	175.71			
7	Total Technical Proposal			484.57		
8	Evaluation of Financial Proposal (230 points)					
9	<ul style="list-style-type: none"> Project Finance Experience, Investment Capacity, Project Delivery Plan and Financial Strength 	110	90.86			
10	<ul style="list-style-type: none"> Quality of TSC Financial Feasibility Plan 	120	97.71			
11	Total Financial Proposal			188.57		
12	Evaluation of Price Proposal (130 points)					
13	<ul style="list-style-type: none"> PDA Price 	100	100.00			
14	<ul style="list-style-type: none"> Implementation Profit Margin 	30	26.67			
15	Total Price Proposal			126.67		
16	Evaluation of Approach to Diversity and Inclusion (40 points)					
17	<ul style="list-style-type: none"> Inclusivity and Diversity 	40	40.00			
18	Total Diversity and Inclusion			40.00		
19	Grand Total	1030			839.81	1
20	Sepulveda Transit Corridor Partners – Bechtel /Heavy Rail					
21	Evaluation of Technical Proposal (630 points)					
22	<ul style="list-style-type: none"> Qualifications and Experience to Support Project Development 	110	80.33			
23	<ul style="list-style-type: none"> Approach to Completing PDA Work 	290	204.19			
24	<ul style="list-style-type: none"> Quality of Proposer's Transit Solution Concept 	230	183.91			

25	Total Technical Proposal			468.43		
26	Evaluation of Financial Proposal (230 points)					
27	<ul style="list-style-type: none"> Project Finance Experience, Investment Capacity, Project Delivery Plan and Financial Strength 	110	84.79			
28	<ul style="list-style-type: none"> Quality of TSC Financial Feasibility Plan 	120	67.71			
29	Total Financial Proposal			152.50		
30	Evaluation of Price Proposal (130 points)					
31	<ul style="list-style-type: none"> PDA Price 	100	91.02			
32	<ul style="list-style-type: none"> Implementation Profit Margin 	30	30.00			
33	Total Price Proposal			121.02		
34	Evaluation of Approach to Diversity and Inclusion (40 points)					
35	<ul style="list-style-type: none"> Inclusivity and Diversity 	40	30			
36	Total Diversity and Inclusion			30.00		
37	Grand Total	1030			771.95	2
38	Tutor Perini, Parsons & Plenary /Heavy Rail					
39	Evaluation of Technical Proposal (630 points)					
40	<ul style="list-style-type: none"> Qualifications and Experience to Support Project Development 	110	75.50			
41	<ul style="list-style-type: none"> Approach to Completing PDA Work 	290	206.73			
42	<ul style="list-style-type: none"> Quality of Proposer's Transit Solution Concept 	230	139.43			
43	Total Technical Proposal			421.66		
44	Evaluation of Financial Proposal (230 points)					
45	<ul style="list-style-type: none"> Project Finance Experience, Investment Capacity, Project Delivery Plan and Financial Strength 	110	79.36			
46	<ul style="list-style-type: none"> Quality of TSC Financial Feasibility Plan 	120	78.00			
47	Total Financial Proposal			157.36		
48	Evaluation of Price Proposal (130 points)					
49	<ul style="list-style-type: none"> PDA Price 	100	88.96			
50	<ul style="list-style-type: none"> Implementation Profit Margin 	30	30.00			

51	Total Price Proposal			118.96		
52	Evaluation of Approach to Diversity and Inclusion (40 points)					
53	• Inclusivity and Diversity	40	20			
54	Total Diversity and Inclusion			20		
55	Grand Total	1030			717.98	3
56	Sepulveda Transit Corridor Partners – Fongate /Light Rail					
57	Evaluation of Technical Proposal (630 points)					
58	• Qualifications and Experience to Support Project Development	110	85.93			
59	• Approach to Completing PDA Work	290	223.51			
60	• Quality of Proposer's Transit Solution Concept	230	174.21			
61	Total Technical Proposal			483.65		
62	Evaluation of Financial Proposal (230 points)					
63	• Project Finance Experience, Investment Capacity, Project Delivery Plan and Financial Strength	110	80.54			
64	• Quality of TSC Financial Feasibility Plan	120	74.57			
65	Total Financial Proposal			155.11		
66	Evaluation of Price Proposal (130 points)					
67	• PDA Price	100	0.00			
68	• Implementation Profit Margin	30	30.00			
69	Total Price Proposal			30.00		
70	Evaluation of Approach to Diversity and Inclusion (40 points)					
71	• Inclusivity and Diversity	40	35.00			
72	Total Diversity and Inclusion			35.00		
73	Grand Total	1030			703.76	4

Approach to Price Evaluation

When considering pricing for PDA services, Metro's objective for this procurement was to contract with the highest quality PDA partner(s) to develop the project, while ensuring that the cost of the PDA work would remain reasonable and affordable. As

a result, Metro took an approach to the PDA Price Proposal evaluation that sought to balance affordability with the qualifications-based nature of the procurement.

Specifically, staff utilized a *tiered price formula* designed to encourage efficient pricing without putting a hard cap on price, which might unduly limit the level of effort required to support high-quality project development approaches. The tiering provides for an increasingly strong incentive to control price, as price increases. In other words, a proposer may risk an increasingly greater amount of points, the higher their proposed price.

The price formula identified in the RFP was based on two thresholds that were developed using Metro's Independent Cost Estimate: 1) a Price Target (\$72,000,000), within the range of Metro's *preferred* pricing, and 2) a Price Limit (\$104,000,000), representing the range of Metro's *acceptable* pricing. Pricing was then evaluated as follows:

- If a proposer submitted a price that was **below or equal to the Price Target**, the score would be calculated by dividing the *lowest proposed price* into the *price being evaluated*, multiplied by 100. This formula results in the *lowest proposed price* receiving all 100 available points, and each price *above* the low price (but *below* Metro's Price Target) receiving a reduction in points proportionate to how far *in excess of the lowest price* it was.
- If a proposer submitted a price that was **greater than the Price Target, but less than or equal to the Price Limit**, the score would be calculated on a sliding scale that was defined by the *highest* submitted price. The highest submitted price would receive 0 points, and each score *below* the high price would receive a score based on how far *below the highest price* it was.
- If a proposer submitted a price that was **greater than the Price Limit**, while the overall proposal would be considered responsive, the score would be calculated as zero (without regard to any other proposed prices). Metro also stipulated that it reserved the right to reject any proposal that was priced over the Price Limit, to ensure affordability could ultimately be achieved.

Fengate proposed the highest price of all proposing teams to perform the PDA services, exceeding the price target of \$72,000,000, as defined in the RFP. Because no other firm proposed a price above the Price Target, in accordance with the formula defined in the RFP, the team earned a score of 0 for the PDA Price evaluation criteria.

The two highest-ranked Proposers submitted the lowest price proposal in their respective technology.

C. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based upon an independent cost estimate (ICE), adequate price competition, technical evaluation, fact finding, clarifications and negotiations.

	Proposer Name/Mode	PDA Proposal Amount	Metro ICE	Award Amount
1.	LA SkyRail Express/ Monorail	\$63,605,132	\$71,321,139 *	\$63,605,132
2.	Sepulveda Transit Corridor Partners (Bechtel)/ Heavy Rail	\$69,882,427	\$71,321,139 *	\$69,882,427
3.	Tutor Perini, Parsons & Plenary/ Heavy Rail	\$71,500,000		
4.	Sepulveda Transit Corridor Partners (Fengate)/ Light Rail	\$103,800,000		

*Each contract.

D. Background on Recommended Contractors

LA SkyRail Express (LASRE) will serve as the Special Purpose Corporation (SPC) to be formed with John Laing Investments Limited and BYD Transit Solutions LLC identified as equity members. The SPC will be formally created prior to contract execution. LASRE has teamed up with Skanska USA Civil West California District Inc. as the lead construction contractor and HDR Engineering, Inc. as the lead engineering firm. Past projects for firms of this team include engineering on Eagle P3 Commuter Rail Line in Denver, construction on Expo Line light rail transit extension project, and financing on Denver Eagle P3, Hurontario Light Rail Transit in Ontario, Canada, and Sydney Light Rail in Australia.

Sepulveda Transit Corridor Partners - Bechtel (Bechtel) will serve as the Special Purpose Vehicle (SPV) to be formed with Bechtel Development Company, American Triple I Partners, LLC and Meridiam Sepulveda, LLC identified as equity members. The SPV will be formally created prior to contract execution. STCP Bechtel has teamed up with Bechtel Infrastructure as the lead construction contractor and lead engineering firm. Past projects for firms of this team include engineering and construction on Dulles Corridor Metrorail Project in Northern Virginia, and financing on Edmonton Valley Line light rail transit project in Alberta, Canada and LaGuardia Airport Central Terminal Redevelopment in New York.

DEOD SUMMARY

SEPULVEDA TRANSIT CORRIDOR PROJECT
PRE-DEVELOPMENT SERVICES / PS66773MRT/PS66773HRT

A. Small Business Participation

The Diversity & Economic Opportunity Department (DEOD) established DBE goals for each Phase of this Pre-Development Agreement (PDA) services project. A 30% DBE goal was established for Phase 1 – Alternatives Refinement, a 25.00% DBE goal for Phase 2 – Conceptual Engineering and Analysis, a 23.50% DBE goal for Phase 3 – Conceptual Engineering to Support Locally Preferred Alternative Selection, and a 24.94% DBE goal for Phase 4 – Final Technical Concept.

Two (2) firms were selected as Prime Consultants: LA SkyRail Express (LASRE) (Monorail Technology) and Sepulveda Transit Corridor Partners – Bechtel (STCP-BECHTEL) (Heavy Rail Technology). Each firm committed to or exceeded the goals established for each Phase.

PHASE 1: LASRE exceeded the mandatory DBE goal by making a **30.02%** DBE commitment.

Small Business Goal (Phase 1)	30% DBE	Small Business Commitment	30.02% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	Amheart Solutions	Asian Pacific American	1.82%
2.	D'Leon Consulting Engineers	Hispanic American	3.89%
3.	Destination Enterprises, Inc.	Non-Minority Female	0.94%
4.	Don H. Mahaffey Drilling Co.	Hispanic American Female	0.73%
5.	Earth Mechanics, Inc.	Asian Pacific American	2.01%
6.	FPL and Associates	Asian Pacific American	0.34%
7.	Gallego Consulting Services, Inc.	Hispanic American	0.57%
8.	Innova Technologies, Inc.	Hispanic American	6.82%
9.	JNA Builders, Inc.	Asian Pacific American	0.16%
10.	Lindborg & Mazor LLP	Non-Minority Female	0.50%

11.	LKG-CMC, Inc.	Non-Minority Female	1.09%
12.	Modern Times, Inc.	Hispanic American	2.98%
13.	Mountain Pacific, Inc.	Non-Minority Female	0.89%
14.	N. Saylor Consulting Group, Inc.	Non-Minority Female	0.33%
15.	Sapphos Environmental Inc.	Hispanic American Female	0.33%
16.	Sotomayor & Associates	Hispanic American	1.00%
17.	SXM Strategies, LLC	Asian Pacific American Female	0.35%
18.	T and T Public Relations	Hispanic American Female	1.17%
19.	TEC Management Consultants, Inc.	African American	0.70%
20.	The Wathen Group, LLC	Non-Minority Female	0.09%
21.	V&A, Inc.	Hispanic American	0.39%
22.	Virginkar & Associates	Asian Pacific American Female	2.92%
Total DBE Commitment			30.02%

Phase 1: STCP-BECHTEL exceeded the mandatory DBE goal by making a **30.18%** DBE commitment.

Small Business Goal (Phase 1)	30% DBE	Small Business Commitment	30.18% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	360 Total Concept Consulting, Inc.	African American Female	4.61%
2.	A. Esteban & Company, Inc.	Hispanic American	0.35%
3.	A1 Management and Inspection, Inc.	Non-Minority Female	3.09%
4.	A3GEO, Inc.	Non-Minority Female	2.50%
5.	Anil Verma Associates, Inc.	Subcontinent Asian American	0.97%
6.	Auriga Corporation	Subcontinent Asian American	1.19%
7.	BA, Inc.	African American	1.33%
8.	Cheshil Consultants, Inc.	Subcontinent Asian American	1.22%

9.	D'Leon Consulting Engineers Corporation	Hispanic American	1.28%
10.	FMG Architects	Hispanic American Female	1.52%
11.	Here Design Studio, LLC	African American Female	0.86%
12.	Intueor Consulting, Inc.	Subcontinent Asian American	1.80%
13.	Jenkins/Gales & Martinez, Inc.	African American	1.61%
14.	JKH Consulting, LLC	African American Female	0.69%
15.	McLean and Schultz, Inc.	Hispanic American	2.11%
16.	PacRim Engineering	Asian Pacific American	1.00%
17.	Unico Engineering, Inc.	Hispanic American	0.05%
18.	Virginkar & Associates, Inc.	Asian Pacific American Female	1.00%
19.	VN Tunnel and Underground, Inc.	Asian Pacific American	2.59%
20.	Vobecky Enterprises, Inc.	African American Female	0.41%
Total DBE Commitment			30.18%

PHASE 2: LASRE exceeded the mandatory DBE goal by making a **28.26%** DBE commitment.

Small Business Goal (Phase 2)	25% DBE	Small Business Commitment	28.26% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	Amheart Solutions	Asian Pacific American	0.61%
2.	Auriga Corporation	Subcontinent Asian American	0.85%
3.	BA, Inc.	African American	0.96%
4.	Coast Surveying	Hispanic American	0.23%
5.	D'Leon Consulting Engineers	Hispanic American	1.25%
6.	Destination Enterprises, Inc.	Non-Minority Female	0.78%
7.	Don H. Mahaffey Drilling Co.	Hispanic American Female	0.51%
8.	Earth Mechanics, Inc.	Asian Pacific American	0.62%

9.	FPL and Associates	Asian Pacific American	0.33%
10.	Gallego Consulting Services, Inc.	Hispanic American	0.44%
11.	Hinman Consulting Engineers, Inc..	Non-Minority Female	2.19%
12.	IDC Consulting Engineers, Inc.	Asian Pacific American Female	1.09%
13.	Innova Technologies, Inc.	Hispanic American	5.20%
14.	Intueor Consulting, Inc.	Subcontinent Asian American	0.54%
15.	JNA Builders, Inc.	Asian Pacific American	0.13%
16.	Lindborg & Mazor LLP	Non-Minority Female	0.38%
17.	LKG-CMC, Inc.	Non-Minority Female	1.25%
18.	Modern Times, Inc.	Hispanic American	0.56%
19.	Morgner Construction Management	Hispanic American Female	0.58%
20.	Mountain Pacific, Inc.	Non-Minority Female	0.42%
21.	N. Saylor Consulting Group, Inc.	Non-Minority Female	0.10%
22.	PBS Engineers, Inc.	Subcontinent Asian American	2.89%
23.	RAW International, Inc.	African American	0.79%
24.	Sapphos Environmental Inc.	Hispanic American Female	0.11%
25.	Sotomayor & Associates	Hispanic American	0.14%
26.	SXM Strategies, LLC	Asian Pacific American Female	0.64%
27.	T and T Public Relations	Hispanic American Female	0.70%
28.	TEC Management Consultants, Inc.	African American	0.53%
29.	The Wathen Group, LLC	Non-Minority Female	0.62%
30.	TransSolutions	Non-Minority Female	0.16%
31.	V&A, Inc.	Hispanic American	1.30%
32.	Virginkar & Associates	Asian Pacific American Female	0.43%
33.	YKD Landscape (Yunsoo Kim Design, Inc.)	Asian Pacific American	0.93%
Total DBE Commitment			28.26%

Phase 2: STCP-BECHTEL exceeded the mandatory DBE goal by making a **25.79%** DBE commitment.

Small Business Goal (Phase 2)	25% DBE	Small Business Commitment	25.79% DBE
--	----------------	--------------------------------------	-------------------

	DBE Subcontractors	Ethnicity	% Committed
1.	360 Total Concept Consulting, Inc.	African American Female	1.30%
2.	A. Esteban & Company, Inc.	Hispanic American	0.20%
3.	A1 Management and Inspection, Inc.	Non-Minority Female	0.49%
4.	A3GEO, Inc.	Non-Minority Female	1.29%
5.	Alliance Engineering Consultants, Inc.	Asian Pacific American	0.37%
6.	Anil Verma Associates, Inc.	Subcontinent Asian American	0.36%
7.	Auriga Corporation	Subcontinent Asian American	1.04%
8.	BA, Inc.	African American	0.36%
9.	Cheshil Consultants, Inc.	Subcontinent Asian American	0.89%
10.	Diaz Yourman & Associates	Hispanic American	0.22%
11.	D'Leon Consulting Engineers Corporation	Hispanic American	1.65%
12.	EW Consulting, Inc.	Non-Minority Female	0.60%
13.	FMG Architects	Hispanic American Female	0.36%
14.	FPL and Associates	Asian Pacific American	1.10%
15.	Here Design Studio, LLC	African American Female	0.88%
16.	Intueor Consulting, Inc.	Subcontinent Asian American	0.82%
17.	Jenkins/Gales & Martinez, Inc.	African American	0.36%
18.	JKH Consulting, LLC	African American Female	0.29%

19.	McLean and Schultz, Inc.	Hispanic American	1.44%
20.	Monument ROW, Inc.	Non-Minority Female	0.62%
21.	PacRim Engineering	Asian Pacific American	1.79%
22.	Unico Engineering, Inc.	Hispanic American	0.84%
23.	V&A, Inc.	Hispanic American	0.65%
24.	Virginkar & Associates, Inc.	Asian Pacific American Female	1.25%
25.	VN Tunnel and Underground, Inc.	Asian Pacific American	2.88%
26.	Wagner Engineering & Survey, Inc.	Non-Minority Female	3.50%
27.	Yunsoo Kim Design	Asian Pacific American	0.24%
Total DBE Commitment			25.79%

PHASE 3: LASRE exceeded the mandatory DBE goal by making a **25.87%** DBE commitment.

Small Business Goal (Phase 3)	23.50% DBE	Small Business Comittment	25.87% DBE
--------------------------------------	-------------------	----------------------------------	-------------------

	DBE Subcontractors	Ethnicity	% Committed
1.	Amheart Solutions	Asian Pacific American	0.79%
2.	Auriga Corporation	Subcontinent Asian American	0.74%
3.	Coast Surveying	Hispanic American	0.28%
4.	D'Leon Consulting Engineers	Hispanic American	0.39%
5.	Destination Enterprises, Inc.	Non-Minority Female	1.28%
6.	Don H. Mahaffey Drilling Co.	Hispanic American Female	0.59%
7.	Earth Mechanics, Inc.	Asian Pacific American	0.22%
8.	FPL and Associates	Asian Pacific American	0.75%
9.	Gallego Consulting Services, Inc.	Hispanic American	0.54%

10.	Hinman Consulting Engineers, Inc..	Non-Minority Female	0.66%
11.	IDC Consulting Engineers, Inc.	Asian Pacific American Female	0.54%
12.	Innova Technologies, Inc.	Hispanic American	5.95%
13.	JNA Builders, Inc.	Asian Pacific American	0.20%
14.	Lindborg & Mazor LLP	Non-Minority Female	0.38%
15.	LKG-CMC, Inc.	Non-Minority Female	0.95%
16.	Modern Times, Inc.	Hispanic American	0.81%
17.	Mountain Pacific, Inc.	Non-Minority Female	0.75%
18.	N. Saylor Consulting Group, Inc.	Non-Minority Female	0.11%
19.	PBS Engineers, Inc.	Subcontinent Asian American	2.33%
20.	Regency Right of Way Consulting, LLC	African American Female	0.32%
21.	Sapphos Environmental Inc.	Hispanic American Female	0.12%
22.	Sotomayor & Associates	Hispanic American	0.22%
23.	SXM Strategies, LLC	Asian Pacific American Female	0.72%
24.	T and T Public Relations	Hispanic American Female	0.74%
25.	TEC Management Consultants, Inc.	African American	0.75%
26.	The Wathen Group, LLC	Non-Minority Female	0.83%
27.	TransSolutions	Non-Minority Female	0.18%
28.	V&A, Inc.	Hispanic American	1.25%
29.	Virginkar & Associates	Asian Pacific American Female	1.49%
30.	YKD Landscape (Yunsoo Kim Design, Inc.)	Asian Pacific American	0.99%
Total DBE Commitment			25.87%

Phase 3: STCP-BECHTEL exceeded the mandatory DBE goal by making a **23.71%** DBE commitment.

Small Business Goal (Phase 3)	23.50% DBE	Small Business Commitment	23.71% DBE
--	-------------------	--------------------------------------	-------------------

	DBE Subcontractors	Ethnicity	% Committed
1.	360 Total Concept Consulting, Inc.	African American Female	1.64%
2.	A. Esteban & Company, Inc.	Hispanic American	0.88%
3.	A1 Management and Inspection, Inc.	Non-Minority Female	1.67%
4.	A3GEO, Inc.	Non-Minority Female	0.88%
5.	Alliance Engineering Consultants, Inc.	Asian Pacific American	0.43%
6.	Anil Verma Associates, Inc.	Subcontinent Asian American	0.77%
7.	Auriga Corporation	Subcontinent Asian American	1.33%
8.	BA, Inc.	African American	0.63%
9.	Cheshil Consultants, Inc.	Subcontinent Asian American	1.21%
10.	Diaz Yourman & Associates	Hispanic American	1.05%
11.	D'Leon Consulting Engineers Corporation	Hispanic American	2.62%
12.	EW Consulting, Inc.	Non-Minority Female	0.47%
13.	FMG Architects	Hispanic American Female	0.77%
14.	FPL and Associates	Asian Pacific American	0.79%
15.	Here Design Studio, LLC	African American Female	0.08%
16.	Intueor Consulting, Inc.	Subcontinent Asian American	0.69%
17.	Jenkins/Gales & Martinez, Inc.	African American	0.42%
18.	JKH Consulting, LLC	African American Female	0.16%
19.	McLean and Schultz, Inc.	Hispanic American	0.98%

20.	Monument ROW, Inc.	Non-Minority Female	0.28%
21.	PacRim Engineering	Asian Pacific American	1.51%
22.	Unico Engineering, Inc.	Hispanic American	0.52%
23.	V&A, Inc.	Hispanic American	0.63%
24.	Virginkar & Associates, Inc.	Asian Pacific American Female	0.80%
25.	VN Tunnel and Underground, Inc.	Asian Pacific American	1.68%
26.	Wagner Engineering & Survey, Inc.	Non-Minority Female	0.56%
27.	Yunsoo Kim Design	Asian Pacific American	0.26%
Total DBE Commitment			23.71%

To be responsive, Proposers were required to commit to meet or exceed the DBE goal for Phase 4 at the time of Proposal submittal. During Phase 3, the Prime Contractor will be required to submit a list of all DBE and non-DBE firms that will perform work in Phase 4.

PHASE 4: LASRE met the mandatory DBE goal by making a **24.94%** DBE commitment.

Small Business Goal (Phase 4)	24.94% DBE	Small Business Commitment	24.94% DBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	To Be Determined during Phase 3	TBD	24.94%
Total DBE Commitment			24.94%

Phase 4: STCP-BECHTEL met the mandatory DBE goal by making a **24.94%** DBE commitment.

Small Business Goal (Phase 4)	24.94% DBE	Small Business Commitment	24.94% DBE
--------------------------------------	-------------------	----------------------------------	-------------------

	DBE Subcontractors	Ethnicity	% Committed
1.	To Be Determined during Phase 3	TBD	24.94%
Total DBE Commitment			24.94%

B. Contracting Outreach and Mentoring Plan (COMP)

To be responsive, Proposers were required to submit a Contracting Outreach and Mentoring Plan (COMP) including strategies to mentor for protégé development four (4) DBE firms for Mentor-Protégé development in at least two of Phases 1 – 3.

LASRE proposed to mentor the following (4) protégé's: Coast Surveying, Inc., IDC Consulting, Inc., Auriga Corporation, and RAW International. STCP-BECHTEL proposed to mentor the following (4) protégé's: FMG Architects, 360 Total Concept Consulting, A1 Management and Inspection, and A3GEO Inc.

For Phase 4, the Prime Contractor is required to mentor a total of two (2) DBE firms for Protégé development. The Prime Contractor must identify Proteges for Phase 4 during Phase 3. The two DBE firms mentored during Phase 4 shall not be firms that were mentored in Phases 1-3.

C. Living Wage and Service Contract Worker Retention Policy Applicability

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

D. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

E. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



Next stop: exploring alternatives to the 405.

SEPULVEDA TRANSIT CORRIDOR PROJECT

RFP No. PS66773 Sepulveda Transit Corridor
Pre-Development Agreement (PDA)
Recommendation for Awards



Metro®

March 2021

Recommendation

- > **AUTHORIZING the Chief Executive Officer (CEO) to award the following two (2) Contracts, subject to resolution of protests, if any.**
 - > Contract No. PS66773MRT to LA SkyRail Express for pre-development services for a proposed Monorail technology transit solution concept in an amount not to exceed \$63,605,132.
 - > Contract No. PS66773HRT to Sepulveda Transit Corridor Partners -Bechtel for pre-development services for a proposed Heavy Rail technology transit solution concept in an amount not to exceed \$69,882,427.
- > **APPROVE Contract Modification Authority in the amount of 25% for each of the two contract award values, respectively, and authorize the CEO to execute individual Contract Modifications within the Board-approved Contract Modification Authority.**

PDA Procurement Review

What staff are recommending today:

- > PDA Teams with qualifications and experience aligned with their proposed project design and development approach and project implementation capabilities
- > Transit concept as starting point for development (PDA) work that meets/exceeds Project Goals and adheres to specified Project Parameters
- > Evaluation considered quality of concept, quality of approach, development experience, delivery experience, price components, diversity/inclusion

Award of PDA Contract(s) will allow environmental process to begin

- > Previous Board award of environmental contract and communications contract
- > Once environmental process begins, concept designs for range of alternatives will be advanced/refined through public feedback and technical investigation/analysis
- > Additional concepts to make connections to important destinations (such as UCLA) may also be explored during the PDA and environmental processes



Evaluation Criteria

> **Technical – 630 points**

- Qualifications and experience to support project development (110 points)
- Approach to completing PDA work (290 points)
- Quality of Proposer's Transit Solution Concept (TSC) (230 points)

> **Financial – 230 points**

- Project finance experience, investment capacity, project delivery plan and financial strength (110 points)
- Quality of TSC Financial Feasibility Plan (120 points)

> **PDA Price – 130 points**

- PDA price (100 points)
- Implementation profit margin (30 points)

> **Inclusivity and Diversity – 40 points**

- Contractor Outreach Mentor Protégé Plan (40 points)

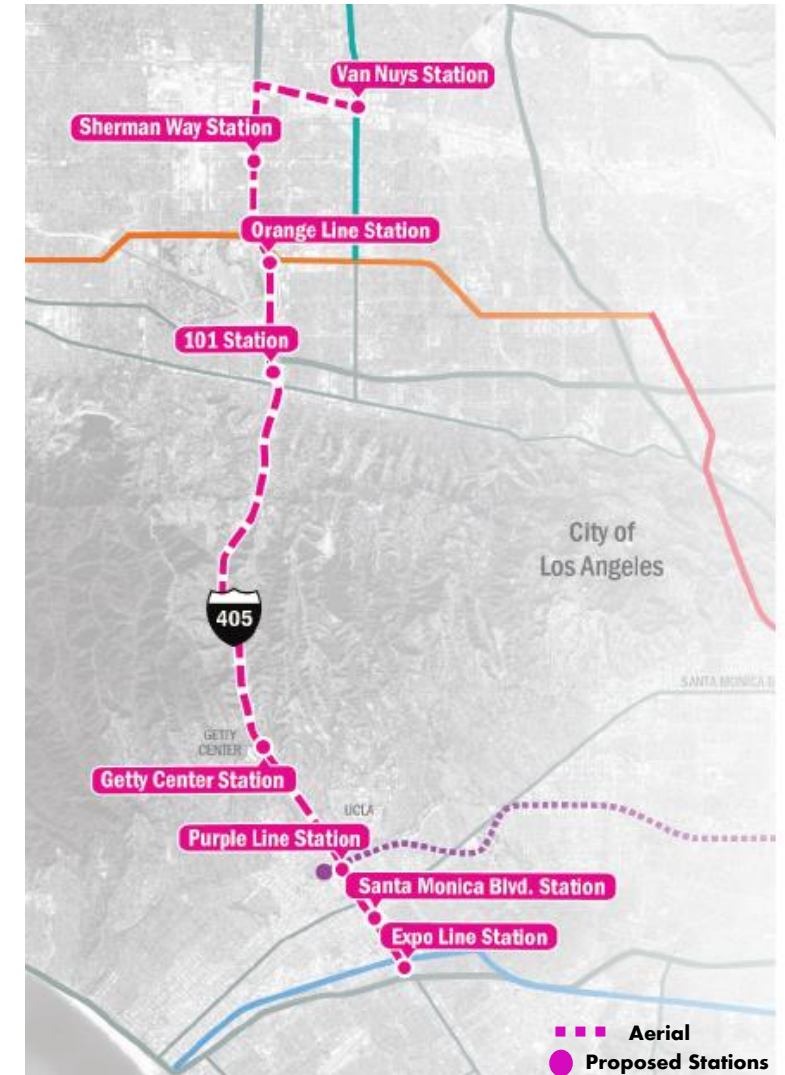
Final Evaluation Scores

Proposer/Mode	Technical (630 points) Financial (230 points) (860 points)	PDA Price (100 points)	Implementation Profit Margin (30 points)	Inclusion and Diversity (40 points)	Grand Total (1030 points)
LA SkyRail Express / MRT	673.14	100.00	26.67	40.00	839.81
STCP Bechtel / HRT	620.93	91.02	30.00	30.00	771.95
Tutor Perini, Parsons & Plenary / HRT	579.02	88.96	30.00	20.00	717.98
STCP Fengate / LRT	638.76	0.00	30.00	35.00	703.76

Recommended Proposer – LA SkyRail Express

Proposal Highlights

- > Mode: Monorail
- > 100% Aerial Alignment (I-405 ROW)
- > Automated Operations
- > Valley to Westside Trip Time: 24 minutes
- > \$6.1 billion (2020\$) Capital Cost (for Baseline proposal)
- > ~\$63m/yr Operating Expenses (2035\$)
- > Team with direct experience with this technology
- > Early consideration of O&M requirements to minimize lifecycle costs
- > Demonstrated financial experience on P3 projects in the US and abroad

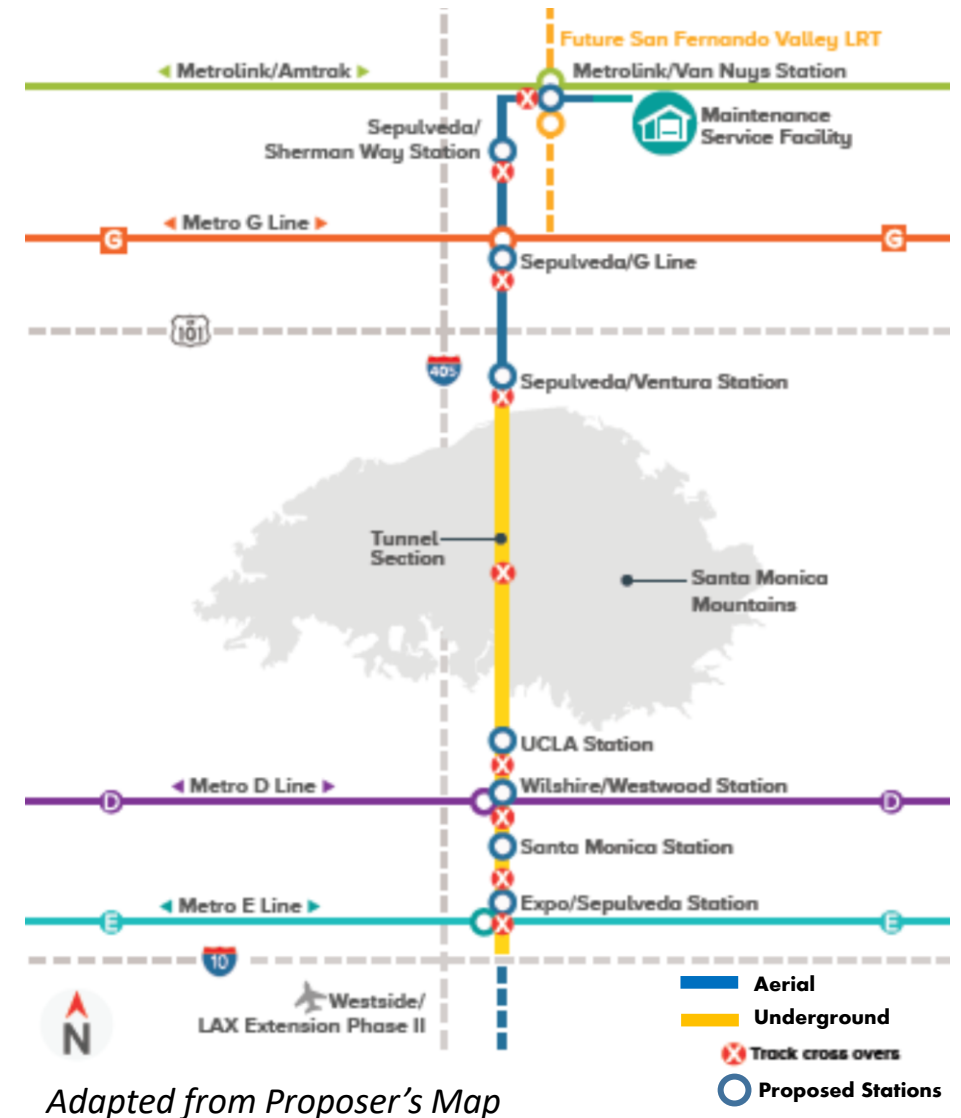


Adapted from Proposer's Map

Recommended Proposer – Sepulveda Transit Corridor Partners (Bechtel)

Proposal Highlights

- > Mode: Heavy Rail
- > 62% of Alignment is Underground/Tunnel
- > Automated Operations
- > Valley to Westside Trip Time: 19.7 minutes
- > \$10.8 billion (2020\$) Capital Cost
- > ~\$118m/yr Operating Expenses (2035\$)
- > Detailed stations plans, connections/transfers, and integration with the surroundings
- > Good understanding of geo-technical issues; well-defined construction approach
- > Demonstrated financial experience across a range of project types of similar complexity



Adapted from Proposer's Map

PDA Structure: Phases of Work

Phase	PDA Activities	Number of PDA Developers	Duration Months*
Alternatives Definition	Refine alternatives and incorporate stakeholder feedback	Up to 2	9
Conceptual Engineering and Analysis	Conceptual engineering and analysis of environmental impacts, performance, constructability, cost, and risk for DEIR	Up to 2	13
Conceptual Engineering to support LPA	Develop indicative performance and cost reports to finalize DEIR and LPA Selection	Up to 2	9
Final Technical Concept	Refine engineering for FEIR, performance analysis, contract terms and conditions, risk allocation, and pricing	1	11
Proposal for Implementation	Finalize FEIR; Issue Metro Request for presumed fixed-price P3 delivery proposal; Evaluate Proposal and close transaction	1	10

**subject to change*

PDA Price by Phase

		PDA Price by Phase		Number of PDA Developers
		LASRE	STCP - Bechtel	
Phase 1	Alternatives Refinement	\$6,445,812	\$6,500,000	Up to 2
Phase 2	Conceptual Engineering & Analysis	\$20,869,629	\$22,494,822	Up to 2
Phase 3	Conceptual Engineering to Support LPA Selection	\$9,784,655	\$9,452,860	Up to 2
Phase 4	Final Technical Concept	\$26,505,036	\$31,434,745	1
Phase 5	Project Implementation Proposal	\$0	\$0	1
	Total	\$63,605,132	\$69,882,427	

Public Feedback and Next Steps

Public interest in project remains high

- > 12,000 stakeholders in project database
- > Press release and Source post generated media coverage in multiple publications

Comments received since February 2021 are a mix of support and concerns for elements of both proposals

- > Feedback consistent with input received during the Feasibility Study
- > Stakeholders generally understand PDA contract awards are the starting point of next phase

Next steps

- > The range of alternatives for environmental review will be presented to the Board in April 2021
- > Prepare for environmental review process and Fall 2021 public scoping period
- > PDA Teams continue to further develop their proposed concepts, which are refined through the environmental process



Thank You

QUESTIONS?



Board Report

File #: 2020-0636, **File Type:** Plan

Agenda Number: 41.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021**

SUBJECT: ZERO EMISSION BUS ROLLOUT PLAN

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE Zero Emission Bus Rollout Plan for submittal to California Air Resources Board (CARB).

ISSUE

CARB's Innovative Clean Transit (ICT) Regulation requires all public agencies in the State of California to submit a Zero Emission Rollout Plan, approved by the agency's governing body, describing the agency's strategy to transition to 100% zero emission bus operation by 2040.

BACKGROUND

In December 2018, the California Air Resources Board (CARB) approved the Innovative Clean Transit (ICT) Regulation which requires all public transit agencies in the state to transition from conventional buses (compressed natural gas, diesel, etc.) to ZEBs (battery-electric or fuel cell electric) by 2040. The regulation requires a progressive increase of an agency's new bus purchases to be ZEBs based on their fleet size.

To ensure that each agency has a strategy to comply with the 2040 requirement, the ICT regulation requires each agency to submit a ZEB Rollout Plan (Rollout Plan) before purchase requirements take effect. The Rollout Plan is considered a living document and is meant to guide the implementation of ZEB fleets and help transit agencies work through many of the potential challenges and explore solutions.

As a "Large Transit Agency", as defined by the CARB ICT regulation, Metro was originally required to submit a Board-approved Rollout Plan by July 1, 2020. However, due to the severe impact the COVID-19 pandemic to agencies' operations, budgets, and schedules, CARB staff has permitted larger transit bus agencies to request an extension. Metro requested an extension on June 29, 2020 to submit the Rollout Plan by December 31, 2020. CARB granted the extension on June 30th, 2020. Due to resource impacts with COVID, Metro requested another extension on October 22, 2020 to submit the Rollout Plan by March 31, 2021. CARB granted the extension on October 27, 2020.

DISCUSSION

California Air Resources Board (CARB) Zero Emission Bus Rollout Plan

Pursuant to the CARB ICT Regulation, Metro's Rollout Plan (Attachment A) describes the plan to meet CARB's 2040 ZEB goals. Since Metro's goal is to transition by approximately 2030, Metro's Rollout Plan is more aggressive than the ICT Rule's schedule and thus complies with the CARB ICT regulation.

Zero Emission Bus Program Master Plan

The ICT Regulation Rollout Plan is derived the Metro's ZE Master Plan. The key difference is that the ICT Regulation specifies a generic format and level of information to be provided by all California transit bus agencies. Metro's ZE Master Plan is customized for Metro's Operations.

The Rollout Plan (Plan) is based on pre-COVID-19 pandemic operations. While no change to Metro's goal of transitioning to a 100% ZEB bus fleet by 2030 fleet is recommended at this time, staff is investigating potential impacts that changes to revenue, ridership, and service levels may have to the Plan and the Board's 2030 goal.

In parallel:

- Staff continues to refine development of layover charging locations in preparation for additional modeling of battery bus performance with on-route charging options, including for the Pasadena-North Hollywood Bus Rapid Transit Project.
- Staff continues to coordinate with Southern California Edison's (SCE) as they work to electrify the Silver Line. SCE's method of service (MOS) study preliminary analyses is anticipated to be complete by September 2020. This study will inform Metro on strategies to electrify Division 9 and El Monte Station, including considerations for energy storage and siting.

Should staff identify any issues that will result in material changes to the Plan or schedule, Metro will inform the Board and CARB as required by the ICT regulations.

DETERMINATION OF SAFETY IMPACT

This recommendation will have a positive impact on system safety, service quality, and system reliability for our customers.

FINANCIAL IMPACT

Adoption of the Rollout Plan would have no additional financial impact to the agency. Financial impact is consistent with previous Master Plan updates.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This item supports the following Strategic Goals: 1) Provide high-quality mobility options that enable people to spend less time traveling and 2) Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

Staff could request another extension, but such an action would likely not be approved by CARB.

NEXT STEPS


If this action is approved, staff will submit the Rollout Plan to CARB by March 31, 2021 as directed.

ATTACHMENTS

Attachment A - Metro's Rollout Plan

Prepared by: Marc Manning, Sr. Director, Vehicle Engineering & Acquisition, (213) 922-5871
Jesus Montes, Sr. Executive Officer, Vehicle Engineering & Acquisition, (213)
418-3277

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 418-3108



Phillip A. Washington
Chief Executive Officer

Final Rollout Plan

Prepared for:



California Air Resources Board

Prepared by:



ZEBGO Partners

444 South Flower Street
Suite 800
Los Angeles, California 90071

March 2021

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Acronyms and Abbreviations

BEB	Battery-Electric Bus
Board	Metro Board of Directors
BRT	Bus Rapid Transit
CARB	California Air Resource Board
CMF	Central Maintenance Facility
CNG	Compressed Natural Gas
DAC	Disadvantaged Communities
FCEB	Fuel Cell Electric Bus
ICT	Innovative Clean Transit
kW	Kilowatt
LADWP	Los Angeles Department of Water and Power
MW	Megawatts
OEM	Original Equipment Manufacturer
RFP	Request for Proposal
SBE	Standard Bus Equivalent
SCE	Southern California Edison
SP	Strategic Plan
ZE	Zero-Emission
ZEB	Zero-Emissions Bus(es)

E.1 ROLLOUT PLAN SUMMARY

Agency Background	
Transit Agency's Name	Los Angeles County Metropolitan Transportation Authority (Metro)
Mailing Address	One Gateway Plaza Los Angeles, California 90012-2952
Transit Agency's Air District	South Coast Air Quality Management District
Transit Agency's Air Basin	South Coast Air Basin
Total number of buses in Annual Maximum Service ¹	1,890 ²
Urbanized Area	Los Angeles – Long Beach – Anaheim, CA
Population of Urbanized Area ³	12,150,996
Contact information of general manager, chief operating officer, or equivalent	James T. Gallagher Chief Operations Officer 213.418.3108 gallagherj@metro.net
Rollout Plan Content	
Is your transit agency part of a Joint Group ⁴	No
Is your transit agency submitting a separate Rollout Plan specific to your agency, or will one Rollout Plan be submitted for all participating members of the Joint Group?	N/A
Please provide a complete list of the transit agencies that are members of the Joint Group (optional)	N/A
Contact information of general manager, chief operating officer, or equivalent staff member for each participating transit agency member	N/A
Does Rollout Plan have a goal of full transition to ZE technology by 2040 that avoids early retirement of conventional transit buses?	Yes
Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal	Staff is evaluating the pandemic's impact to service, ridership, and available funding. However, sufficient time appears to be available to preclude the need for early retirement of buses.

¹ The ICT regulation defines "Annual Maximum Service" (13 CCR § 2023(b)(3)) as the number of buses in revenue service that are operated during the peak season of the year, on the week and day that maximum service is provided but excludes demand response buses.

² This is based on December 2018 (directly operated and contracted) service levels.

³ As last published by the Census Bureau before December 31, 2017

⁴ The ICT regulation defines a Joint Zero-Emission Bus Group or Joint Group (13 CCR § 2023.2) as two or more transit agencies that choose to form a group to comply collectively with the zero-emission bus requirements of section 2023.1 of the ICT regulation.

Rollout Plan Development and Approval

Rollout Plan's approval date	03/25/21
Resolution No.	2020-0636
Is copy of Board-approved resolution attached to the Rollout Plan?	Yes (Appendix A)
Contact for Rollout Plan follow-up questions	Marc Manning Senior Director, Vehicle Engineering & Acquisition 213.392.6896 Manningm@metro.net
Who created the Rollout Plan?	Consultant
Consultant	ZEBGO Partners

E.2 EXECUTIVE SUMMARY

In accordance with the California Air Resource Board's (CARB) Innovative Clean Transit (ICT) regulation, the following report serves as Los Angeles County Metropolitan Transportation Authority's (Metro) Rollout Plan to transition its bus fleet to 100 percent zero-emission (ZE) by 2040.

E.2.1 CARB's Innovative Clean Transit Regulation

CARB's ICT regulation requires all public transit agencies in the State of California to transition from conventional buses (compressed natural gas, diesel, etc.) to ZE buses (battery-electric or fuel cell electric) by 2040. The regulation requires a progressive increase of an agency's new bus purchases to be zero-emission buses (ZEBs) based on fleet size. By 2040, CARB requires all transit agencies in the state to be operating only ZEBs.

To ensure that each agency has a strategy to comply with the 2040 requirement, the ICT regulation requires each agency, or a coalition of agencies, to submit a ZEB Rollout Plan before purchase requirements take effect. The Rollout Plan is considered a living document and is meant to guide the implementation of ZEB fleets and help transit agencies work through many of the potential challenges and explore solutions. Each Rollout Plan must include a number of required components (as outlined in the Rollout Plan Guidelines) and must be approved by the transit agency's governing body through the adoption of a resolution, prior to submission to CARB.

Metro must comply with the following requirements under the ICT regulation:

- July 1, 2020 – Board-approved Rollout Plan must be submitted to CARB⁵
- January 1, 2023 – 25 percent of all new bus purchases must be ZE
- January 1, 2026 – 50 percent of all new bus purchases must be ZE
- January 1, 2029 – 100 percent of all new bus purchases must be ZE
- January 1, 2040 – 100 percent of fleet must be ZE
- March 2021 – March 2050 – Annual compliance report due to CARB

E.2.2 Zero-Emission Bus Technologies

According to the ICT regulation, a ZEB is a bus with zero tailpipe emissions and is either a battery-electric bus (BEB) or a fuel cell electric bus (FCEB).

BEBs depend on a system to store and retrieve energy much as cars and trucks need fuel. BEBs have multiple battery packs that power an electric motor, resulting in ZE. Similar to many other battery-powered products, BEBs must be charged for a period of time to be operational. Currently, BEBs can be charged at the facility or in-service (on-route charging) via a number of connectors and dispensers.

A FCEB uses hydrogen and oxygen to produce electricity through an electrochemical reaction to power the propulsion system and auxiliary equipment. This ZE process has only water vapor as a byproduct. FCEBs can replace diesel or compressed natural gas (CNG) fuel buses without significant changes to operations and service and functions as a resilient backup alternative in case of natural disaster. The

⁵ Due to the impacts of COVID-19, CARB provided an extension to all large transit agencies in California, upon request. Metro requested and was granted an extension to submit the Rollout Plan by December 31, 2020. In October 2020, Metro requested and was granted another extension to accurately capture the results of the recently released NextGen Plan and other service- and market-related updates. Metro now will submit its Board-approved Rollout Plan to CARB by March 2021.

fuel cell is generally used in conjunction with a battery, which supplements the fuel cell's power during peak loads and stores electricity that is recaptured through regenerative braking, allowing for better fuel economy.

Metro's past and ongoing ZEB analysis has found that BEB adoption is the ZEB technology that best aligns with Metro's 2030 ZEB goals. This is in a large part due to the market of BEBs in terms of technological advancement, costs, and availability. While FCEBs are promising and have many potential benefits (as compared to both CNG and BEB), unpredictability in operation costs and a limited supply chain makes it an unviable option at this time, especially considering Metro's aggressive ZEB goals. However, Metro will continue to monitor FCEB advancements and consider the technology in future applications.

E.2.3 Metro's Zero-Emission Bus Efforts

Metro is already embracing the prospects of a ZE future and is taking multiple steps to not only meet the requirements of CARB's ICT regulation, but to also provide a cleaner and more sustainable future for the communities that it serves. These efforts include:

- **Metro's Strategic Plan to ZEB Transition.** In 2017, the Metro Board endorsed staff's Strategic Plan for the transition to ZEBs. The first phase is to convert the Orange Line to ZEBs by 2020 and the Silver Line as soon as feasible, thereafter. The second phase involves the creation of a ZE Master Plan that would evaluate the entire Metro bus system and map out the best strategy and anticipated cost to convert to ZE operation.
- **BEB and Infrastructure Investments.** Shortly after the Board's endorsement of the 2017 Strategic Plan, Metro awarded three ZEB contracts for the electrification of the Orange and Silver Lines; two with BYD for five 60-foot ZEBs intended for the Orange Line and 60 40-foot ZEBs for the Silver Line, and one with New Flyer for 40 60-foot ZEBs for the Orange Line. To support these BEBs, Metro is in the process of installing 10 plug-in chargers at Division 8 and eight on-route chargers to support the Orange Line's transition. In September 2019, Metro's Board approved exercising the options of 40 additional BYD 40-foot ZEBs. With this exercise, Metro has plans to deploy 145 BEBs.
- **ZEB Program Master Plan.** In July 2018, Metro awarded "ZEBGO", a joint venture of multiple industry experts to produce a Master Plan and action-ready RFPs to transition to all ZEBs by 2030 – an ambitious plan that will guide Metro in adopting all ZEBs - 10 years before the ICT regulation requires.
- **NextGen Study.** While not directly tied to ZEB efforts, Metro is currently restructuring existing service to better meet the needs of current and future riders. The NextGen Bus Study will evaluate a number of alternatives and strategies to improve service, which may include more frequent service and shorter headways. This study is ongoing and is being coordinated with Metro's ZEB Master Plan efforts.

E.2.4 Metro's Path to an All-Zero-Emission Fleet

The Rollout Plan identifies a strategy for Metro to procure and operate an all-ZEB fleet by 2030 – ten years before the ICT regulation requires. In accordance with the Rollout Plan Guidance, this document provides an overview of a number of key components to Metro's ZEB transition, including fleet acquisitions, schedule, training, and funding considerations. As previously mentioned, Metro is currently studying and has a goal of transitioning to all ZEBs by 2030. Therefore, there are no anticipated issues with meeting the ICT regulation's 2040 requirement.

Due to the rapidly evolving nature of ZEB technologies, it is possible that the findings and recommended approaches in this report will be outdated when it is time for implementation. The information in this Rollout Plan is informed and based on December 2018 service levels. This information is used because it represents the fleet under typical operating conditions. Since then, there have been a number of special projects, including bus bridges, that may skew the fleet size and division requirements.

It should also be noted that COVID-19 has caused unprecedented losses in Metro's revenue through both the loss of fares from diminished ridership and loss of sales tax revenue from a reduction in Los Angeles consumer spending. For these reasons, Metro has reduced service and operations and is still evaluating the long-term ramifications on the system and the agency's capital projects and goals. Metro will proceed with planning and will adjust as the results from COVID-19 impacts stabilize and trends are more predictable.

The following subsections provide a brief summary of the Rollout Plan.

E.2.4.1 Baseline Conditions

As of December 2018, Metro currently operates a fleet approximately 2,230 buses out of 11 divisions. Another 165 buses are leased to contractors to operate Metro routes. Table E.2-1 summarizes each division and its respective fleet.

Table E.2-1. Summary of Existing Divisions and Baseline Fleet

Div.	Address	Operator	Fuel Type	Main Functions	32' Buses	40' Buses	45' Buses	60' Buses	Total Buses	Total Buses (SBE #)
1	1130 E. 6 th St, Los Angeles	Metro	CNG	O&M	-	132	35	22	189	207
2	720 E. 15 th St, Los Angeles	Metro	CNG	O&M	-	172	-	-	172	172
3	630 W. Ave 28, Los Angeles	Metro	CNG	O&M	-	86	91	-	177	196
5	5425 Van Ness Ave, Los Angeles	Metro	CNG	O&M	-	134	7	52	193	221
7	8800 Santa Monica Bl. W.Hollywood	Metro	CNG	O&M	-	148	80	5	233	252
8	9201 Canoga Ave, Los Angeles	Metro	CNG	O&M	-	61	107	34	202	241
9	3449 Santa Anita Ave, El Monte	Metro	CNG	O&M	-	161	62	-	223	236
10	742 N. Mission Rd, Los Angeles	Metro	CNG	O&M	-	69	13	69	151	189
13	920 N. Vignes St, Los Angeles	Metro	CNG	O&M	-	56	14	93	163	213
15	11900 Branford St, Los Angeles	Metro	CNG	O&M	-	82	109	50	241	288
18	459 W. Griffith St, Gardena	Metro	CNG	O&M	-	74	116	62	252	307
278	Stored at D10 or CMF	Metro	CNG	Training	-	31	1	-	32	33
<i>Directly Operated Subtotal</i>									2,228	2,555
95	14913 E. Ramona Bl Baldwin Park	Transdev	CNG	O&M	16	18	-	-	34	31
97	21222 S. Wilmington Ave, Carson	MV Transit	Diesel/CNG	O&M	5	70	-	-	75	74
98	1611 Naud St, Los Angeles	Southland	CNG	O&M	29	27	-	-	56	50
<i>Contracted Subtotal</i>									165	155
Fleet Total									2,393	2,710

Source: ZEBGO, 2018

Note: Division 10 has been repurposed. It will not be used for revenue service except for the temporary relocation of buses during ZEB retrofits. Also, the diesel buses at Division 97 have subsequently been replaced with CNG buses.

E.2.4.2 Proposed Zero-Emission Implementation Strategy

To achieve ZEB goals, Metro will adopt an inverted pantograph solution at both divisions and strategic layover locations (on-route charging). This technology (Figure E.2-1 and Figure E.2-2) will maximize space and safety of personnel due to the reduced interaction between staff and electrified equipment. These pantographs will be connected to chargers that vary in power. At this time, division-based chargers are expected to provide 150 kilowatts (kW) of power in a “one to many” orientation (i.e., one charger energizes more than one dispenser), and on-route chargers will provide power in excess of 300 kW.

Figure E.2-1. North Hollywood Station On-Route Charger



Source: Los Angeles County Metropolitan Transportation Authority, July 2020

Figure E.2-2. General Layout of Division Charging Infrastructure



Source: ZEBGO, December 2019

E.2.4.3 Phasing and Construction

To maintain Metro’s transition schedule, the availability of buses, construction schedule adherence, and utility enhancements will all have to be aligned.

Metro’s transition will be accomplished in multiple on-site construction stages across three phases (periods). These “stages” are segments of the division that will be temporarily shut down to install the necessary BEB-supporting infrastructure. The buses that would normally occupy the staging space will be temporarily relocated on-site or to a neighboring division or facility. This approach will ensure that construction and normal operations can proceed concurrently. This construction method avoids the complete shutdown of the division undergoing improvements, which reduces the risks of service impacts. The number of stages and number of buses that need to be temporarily relocated during each stage vary based on a division’s layout, existing fleet, and additional capacity.

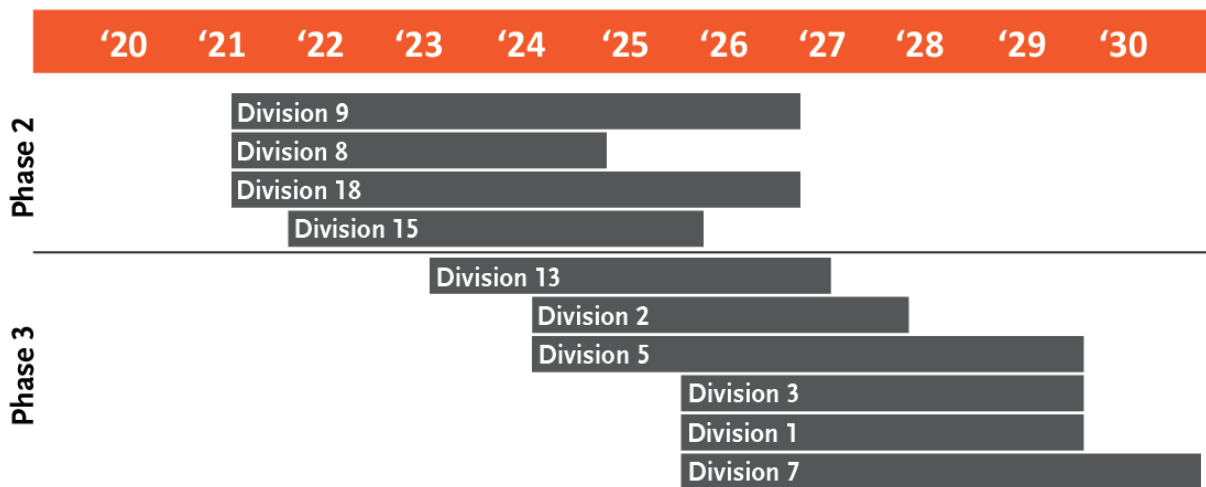
“Phases” are essentially classifications of when and how these divisions are grouped. Phase 1 of the transition is currently underway with the electrification of the Orange and Silver Lines. The remaining two phases are grouped based on a division’s space availability and dependency on other divisions for temporary bus relocation. Phase 2 generally consists of “independent” divisions, divisions that have

available space to relocate its buses on-site during staged construction or are in close proximity to a division that does, and Phase 3, consists of “dependent” divisions, divisions that are dependent on other divisions for temporary bus storage or service.

As technology advances, Metro will make adjustments to maximize utility and cost feasibility. This will have direct impacts on the implementation schedule.

Figure E.2-3 presents the preliminary transition schedule. These activities include supplying additional power to the division, which includes utility applications, design, and construction, and the procurement, design, and construction of on-site charging equipment.

Figure E.2-3. LA Metro's Preliminary Transition Schedule



Source: ZEBGO, January 2021

Note: Division 10 will not be retrofitted to accommodate ZEBs. Division 10 will primarily be used for temporary storage and bus relocations during the transition.

E.2.4.4 Start-Up and Scale-Up Issues

To meet ICT deadlines, there are several challenges and opportunities that Metro has identified. The following briefly described some of the challenges that Metro faces for its transition:

- **Technological adaptation.** Currently, Metro is modeling and planning for a transition based on the baseline service and existing ZEB technology. With 2030 and 2040 deadlines looming, it is difficult to anticipate future technological enhancements and changes, such as improved batteries and chargers. Slight changes in these technologies could improve bus ranges, in turn, reducing costs. Metro will monitor these changes as it would be counterproductive to invest in technologies that will soon be outdated.
- **Costs.** Adoption of ZEBs has many benefits, including potential lifecycle cost savings. However, the investment required for capital and change management will be very expensive. Metro will have to be creative with funding mechanisms and sources to ensure that the transition to ZEB will not be detrimental to its operations and service.
- **Market Production Factors.** The ICT regulation will put a lot of pressure on OEMs to produce ZEBs at unprecedented rates. However, it is not only California that is interested in converting to ZEBs.

Legislative changes, such as the ICT regulation, will make it challenging to meet ZEB goals for agencies if the supply of buses cannot meet the demand.

- **Phasing and Transition.** Maintaining service and adhering to ICT regulation purchase requirements, all while managing on-site construction, facility rebuilds, temporary bus relocations, bus procurements, and utility enhancements introduces a lot of risk to the Metro’s program. If one element of this transition doesn’t go as planned, there will be implications for other components of the program.
- **Utility Upgrades.** Metro’s divisions are currently under the jurisdiction of two utilities and its potential on-route charging locations are under nine. These utilities have different rate structures and protocols to apply for and receive additional power. How each utility is regulated, whether municipal or private, also dictates procedural requirements. These nuances will make it challenging to plan for due to the variances in schedule and procedure.
- **Managing Power Demand.** The transition to BEBs will require strategies to ensure that Metro can utilize power in the most cost-efficient way. Metro is currently doing this via utility negotiations and demand modeling to determine methods to reduce peak demand.
- **Uncertainty due to COVID-19.** COVID-19 has impacted all facets of the global economy, transit is not an exclusion. During the pandemic, ridership and revenues have plummeted and caused major shortfalls in Metro’s budget which has impacted capital programs and operations. At this time, it is unclear what short- and long-term impacts will be for service. There is a possibility that service ridership levels may not return to previous levels resulting in changes to procurement and funding. Metro will continue to analyze trends to determine changes and plans.

E.2.4.5 Next Steps

The process to transition to ZEBs should and will be iterative to minimize risk, but also to accommodate new developments in a rapidly evolving market. Metro will use the information outlined in the Master Plan to identify and further refine the following:

- **Solutions to complete service if technology does not advance as forecasted.** Approximately 31 percent of Metro’s baseline bus blocks travel further than 150 miles per day – a range that exceeds current batteries’ capabilities. In order to meet 100% service completion, Metro will have to consider other solutions, including investing in additional on-route charging, filing for exemptions under the ICT regulation, purchasing additional buses, or restructuring service to suit technological limitation.
- **Costs refinement.** Construction, capital, operating, and maintenance costs vary based on a number of factors. It will be important to get an understanding of the up-front and lifecycle costs and savings of investing in ZEBs. Staff continues to develop cost estimates and Metro will need to revisit these estimates to determine if pricing has changed and make adjustments to procurements, as needed.
- **Explore collaboration opportunities.** Metro can continue to maximize outcomes by engaging with other regional and local agencies. Best practices, lessons learned, and cost-sharing among agencies will provide net benefits for Metro and partner agencies.
- **Continue to engage utilities.** Whether adopting BEBs or FCEBs, there is a good chance that the amount of power at the division is either insufficient or needs to be adapted to these new technologies. While procuring buses and installing chargers may be relatively straightforward, the process and protocols associated with electrical enhancements on the utility side can be complex. Therefore, it is essential that Metro continues to coordinate with electric utility providers to ensure critical deadlines are met.

1 INTRODUCTION

In accordance with the California Air Resource Board’s Innovative Clean Transit regulation, the following report serves as Los Angeles County Metropolitan Transportation Authority’s (Metro) Rollout Plan to transition its bus fleet to 100 percent zero-emission (ZE) by 2040.

1.1 Innovative Clean Transit Regulation

The California Air Resource Board’s (CARB) Innovative Clean Transit (ICT) regulation became effective October 1, 2019 and requires all public transit agencies in the state to transition from conventional buses (compressed natural gas (CNG), diesel, etc.) to ZE buses (battery-electric or fuel cell electric) by 2040. The regulation requires a progressive increase of an agency’s new bus purchases to be zero-emission buses (ZEBs) based on its fleet size. By 2040, CARB expects all transit agencies in the state to be operating only ZEBs.

To ensure that each agency has a strategy to comply with the 2040 requirement, the ICT regulation requires each agency, or a coalition of agencies (“Joint Group”), to submit a ZEB Rollout Plan (“Rollout Plan”) before purchase requirements take effect. The Rollout Plan is considered a living document and is meant to guide the implementation of ZEB fleets and help transit agencies work through many of the potential challenges and explore solutions. Each Rollout Plan must include a number of required components (as outlined in the Rollout Plan Guidelines) and must be approved by the transit agency’s governing body through the adoption of a resolution, prior to submission to CARB.

According to the ICT regulation, each agency’s requirements are based on its classification as either a “Large Transit Agency” or a “Small Transit Agency”. The ICT defines a Large Transit Agency as an agency that operates in the South Coast or the San Joaquin Valley Air Basin and operates more than 65 buses in annual maximum service or it operates outside of these areas, but in an urbanized area with a population of at least 200,000 and has at least 100 buses in annual maximum service. A Small Transit Agency is an agency that doesn’t meet the above criteria.

As a “Large Transit Agency” Metro must comply with the following requirements under the ICT regulation:

- July 1, 2020 – Board-approved Rollout Plan must be submitted to CARB⁶
- January 1, 2023 – 25 percent of all new bus purchases must be ZE
- January 1, 2026 – 50 percent of all new bus purchases must be ZE
- January 1, 2029 – 100 percent of all new bus purchases must be ZE
- January 1, 2040 – 100 percent of fleet must be ZE
- March 2021 – March 2050 – Annual compliance report due to CARB

⁶ Due to the impacts of COVID-19, CARB provided an extension to all large transit agencies in California, upon request. Metro requested and was granted an extension to submit the Rollout Plan by December 31, 2020. In October 2020, Metro requested and was granted another extension to accurately capture the results of the recently released NextGen Plan and other service- and market-related updates. Metro now will submit its Board-approved Rollout Plan to CARB by March 2021.

1.2 Metro's Background

Metro serves as transportation planner, coordinator, designer, builder, and operator for one of the country's largest, most populous counties. More than 9.6 million people – nearly one-third of California's residents – live, work, and play within Metro's 1,433-square-mile service area.

As of December 2018, Metro directly and indirectly operates approximately 2,400 buses on 165 routes. In that same time period, directly operated Metro lines served approximately 17.3 million riders, per day.

1.3 Metro's Existing ZEB Plans, Procurements, and Projects

As early as 1993, Metro has adopted policies that commit the agency to using alternative energy buses. Pursuant to this vision, Metro successfully transitioned the second largest bus fleet in North America from all-diesel to CNG in 2011 and has continued to commit to innovative technologies and strategies to further reduce its carbon footprint. The conversion to ZEBs is the next step in Metro's future and it has the opportunity to further improve the air quality for Los Angeles residents and visitors in the future.

The transition to a ZEB fleet has been a goal of Metro even before the ICT regulation was adopted. In July 2017, the Metro Board endorsed staff's Strategic Plan for the transition to ZEBs. The first phase in the Strategic Plan is to convert the Metro Orange Line to ZEBs by 2020 and the Metro Silver Line as soon as feasible, thereafter. The second phase involves the creation of a ZE Master Plan that would evaluate the entire Metro bus system and map out the best strategy and anticipated cost to convert to an all-ZE operation.

Shortly after the Board's endorsement of the 2017 Strategic Plan, Metro awarded three ZEB contracts for the electrification of the Orange and Silver bus rapid transit (BRT) lines; two with *BYD* for five 60-foot ZEBs intended for the Orange Line, 60 40-foot ZEBs intended for the Silver Line; and one with *New Flyer* for 40 60-foot ZEBs intended for the Orange Line.

In September 2019, Metro's Board approved exercising the options of 40 additional *BYD* 40-foot ZEBs. With this exercise, Metro has plans to deploy 145 ZEBs.

1.3.1 ZEB Program Master Plan

In July 2018, Metro awarded "ZEBGO" a joint venture of multiple industry experts to produce a Master Plan and action-ready RFPs to transition to all ZEBs by 2030. As part of this plan, ZEBGO is responsible for providing the following services:

- Industry Outreach
- Inventory of Metro Operations
- Assessment of Best Industry Practices
- Evaluation of Compliance with Existing Standards and Codes
- Support Negotiation of Rate Structures with Utilities
- Analyses/System Modeling and Phasing Options
- Development of Technical Specifications for ZEBs and Facilities
- Development of Action-Ready Request for Proposals (RFPs)

ZEBGO's efforts are still ongoing and many of its findings inform the Rollout Plan. The Master Plan's work is iterative and will continue beyond the Rollout Plan submission deadlines. Therefore, some of the information outlined in this report may be superseded based on technological advancements and new information and data.

1.3.2 NextGen Bus Study

In 2018, Metro also began the process of restructuring existing service to better meet the needs of current and future riders. The NextGen Bus Study will evaluate a number of alternatives and strategies to improve service, which may include more frequent service and shorter headways. This project is in now in the implementation phases, and its bus assignments and service blocks will be coordinated with Metro's ZEB Master Plan efforts.

1.4 Rollout Plan Approach

The Rollout Plan identifies a strategy for Metro to procure and operate an all-ZEB fleet by 2030 – 10 years before the ICT regulation requires. In accordance with the Rollout Plan Guidance, this document provides an overview of a number of key components to Metro's ZEB transition, including fleet acquisitions, schedule, training, and funding considerations. As previously mentioned, Metro is currently studying and has a goal of transitioning to all ZEBs by 2030. Therefore, there are no significant concerns with meeting the ICT regulation's 2040 requirement. Due to the rapidly evolving nature of ZEB technologies, it is possible that the findings and recommended approaches in this report will be outdated when it is time for implementation. For that reason, Metro continues to evaluate technologies and strategies beyond 2030, when a fully operational ZEB fleet is anticipated. Those areas of current study will be indicated, where applicable.

The information in this Rollout Plan is informed and based on December 2018 operations. This information is used because it represents the fleet under typical operations. Since then, there have been a number of special projects, including bus bridges, that may skew the fleet size and division requirements. The Master Plan, however, will make use of the most recent information available in anticipation of the release of the NextGen Bus Study, which will provide the foundation for the final version of Metro's Master Plan.

It should also be noted that COVID-19 has caused unprecedented losses in Metro's revenue through both the loss of ridership and a reduction in sales tax revenue. For these reasons, Metro has reduced service and operations and is still evaluating and forecasting the long-term ramifications on the system and the agency's capital projects and goals. That said, how COVID-19 impacts Metro's electrification goals is still unclear, however, Metro will continue to proceed with planning and adjust as needed once COVID-19 is stabilized and trends are more predictable.

1.5 Rollout Plan Structure

In accordance with CARB's Rollout Plan Guidance, Metro's Rollout Plan includes all required elements. The required elements and corresponding sections are detailed below:

- Transit Agency Information (Section 1: Rollout Plan Summary)
- Rollout Plan General Information (Section 1: Rollout Plan Summary)
- Technology Portfolio (Section 4.2: Technology Portfolio)
- Current Bus Fleet Composition and Future Bus Purchases (Section 4: Fleet Acquisitions)
- Facilities and Infrastructure Modifications (Section 5: Facilities and Infrastructure Modifications)

-
- Providing Service in Disadvantaged Communities (Section 6: Disadvantaged Communities)
 - Workforce Training (Section 7: Workforce Training)
 - Potential Funding Sources (Section 8: Costs and Funding Opportunities)
 - Start-up and Scale-up Challenges (Section 9: Start-up and Scale-up Challenges)

2 FLEET AND ACQUISITIONS

The following section provides an overview of Metro’s baseline conditions, planned purchases, and description of how Metro will meet the requirements of the ICT regulation.

2.1 Baseline Bus Fleet

As of December 2018, Metro directly operates 2,228 buses (2,555 standard bus equivalents [SBEs]).⁷ An additional 165 SBEs are indirectly operated through contracted services. Metro, as the owner of these buses, will work with contractors to ensure that these buses are replaced and that the owners of the facilities establish plans and support infrastructure pursuant to the ICT regulation. Metro’s fleet consists of a mixture of 40-foot, 45-foot, and 60-foot CNG buses.⁸ Table 2-1 and Table 2-2 presents a summary of Metro’s directly operated bus fleet and contracted bus fleet, respectfully.

Table 2-1. Summary of Directly Operated Bus Fleet (Baseline Conditions)

Manufacturer	Series	Fuel Type	Length	In-Service Year	Bus Type	No. of Buses	No. of Buses (SBE)
New Flyer	3850-4199	CNG	40'	2015	Standard	143	143
				2016		188	188
	5300-5522	CNG	40'	2001	Standard	183	183
	5600-6149	CNG	40'	2014	Standard	306	306
				2015		202	202
NABI	7000-7214	CNG	40'	2000	Standard	5	5
	7300-7514	CNG	40'	2001	Standard	24	24
	7525-7599	CNG	40'	2005	Standard	70	70
	7600-7949	CNG	40'	2002	Standard	85	85
	8000-8099	CNG	45'	2004	Standard	39	47
				2005		48	58
				2006		11	14
	8100-8359	CNG	45'	2009	Standard	130	156
				2010		129	155
	8360-8400	CNG	45'	2009	Standard	41	50
	8401-8491	CNG	45'	2010	Standard	29	35
				2011		53	64
2012				6		8	
8500-8649	CNG	45'	2012	Standard	33	40	

⁷ SBEs were determined by applying a 1:1 ratio for 40-foot buses, 1:1.2 ratio for 45-foot buses, and 1:1.5 ratio for 60-foot buses, all values were rounded up to the next whole number.

⁸ One 65-foot bus operates from Division 8

Manufacturer	Series	Fuel Type	Length	In-Service Year	Bus Type	No. of Buses	No. of Buses (SBE)
				2013		116	140
	9200-9399	CNG	60'	2005	Articulated	84	126
				2006		112	168
	9400-9494	CNG	60'	2006	Articulated	40	60
				2007		55	83
	9495-9495	CNG	65'	2007	Articulated	1	2
	9500-9594	CNG	60	2007	Articulated	78	117
				2008		17	26
Total Buses						2,228	2,555

Source: Los Angeles County Metropolitan Transportation Authority, December 2018

Table 2-2. Summary of Contracted Bus Fleet (Baseline Conditions)

Manufacturer	Series	Fuel Type	Length	In-Service Year	Bus Type	No. of Buses	No. of Buses (SBE)
New Flyer	3850-4199	CNG	40'	2015	Standard	3	3
				2016		16	16
	5300-5522	CNG	40'	2001	Standard	10	10
	5600-6149	CNG	40'	2014	Standard	38	38
Orion	11001-11067	Diesel*	40'	2001	Standard	35	35
NABI	7600-7949	CNG	40'	2002	Standard	13	13
	3100-3149	CNG	32'	2010	Standard	50	40
Total Buses						165	155

Source: Los Angeles County Metropolitan Transportation Authority, December 2018

*The diesel buses at have subsequently been replaced with CNG buses.

2.2 Technology Portfolio

Metro's past and ongoing analysis has found that BEBs are the most suitable technology to meet ZEB goals. This is in a large part due to the market of BEBs in terms of technological advancement, costs, and availability. While FCEBs are promising and have many potential benefits as compared to both CNG and BEB, unpredictability in operation costs and a limited supply chain makes it an unviable option at this time, especially considering Metro's aggressive ZEB goals. However, Metro will remain open for potential future FCEB integration into its fleet.

2.3 Existing ZEB Procurements and Projects

Metro has taken and is taking several steps to ensure that it is in the best position to meet the Board’s 2030 ZEB goal. As mentioned, Metro’s Board envisions the fleet transition in two phases. Phase 1 will focus on the conversion of the Orange and Silver BRT Lines to ZEB by 2020 and 2021, respectively, and Phase 2 will convert the rest of the fleet.

To date, Metro has approved the procurement of 145 BEBs. Table 2-3 presents Metro’s existing BEB procurements and Table 2-4 details Metro’s existing chargers both installed and under construction.

To support these buses, multiple enhancements have been initiated or completed at divisions and stops that serve these lines. For instance, at Division 8, which serves the Orange Line, Metro has coordinated with the utility, the Los Angeles Department of Water and Power (LADWP), to add additional electrical capacity, and ABB, a charger manufacturer, to construct 10 150-kW plug-in chargers to support overnight and midday charging. There is also ongoing construction for on-route chargers at three locations along the Orange Line’s route. These on-route chargers range from 450-kW to 600-kW are based on the Society of Automotive Engineers (SAE) pantograph charging standard, J3105-1. The Orange Line is anticipated to be fully electrified by the end of 2020.

The Silver Line and the divisions and stations that serve it - Division 9, Division 18, and El Monte and Harbor Gateway Transit Centers - are all currently being analyzed and designed to determine the most suitable chargers. The Silver Line is anticipated to be electrified by 2021.

Table 2-3. Existing BEB Procurements

OEM	Model	Battery (kWh)	Length (ft.)	Route	No. of Buses	No. of Buses (SBE)
New Flyer	XE60	320	60	Orange	40	60
BYD	K11	610	60	Orange	5	8
BYD	K9	348	40	Silver	60	60
BYD	K9	348	40	TBD	40	60
Total					145	168

Source: Los Angeles County Metropolitan Transportation Authority, December 2019

Table 2-4. Existing ZEB Chargers

Location	Quantity	OEM	Power (kW)	Type	Status
Division 1	5	BYD	100	Plug-In	Installed
Division 8	10	ABB	150	Plug-In	2 Installed 8 in Procurement
Canoga Station	2	Siemens	450-600	Pantograph	Commissioning
North Hollywood Station	4	Siemens	450	Pantograph	In Operation
Chatsworth Station	2	Siemens	450-600	Pantograph	Under Construction

Source: Los Angeles County Metropolitan Transportation Authority, December 2020

2.4 Procurement Schedule

Based on initial analysis, all new bus purchases will be ZEB starting in 2022 – seven years before the ICT regulation requires. Early retirement should not be an issue pursuant to the ICT regulation based on Metro’s future purchases, however, Metro is still evaluating strategies to avoid early retirement pursuant to its 2030 goals.

As previously indicated, Metro also leases approximately 165 buses to contractors to provide service on Metro routes – Metro does not own or operate the facilities where these buses are stored. That said, Metro will continue to provide buses and coordinate with contractors as facility master plans are developed. At this time the schedule and approach for these facilities’ upgrades are under development.

Table 2-5 summarizes Metro’s anticipated procurements through 2040. In September 2019, the Metro Board granted approval to execute 369 bus options (40 BEB and 329 CNG) to cover Metro’s fleet needs (pre-pandemic) until 2022. This table is built off of the assumption that BEBs/battery capacities will be available to meet Metro’s service block ranges so that a 1:1 replacement ratio is achievable. Years 2023, 2026, and 2029, are highlighted because these indicate when Metro’s new purchases should be 25 percent, 50 percent, and 100 percent ZEB, respectively, in accordance with the ICT regulation.

Table 2-5. Summary of Future Bus Purchases (through 2040)

Year	Total Buses (SBE)	Zero-Emission Buses				Conventional (CNG) Buses			
		No.	Pct.	Bus Type	Fuel Type	No.	Pct.	Bus Type	Fuel Type
2022	-	-	-	-	-	-	-	-	-
2023	4	4	100%	40’/60’	BEB	-	-	-	-
2024	156	156	100%	40’/60’	BEB	-	-	-	-
2025	140	140	100%	40’/60’	BEB	-	-	-	-
2026	259	259	100%	40’/60’	BEB	-	-	-	-
2027	259	259	100%	40’/60’	BEB	-	-	-	-
2028	259	259	100%	40’/60’	BEB	-	-	-	-
2029	259	259	100%	40’/60’	BEB	-	-	-	-
2030	259	259	100%	40’/60’	BEB	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	393	393	100%	40’/60’	BEB	-	-	-	-
2033	364	364	100%	40’/60’	BEB	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	4	4	100%	40’/60’	BEB	-	-	-	-
2036	156	156	100%	40’/60’	BEB	-	-	-	-
2037	140	140	100%	40’/60’	BEB	-	-	-	-
2038	259	259	100%	40’/60’	BEB	-	-	-	-

Year	Total Buses (SBE)	Zero-Emission Buses				Conventional (CNG) Buses			
		No.	Pct.	Bus Type	Fuel Type	No.	Pct.	Bus Type	Fuel Type
2039	259	259	100%	40'/60'	BEB	-	-	-	-
2040	259	259	100%	40'/60'	BEB	-	-	-	-

Source: ZEBGO, 2020

2.4.1 ZEB Range Requirements and Costs

Approximately 31 percent of Metro’s bus blocks travel more than 150 miles per day – a range that exceeds current batteries’ capabilities. To reduce impacts to service, Metro intends to apply a number of strategies to meet service (range) requirements, including the investment in on-route chargers, additional bus purchases, battery/charging management systems, and solar and battery storage. In future ZEB applications, Metro will also consider FCEBs, especially if battery technology doesn’t advance as forecasted.

2.4.2 Conversion of CNG Buses to ZEBs

A full fleet conversion to ZEBs by 2030 will require Metro to increase procurements by 848 buses. To address the increased capital costs associated with advanced procurements, the conversion of approximately 757 buses will be included in the procurement schedule.⁹ Currently, conversions are anticipated to take place during the mid-life overhaul during the years 2027 and 2028, though this may be refined further to evenly distribute purchases across the transition period (Table 2-6).

Table 2-6. Summary of Future Bus Retrofits

Year	Number of Buses (SBE)	Bus/Conversion Type
2027	393	CNG to BEB
2028	364	CNG to BEB

Source: ZEBGO, 2020

⁹ Addressing the 91-bus shortfall is currently being analyzed by Metro and will likely be addressed by additional procurements or retrofits (conversions).

3 FACILITIES AND INFRASTRUCTURE MODIFICATIONS

The following sections detail the planned charging strategies, infrastructure, detailed division improvements, and program schedule.

3.1 Facility Modifications

Metro’s transition to ZE technologies, namely, BEB, will require several modifications and replacements to existing infrastructure and operations. This would include the decommissioning of CNG equipment, enhancements and expansions of electrical equipment, additional electrical capacity, and the installation of BEB gantries, chargers, dispensers, and other components. These changes will not only occur at 10 of Metro’s directly-operated bus divisions – Division 10 will only be used for relocations during the transition - but also at select bus layover locations and transit centers that will function as on-route charging stations.

Figure 3-1 illustrates the location of Metro’s divisions and Table 3-1 summarizes the modifications and schedules planned at 10 of Metro’s bus divisions.

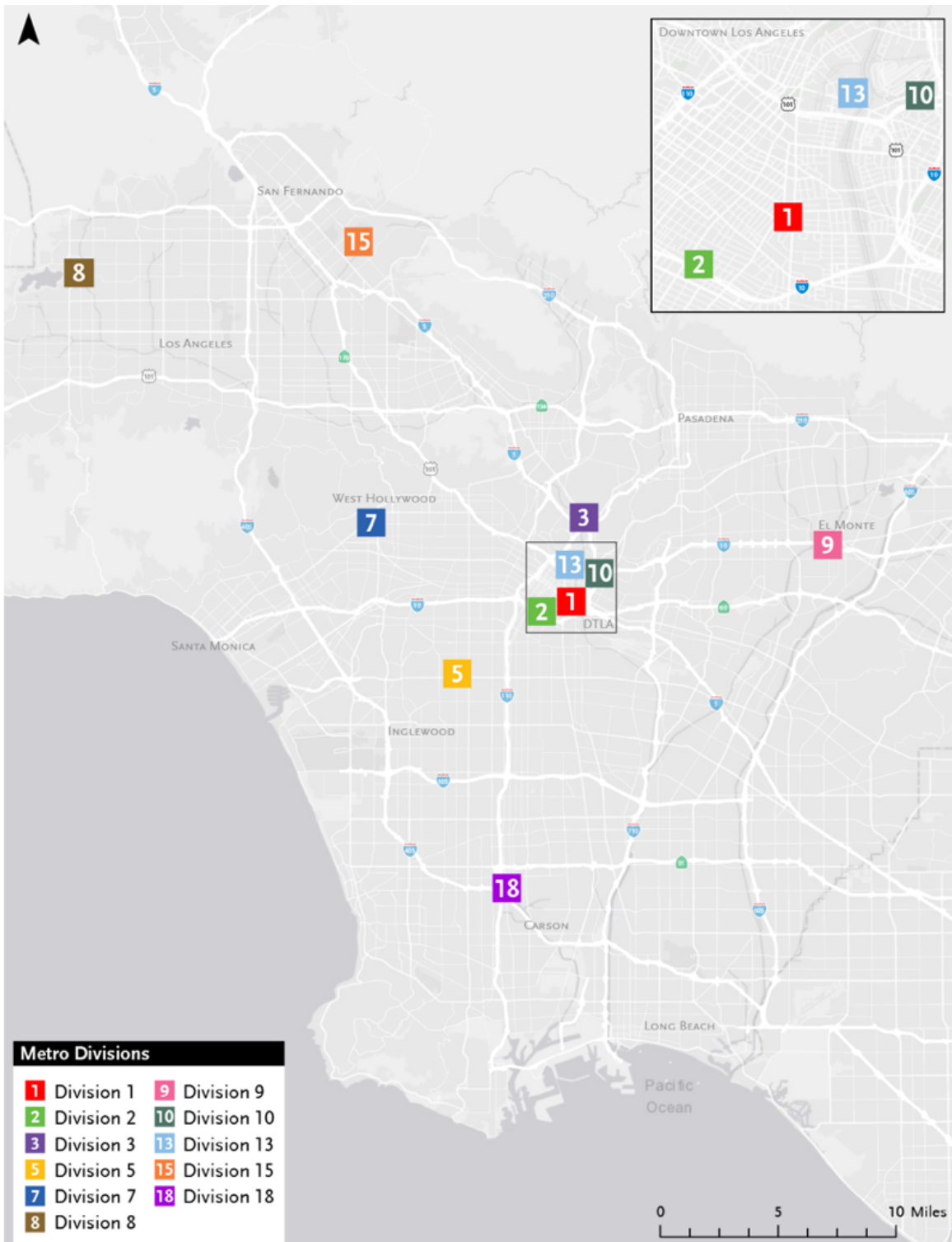
Table 3-1. Summary of Bus Division ZEB Improvements

Div.	Address	Main Functions	Planned ZEB Infrastructure	Service Capacity	Upgrades Req'd?	Estimated Construction Timeline
1	1130 E. 6 th St, Los Angeles, CA	O&M	Inverted pantograph charging	189 buses	Yes	2025-2029
2	720 E. 15 th St, Los Angeles, CA	O&M	Inverted pantograph charging	172 buses	Yes	2024-2027
3	630 W. Ave 28, Los Angeles, CA	O&M	Inverted pantograph charging	177 buses	Yes	2025-2029
5	5425 Van Ness Ave, Los Angeles, CA	O&M	Inverted pantograph charging	193 buses	Yes	2024-2029
7	8800 Santa Monica Bl. West Hollywood, CA	O&M	Inverted pantograph charging	233 buses	Yes	2025-2030
8	9201 Canoga Ave, Los Angeles, CA	O&M	Inverted pantograph charging	202 buses	Yes	2021-2024
9	3449 Santa Anita Ave, El Monte, CA	O&M	Inverted pantograph charging	223 buses	Yes	2021-2026
13	920 N. Vignes St, Los Angeles, CA	O&M	Inverted pantograph charging	163 buses	Yes	2023-2026
15	11900 Branford St, Los Angeles, CA	O&M	Inverted pantograph charging	241 buses	Yes	2021-2025
18	459 W. Griffith St, Gardena, CA	O&M	Inverted pantograph charging	252 buses	Yes	2021-2026

Source: ZEBGO, February 2020

Note: On-route charging will also be utilized to supplement division charging

Figure 3-1. Metro's Divisions



Source: ZEBGO, 2019

3.2 Division Charging Strategies and Infrastructure

All divisions will support DC inverted pantograph charging. In an effort to maximize space and cost savings via reduced demand charges, Metro is currently planning for a “one to many” 150-kW charger to dispenser ratio (one charger to more than one buses) for overnight charging. Metro will also integrate “fast charging lanes” at divisions to provide buses with the opportunity to “top off” during midday pull-ins and/or during servicing before connecting to the overnight “slow” chargers. These “fast charging lanes” will have chargers in excess of the 150-kW chargers. Individual division strategies are still being analyzed and may vary and change based on unique operating and service conditions. As technology develops, Metro will also consider other ratios and charging strategies which may impact the layout of each division.

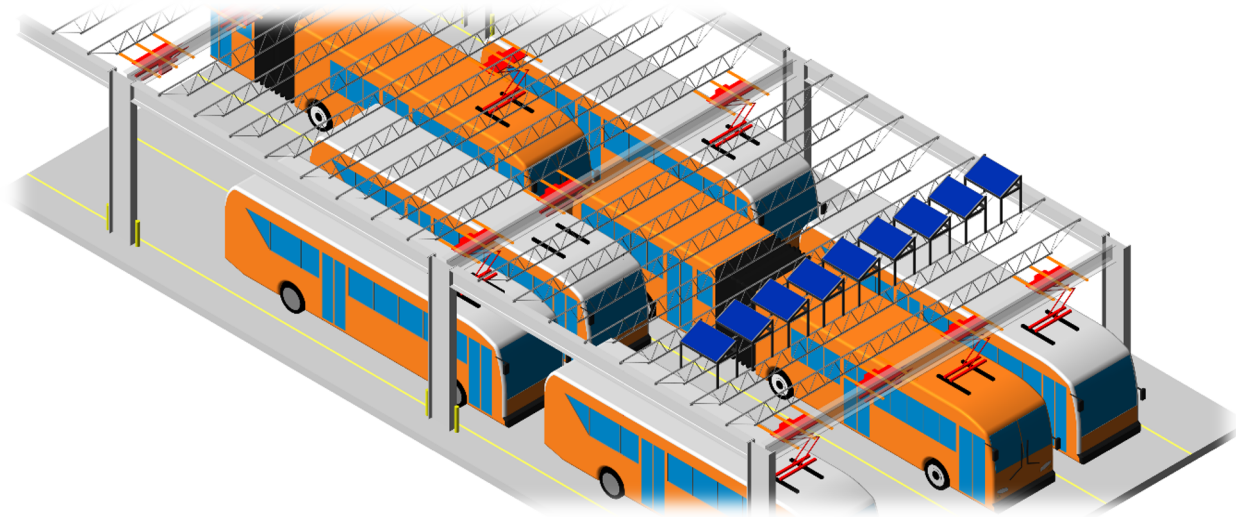
At the divisions, chargers, conduit, and associated pantographs will be supported by an overhead frame that will cover the surface of the bus parking tracks (Figure 3-2). This overhead strategy is due to the general constrained space at most of Metro’s divisions. BEB charging infrastructure includes a number of charging cabinets, switches, switchgears, and transformers that require a considerable amount of space. This general design will be at divisions to maximize space and ensure compatibility with all procured BEBs.

Figure 3-2. General Layout of Division Charging Infrastructure



Source: ZEBGO, December 2019

Figure 3-3. Conceptual Division Pantograph-Charging



Source: ZEBGO, December 2019

3.3 On-Route Charging Strategies and Infrastructure

As mentioned, on-route charging is a consideration for Metro’s ZEB transition. On-route charging will extend bus ranges, reduce peak demand (kW) at divisions, and serve as future-ready strategy as it is likely that charging during the day will eventually be more cost-competitive than charging at night due to an increasing availability of renewable power.

On-route charging facilities will also utilize DC inverted pantograph chargers. All on-route chargers are anticipated to be “high-powered” (in excess of 150-kW) to ensure that buses can receive more energy in a small period of time, typically during layovers. Metro is planning for up to 1.2 megawatts (MW) of power per SAE J-3105.

Figure 3-4. North Hollywood Station On-Route Charger

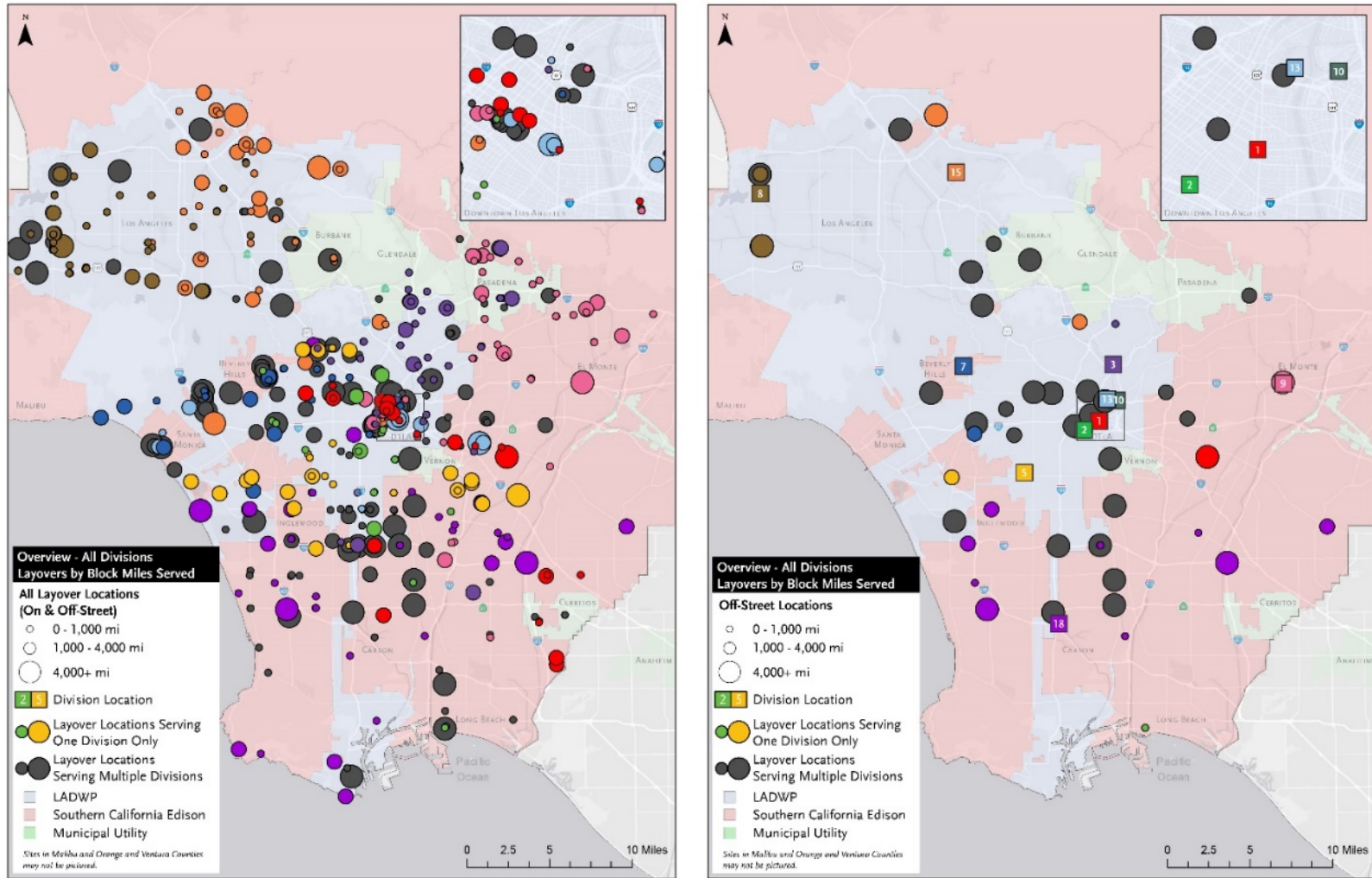


Source: Los Angeles County Metropolitan Transportation Authority, July 2020

On-route charging is most useful at endpoints or layover locations of trips. As of December 2018, Metro has 529 layover locations, of these, approximately 52 are considered ideal and deemed preliminarily feasible as on-route charging areas. These locations were based on the number of vehicles that layover, available space (for charging equipment), and its off-street orientation – for maintenance and safety issues, it was assumed that off-street locations would mitigate safety and vandalism issues with the public. Staff continues to refine modeling and related analysis at these locations to determine which ones will be candidates for implementation. It is assumed that all on-route locations will have 450 kW or greater chargers and will be pantograph-based to support Metro’s fleet. It is likely that some of these will be at transit centers that are shared between other transit agencies. For that reason, Metro

is ensuring that an established charging standard is applied to promote future shared use. Figure 3-5 illustrates Metro's 529 layover and 52 potential on-route charging locations, respectively.

Figure 3-5. Metro's Layover Locations and Potential On-Route Charging Locations



Source: ZEBGO, December 2018

3.4 Phasing and Construction Staging

Adhering to the construction schedule and milestones will be critical because divisions' charging infrastructure construction and utility upgrades must be completed before buses are delivered, otherwise, the buses will not be able to operate. The following sections describes the order in which each division will be constructed (phased), and the work to be done on each division's site (staging).

3.4.1 Construction Phases

The prioritization of divisions' conversions will be based on a number of factors, however, space availability (i.e., divisions with more space can accept more buses on a temporary basis) is the most critical as it directly impacts the schedule and Metro's transition goal. It should be noted that the strategy that Metro plans to employ for facility construction will have minimal or no impact on service.

Staff has segmented the transition schedule into three distinct phases to accomplish both Metro and ICT requirements as presented in Table 3-2.

Table 3-2. Metro Transition and Construction Phases

Phase #	Description	Divisions
1	On-Going Work includes Metro's ongoing construction and ZEB-related work to transition the Orange and Silver Lines.	8, 9, and 18
2	Independent Divisions require few or no bus relocations for ZEB-related construction.	8, 9, 15, and 18
3	Dependent Divisions require the temporary relocation of buses to nearby divisions in order to make room for staged construction.	1, 2, 3, 5, 7, and 13

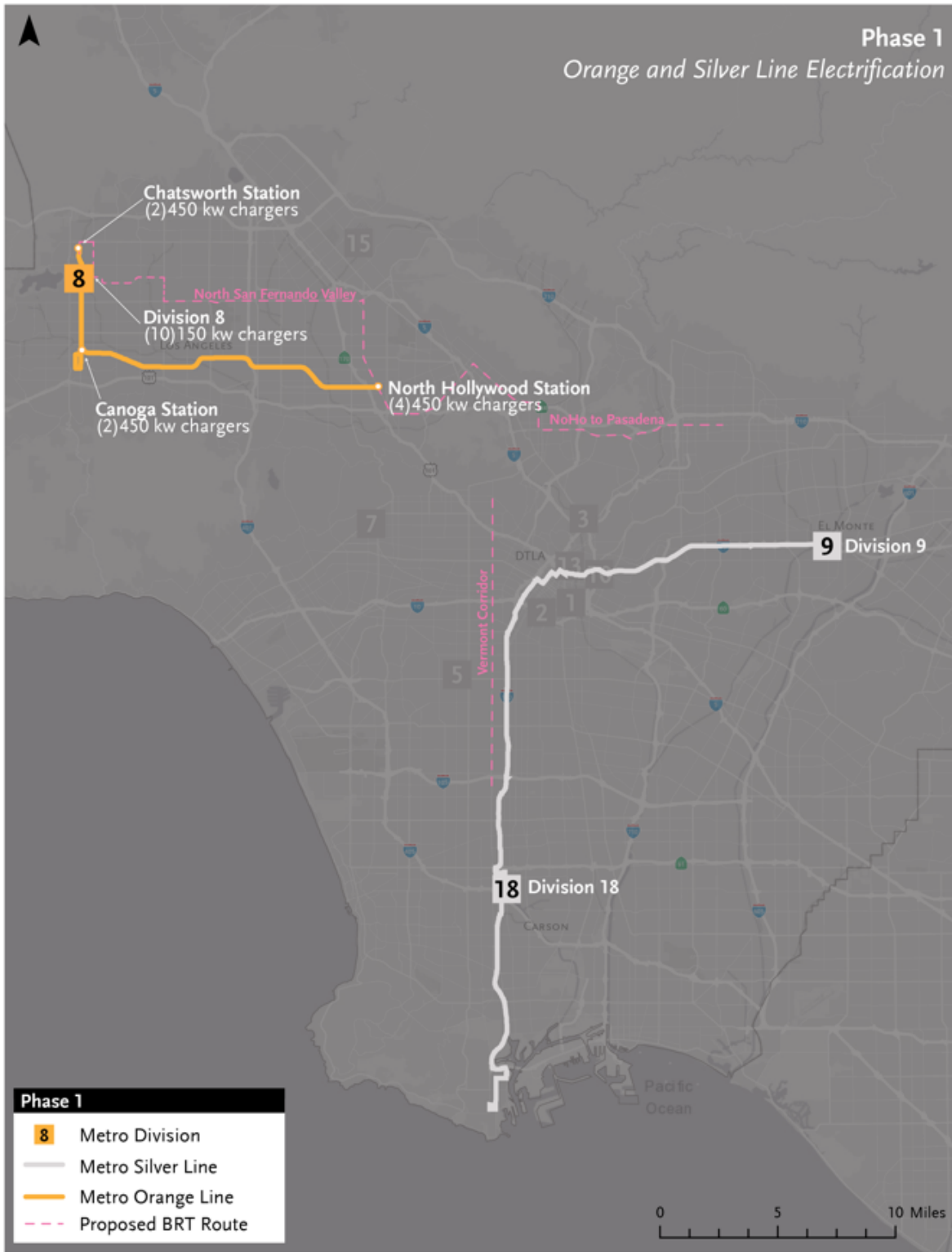
Source: ZEBGO, December 2018

Phase 1 – On-Going Work

Phase 1 is the full electrification of Metro's BRT services, the Orange and Silver Lines as shown in Table 3-2. Electrical enhancements and chargers are currently being installed at Division 8, along with on-route chargers at multiple stations. Concepts for Divisions 9 and 18 are currently under development to serve future BEBs.

Phase 1 is illustrated in Figure 3-6.

Figure 3-6. Phase 1: On-Going Work



Source: ZEBGO, December 2018

Phase 2 – Independent Divisions

Phase 2 consists of the conversion of Metro’s remaining services, including all local, rapid, shuttle, and express routes. Due to adequate on-site space or adjacent Metro property, Divisions 8, 9, 15, and 18 are considered “independent divisions” because BEB infrastructure enhancements can largely be completed with no or minimal buses relocations. Initial work has begun on Division 9 and 18 due to Metro’s Board approval of exercising the 40 additional BYD buses in September 2019.

Construction work will be done in stages, on-site, to allow on-going transit service and operations to continue without interruption. Buses can be shifted around on-site to vacate areas for electrification improvements while still operating all buses and serving all routes assigned to these divisions.

Phase 2 is illustrated in Figure 3-7.

Figure 3-7. Phase 2: Independent Divisions



Source: ZEBGO, December 2018

Note: Division 10 will not be retrofitted to accommodate ZEBs. Division 10 will primarily be used for temporary storage and bus relocations during the transition.

Phase 3 – Dependent Divisions

Phase 3 continues Phase 2 conversions by focusing on the remaining local, rapid, shuttle, and express routes. Due to space constraints, Divisions 1, 2, 3, 5, 7 and 13 are considered “dependent divisions” and will require portions of assigned fleets to be temporarily relocated to and operated from other divisions to allow portions of the site to be turned over for staged construction activities. Phase 3 will likely result in increased operational costs due to the increased deadhead miles incurred.

If one of the Phase 3 divisions is under construction while a portion of its fleet is temporarily relocated to Division 10, no other dependent division can be improved unless additional relocation storage space is identified and made available.

Phase 3 is illustrated in Figure 3-8.

Figure 3-8. Phase 3: Dependent Divisions



Source: ZEBGO, December 2018

3.4.2 On-Site Staging

Due to space constraints at each division, most divisions' ZEB infrastructure upgrades will be done in multiple on-site "stages" which will require the temporary relocation of buses to other divisions.

Each stage generally represents a natural break of bus parking at each division. For each stage, buses will be relocated for approximately six months so that BEB charging equipment can be installed. At the conclusion of the staged construction, buses can once again be parked there. Figure 3-9 provides an example of the stages of construction at Division 9.

Figure 3-9. Division 9 Staged Construction



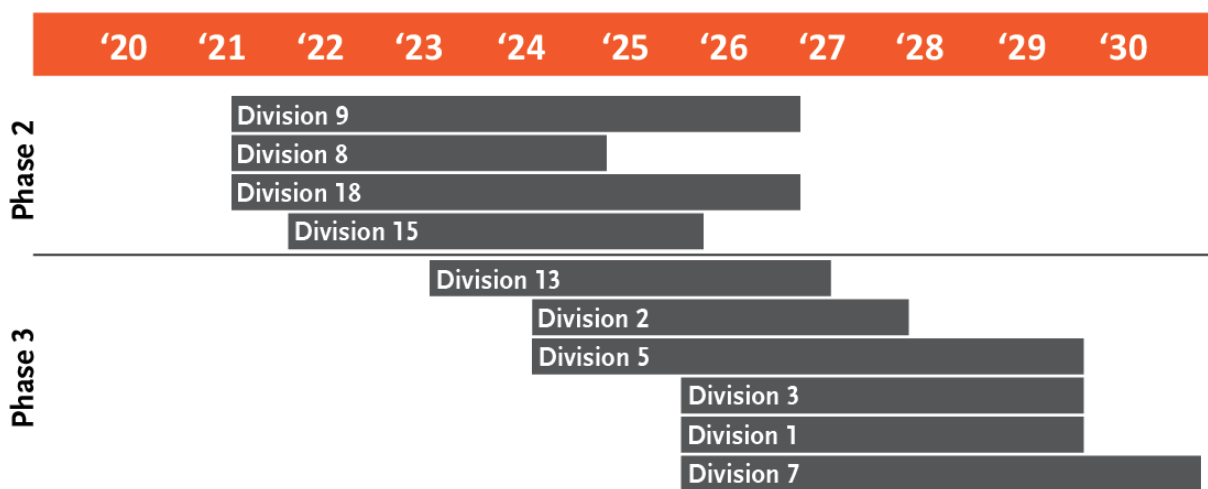
Source: ZEBGO, December 2018

3.5 Schedule and Adaptability

As previously discussed, Metro has a very aggressive ZE transition schedule. While the ICT regulation requires a full fleet conversion by 2040, Metro is planning on converting by 2030. To maintain this schedule, the availability of buses, construction schedule adherence, and utility enhancements will all have to be aligned. It should also be noted that as technology develops and new data is acquired, Metro will continue to make adjustments to maximize utility and cost feasibility. This will have direct impacts on the implementation schedule.

Figure 3-10 presents the preliminary transition schedule. These activities include electrification, design, and construction.

Figure 3-10. LA Metro's Preliminary Transition Schedule



Source: ZEBGO, January 2021

Note: Division 10 will not be retrofitted to accommodate ZEBs. Division 10 will primarily be used for temporary storage and bus relocations during the transition.

The following sections detail the existing conditions and planned modifications for 10 of Metro's 11 divisions. As noted previously, December 2018 service levels were used as a baseline. The number of existing buses on-site are based on the total (regardless of active or spare, or vehicle length). All divisions are able to accommodate at least the number of existing buses if converted to BEBs. Ongoing analysis and bus procurements will refine these numbers based on fleet mix and the advancement of battery technology.

3.5.1 Division 1

Existing Conditions

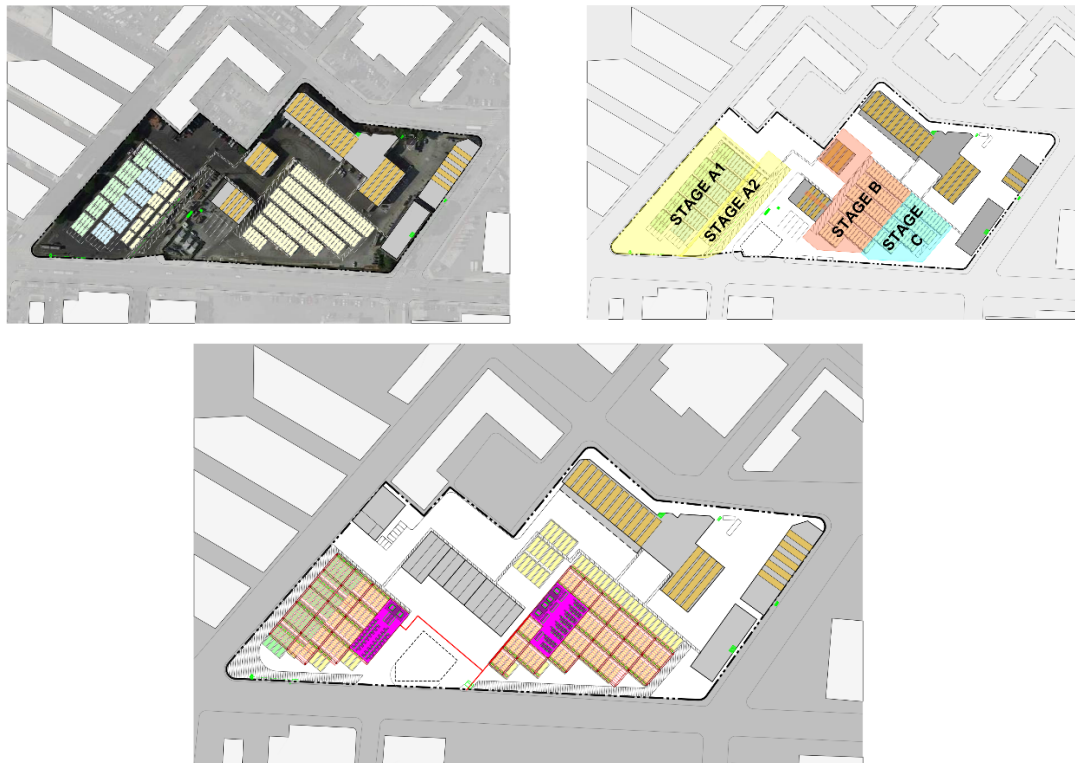
Division 1 is located at 1130 E. 6th Street in the City of Los Angeles. 189 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 1's fleet consists of 132 40-foot, 35 45-foot, and 22 60-foot buses. Buses are parked in unassigned, numbered tracks (nose-to-tail). The division is constrained with no significant space for future ground-level BEB charging equipment. Five 100-kW BYD plug-in chargers are onsite (pre-ICT and Master Plan).

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses at Division 1. Based on preliminary demand modeling, approximately 12 MW of power will be needed from LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years.

Construction for Division 1 and its associated BEB charging equipment and support systems will be completed in three, six-month stages. Buses are anticipated to be temporarily stored at Division 10 during these stages. Ultimately, Division 1 is expected to have 66 150-kW and six 450-kW chargers and will be BEB-operational in 2029. Figure 3-11 illustrates the process that Division 1 will undergo towards full electrification.

Figure 3-11. Division 1 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.2 Division 2

Existing Conditions

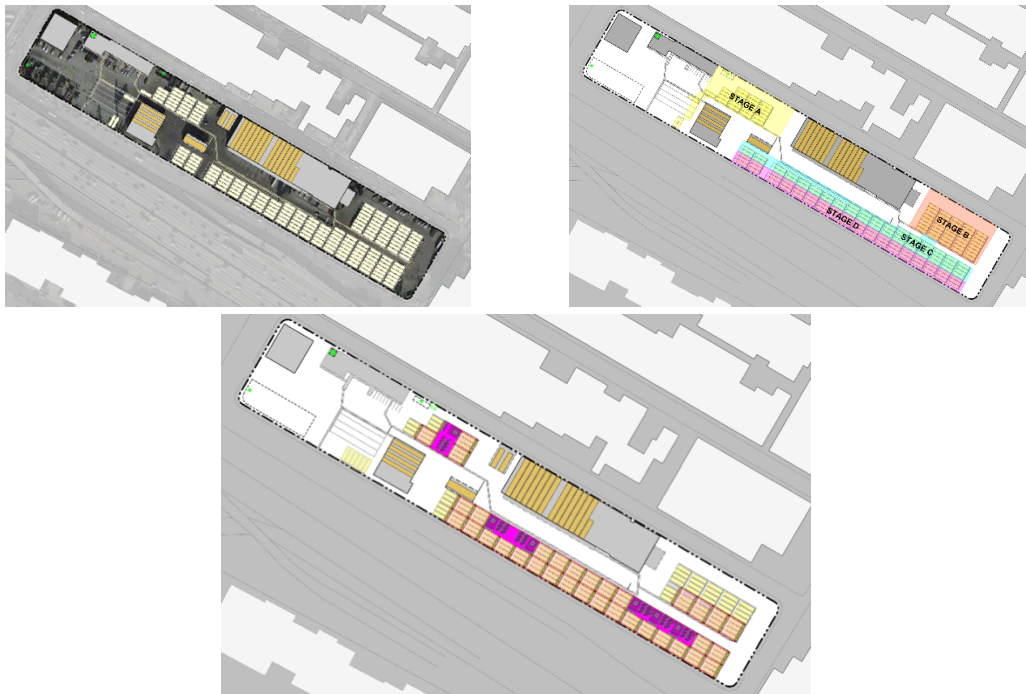
Division 2 is located at 720 E. 15th Street in the City of Los Angeles. 172 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 2's fleet consists of all 40-foot buses. Buses are parked in unassigned, numbered tracks (nose-to-tail). The division is constrained with no significant space for future ground-level BEB charging equipment.

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses Division 2. Based on preliminary demand modeling, approximately 12 MW of power will be needed to be provided by LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years.

Construction for Division 2 and its associated BEB charging equipment and support systems will be completed in three, six-month stages. Buses are anticipated to be temporarily stored at Division 10 during these stages. Ultimately, Division 2 is expected to have 86 150-kW and four 450-kW chargers and will be BEB-operational in 2027. Figure 3-12 illustrates the process that Division 2 will undergo towards full electrification.

Figure 3-12. Division 2 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.3 Division 3

Existing Conditions

Division 3 is located at W. Avenue 28 in the City of Los Angeles. 177 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 3's fleet consists of 86 40-foot and 91 45-foot buses. Buses are parked in unassigned, numbered tracks (nose-to-tail). The division is constrained with no significant space for future ground-level BEB charging equipment.

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses at Division 3. Based on preliminary demand modeling, approximately 13 MW of power will be needed to be provided by LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years.

Construction for Division 3 and its associated BEB charging equipment and support systems will be completed in three, six-month stages. Buses are anticipated to be temporarily stored at Division 10 during these stages. Ultimately, Division 3 is expected to have 89 150-kW and four 450-kW chargers and will be BEB-operational in 2029. Figure 3-13 illustrates the process that Division 3 will undergo towards full electrification.

Figure 3-13. Division 3 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.4 Division 5

Existing Conditions

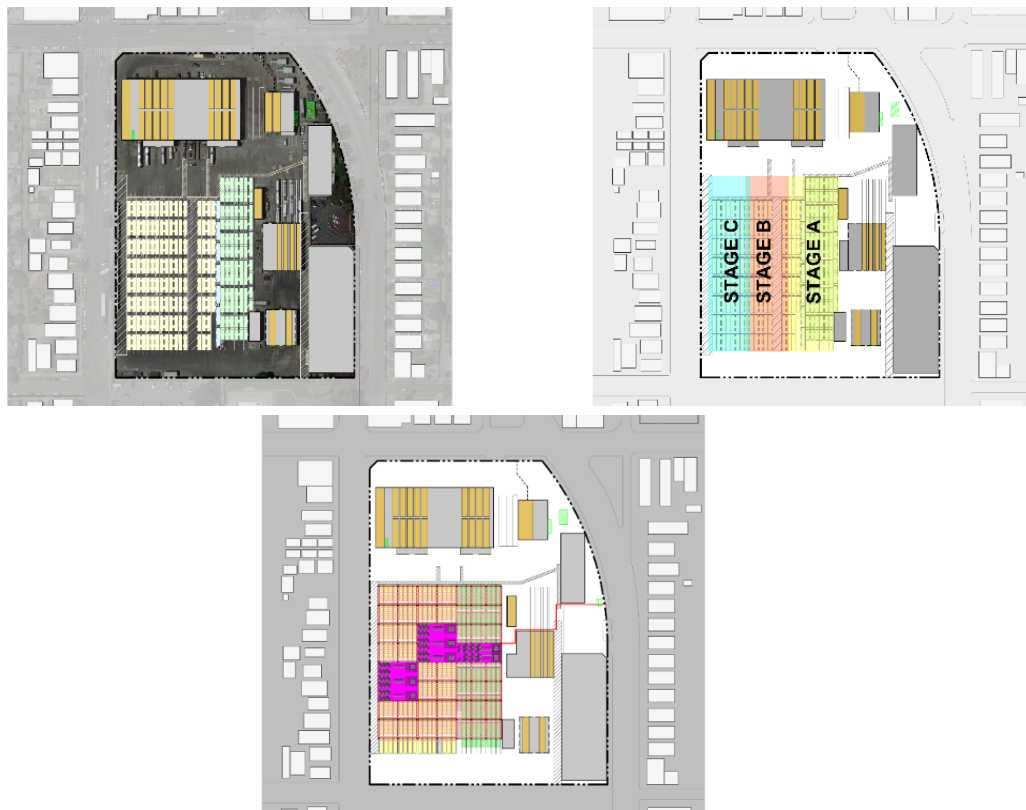
Division 5 is located at 5425 S. Van Ness Avenue in the City of Los Angeles. 193 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 5's fleet consists of 134 40-foot, seven 45-foot, and 52 60-foot buses. Buses are parked in unassigned, numbered tracks (nose-to-tail). The division is constrained with no significant space for future ground-level BEB charging equipment.

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses Division 5. Based on preliminary demand modeling, approximately 14 MW of power will be needed to be provided by LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years.

Construction for Division 5 and its associated BEB charging equipment and support systems will be completed in three, six-month stages. Buses are anticipated to be temporarily stored at Division 10 during these stages. Ultimately, Division 5 is expected to have 97 150-kW and four 450-kW chargers and will be BEB-operational in 2029. Figure 3-14 illustrates the process that Division 5 will undergo towards full electrification.

Figure 3-14. Division 5 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.5 Division 7

Existing Conditions

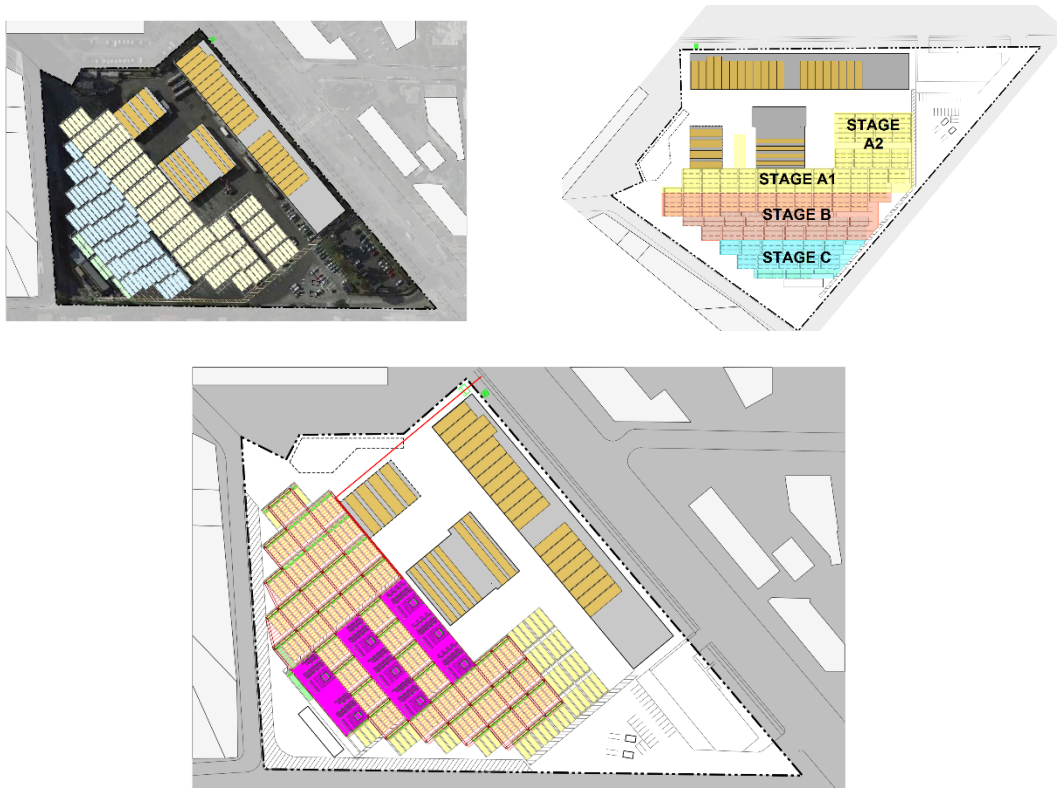
Division 7 is located at 8800 Santa Monica Boulevard in the City of West Hollywood. 233 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 7's fleet consists of 148 40-foot, 80 45-foot, and five 60-foot buses. Buses are parked in unassigned, numbered tracks (nose-to-tail). The division is constrained with no significant space for future ground-level BEB charging equipment.

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses Division 7. Based on preliminary demand modeling, approximately 14 MW of power will be needed to be provided by Southern California Edison (SCE) to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take three to five years.

Construction for Division 7 and its associated BEB charging equipment and support systems will be completed in three, six-month stages. Buses are anticipated to be temporarily stored at Division 10 during these stages. Ultimately, Division 7 is expected to have 117 150-kW and three 450-kW chargers and will be BEB-operational in 2030. Figure 3-15 illustrates the process that Division 7 will undergo towards full electrification.

Figure 3-15. Division 7 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.6 Division 8

Existing Conditions

Division 8 is located at 9201 Canoga Avenue in the City of Los Angeles. 202 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 8's fleet consists of 61 40-foot, 107 45-foot, 33 60-foot, and one 65-foot bus. Bus parking predominates the site and buses are parked in diagonal stacked rows in the south and west portions of the division. As part of a recent reconfiguration of the parking, two diagonal rows have been combined to be nose-to-tail.

10 ABB 150-kW plug-in chargers will be installed on western wall of the Division. However, this work preceded the ZEB Master Plan which is recommending a different charging strategy and layout.

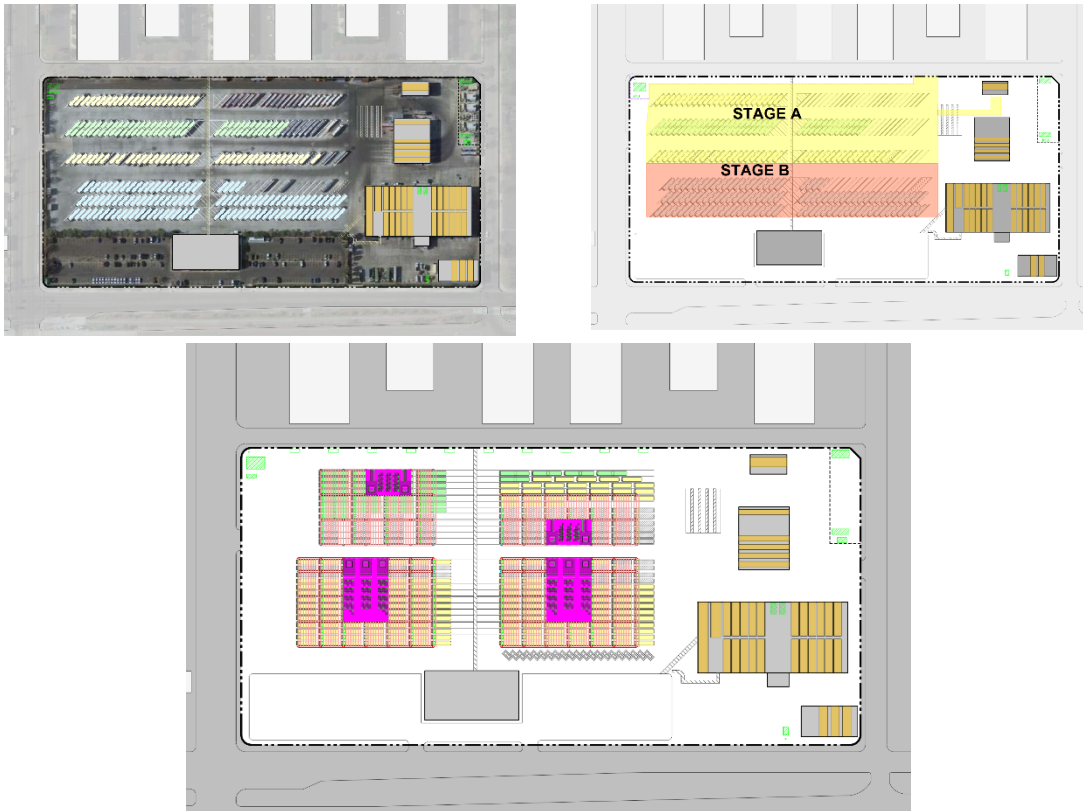
Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses Division 8. Based on preliminary demand modeling, approximately 14 MW of power will be needed to be provided by LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years. It should be noted that additional capacity was installed at the division to accommodate the 10 plug-in chargers.

To accommodate additional buses and future BEB equipment, the division is being designed for nose-to-tail track parking. Construction for Division 8 and its associated BEB charging equipment and support systems will be completed in two, six-month stages. Due to available storage capacity at Division 8 and the adjacent Marilla Lot (Metro-owned parking lot), buses can be rearranged on site and/or moved temporarily to Marilla Lot during construction.

Ultimately, Division 8 is expected to have 101 150-kW and three 450-kW chargers and will be BEB-operational in 2024. Figure 3-16 illustrates the process that Division 8 will undergo towards full electrification.

Figure 3-16. Division 8 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.7 Division 9

Existing Conditions

Division 9 is located at 3449 Santa Anita Avenue in the City of El Monte. 223 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 9's fleet consists of 161 40-foot and 62 45-foot buses. Division 9 has both nose-to-tail parking and diagonal parking. Buses assigned to the division are parked in one of 11 parallel rows at the western end of the site. Overflow parking is provided for buses in the diagonal-arranged lot to the east.

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses at Division 9. Based on preliminary demand modeling, approximately 19 MW of power will be needed to be provided by SCE to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take three to five years. Existing diagonal parking will be transitioned to nose-to-tail to accommodate more buses and conform with BEB infrastructure plans.

Construction for Division 9 and its associated BEB charging equipment and support systems will be completed in two, six-month stages. Due to available storage capacity at Division 9, buses can be rearranged on site without temporary displacement. Ultimately, Division 9 is expected to have 112 150-kW and four 450-kW chargers and will be BEB-operational in 2026. Figure 3-17 illustrates the process that Division 9 will undergo towards full electrification.

Figure 3-17. Division 9 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout
Source: ZEBGO, December 2018

3.5.8 Division 10

Division 10 is located at 742 N. Mission Road in the City of Los Angeles.

As of September 2020, due to future anticipated service needs, Metro has permanently closed Division 10 for revenue service. However, Division 10 is expected to be a key component in Metro's ZEB transition as it will be relied upon for temporary storage and bus relocations as other divisions are being improved.

3.5.9 Division 13

Existing Conditions

Division 13 is located at 920 N. Vignes Street in the City of Los Angeles. Division 13 is also connected to Metro's Central Maintenance Facility (CMF). 163 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 13's fleet consists of 56 40-foot, 14 45-foot, and 93 60-foot buses. Division 13 is a multi-level structure. The "Lower Level" (subterranean) is for employee parking, "Level 1" (street level) is for 40- and 45-foot bus parking, maintenance, fueling, and wash, and the "Upper Level" is for 60-foot bus parking. Buses are parked in unassigned, numbered tracks (nose-to-tail).

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses at Division 13. Based on preliminary demand modeling, approximately 10 MW of power will be needed to be provided by LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years.

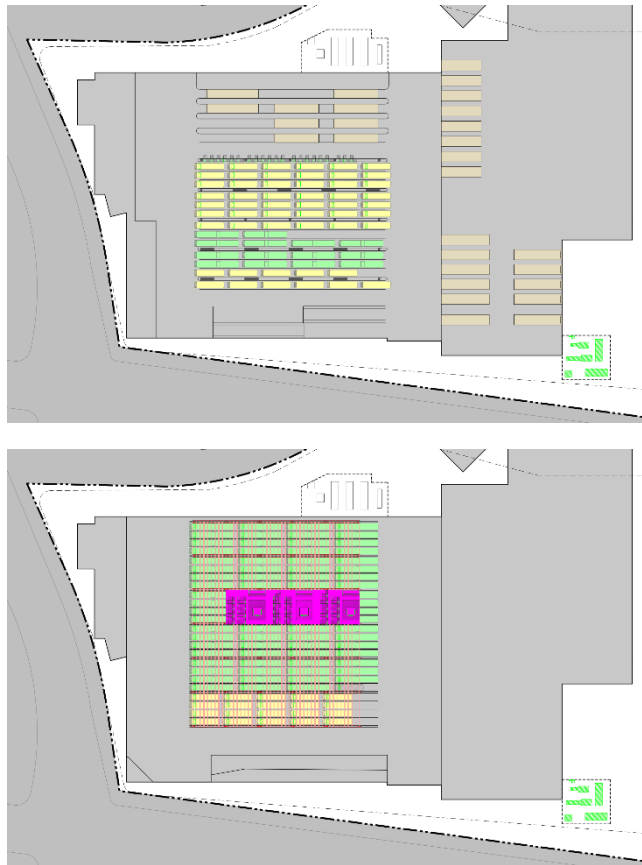
Construction for Division 13 and its associated BEB charging equipment and support systems will be completed in one six-month stage. Buses are anticipated to be temporarily stored at Division 10 and CMF during these stages. Ultimately, Division 13 is expected to have 95 150-kW and three 450-kW chargers and will be BEB-operational in 2026. Figure 3-18 illustrates the existing (December 2018) and construction staging for the 2nd and 3rd levels, and Figure 3-19 illustrates these levels at full buildout.

Figure 3-18. Division 13 – Existing and Construction Staging (2nd and 3rd Levels)



Source: ZEBGO, December 2018

Figure 3-19. Division 13 – Buildout (2nd and 3rd Levels)



Source: ZEBGO, December 2018

3.5.10 Division 15

Existing Conditions

Division 15 is located at 11900 Branford Street in the City of Los Angeles. 241 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 15's fleet consists of 82 40-foot, 109 45-foot, and 50 60-foot buses. Bus parking comprises the majority of the site in the south and west portions of the division. Parking is single row diagonal and has recently been expanded into an underutilized space.

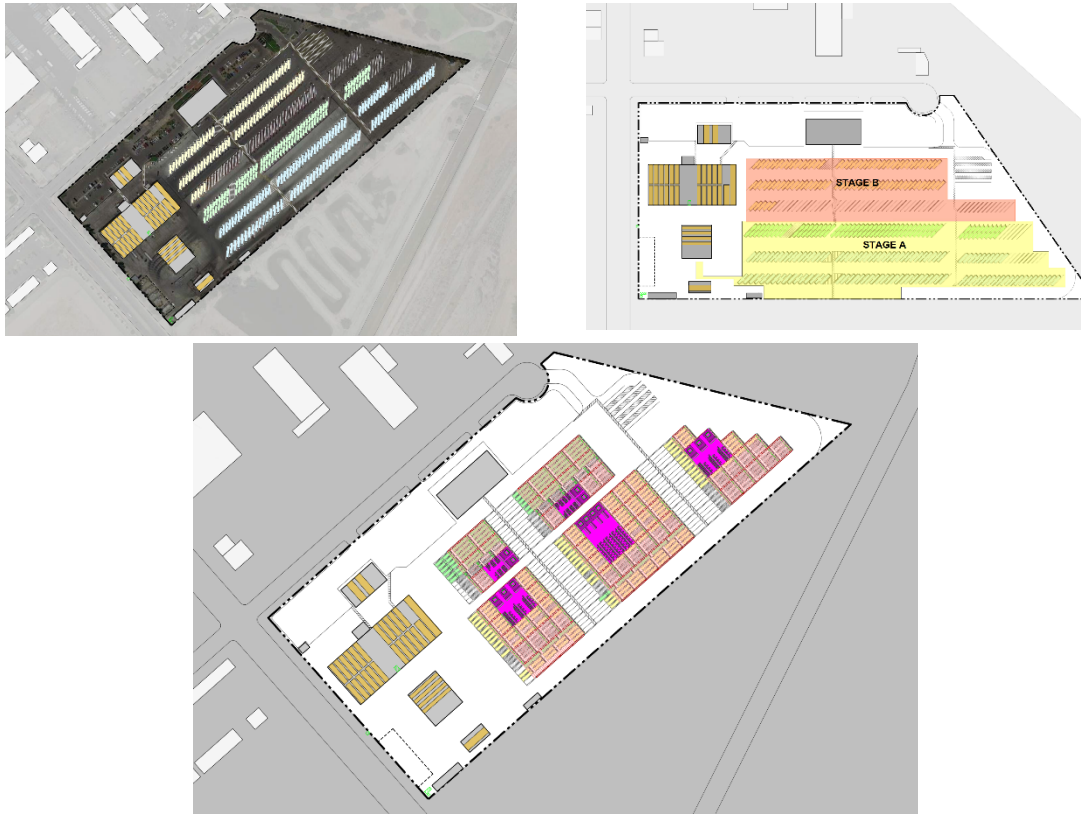
Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses at Division 15. Based on preliminary demand modeling, approximately 17 MW of power will be needed to be provided by LADWP to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take two to three years.

Given the current layout, making room for charging equipment could be challenging but rearranging two or more rows, as was done at Division 8, would provide ample parking space.

Construction for Division 15 and its associated BEB charging equipment and support systems will be completed in two, six-month stages. Due to available storage capacity at Division 15 and the nearby Marilla Lot (Metro-owned parking lot), buses can be rearranged on site and/or moved temporarily to Marilla Lot during construction. Ultimately, Division 15 is expected to have 121 150-kW and three 450-kW chargers and will be BEB-operational in 2025. Figure 3-20 illustrates the process that Division 15 will undergo towards full electrification.

Figure 3-20. Division 15 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout.
Source: ZEBGO, December 2018

3.5.11 Division 18

Existing Conditions

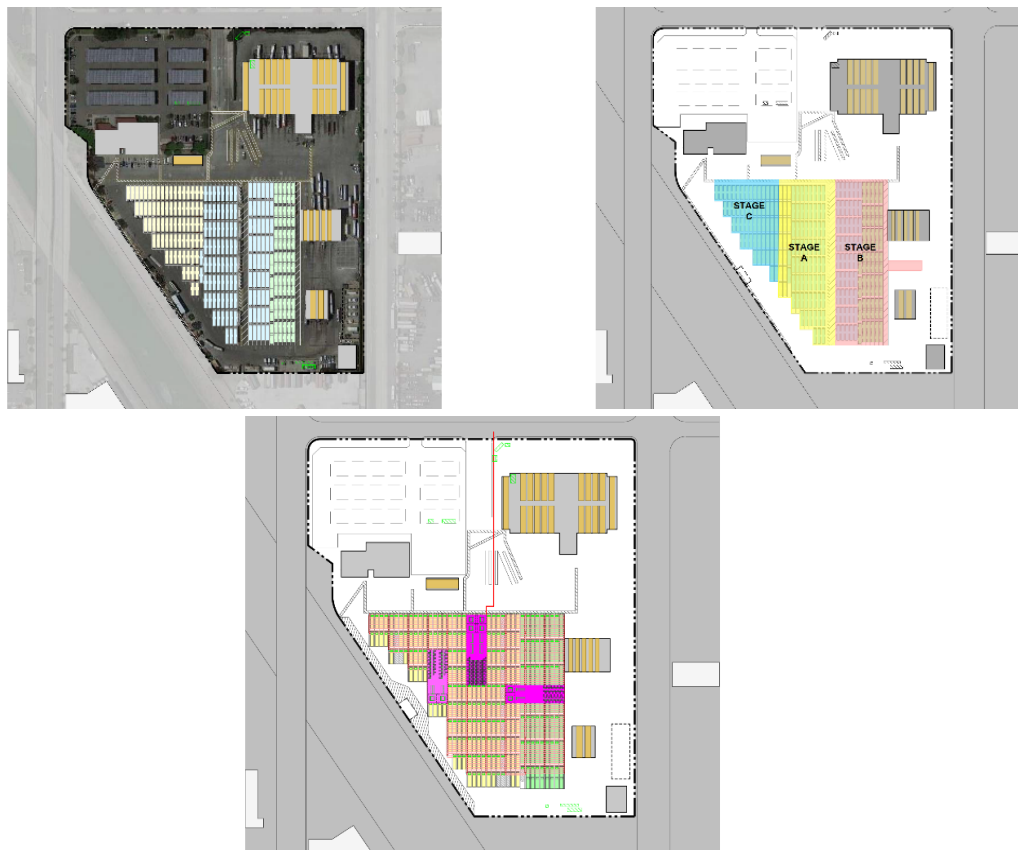
Division 18 is located at 450 W. Griffith Street in the City of Gardena. 252 CNG-powered buses are stored, maintained, fueled, and serviced at the division. Division 18's fleet consists of 74 40-foot, 116 45-foot, and 62 60-foot buses. Buses are parked in unassigned, numbered tracks (nose-to-tail). The division is constrained with no significant space for future ground-level BEB charging equipment.

Planned ZEB Modifications and Timeline

Additional electrical capacity will be required to meet the service needs of buses at Division 18. Based on preliminary demand modeling, approximately 17 MW of power will be needed to be provided by SCE to support the current fleet. Construction and enhancements to bring this additional capacity is anticipated to take three to five years.

Construction for Division 18 and its associated BEB charging equipment and support systems will be completed in three, six-month stages. Due to available storage capacity at Division 18, buses can be rearranged on site without temporary displacement. Ultimately, Division 18 is expected to have 126 150-kW and five 450-kW chargers and will be BEB-operational in 2026. Figure 3-21 illustrates the process that Division 18 will undergo towards full electrification.

Figure 3-21. Division 18 – Existing, Construction Staging, and Buildout



Clockwise (from the upper left), from existing conditions (December 2018), to construction staging, to full buildout.
Source: ZEBGO, December 2018

4 DISADVANTAGED COMMUNITIES

The following section provides an overview of disadvantaged communities (DACs) in Metro’s service area and the strategy to prioritize them for ZEB adoption.

4.1 Disadvantaged Communities Served

73 percent of Metro’s divisions are located in communities that are classified as “disadvantaged” according to CalEnviroScreen. The conversion of existing CNG operations to BEB operations will directly benefit the communities in the vicinity of these divisions by way of a reduction in noise and local emissions. These divisions also serve multiple routes that traverse multiple DACs across Los Angeles County.

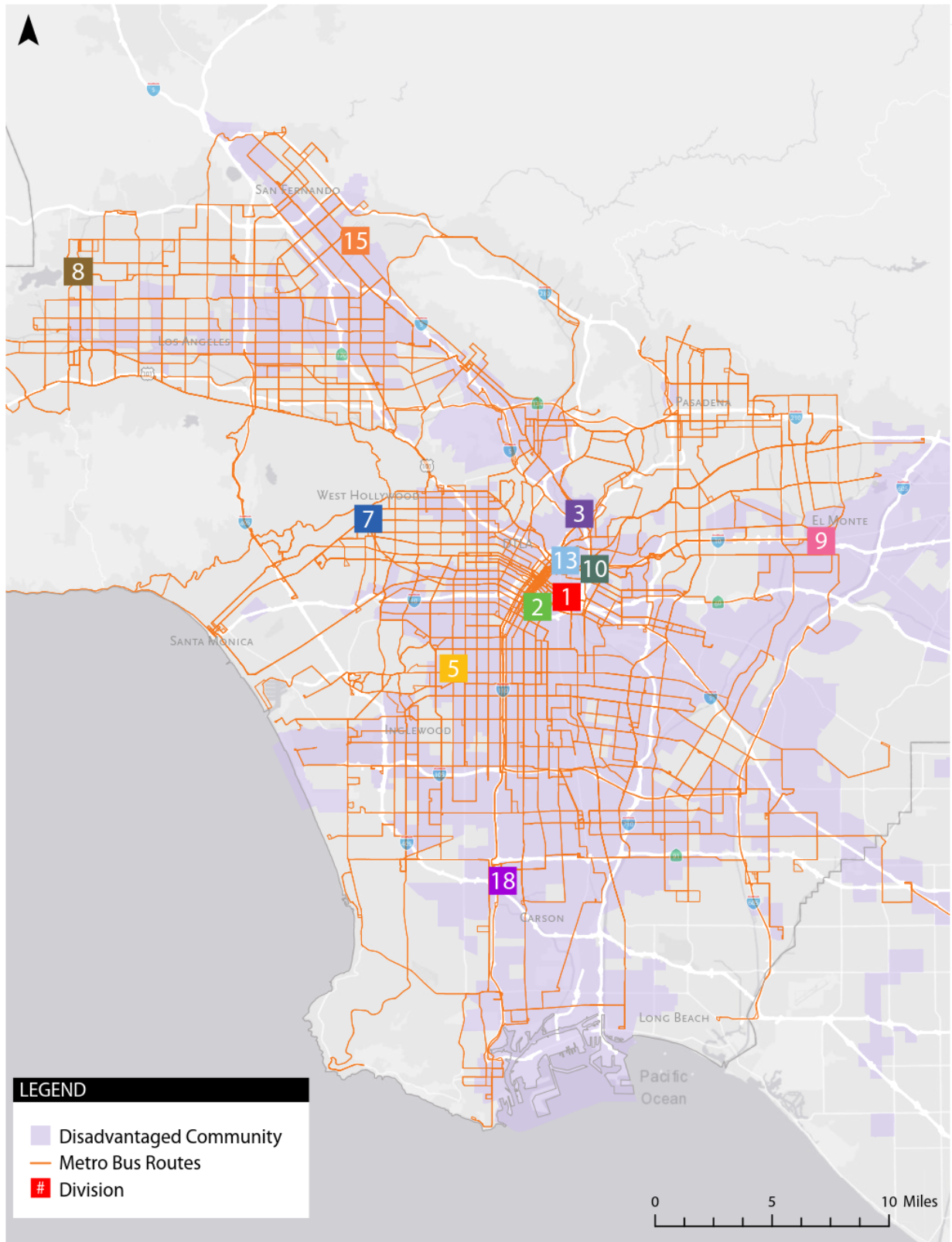
Table 4-1 summarizes whether or not divisions are located in DACs and the number and percentage of DACs that its respective routes serve. Figure 4-1 illustrates Metro divisions and routes in DACs.

Table 4-1. Disadvantaged Communities

Division	In DAC?	NOx Exempt Area?	Communities (Tracts) Served	DACs Served (#)	DACs Served (%)
1	Yes	No	299	206	69%
2	Yes	No	299	234	78%
3	Yes	No	343	213	62%
5	Yes	No	285	211	74%
7	No	No	362	194	54%
8	No	No	283	114	40%
9	Yes	No	343	188	55%
13	No	No	251	148	59%
15	Yes	No	404	181	45%
18	Yes	No	480	339	71%

Source: CalEnviroScreen 3.0, June 2018

Figure 4-1. DACs in Service Area



Source: ZEBGO, CalEnviroScreen 3.0, June 2018

4.2 DAC Prioritization Strategy

As previously mentioned, Phase 1's ZEB transition is focused on the Silver and Orange BRT lines. The second and third phases will focus on Metro's other routes and services.

Since ZEBs cannot operate unless infrastructure is in place to charge buses, Metro's transition (primarily Phases 2 and 3) largely focuses on division electrification and not individual routes. Once divisions are electrified, buses will be strategically deployed to routes and service blocks with a priority of DAC service. It should be noted that in Phase 2, three of the four divisions to be electrified divisions are in DACs, the remaining four DAC divisions will be electrified in Phase 3.

The population that resides in DACs tend to be society's most vulnerable. They typically rely on the public transit system, are more likely to be impoverished, and are more frequently exposed to harmful emissions and pollutants that result in negative health outcomes. Thus, DAC communities will benefit the most once ZEBs are adopted and this is why Metro is making a concerted effort to ensure that divisions and routes within and that service DACs are among the first to be transitioned to ZEBs, as shown in Table 4-1.

5 WORKFORCE TRAINING

The following section provides an overview of Metro’s plan and schedule to train personnel on the impending transition.

5.1 Training Requirements

The transition to ZEBs will significantly alter Metro’s service and operations. Converting to ZEBs from CNG is an arduous endeavor and will impact all ranks of the organization. This will require extensive change management and training which will be provided by the OEMs and Metro. Training will need to be conducted after buses are procured and in advance of the delivery of said buses. Therefore, it is expected that all personnel will be sufficiently trained before the buses arrive. Training conditions and schedules will be included in procurement documents, as they are with all existing procurements. If other OEM-provided buses are procured in the future and/or if new components, software, or protocols are implemented, it is expected that Metro’s staff will be trained well in advance of the commissioning of these additions. Since battery technology is rapidly evolving, it is likely that buses and supporting battery chemistries and software will change between 2020 and 2040, therefore, Metro’s future procurements/deliveries will require refresher or updated trainings for relevant staff.

The following provides a list of personnel and positions that will need to be retrained upon adoption of ZEBs (this list is not exhaustive):

- **Bus Operators**
Bus operators will need to be familiarized with the buses, safety, bus operations, and pantograph operations.
- **Facilities Maintenance Staff and Maintenance**
Facilities staff will need to be familiarized with scheduled and unscheduled repairs, high-voltage systems, and the specific maintenance and repair of equipment.
- **First Responders**
Local fire station staff will need to be familiarized with the new buses and supporting facilities.
- **Mechanics**
Mechanics will need to be familiarized with the safety-related features and other components of ZEBs.
- **Instructors**
For both Operator Central Instruction and Maintenance, instructors will need to understand all aspects of the transition of ZEBs to train others.
- **Service Attendants**
Service attendants will become familiarized with proper charging protocol and procedures that are ZEB-specific.
- **Management Staff**
All management staff (supervisors, directors, etc.) will be familiarized with ZEB operations and safety procedures.

6 COSTS AND FUNDING

The following section identifies potential funding sources that Metro may pursue in its adoption of ZEBs.

6.1 Preliminary Costs

Based on preliminary estimates, Metro's transition is expected to cost between \$1.3 billion and \$1.6 billion. Infrastructure will cost between \$900 million and \$1.4 billion, and BEBs are expected to cost \$222 million more than the conventional CNG buses. These costs only reflect capital infrastructure. Various operations and maintenance costs, including utility, operating, and maintenance costs are still to be analyzed.

6.2 Funding Sources

There are a number of potential federal, state, local, and project-specific funding, and financing sources at Metro's disposal. To date, Metro has applied for and been awarded various Federal, State, and Local funds for ZEB projects, as indicated in Table 6-1.

Table 6-1. Metro's ZEB Funding

Type	Agency	Funding Mechanism	Year	Status	Award
Federal	FTA	Low- or No-Emission Vehicle Grant	2015	Awarded	\$4.3M
Federal	FTA	Low- or No-Emission Vehicle Grant	2016	Not Awarded	N/A
State	Caltrans	Transit and Intercity Rail Capital Program	2016	Not Awarded	N/A
Local	SQAMD	AB2766 Discretionary Fund	2017	Awarded	\$2M
State	CARB	Carl Moyer Memorial Air Quality Standards Attainment Program	2018	Not Awarded	N/A
State	Caltrans	Transit and Intercity Rail Capital Program	2020	Not Awarded	N/A

Source: Los Angeles Metropolitan Transportation Authority, February 2020

Metro is also leveraging utility-based programs such as LADWP's Commercial EV Charging Station Rebate Program and SCE's Charge Ready Program. For funding, Metro will also continue to use local tax measure(s) and other strategies to meet its 2030 goals, such as public-private partnerships, and other grant opportunities.

7 START-UP AND SCALE-UP CHALLENGES

As mentioned, Metro has a very aggressive ZEB transition schedule – 10 years before the ICT regulation requires. To meet both deadlines, there are several challenges and opportunities that Metro has identified. The following briefly described some of the challenges that Metro faces for its transition:

- **Technological adaptation.** Currently, Metro is modeling and planning for a transition based on December 2018 service levels and existing ZEB technology. With challenging 2030 and 2040 deadlines looming, it is difficult to anticipate future technological enhancements and changes, such as improved batteries and chargers. Slight changes in these technologies could improve bus ranges, in turn, reducing costs. Metro (and the market) must be aware of these changes as it would be counterproductive to invest in technologies that will soon be outdated.
- **Costs.** Adoption of ZEBs has many benefits, including potential lifecycle cost savings. However, the investment required for capital and change management will be very expensive. Metro will have to be creative with funding mechanisms and sources to ensure that the transition to ZEB will not be detrimental to its operations and service.
- **Market Production Factors.** The ICT regulation will put a lot of pressure on OEMs to produce ZEBs at unprecedented rates. However, it is not only California that is interested in converting to ZEBs. These multi-state policy changes will have a great impact on these transitions; however, it will also make it challenging to meet ZEB goals for agencies if supply of buses can meet with demand.
- **Phasing and Transition.** Metro has the second largest transit fleet in the United States. Transitioning to ZEBs without any service interruptions will be very challenging due to the limited space for construction, staging buses, and maintaining service.
- **Utility Upgrades.** Metro’s divisions are currently under the jurisdiction of two utilities, whereas potential on-route charging locations are under nine. These utilities have different rate structures and protocols to apply for and receive additional power. How each utility is sanctioned (whether municipal or private) also dictates procedural requirements. These nuances will make it challenging to plan for due to the variances in schedule and process.
- **Managing Power Demand.** The transition to BEBs will require strategies to ensure that Metro can utilize power in the most cost-efficient way. Metro is currently doing this via utility negotiations and demand modeling to determine methods to reduce peak demands. However, shaving demand may also come at a hefty capital cost, something that staff is currently analyzing.
- **Uncertainty of COVID-19.** COVID-19 has impacted all facets of our global economy, transit is not an exclusion. During the pandemic, ridership has plummeted and caused major shortfalls in Metro’s budget which has impacted capital programs and operations. At this time, it is unclear what short- and long-term impacts will be for service. There is a possibility that service ridership levels may not return to previous levels resulting in changes to procurement and funding. Metro will continue to analyze trends to determine service changes and plans.

In conclusion, Metro is still determining the path forward towards its transition goals. At this time, Metro is slated to convert its entire fleet to ZEBs by 2030, 10 years in advance of what is required by the ICT. Metro’s next steps in this process is to continue refining analysis and Master Planning efforts.

ITEM 41

ZEB Program Master Plan Update



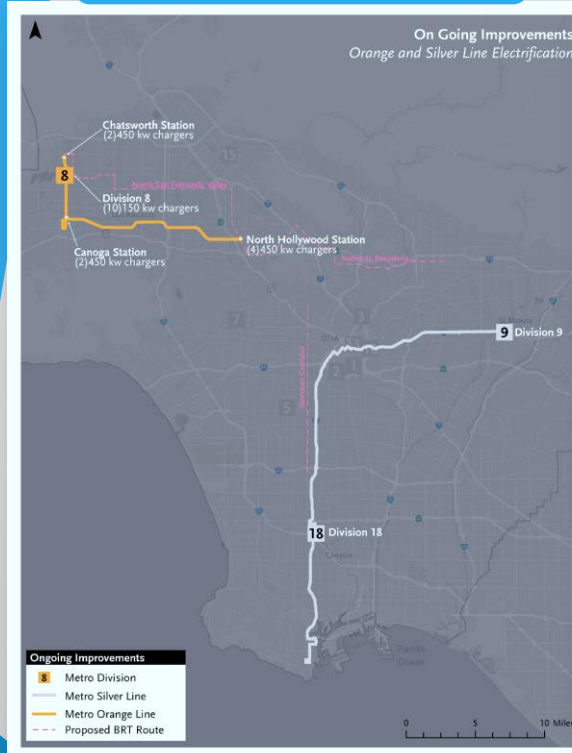
Metro

Executive Management Committee

March 2021

Transition Phasing

Phase 1



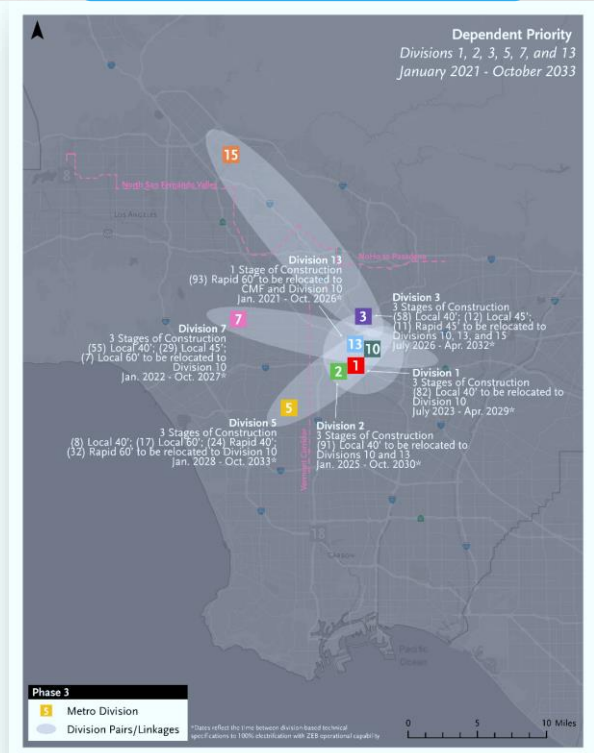
Orange & Silver Lines
Divisions: 8,9,18

Phase 2



Independent Divisions
Divisions: 8, 9, 10, 15, 18

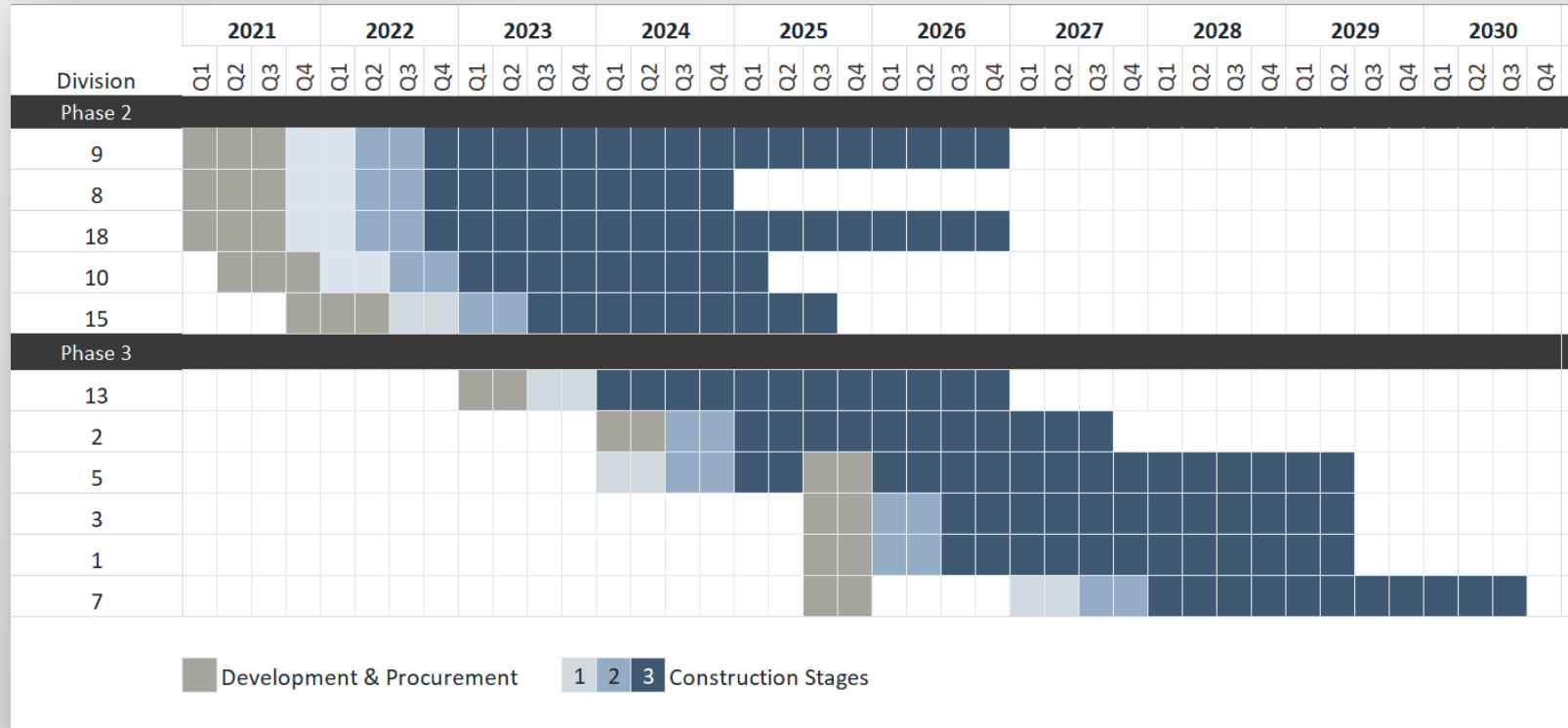
Phase 3



Dependent Divisions
Divisions: 1, 2, 3, 5, 7, 13

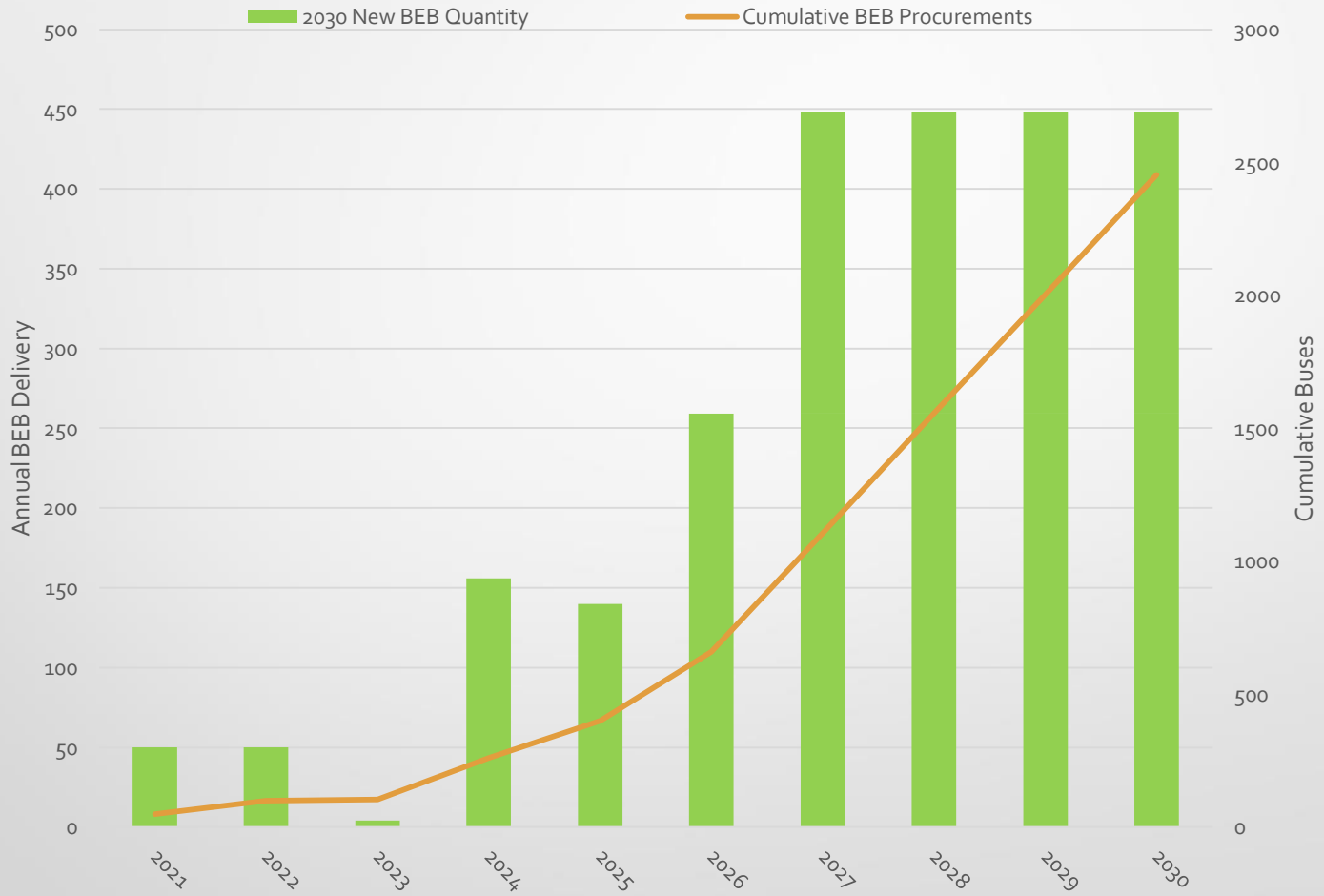
Infrastructure Phasing Schedule 2030

Division Modification and En-route Charger Installation Schedule

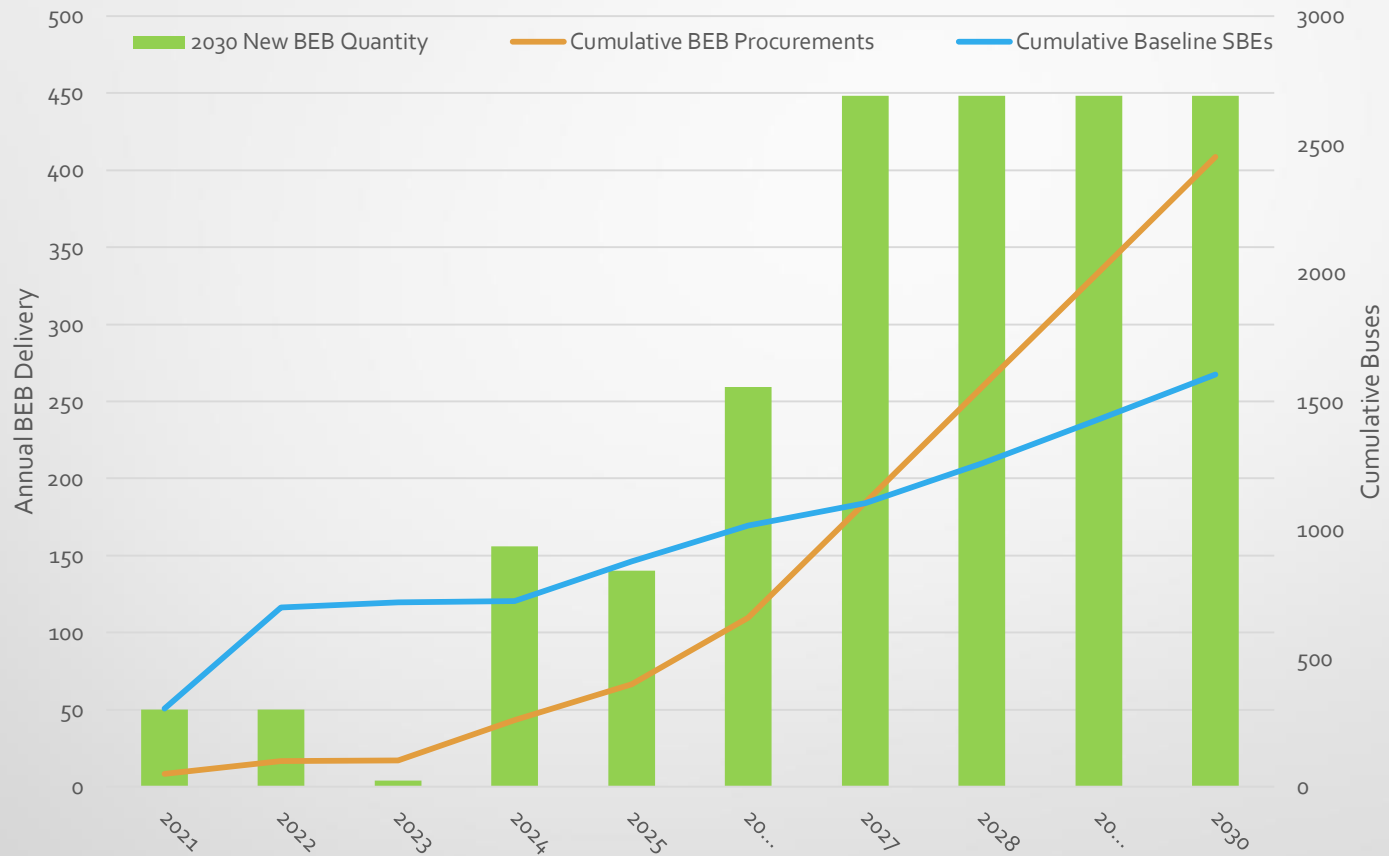


Bus deliveries are timed with completion of construction stages and en-route charging installations.

Bus Delivery Schedule 2030



Bus Delivery Schedule 2030



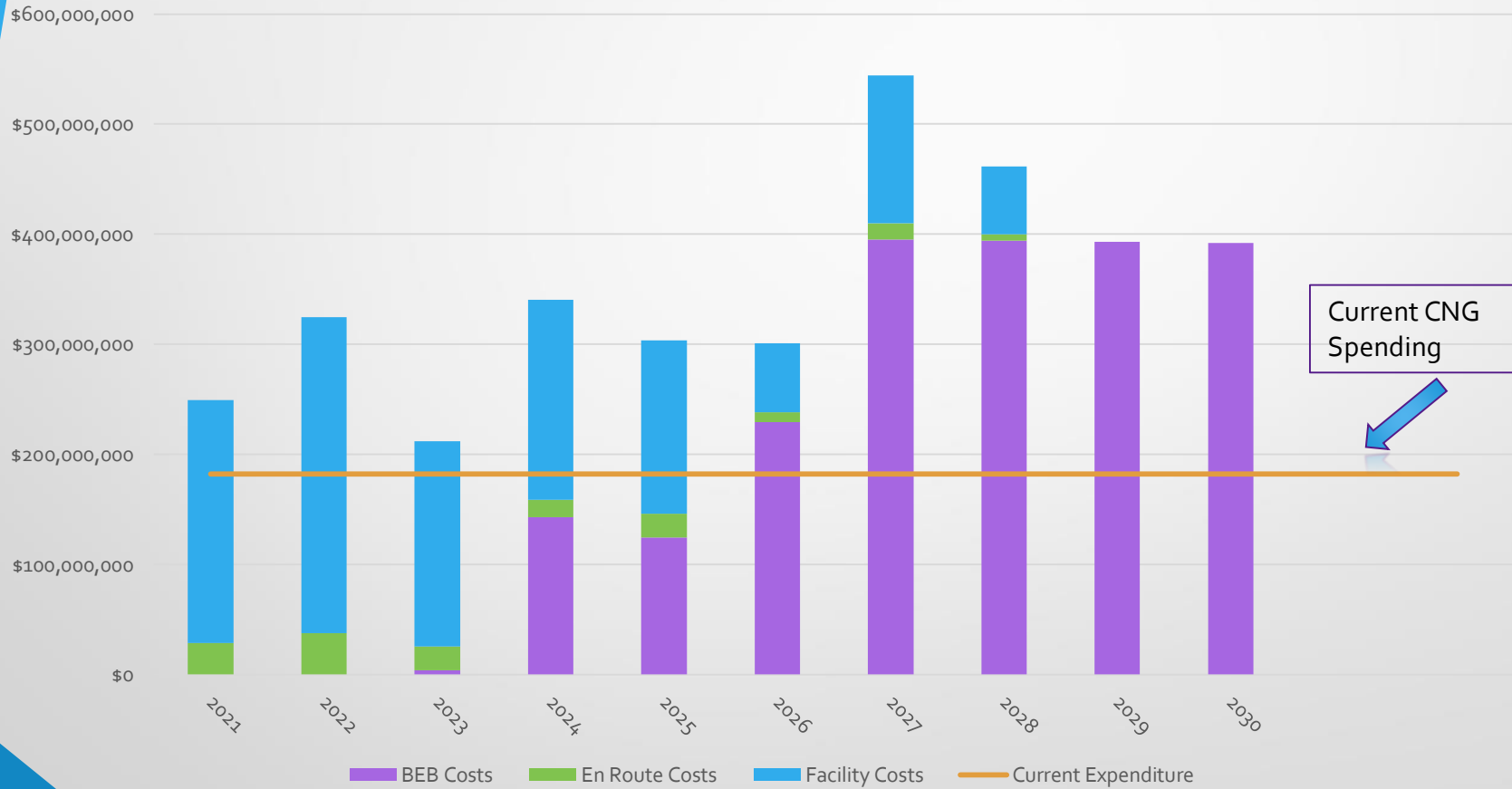
Note: Current BEB scheduled procurements exceeds baseline procurements to meet service needs by 848 Standard Bus Equivalent (SBE) 40' Buses.

Costs by Division

Division	Bus Qty	Infrastructure		En-Route	Buses	Total ²
		Min ¹	Max ²			
1	171	\$70.9M	\$100.1M	\$14.2M	\$150.8M	\$265.1M
2	169	\$67.3M	\$95.1M	\$16.8M	\$149.0M	\$261.0M
3	151	\$62.6M	\$88.4M	\$13.0M	\$133.2M	\$234.6M
5	167	\$66.5M	\$94.0M	\$8.4M	\$147.3M	\$249.6M
7	240	\$101.4M	\$143.3M	\$11.1M	\$211.6M	\$366.1M
8	358	\$134.0M	\$189.3M	\$16.7M	\$315.7M	\$521.7M
9	176	\$65.9M	\$93.1M	\$17.8M	\$155.2M	\$266.1M
10	175	\$65.5M	\$92.5M	\$4.5M	\$154.3M	\$251.4M
13	316	\$123.4M	\$174.3M	\$7.1M	\$278.7M	\$460.1M
15	245	\$93.7M	\$132.3M	\$17.6M	\$216.0M	\$366.0M
18	185	\$70.7M	\$99.9M	\$27.4M	\$163.1M	\$290.4M
Totals	2,353	\$921.9M	\$1.30B	\$154.7M	\$2.07B	\$3.53B

1. Baseline BEB Infrastructure Only
2. Baseline Infrastructure + On-Site Storage + Solar

Annual Cashflow vs. Current Spending





Board Report

File #: 2021-0065, **File Type:** Agreement

Agenda Number: 42.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021**

SUBJECT: INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING AND DIRECTING the Chief Executive Officer (CEO) to execute the Inglewood Transit Connector Joint Powers Authority Joint Exercise of Powers Agreement to join with the City of Inglewood to own, manage, and oversee the design, construction, financing, operation and maintenance of the 1.6-mile Inglewood Transit Connector Project, an elevated automated people mover to provide a critically needed direct transit connection between Metro’s network, the soon to be completed regional Crenshaw/LAX Line, and key housing and employment centers, and sports and entertainment venues within the City.

- B. AUTHORIZING the CEO to take such further actions incident to execution of the Joint Exercise of Powers Agreement as are necessary to formalize formation and establishment of the Inglewood Transit Connector Joint Powers Authority as a separate legal entity.

ISSUE

Over the past two years, the City of Inglewood (City) has engaged in discussions with Metro while the City has examined various ownership structures for the Inglewood Transit Connector Project (Project). Recognizing their mutual interest in the successful completion of the Project and commencement of passenger service prior to the 2028 Los Angeles Olympics, Metro and City executive management believe that the formation of the Inglewood Transit Connector Joint Powers Authority (Authority) will combine the City’s understanding of local mobility needs with Metro’s experience successfully developing rail transit projects and would provide the optimal solution for Project ownership, management and governance without obligating Metro to make financial contributions.

The City and Metro executed a non-binding Memorandum of Understanding on November 2, 2020, agreeing to work together to negotiate a Joint Exercise of Powers Agreement (JPA) for establishment of the Authority pursuant to the Joint Powers Exercise of Powers Act (Gov. Code §§6500 *et. seq.*) (the Joint Powers Act). The purpose of the Authority is to exercise the City’s and Metro’s mutual

powers to own, manage, and oversee the design, construction, financing, operation and maintenance of the Project.

City and Metro staff have completed negotiation of the JPA, and concur that execution of the JPA in the form provided in Attachment A will establish the optimal governance structure to achieve timely, efficient and successful development of the Project, and will be in the best interest of Metro, the City, and the public. The City Council has approved the JPA and authorized City's Mayor to execute the JPA.

Metro Board approval is now needed to authorize the CEO to execute the JPA in order to support advancement of the Project. Approval of the JPA supports Project development, and authorizes establishment of the Authority, which the City and Metro have identified as the Project governance structure best suited to provide a critically needed direct transit connection between the City's emerging sports and entertainment district and Metro's transit network. By participating as members in a joint powers authority, City and Metro will leverage and combine their respective expertise, resources and capabilities for the benefit of the public traveling to, from and within the City.

BACKGROUND

To improve transit and mobility for its residents and community stakeholders, and to accommodate new residents, businesses, and visitors arriving in record numbers due to the City's rapid economic revitalization and transformation, the City is planning to construct the Inglewood Transit Connector Project. The Project is an approximately 1.6-mile elevated fixed-guideway transit system with three stations that will provide direct transit connections to:

- Metro Crenshaw/LAX line, Downtown Inglewood Station
- The Forum
- SoFi Stadium and the Los Angeles Sports and Entertainment District at Hollywood Park
- The Inglewood Basketball and Entertainment Center (IBEC)

The Project incorporates Metro's policies to closing critical first/last mile gaps by extending the Crenshaw/LAX Line to the City's major housing, commercial, entertainment and employment centers.

Over the last year, the City has made significant strides towards the goal of completing the Project before the start of the 2028 Summer Olympics, including:

- issuing a Draft Environmental Impact Report, pursuant to the California Environmental Quality Act (CEQA), for the development of the Project;
- receiving a \$95.2 million grant from the California State Transportation Agency;
- receiving a \$233.7 million commitment from the South Bay Cities Council of Governments of Metro Measure R funds, projected to become available July 2021 as provided in the Board-approved 2020 Measure R Decennial Transfer;

- securing commitments of certain new City revenue streams, which include future ticket tax pledges from the IBEC;
- garnering world class support from key stakeholders, including elected officials, business leaders, community groups, surrounding cities, transit advocates, environmental organizations, labor, and the Los Angeles Olympic and Paralympic Organizing Committee (see Attachment B for a list of additional Project supporters); and
- engaging a multi-disciplinary consulting team for financial, technical, legal, and program management advisory services.

DISCUSSION

As identified by the Los Angeles County Assessor's 2020 Annual Report, the City of Inglewood is the fastest growing city in Los Angeles County (13.6% growth in the last year), with exponential growth in housing and regional employment opportunities. This rapid economic revitalization and historic transformation, with projected significant increases in population, housing, and employment density over the next 20 years will have significant effects on mobility within the City and surrounding subregion. It is critically important that City's residents and visitors have a direct means of connecting to Metro's Metro Crenshaw/LAX line, and Downtown Inglewood Station.

The City identified this urgent need and began investing significant resources in developing the best solution to meet the need several years ago. In 2017, the City contracted with Metro to perform a focused analysis of a 1.2-mile transit connection from the Metro Crenshaw/LAX light rail line to the Inglewood NFL Stadium/Hollywood Park mixed use development, exploring the implementation of a convenient, reliable, high-capacity transit service connecting to the regional Metro Rail system. The study's findings, set forth in the *City of Champions/Inglewood (NFL) Project Focused Analysis of Transit Connection*, dated July, 2017 (the Study), recommended that the City undertake further steps to evaluate potential transit connection projects, select a project to be environmentally cleared pursuant to CEQA and possibly the National Environmental Protection Act, initiate an Enhanced Infrastructure Financing District process, and engage stakeholders and conduct public outreach.

The City followed the Study's recommendations and has been engaged in the recommended activities to the present date. Now, given the progress the City has made, the time has come to put in place a governance structure to facilitate the Project's ownership and operation.

Pursuant to the California Constitution, the City has broad plenary power to establish, purchase and operate public works to furnish transportation to its inhabitants. As a charter city, it has the additional power to develop, operate and maintain transportation equipment and facilities such as the Project, and to join with other public agencies to accomplish the same. Likewise, Metro has the power to provide mass transit guideway projects in Los Angeles County and to participate in a joint powers authority to do so.

After careful study and evaluation, the City and Metro management have determined that the best option for Project governance is formation of a new joint powers authority as a separate legal entity for the sole purpose of developing, owning, financing, operating and managing the Project. To that

end, City and Metro have negotiated the terms and conditions for their formation and participation in the Authority, as set forth in the JPA.

The City is currently carrying out Project planning and development activities which include finalizing CEQA compliance documentation, planning a procurement to award a contract to design, build, finance, operate and maintain the Project (the Project Agreement), and the refinement of a feasible plan of finance and preparation for property acquisition. The City and Metro intend for the City to continue in that role until the Authority is ready to assume such responsibilities, at or about the time that the City completes award of the Project Agreement, and the close of financing for the Project (Project Financial Close).

In furtherance of its development activities, the City is in the process of adopting a Project-specific ordinance to authorize procurement authority of the Project Agreement. As currently envisioned, upon Project Financial Close, the City will transfer the Project Agreement and other essential Project assets to the Authority, and the Authority will assume responsibility thereafter for delivery, operation and maintenance.

Until Project Financial Close, the City and Metro will consult and coordinate regarding Project progress and the tasks being performed and conclusions being derived from key work product. The City will serve as administrator of the Authority, and the Authority will operate with limited and potentially seconded staff necessary to its early activities to establish itself so that it is ready to assume ownership and responsibility for the Project upon Project Financial Close. To this end, any services that Metro staff provide to assist the Authority will be compensated pursuant to a separate agreement between the Authority and Metro.

The JPA provides the terms and conditions for the Authority's establishment and governance. Key terms include:

- The City and Metro are the initial parties to the JPA and Members of the Authority. Additional Members would require amendment of the JPA, and approval by the governing body of each party.
- The JPA creates the Authority as a separate legal entity. To the maximum extent permitted by law, no Member will have liability for the debts, liabilities or obligations of the Authority.
- No Member may be compelled to contribute funding or other resources to the Authority or the Project. Members may make contributions of money or assets and provide loans, or contribute personnel, equipment or property subject to separate agreement between the Member and the Authority, approved by the Member's governing body and the Authority's Board.
- The purpose of the Authority is to carry out the planning, financing, acquiring of property for (including through the exercise of the power of eminent domain as necessary), owning, designing, building, operating, maintaining, repairing, reconstructing and replacing the Project.
- The Authority will be governed by a five-member Board of Directors:

- Two Metro representatives (senior staff members with appropriate expertise appointed by the CEO).
 - Two City representatives (Mayor and councilperson elected by City Council)
 - Los Angeles County Second District Supervisor.
 - Each Director will have an alternate who may act in the Director's absence.
 - City's Mayor will Chair the Board; City Councilperson will be Vice Chair.
 - 3 Directors constitute a quorum for Board action.
 - Except for specified matters of unique and particular significance to the City, listed on Exhibit A of the JPA, a majority vote of Directors present at a meeting is required to pass matters voted on by the Board.
 - Board may establish advisory committees, including community advisory committees that may include key venue stakeholders and members of the public.
 - No Director shall be personally liable on any Authority indebtedness, or subject to any personal liability or accountability by reason of the Authority's obligations.
 - The Authority does not compensate directors and alternate Directors, but Board may authorize reimbursement of direct expenses.
- 30-year term of JPA, with automatic 5-year extensions unless sooner terminated.
 - Authority has power to exercise powers common to the City and Metro to accomplish purposes of the JPA. Specific enumerated powers include:
 - Enter into contracts, including assumption of the Project Agreement and other essential Project assets.
 - Incur debts, liabilities and obligations.
 - Acquire, hold and dispose of real and personal property, infrastructure and equipment.
 - Finance or refinance acquisition of transit equipment.
 - Receive contributions and donations of property, funds, services and assistance.
 - Apply for licenses, grants, loans and other forms of aid.
 - Sue and be sued in its own name.
 - Employ agents and employees.
 - Receive, collect and disburse moneys, including farebox revenue.
 - Contract with a Member to act as an administrator.
 - Consult with and coordinate Project planning with the Members, and owners and operators of destinations within the City.
 - Approve and implement marketing, fare structure and operational policies.
 - Set fare rates and charge fares for ridership on the completed Project.
 - Enter into agreements with Members.
 - Adopt rules, regulations, policies, bylaws and procedures governing operation of the Authority.
 - Support and oppose legislation.
 - Exercise all powers provided in the Joint Powers Act, including those related to

issuance of bonds in Government Code sections 6584 *et. seq.*

- All other powers necessary to carry out the purposes of the JPA.
- Pursuant to Government Code section 6509, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the City and any other restrictions on exercising powers of the Authority that the Board may adopt.
- JPA Board will retain a Chief Executive Officer to oversee day-to-day Authority operations. Other officers include Secretary and Treasurer/Controller.
 - The City's secretary or board clerk serves as Authority's secretary until Board elects its own.
 - The City's Assistant Finance Director serves as the Authority's Treasurer/Controller until Board elects its own.
- The City will serve as Administrator of Authority prior to Project Financial Close, performing such services:
 - Coordination/preparation for Board meetings.
 - Identification of City staff/consultants to provide services to Board.
 - Appointment, employment, management and termination of personnel, contractors and consultants.
 - Provision of legal services to the Authority.
 - Implementing policies, decisions and directions of the Board.
 - Coordinating and conferring with Members' technical staff.
- Authority Board will adopt the annual budget.
- Upon Project Financial Close, the City will transfer to the Authority, and the Authority will accept and assume from City, the Project essential assets, including the Project Agreement and all grant and funding agreements, consultant and advisory services contracts, and all other agreements and real and personal property that are material to the Authority's continued development and management of the Project. Upon such transfer, the City shall have no further rights, obligations or liability arising from such agreements.
- Minimum 18 months prior written notice to withdraw; City has option to purchase Project upon termination.

Consistency with Metro's Equity Platform Framework

To help address disparities in access to opportunities across Los Angeles County, the Metro Board adopted the Equity Platform policy framework in February 2018 and a working definition of Equity Focus Communities in June 2019.

The Project is consistent with Metro's Equity Platform in that the Project alternatives help address accessibility for residential and employment centers in disadvantaged communities, support transit-

oriented community policies, support first/last-mile connections, and investment in disadvantaged communities. In addition, ridership estimates suggest that a large share of the ridership demand will include low-income riders.

To date, the City has conducted robust community engagement and public outreach to all stakeholders in the Project. As of the close of the Project Draft Environmental Impact Report public comment period on February 8, 2021, the City received 73 comment letters from local agencies, organizations and residents. The City has held over 50 community and stakeholder meetings over the past three years. Key stakeholders (see Attachment B) have all expressed support for the Project.

DETERMINATION OF SAFETY IMPACT

The Project will be a world class, state-of-the-art transit connector, designed, built and operated to the highest safety standards. Metro's participation in the Authority will enhance Metro's role in ensuring that its own customers have a safe, optimal experience as they transfer to and from Metro's lines to access destinations in City.

FINANCIAL IMPACT

The JPA does not require Metro to make any capital contributions to the Authority. Any future contributions of capital or services will be made at Metro's discretion, pursuant to separate agreements between Metro and the Authority.

Impact to Budget

Participation in the Authority pursuant to the terms and conditions of the JPA does not impact Metro's budget.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Execution of the JPA and formation of the Authority to collaborate with City in development and operation of the Project, bringing Metro's experience and record of success in development and operation of rail transit projects, will support each of the goals specified in Metro's Vision 2028 Metro Strategic Plan:

- A direct, convenient and environmentally sustainable transit connection, the Project will provide an additional high-quality mobility option, enabling people to spend less time traveling to and from the City's new major employment, commercial, housing and entertainment centers, and will reduce gridlock experienced during major events at SoFi Stadium, the Forum, the Los Angeles Sports and Entertainment District and the Inglewood Basketball and Entertainment Center.
- Participation with the City in a special-purpose entity dedicated to the sole purpose of delivering and operating the Project will enhance Metro's role in ensuring that its customers continue their outstanding trip experience as they transfer from the Metro Crenshaw/LAX line and the Downtown Inglewood Station to and from the Project.

- By supporting the City's economic revitalization and redevelopment, the Project will enhance communities and lives through mobility and access to opportunities.
- Participating in the Authority to deliver and operate a state-of-the-art, sustainable transit connection furthers Metro's goal of transforming LA County through regional collaboration and leadership.
- By joining in governance of the Authority, Metro will play a significant role in ensuring the responsive, accountable and trustworthy governance of the Project.

ALTERNATIVES CONSIDERED

The Board could choose not to approve the recommendation. This is not recommended as Metro's participation in the Authority will enhance the prospects for successful delivery of the Project to provide a critically needed direct transit connection between Metro's network, the soon to be completed regional Crenshaw/LAX line, and key housing and employment centers in a disadvantaged community, and sports and entertainment venues within City, and will facilitate focused and effective collaboration and coordination between the Authority and Metro in delivering this Project in time for the 2028 Los Angeles Olympics.

NEXT STEPS

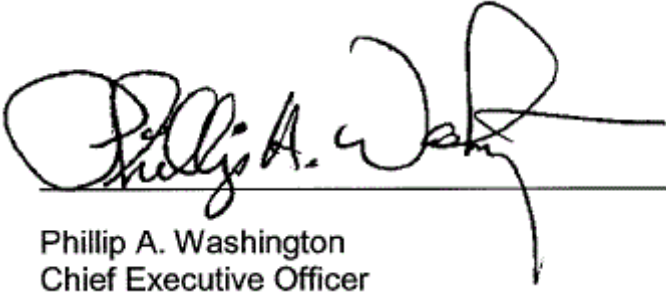
Upon Board approval, Metro staff will continue to assist City in its efforts to advance Project development to demonstrate economic feasibility. Metro's CEO and the City's Mayor will execute the JPA at the appropriate time in this process, whereupon the City and Metro will take the steps required by the Joint Powers Act to formalize formation of the Authority as a separate legal entity.

ATTACHMENTS

Attachment A - Inglewood Transit Connector Joint Exercise of Powers Agreement
Attachment B - Project Supporters

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Phillip A. Washington
Chief Executive Officer

**INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), is made and entered into by and between the CITY OF INGLEWOOD (the “City”), a charter city organized and operating under Article XI of the California Constitution, and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“Metro”), a county transportation authority. The City and Metro are sometimes referred to in this Agreement individually as a “Member” and collectively as the “Members.” Capitalized terms used in the Recitals and not separately defined in the Recitals have the meanings provided in Section 1.1.

RECITALS

- A.** The Members are public agencies sharing various powers under California law.
- B.** The Members desire to use any power common to them to participate jointly in and/or contract with third parties for the design, construction, financing, operation and maintenance of the proposed approximately 1.6 mile Inglewood Transit Connector Project (the “ITC”), an elevated automated people mover to provide a critically needed direct transit connection between Metro’s network, the soon to be completed regional Crenshaw/LAX Line, and key City housing and employment centers, and sports and entertainment venues wholly within the City.
- C.** Section 9, Article XI of the California Constitution expressly provides broad plenary power to any California city to establish, purchase and operate public works to furnish transportation to its inhabitants.
- D.** As a charter city, the City has constitutional home rule power over municipal affairs such as the ITC, as a concurrent, additional and distinct source of power from those set forth in Article XI, Section 9 of the California Constitution.
- E.** The City’s charter powers include the power to design, build, finance, operate and maintain transportation equipment and facilities such as the ITC, and to join with any other city or cities, district or county to accomplish the same.
- F.** Metro’s powers include the power to design, build, finance, operate and maintain public mass transit guideway projects in Los Angeles County pursuant to the Rapid Transit District Law (“Public Utilities Code [“PUC”] §§ 30000 *et. seq.*, the “RTD Law”) and the County Transportation Commissions Act (PUC §§ 130000 *et. seq.*, the “CTC Act”).
- G.** Consistent with the City’s power to furnish transportation to its inhabitants, the RTD Law provides, at PUC § 30367, that the laws governing rapid transit facilities and services shall not be construed as in any way preventing or restricting any city from exercising any powers that it has under Section 9, Article XI of the California Constitution, including, without limitation, establishing and operation of any point to point lines or system of rapid transit in connection with any other transportation services established and operated by such city.
- H.** The Members have determined that a new joint powers authority (the “Authority”) should be formed as a separate legal entity for the sole purpose of developing, owning, financing, operating and managing the ITC.

- I. By participating as Members in a joint powers authority for such purpose the City and Metro will leverage and combine their respective expertise, resources and capabilities for the benefit of the public traveling to, from and within the City.
- J. The Authority will be governed by a Board of Directors that will establish policies, approve agreements, establish fares and, over time, provide direction to its engaged resources.
- K. Taking into account the Project's unique technology, financing and risk challenges, the City concluded that the most cost effective delivery model that will achieve ITC objectives involves the competitive award to a qualified Design-Build-Finance-Operate & Maintain entity of a contract to design, build, finance, operate and maintain the ITC (the "Project Agreement") pursuant to the City's procurement authority.
- L. The City is currently carrying out ITC planning and development and the Members intend for the City to continue in that role until the Project is at the point at which it is prudent for the Authority to assume such responsibilities, potentially on or about the time of the close of financing for the ITC ("ITC Financial Close") and the notice to proceed under the Project Agreement.
- M. At such point the Authority and City will enter into an agreement ("Transfer Agreement") setting forth the terms and conditions under which the City will transfer such responsibilities to the Authority, including the transfer of the City's rights and obligations under the Project Agreement; the other contracts the City has in place for ITC consultant and advisory services and such other assets and funding commitments the City holds that are essential for the Authority to carry out the transferred ITC responsibilities ("Essential ITC Assets").
- N. From the Effective Date of this Agreement (hereinafter defined) until the ITC Financial Close, the Members desire to establish that the City serve as the Authority's Administrator in order to provide consistent project management, financing, legal and vendor contract support, as well as clerk and Treasurer services, and to work with direct Authority hires as they are engaged.
- O. Upon the formation of the Authority, the City and the Authority will enter into an agreement setting forth the terms and conditions pursuant to which the City will use grant funds dedicated to ITC activities to cover allowable costs of the Authority's operations until the transfer of ITC responsibilities to the Authority upon the effective date of the Transfer Agreement.
- P. During this period the Authority, working with the Administrator, will assemble an executive management team capable of assuming as needed responsibility over Authority functions, utilizing a combination of internal staff, some of whom may be Member-seconded, and consultants and contractors with capabilities in specific areas.
- Q. The Members anticipate that the Authority's Board of Directors may establish advisory committees to assist it in carrying out its functions and implementing the ITC, including community advisory committees and technical advisory committees that may include key venue stakeholders and members of the public who are not members of the Board of Directors.

- R. The City is the Lead Agency under CEQA in connection with the consideration and analysis of the environmental impacts of the ITC Project. The City will prepare, process, and complete environmental clearance for the Project pursuant to the California Environmental Quality Act (“CEQA”), any other public review and hearing processes and subject to all applicable governmental approvals.
- S. Because the City has not completed a CEQA review, this Agreement does not constitute or evidence an approval by the Members of, or commitment of the Members to, any action for which prior environmental review is required under CEQA. The City, as the CEQA Lead Agency, retains the absolute discretion to make decisions under CEQA, which discretion includes, without limitation (i) deciding not to proceed with the Project (known as the “no build” alternative), and (ii) deciding to approve the Project and/or any of the agreements contemplated in this Agreement (the Potential Actions”). This Agreement is not intended to evidence an approval or commitment by the Members regarding development of the ITC, and the Members do not intend to enter into an agreement or make a commitment to develop the ITC unless and until the City, as the CEQA Lead Agency, and Metro, as a potentially responsible agency, have considered the impacts of the ITC based upon information resulting from the CEQA environmental review process.
- T. Except for limited purposes required by law and specified in this Agreement, no Member will be required to contribute funds, property or services to the Authority, except as may be established by separate written agreement(s) between a Member and the Authority.
- U. Metro’s funding obligations under the Measure R Decennial Transfer Funding Agreement, consistent with South Bay Cities Council of Governments approval and other sources of funds that are subject to Metro budget approvals, are not modified by this Agreement.
- V. In accordance with the foregoing premises, the Members desire, by means of this Agreement, to establish the Authority as a separate public entity for the sole purpose of undertaking, and/or contracting with third parties for, the planning, design, construction, financing, operation, maintenance, and administration of the ITC following the City’s procurement of the Project Agreement and assignment of the Essential Project Assets to the Authority, and the Authority’s acceptance of the Essential Project Assets and assumption of such responsibilities.
- W. Each Member’s respective Governing Body, has determined independently that the public interest requires, and applicable law permits, entering into this Agreement, and has taken all steps required by law or its procedures, to authorize such Member to execute this Agreement.

NOW THEREFORE, in consideration of the above Recitals and of the mutual promises and agreements contained herein, the Members agree as follows:

**ARTICLE 1
GENERAL PROVISIONS**

- 1.1 **Definitions.** Unless the context otherwise requires, the words and terms defined in this Section 1.1 shall, for the purposes of this Agreement, have the meanings herein specified.

- 1.1.1 **Act** means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.
- 1.1.2 **Administrator** means the Member designated by this Agreement to manage and administer the Authority, or the Board of Directors constituted by this Agreement. If the Member designated by this Agreement is unable or unwilling to act as the Administrator, the Board of Directors shall manage and administer the Authority or appoint officers or employees for such purposes.
- 1.1.3 **Agreement** means this Joint Exercise of Powers Agreement.
- 1.1.4 **Annual Budget** means the budget adopted pursuant to Section 7.2.2 of this Agreement.
- 1.1.5 **Authority** means the Inglewood Transit Connector Joint Powers Authority created by this Agreement, as defined in Recital H.
- 1.1.6 **Board** or **Board of Directors** means the Board of Directors referred to in ARTICLE 2 of this Agreement, which is the governing body of the Authority.
- 1.1.7 **Board Member** means a Director.
- 1.1.8 **Bylaws** means bylaws adopted by the Board for governance of the Authority's day-to-day operations. Each Member shall receive a copy of any bylaws developed and adopted under this Section
- 1.1.9 **City** means the City of Inglewood, a California charter city, organized and operating under Article XI of the California Constitution.
- 1.1.10 **CTC Act** has the meaning provided in Recital G.
- 1.1.11 **Director** means a member of the Board appointed pursuant to Section 2.2 of this Agreement.
- 1.1.12 **Effective Date** means the last date on which all parties to this Agreement have executed the Agreement.
- 1.1.13 **Essential ITC Assets** has the meaning provided in Recital M, and will be defined in more particularity and set forth in the Transfer Agreement to be executed concurrent with ITC Project Financial Close, as further described in Recital M.
- 1.1.14 **Fiscal Year** means the period commencing on October 1 of each year and ending on and including the following September 30.
- 1.1.15 **Governing Body** means, for the City, its City Council; for Metro, its Board of Directors; and for any other public agency, the equivalent policy making body that exercises ultimate decision-making authority over such agency.
- 1.1.16 **ITC** means the Inglewood Transit Connector currently planned to be built and operated pursuant to this Agreement, as further described in Recital B.

- 1.1.17 **ITC Financial Close** means the point in time when the City assigns the Project Agreement and other Essential ITC Assets to the Authority and the Authority assumes full responsibility for the ITC, as further described in Recital L.
- 1.1.18 **Member(s)** means the City and Metro, and any other entity that has been added to this Agreement by a subsequent amendment and that has not withdrawn from the Authority.
- 1.1.19 **Metro** means the Los Angeles County Metropolitan Transportation Authority, a California transit district and county transportation commission.
- 1.1.20 **Metro CEO** means the Chief Executive Officer of Metro.
- 1.1.21 **Project Agreement** has the meaning provided in Recital K.
- 1.1.22 **RTD Law** has the meaning provided in Recital F.
- 1.1.23 **Second District Supervisor** means the member of the Los Angeles County Board of Supervisors representing the Second District of Los Angeles County.
- 1.1.24 **Start-Up Period** means the period of time from the Effective Date until the ITC Financial Close.
- 1.1.25 **Transfer Agreement** has the meaning provided in Recital M.
- 1.2 **Purpose.** This Agreement is made pursuant to the Act by the Members, each of which is authorized to contract with the other. The purposes of this Agreement are to: (1) create the Inglewood Transit Connector Project Joint Powers Authority; (2) provide for the governance and administration of the Authority; (3) undertake to, and/or contract with third parties to, plan for, finance (including issuance of revenue bonds) and/or obtain funding to, design, construct, own, lease, operate, maintain, repair, reconstruct and replace the ITC; (4) coordinate the development of the ITC and connect it with the regional transit system and housing, business, sports and entertainment venues within the City; (5) perform services related to the ITC, or assume obligations of the Members and non-member Agencies specifically related to the ITC and approved by the Board; (6) define the rights and obligations of the Members in connection with the Authority's purposes; and (7) any other purposes authorized by the Act.
- 1.3 **Inglewood Transit Connector Joint Powers Authority Created as Separate Legal Entity.** Pursuant to Government Code sections 6506 and 6507, there is hereby created a public entity known as the "Inglewood Transit Connector Joint Powers Authority." The Authority shall be a legal public entity separate and apart from the Members and shall administer this Agreement as provided herein.
- 1.4 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for an initial minimum term of thirty (30) years, which term shall thereafter automatically extend for successive periods of five (5) years each unless and until terminated by the Members as provided in ARTICLE 8 of this Agreement.

1.5 Powers of Authority.

1.5.1 General Powers. The Authority shall exercise, in the manner herein provided, the powers common to the Members, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement. The Authority shall not possess the authority to compel any of the Members to contribute funding or other resources to the ITC. The goal and intent of the Authority is one of voluntary cooperation among the Members for the collective benefit of the Members, other public agencies and the general public that will result from successful completion and operation of the ITC. Notwithstanding the foregoing, any Member may make contributions of money or assets to the Authority, advance payments of public funds or provide loans to defray the cost of ITC operations or provide operating capital, and contribute personnel, equipment or property to the Authority for the ITC, subject to a separate agreement between the Authority and the Member approved by the Authority's Board of Directors and the Member's Governing Body.

1.5.2 Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

- (a) Make, enter into and assume contracts, including but not limited to accepting and assuming any and all rights and obligations in the Essential ITC Assets, including the Project Agreement,
- (b) Incur debts, liabilities and obligations, provided that no debt, liability or obligation of the Authority shall be a debt, liability or obligation of any Member except as separately agreed to in writing by a Member,
- (c) Acquire, lease, hold, construct, manage, maintain, sell or otherwise dispose of, in whole or in part, land, facilities, appurtenances and other real and personal property and infrastructure and equipment necessary or convenient for the development and operation of the ITC by appropriate means, including through the exercise of the power of eminent domain, and including by acceptance of Essential ITC Assets from the City or third parties,
- (d) Finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the Members,
- (e) Receive contributions and donations of property, funds, services and other forms of assistance from any source,

- (f) Apply for, accept, and receive licenses, and apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, or any other public or private institution,
- (g) Sue and be sued in its own name,
- (h) Employ agents and employees,
- (i) Lease real or personal property as lessee and as lessor,
- (j) Receive, collect, invest and disburse moneys,
- (k) Execute and deliver certificates of participation, issue revenue bonds and issue other forms of indebtedness, as provided for and permitted by law,
- (l) Carry out other duties as required to accomplish its purposes and other responsibilities as set forth in this Agreement,
- (m) With Board approval, assign, delegate or contract with a Member or third party to perform any of the duties of the Board, including but not limited to, acting as an administrator for the Authority,
- (n) Consult with and coordinate, ITC planning and development activities with members of the public, including owners and operators of major destinations within the City,
- (o) Approve and implement all marketing, fare structure and operational policies,
- (p) Set fare rates and charge fares for ridership on the completed ITC, and any other improvements developed by the Authority in carrying out its powers in connection with the ITC,
- (q) Enter into and approve agreements with the Members, including the lease or license of necessary rights in ITC related assets from or to Members, to ensure that the ITC maximizes the usefulness of the resources available to the Authority, and maximizes the usefulness of the ITC facilities for transit operations and pedestrian circulation,
- (r) Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority,
- (s) Support and oppose legislation related to the Authority or the ITC,
- (t) Exercise any and all powers which are provided for in the Act and in Government Code Section 6584 *et seq.*, including without limitation Government Code Section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended, and
- (u) Exercise all other powers necessary and proper to carry out fully the purposes of this Agreement.

- 1.5.3 Additional Powers to be Exercised.** In addition to those powers common to each of the Members, the Authority shall have those powers that may be conferred upon it by law and subsequently enacted legislation.
- 1.5.4 Limitation on Powers.** As required by Section 6509 of the Act, the powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by the City and any other restrictions on exercising powers of the Authority that may be adopted by the Board.
- 1.5.5 Obligations of the Authority.** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any Member unless the Member separately agrees in writing to assume any of the debts, liabilities and obligations of the Authority with the approval of such Member's Governing Body, in its sole discretion. In addition, pursuant to the Act, no Director shall be personally liable on any Authority indebtedness, or subject to any personal liability or accountability by reason of the Authority's obligations.

ARTICLE 2 GOVERNANCE

2.1 Board of Directors.

- 2.1.1 Creation.** The Authority shall be governed by a five-member Board of Directors, which is hereby established and which shall be composed of two representatives from the City, two representatives from Metro, and the Second District Supervisor, as appointed in accordance with Section 2.2.1. The governing board shall be known as the "Board of Directors of the Inglewood Transit Connector Joint Powers Authority." All voting power shall reside in the Board.
- 2.1.2 Modification.** Any change in the size and composition of the Board other than what is described in this ARTICLE 2 shall require an amendment of this Agreement in accordance with Section 8.2.

2.2 Members of the Board of Directors.

2.2.1 Directors and Alternates Appointed.

- (a) The City shall appoint the Mayor and one other member of the City Council to be Directors. Each Director representing City shall appoint an alternate Director.
- (b) The Metro CEO shall appoint two Directors who are Metro senior executive level staff with expertise most valuable for the then applicable stage of development or operation of the ITC. The Chief Executive Officer of Metro shall appoint an alternate Director for each Director representing Metro. The terms served by Directors appointed by Metro shall be determined at the pleasure of the Metro CEO.
- (c) The Second District Supervisor shall be a Director and shall appoint an alternate Director.

- (d) In the absence of the Director, the alternate Directors may vote on matters before the Board, in committees, may chair the Board and committees committee meetings, and may fully participate in discussion and debate during meetings of committees. All Directors and alternates shall be subject to the Board's adopted Conflict of Interest Code.
- (e) Each Member shall determine the term of office for its alternate Directors.

2.2.2 Compensation. Directors and alternate Directors are not entitled to compensation. The Board may authorize reimbursement of expenses directly incurred by Directors or alternate Directors. The Member appointing each Director and alternate may approve the payment of compensation to its appointed Directors and alternates, in which case any such compensation will be solely the responsibility of such Member, and for the avoidance of doubt, shall not be treated as a contribution by such Member to the Authority.

2.3 Powers of the Board. The Board shall have and exercise all the power and authority of the Authority. All Directors are eligible for appointment to one or more committees that the Board may establish pursuant to ARTICLE 2. The Board may in its discretion delegate certain powers to committees but may not delegate the power to amend the Bylaws.

2.3.1 Purposes of the Board. The general purposes of the Board are to:

- (a) Provide structure for administrative and fiscal oversight;
- (b) Retain a Chief Executive Officer to oversee day-to-day operations of the Authority as and when deemed necessary by the Board;
- (c) Identify and pursue funding sources;
- (d) Set policy;
- (e) Maximize utilization of available resources; and
- (f) Oversee all committee activities.

2.3.2 Specific Responsibilities of the Board. The specific responsibilities of the Board shall be as follows:

- (a) Identify ITC needs and requirements;
- (b) Formulate and adopt an annual budget and appropriate funds prior to the commencement of the fiscal year;
- (c) Develop and implement a financing and/or funding plan for ongoing Authority operations and capital improvements, if applicable;
- (d) Retain necessary and sufficient staff and adopt personnel and compensation policies, rules and regulations;
- (e) Implement and administer a workforce policy that promotes a local, sustainable and inclusive workforce;

- (f) Implement and administer policies for procuring contracts necessary to meet operational needs after ITC Financial Close, such as contracts for professional and advisory services, equipment and/or supplies;
- (g) Implement and administer procedures for acquisition of real property, including without limitation, the approval of negotiated right-of-way acquisitions, adoption of Resolutions of Necessity, and approval of settlement agreements, in connection with the exercise of the Authority's power of eminent domain or otherwise;
- (h) Implement and administer rules for the disposal of surplus property;
- (i) Establish standing and ad hoc committees as necessary to ensure that the interests of the Authority and concerns of each Member are represented to ensure effective operational, technical and financial functioning of the Authority;
- (j) Wind up and resolve all obligations of the Authority in the event the Authority is terminated pursuant to ARTICLE 8;
- (k) Address community concerns and concerns of the ITC's customers;
- (l) Conduct and oversee Authority operational audits at appropriate intervals determined by the Board;
- (m) Arrange for an annual independent fiscal audit;
- (n) Adopt such Bylaws, rules and regulations as are necessary or desirable for the Authority to govern its day-to-day operations and to achieve the purposes hereof; provided that nothing in the Bylaws, rules and regulations shall be inconsistent with this Agreement. Each Member shall receive a copy of any Bylaws, rules and regulations adopted under this Section;
- (o) Establish a fare setting mechanism and implement a fare structure for ridership on the completed ITC; and
- (p) Discharge other duties as appropriate and/or required by law, including by delegation of powers that may be delegated lawfully to Members or third parties to carry out on behalf of the Board. However, the Board may not delegate its power to adopt or amend Bylaws.

2.4 Ex Officio Members. The Board may provide in Bylaws adopted pursuant to Section 2.3(n) for ex officio members or alternates to participate in meetings of the Board. Any ex officio member or alternate shall not be entitled to vote, shall not be counted toward a quorum of the Board, and shall serve without compensation from the Authority.

2.5 Start-Up Period. During the Start-Up Period, the City shall continue to act on its own behalf in conducting activities that the City considers necessary and appropriate to achieve ITC Financial Close, including but not limited to completing the environmental review process, conducting community outreach, pursuing public and private financing opportunities, and procuring the Project Agreement. As provided in Section 4.7 of this

Agreement, prior to ITC Financial Close, the City, when acting as the Authority's Administrator, will provide such limited services to the Board as are necessary for the Board to carry out the Authority's purposes during the Start-Up Period.

During the Start-Up Period, the Board shall, without limitation, have the duties to:

- (a) Obtain financing and/or funding necessary to support its Start-Up Period activities and working capital needs;
- (b) Evaluate the need for, acquire and maintain insurance;
- (c) At the appropriate time(s), consider and take action on the execution of agreements with Members for the Members' provision of services and and/or personnel to the JPA;
- (d) At the appropriate time(s), consider and take action on consulting and services agreements related to the Authority's start up and implementation activities, subject to the City advancing payment pursuant to separate agreement between the Authority and City; and
- (e) At the appropriate time(s), consider and take action on the assumption of the City's rights and obligations with respect to the ITC Essential Assets and acceptance of title to or ownership of ITC Essential Assets.

ARTICLE 3 MEETINGS OF THE BOARD

3.1 Meetings.

- (a) All regular meetings of the Board shall be held in the State of California at the principal office of the Authority or such other places in the State as determined by the Board. When authorized by law or executive order, the Board may hold its meetings via teleconferencing during any period in which state or local public health authorities have imposed or recommended social distancing measures.
- (b) The Board shall provide for regular meetings provided that it shall hold at least one regular meeting in each quarter of each year and such further meetings as may be reasonable depending upon the Authority's business needs. The dates upon which and the hour and place at which regular meetings shall be held shall be communicated in a timely manner to each Member.

3.2 Ralph M. Brown Act. All meetings of the Board and its standing committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing with Section 54950 of the Government Code.

3.3 Voting. Each Board Member shall have one vote. Except as otherwise provided by law or by this Agreement, all actions of the Board shall be approved on the affirmative vote of a majority of the Members of the Board.

- (a) Matters that may come before the Board that uniquely affect the City, such as matters concerning the exercise of the power of eminent domain to acquire property within the City, the location of stations and connections between the ITC and Metro's transit facilities, closing and rerouting of traffic within the City for the ITC, the definition of ITC Essential Assets and the scope of the title to such ITC Essential Assets that the City will assign to the Authority, and similar matters with significant impact on the legal rights to assets associated with the ITC acquired by the City, shall require the affirmative vote of the Directors representing the City.
- (b) A list of specific matters that shall require the City's affirmative vote is set forth in Exhibit A hereto.

3.4 Quorum. Three Members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

3.5 Board Action. The Board may act by ordinance, resolution or motion. Unless otherwise provided in the Bylaws, ordinances shall not be required to be introduced and adopted at separate meetings of the Board. The enacting clause of all ordinances shall be, "The Board of Directors of the Inglewood Transit Connector Joint Powers Authority does ordain as follows."

3.6 Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director, each alternate Director, and to each Member.

ARTICLE 4

INTERNAL ORGANIZATION; OFFICERS AND EMPLOYEES OF THE AUTHORITY

4.1 Officers and Employees. The officers of the Authority are the Chair, Vice Chair, Chief Executive Officer, Secretary, Treasurer/Controller and such other officers with titles and duties as shall be determined by the Board as and when the Board determines such officers are necessary and appropriate to carry out the Authority's purposes. Any number of offices may be held by the same person, provided that the Chair and Vice Chair shall not also serve as the Treasurer. As provided in Section 6505.5 of the Act, the Board may authorize the Treasurer of one of the Members to serve as the Treasurer, provided that the funds of the Authority are kept in accounts separate from those of that Member.

4.2 Chair. The Mayor of the City shall be the Chair of the Board.

4.3 Vice-Chair. The City's Director of Public Works shall be the Vice Chair of the Board.

4.4 Chief Executive Officer. The Authority shall employ a Chief Executive Officer to carry out the Board's policies, purposes and goals. The Chief Executive Officer shall report directly to the Board and shall:

- (a) Serve as the Board's chief advisor on all policy and operational issues,
- (b) Recommend policies to the Board and then implement policies approved by the Board,

- (c) Prepare an annual budget for approval by the Board, and
- (d) Take all personnel actions, consistent with the policies of the Board and applicable law, with respect to all other employees.

4.5 Secretary. The Authority's Secretary shall be the Administrator's secretary or board clerk, or his or her designee, unless the Board elects to appoint as the Secretary another individual of its own choosing. If the Board does not elect to appoint another individual of its own choosing as the Secretary, the Secretary shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing board or management-level employee. The Secretary shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as specified by the Administrator pursuant to a written agreement between the Authority and the Administrator. If the Board elects to appoint another individual of its own choosing, the Secretary shall perform such other duties as the Board of Directors specifies.

4.6 Treasurer/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Authority's Treasurer/Controller shall be the City's Assistant Finance Director, unless the Board elects to appoint as the Treasurer Controller another individual of its own choosing. The Treasurer/Controller shall have authority as is delegated to it by the Board. The Treasurer/Controller shall be the depository and have custody of all money of the Authority, from whatever source, and shall have all the duties and obligations set forth in Sections 6505 and 6505.5 of the Government Code. The offices of Treasurer/Controller may be held by separate individuals, or combined and held by one individual as the Board may elect. If the Board does not elect to appoint another individual of its own choosing as the Treasurer/Controller, the Treasurer and Auditor/Controller shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing board or management-level employee.

4.7 Other Employees/Agents. The Board shall have the power by resolution to hire employees or appoint or retain such other agents, including officers, loan-out employees or independent contractors, as may be necessary or desirable to carry-out the purposes of this Agreement, pursuant to the terms and conditions adopted by the Board.

4.8 Administrator. Upon ITC Financial Close, the Board shall serve as the Administrator.

During the Start-Up Period, the City shall serve as the Authority's Administrator, unless and until the Board elects to administer this Agreement on its own behalf or appoints officers or employees to do so. As Administrator, the City shall perform services reasonably necessary for the management and administration of the Authority during the Start-Up Period, including but not limited to:

- (a) Coordinating and preparing for Board meetings,
- (b) Identifying key City staff and consultants who will provide services to the Board and the Authority on behalf of the City as the Administrator, including staff who shall serve as Secretary and Treasurer in accordance with the directions given by the Board,

- (c) Being responsible for the appointment, employment, management and termination of any personnel, contractors or consultants providing services to the Authority including, but not limited to, contractors and consultants necessary to prepare the Authority to assume its responsibilities with respect to delivery and operation of the ITC following the ITC Financial Close,
- (d) Providing legal services to the Authority,
- (e) Implementing the policies, decisions and directions of the Board, and
- (f) Coordinating and conferring with the Members' technical staff.

For purposes of clarification, the agreements and employment relationships referenced in clause (c), above, are agreements and employment relationships directly between the Authority and the agreement counter-parties, or employees. For purposes of its role as developer of the ITC prior to ITC Financial Close, the City shall enter into those agreements and employment relationships as it deems necessary on its own behalf, and assignment to and assumption by the JPA of such agreements and employment relationships shall be subject to both the City's and the JPA's approval of the transfer agreement effecting such assignment and assumption. The terms and conditions pursuant to which the Authority shall compensate the City for performance of services as Administrator shall be set forth in a separate services agreement between the Authority and the City. In performing services as Administrator, the City shall be an independent contractor and not an employee of the Authority. No employee or agent of the City shall become an employee of the Authority by virtue of performing interim administrative services. The City employees or agents assigned to provide services shall remain under the exclusive control of the City.

The Authority shall defend, indemnify and hold harmless the City and its officials, officers, employees, contractors, agents and authorized volunteers from any and all claims, demands, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, arising from or related to the City's performance of services as the Administrator.

If the City is still serving as the Administrator when ITC Financial Close occurs, then upon the ITC Financial Close, the City shall cease to be the Administrator, and the Board shall be the Administrator.

4.9 Official Bond. Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall file an official bond with the Board in an amount to be fixed by the Board. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

4.10 Status of Officers and Employees. In accordance with Government Code section 6513, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while

engaged in the performance of any of the functions or other duties under this Agreement. None of the officers, agents or employees appointed by the Board shall be deemed, by reason of their employment by the Board, to be employed by any of the Members, or by reason of their employment by the Board, to be subject to any requirements of such Members.

ARTICLE 5 COMMITTEES

- 5.1 Committees.** The Board of Directors, by a majority vote, may form committees for any purpose that the Board deems appropriate to assist the Board in carrying out its functions and implementing the provisions of this Agreement and the ITC. Such vote shall designate the criteria to qualify for appointment on said committees, the method for appointing committee members, the scope of the duties and responsibility of the committee, whether the committee is a standing or ad hoc committee, rules, regulations, policies, or procedures to govern such committees and whether members shall be compensated or entitled to reimbursement for expenses, and such other matters as the Board may deem appropriate. Committees, unless otherwise provided by law, this Agreement, the Bylaws or direction of the Board, may be composed of Directors, alternate Directors and non-Directors.
- 5.2 Community Advisory Committee.** The Board may establish a Community Advisory Committee comprised of non-Board members, with the primary purpose of advising the Board and providing a venue for ongoing citizen support and engagement in the strategic direction, goals and programs of the Authority. The Community Advisory Committee, if established, shall be advisory only, and shall not have decision-making authority, nor receive any delegation of authority from the Board. Each Member may nominate a committee member(s) and the Board shall determine the final selection of committee members.
- 5.3 Meetings of Advisory Committees.** All meetings of the standard committees and committees consisting of a quorum of the Board of Directors shall be held in accordance with the Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the Bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each committee may adjourn meetings from time to time. As soon as practicable, but no later than the time of posting, the Secretary of the committee shall provide notice and agenda to each Member, Director(s) and alternate Director(s).
- 5.4 Officers of Advisory Committees.** Unless otherwise determined by the Board, each committee shall choose its officers, comprised of a Chair, a Vice Chair, and a Secretary.

ARTICLE 6 PROJECT COORDINATION

- 6.1 Coordination with the Members.** The Members may convene their respective staffs to review issues associated with the Project and the other purposes of this Agreement from time to time. If authorized by a written agreement between the Authority and a public agency, which is not a Member, or authorized by the Board, a non-Member may designate a representative to review such issues with staff of the Members as appropriate.

ARTICLE 7 FINANCES

7.1 **Fiscal Year.** The Fiscal Year of the Authority shall be as defined in Section 1.1 of this Agreement.

7.2 **Annual Budget.**

7.2.1 **Interim Budget.** The Board shall, within 120 days of the Effective Date of this Agreement, approve an interim budget, which shall constitute the operating budget until the Annual Budget is adopted. The Board may revise the interim budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses

7.2.2 **Annual Budget.** Annually, prior to [July 1] of each year, the Board shall adopt a budget for all expenditures to be made by the Authority during the upcoming Fiscal Year. The Annual Budget shall reflect the Board's budget and expenditure plan based on annual projections of funding sources and uses for the upcoming Fiscal Year. The budget shall include separate components for administrative, operations and capital costs anticipated to be incurred by the Authority during the fiscal year. Each Annual Budget shall be adopted and shall be effective on the affirmative vote of a majority of the Directors.

7.2.3 **Contingencies and Unexpected Expenses.** The Board may revise the interim budget and annual budget from time to time as reasonably necessary to address contingencies and unexpected expenses.

7.3 **Funds, Accounts and Reports.** There shall be strict accountability of all funds and reporting of all Authority receipts and disbursements.

7.3.1 **Sources of Funds.** The Authority shall arrange for the receipt of funds from any sources available to the Authority that are necessary and appropriate for the conduct of the Authority's activities. Funds may be received directly, or through pledges of funds from other public agencies. Members shall not be required to make any financial contributions or payments to the Authority, or to contribute to the cost of operating and maintaining the ITC, and the Authority shall have no right to require such a contribution or payment unless expressly set forth herein, such as provided in Section 8.6 with respect to retirement benefits upon termination, or except as otherwise required by law. Notwithstanding the foregoing, a Member may volunteer to provide, or negotiate terms with the Authority to provide the following:

- (a) contributions from its treasury for the purposes set forth in this Agreement;
- (b) advances of public funds to defray the cost of the purposes of the Agreement and Authority, such advances to be repaid as provided by written agreement; or
- (c) its personnel, equipment or property in lieu of other contributions or advances.

Any agreement with the Authority to provide any of the above-referenced contributions or payments shall require a vote of the Board. No Member shall be required, by or for the benefit of the Authority, to adopt any local tax, assessment, fee or charge under any circumstances.

- 7.3.2 Accounts.** Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into separate accounts established by the Authority in its own name, and not commingled with funds of any Member or any other person or entity. The Authority may expend its funds in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.
- 7.3.3 Reports.** The Treasurer shall, within one hundred and eighty (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such Fiscal Year to the Board and to each Member. The Authority's books and records shall be open to inspection at all reasonable times by representatives of each Member. The Treasurer shall prepare and provide such additional reports, including audited financial statements and ongoing disclosure reports, as are required by separate agreements entered into by the Authority. Annual financial statements shall be prepared in accordance with Generally Accepted Accounting Principles of the Governmental Accounting Standards Board.
- 7.4 Payments and Advances.** No expenditures in excess of those budgeted and appropriated shall be made unless otherwise approved by the Authority's Board.
- 7.5 Audit.** In accordance with Sections 6505 through 6505.6 of the Government Code, the Treasurer shall cause an annual audit of the accounts and records of the Authority to be made and reported. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination.
- 7.6 Procurement Methods.** The Board may adopt, implement and administer such policies relating to procurement of services, equipment, supplies and other materials needed to accomplish the purposes of this Agreement.
- 7.7 Cost Reimbursement.** The Authority shall, to the extent allowed by law or outside funding sources, reimburse each Member for its individual contributions toward technical, engineering, environmental, financial, permitted, and other pre-procurement activities associated with the ITC prior to execution of the Project Agreement.
- 7.8 Agreement to Transfer and Accept ITC.** Upon the ITC Financial Close, the City will transfer and assign to the Authority, and the Authority will accept and assume from the City, the ITC Essential Assets, including but not limited to the Project Agreement and all grant and funding agreements, consultant and advisory services contracts, and all other agreements and real and personal property that the City has determined and the Authority agrees are material to the Authority's continued planning, design, construction, financing, owing, leasing, operation, maintenance, repair, and/or replacement of the ITC. Upon such assignment and assumption, the City shall have no further rights, obligations or liability arising under any of the foregoing agreements.

- 7.9 **Excess Operating Revenues.** If the ITC's fare box revenues exceed the Authority's operating and maintenance expenses in a Fiscal Year, all reserve accounts are fully funded, and all obligations to persons having priority for distributions or allocations of cash from operation of the ITC have been satisfied, the Authority may use the excess revenues for purposes relating to and supporting City's facilitation of transportation-related services within the City.

ARTICLE 8 AMENDMENT/TERMINATION

- 8.1 **Duration and Termination.** This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by the mutual written consent of all Members. If there are only two Members and one Member intends to withdraw, the other Member's written consent to terminate this Agreement shall not be unreasonably conditioned or delayed, provided that the Member wishing to terminate its membership in the Authority shall give at least eighteen months' written notice to the Authority. Notwithstanding the prior provisions of this Section 8.1, this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority.
- 8.2 **Amendment.** This Agreement may be amended at any time by the written consent of the Governing Body of each Party hereto.
- 8.3 **Successor Statutes.** All statutes cited herein shall be deemed to include future amendments and/or successor statutes.
- 8.4 **Admission to Membership.** Any public agency that has not executed this Agreement on or before the Effective Date may be admitted to membership upon the unanimous approval of the Directors appointed by the City and Metro, payment of costs of preparation of any necessary documents, and execution by such public agency and all Members of an amendment to this Agreement providing that such public agency shall be a party to the Agreement and added as a Member of the Authority.
- 8.5 **Withdrawal.** Notwithstanding any other provision of this Agreement, any Member may withdraw from the Authority by providing the Authority with at least 18 months' written notice of its intent to withdraw. A withdrawal from the Authority constitutes a withdrawal of that Member's representatives from the Board of Directors. If at any time there are only two Members, any desired withdrawal shall be subject to the termination provisions of this Agreement.
- 8.6 **Effect of Withdrawal.** Subject to Section 9.2 hereof, the withdrawal of a Member shall not terminate its responsibility to contribute its share, if any, of any obligation incurred by the Authority through the date of withdrawal, or to perform any other obligation arising from a separate agreement or other legally binding obligation created through the date of withdrawal, including amounts determined by the Board for future obligations arising from retirement benefits for past and existing employees of the Authority, if any.
- 8.7 **Purchase Option.**
- 8.7.1 Upon termination of this Agreement, but prior to disbursement of any assets of the Authority, the City shall have the option, exercisable in its discretion, to purchase

the ITC, in whole or in part, for the lesser of fair market value or the outstanding financial obligations of the terminating or withdrawing Member(s) at the time of the exercise of the option, by providing the Authority and other Members with one hundred twenty (120) days' notice in advance of termination. As soon as practicable after receipt of the City's notice, the Authority shall notify the City of the Authority's reasonable determination of the amount of the purchase price for the ITC assets, including a detailed calculation of such fair market value, which valuation shall be based upon commonly accepted appraisal methodologies used by professional financial advisors to value P3 transportation infrastructure projects in similar urban areas in the United States. Upon mutual agreement on a purchase price determined under this section and payment thereof, the Authority will sell, assign, transfer, convey and deliver to the City all of its right, title and interest in the purchased assets. The City shall receive a credit against the purchase price for the time-adjusted value of the assets that the City contributed to the Authority for ITC purposes, and for the reasonable cost of all obligations to be assumed by the City in connection with the Authority's assignment of the ITC to the City.

8.7.2 Subject to applicable law, the City shall also have the option, exercisable in its discretion, to purchase any ITC Assets that the Board deems surplus and unnecessary for the ITC. Such purchase option for surplus property shall be on the same terms and conditions set forth in Section 8.7.1, provided that the City shall give the Authority written notice of the City's intent to exercise such purchase option within no more than forty- five (45) days following the Board's determination to dispose of such excess property.

8.8 **Disbursement.** Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, and resolution of any purchase option exercised by the City, all remaining assets of the Authority shall be disbursed among the Members, including any Members that previously withdrew from the Authority. Real and personal property assets shall first be returned to the Member who contributed them. Remaining assets shall be divided pro rata among the Members in accordance with and proportionate to their respective contributions (including payments for services received and the fair market value of any real or personal property at the time when the Member transferred such property to the Authority) made during the term of this Agreement, if feasible to do so. Remaining assets may be sold to the highest bidder, in which case each of the Members shall have a right of first refusal. The Board may, in its discretion, and only by unanimous vote of the then-current Directors immediately prior to termination of this Agreement, distribute assets without regard to a Member's respective contributions.

ARTICLE 9 SPECIAL PROVISIONS

9.1 **Insurance.** The Authority shall maintain types and levels of insurance coverage for the Authority as the Board determines to be reasonably adequate. The Members shall be named additional insureds on the Authority's general commercial liability insurance and automobile liability insurance policies, and such other policies with respect to which such coverage is available.

9.2 **Liability of Authority, Board, Officers, Employees.** Pursuant to Government Code Section 6508.1, with the exception of retirement liabilities of the Authority, the debts,

liabilities, and obligations of the Authority, whether they sound in tort, contract or otherwise, shall not be the debts, liabilities and obligations of any of the Members or any of their respective members, officers, directors, employees or agents. Without limiting the Authority's commitment to ensure that the ITC operates with the utmost care and diligence in transporting passengers, The Authority, its Members, Directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistakes of judgment or any other action made, taken or omitted by them in good faith, nor for any action with reasonable care, nor for loss incurred through investment of joint powers agency funds, or failure to invest. No Member, Director, alternate Director, officer or employee shall be responsible for any action taken or omitted by any other director, officer, employee, staff member or agent. No Member, its directors, council members, officers, or employees, or any of Authority's Directors, officers, employees, staff members or agents shall be responsible for any action taken or omitted by any other Member, or its directors, officers, council members, employees, staff members or agents. The Authority, its Members, Directors, officers, and employees shall be entitled to all immunities provided by law, for actions taken in good faith, without malice or fraud.

9.3 Retirement System. The Authority shall not provide retirement benefits for its Directors, alternate Directors, officers, or employees without the written consent of each Member, which shall not be unreasonably withheld, conditioned or delayed.

9.4 Indemnity. The Authority shall indemnify, defend and hold harmless the Directors, alternate Directors, the individual Members, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission of the Authority related to this Agreement, except such loss or damage which was caused by the willful misconduct of the Board of Directors, any individual Member, or their members, officers, directors, employees and agents. The Authority's duty to indemnify each Member pursuant to this Agreement shall survive that Member's withdrawal from the Agency.

9.5 Conflict of Interest Code. The Authority shall adopt, by resolution, a conflict of interest code as required by law.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Dispute Resolution. The Members and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member or the Members and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Member or Members and the Authority. The Parties agree that each Party may specifically enforce this section. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 60 days after the demand for mediation is made, any Member and the Authority may pursue any remedies provided by law.

10.2 Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the

Agreement or the application of such provisions to any other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsection sentences, clauses or phrases or the application thereof might be held invalid.

- 10.3 Notices.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to the respective Members, as follows:

CITY OF INGLEWOOD:
City Clerk
One Manchester Blvd.
Inglewood, CA 90301

With copy to:
City of Inglewood City Attorney
Suite 860
One Manchester Blvd.
Inglewood, CA 90301

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY:

Metro Chief Executive Officer
One Gateway Plaza, 25th Fl.
Los Angeles, CA 90012

With copy to:

Metro General Counsel
One Gateway Plaza, 24th Fl.
Los Angeles, CA 90012

The Members may from time to time change the address to which notice may be provided by providing written notice of the change to the other Members.

- 10.4 Consent.** Whenever in this Agreement or in any amendment thereto, consent or approval is required, the same shall not be unreasonably withheld.
- 10.5 Other Agreements Not Prohibited.** Other agreements by and between Members as other than as parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.
- 10.6 Section Headings.** The section headings herein are for convenience of the Members only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

- 10.7 **Laws of California.** This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.
- 10.8 **Construction of Language.** It is the intention of the Members that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
- 10.9 **Cooperation.** The Members recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement.
- 10.10 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members.
- 10.11 **Enforcement.** The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to seeking injunctive relief and specific performance, necessary or permitted by law to enforce this Agreement.
- 10.12 **Integration.** This Agreement constitutes the full and complete Agreement of the Members.
- 10.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the Members have caused this Joint Exercise of Powers Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set forth below, making the same effective on the date signed by the last of all Parties hereto.

CITY OF INGLEWOOD

By: _____
James T. Butts, Jr., Mayor

Date: _____

ATTEST:

By: _____
Aisha L. Thompson, City Clerk

APPROVAL AS TO FORM:

KENNETH R. CAMPOS
City Attorney

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington, Chief Executive Officer

Date: _____

APPROVAL AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

Ronald W. Stamm
Principal Deputy County Counsel

EXHIBIT A

MATTERS REQUIRING AFFIRMATIVE VOTE OF DIRECTORS APPOINTED BY CITY

Board action on the following matters shall require the unanimous affirmative vote of City-appointed Directors:

1. Actions that would affect the ITC Project in a manner requiring supplemental environmental analysis, entitlements, approvals or discretionary, non-ministerial permits.
2. Actions that would create or allow use of any Essential ITC Project Assets that City transferred to the JPA for any purpose other than those strictly necessary for construction, operation and maintenance of the ITC Project.
3. Actions that would result in the disposition to any person other than City of any ITC Essential Assets.
4. Actions that would require the permanent or temporary closure of any lanes of traffic or pedestrian or bike pathways in the City
5. Actions that would require variances from noise and sound regulations applicable to construction and operation of equipment in the City.
6. Actions that directly would result in the termination of any transportation service currently available within the City.
7. Actions that would eliminate or reduce previously approved and scheduled service of the ITC Project to any location within the City (which, for the avoidance of doubt, includes approval of change orders that authorize departures from performance-based criteria required under the Project Agreement).
8. Actions that would initiate or authorize settlement of any litigation in a manner that would affect any of the actions included on this Exhibit A.
9. Actions with respect to any matter that directly would result in a change in the physical character of the area of the City immediately adjacent to the ITC Project right of way.
10. Actions that would result in early termination of any contract that City assigned to JPA.
11. Action to terminate the ITC Project.
12. Action to initiate the acquisition of any additional property rights for the ITC Project (whether on a voluntary or eminent domain basis, and whether involving an easement, restriction, fee interest, air rights parcel interest, or any other form of property right).

ATTACHMENT B

PROJECT SUPPORTERS

- State Senate and Assembly representatives for the City of Inglewood
- Assemblywoman Autumn R. Burke, 62nd District
- Senator Steven Bradford, 35th District
- Councilman Mark Ridley-Thomas, Council District 10, City of Los Angeles
- Supervisor Janice Hahn, Fourth District
- Supervisor Hilda L. Solis, First District
- Mayor James T. Butts, Jr., City of Inglewood
- Councilman George W. Dotson, Council District 1, City of Inglewood
- Councilman Alex Padilla, Council District 2, City of Inglewood
- Councilman Eloy Morales, Jr., Council District 3, City of Inglewood
- Councilman Ralph L. Franklin, Council District 4, City of Inglewood
- Mayor Drew Boyles, City of El Segundo
- Casey Wasserman, Chairperson, LA 2028
- Stadco LA, LCC, owner of SoFi Stadium
- Los Angeles Rams
- Los Angeles City Council
- City of El Segundo
- Los Angeles Chargers
- Los Angeles County Metropolitan Transportation Authority
- Southern California Association of Governments
- Los Angeles World Airports
- University of California, Los Angeles
- Los Angeles/Orange Counties Building and Construction Trades Council
- Coalition for Clean Air
- Southwest Regional Council of Carpenters
- Move LA
- Los Angeles Cleantech Incubator
- Champions for Progress
- Faithful Central Bible Church
- Gateway Los Angeles
- The Inglewood Airport Area Chamber of Commerce

- LAX Coastal Chamber of Commerce
- The NAACP Inglewood Chapter
- The Renaissance HOA
- South Bay Cities Council of Governments
- St. John Chrysostom Catholic Church and School
- Thomas Uwal, Transit Services Operations Manager, City of Inglewood
- Century Heights Neighborhood Watch Association
- Ironworkers Local 433
- I.U.O.E. Local Union No. 12
- Laborers Local 300- LiUNA
- United Association Local Union 250
- Painters & Allied Trades, District Council 36
- United Association Local 398
- Van Wick Block Club Aero Collective
- A Toast to Artistry
- Doppelmayr
- Eye on Inglewood
- FastSigns Inglewood/LAX
- Glaser Weil
- Hilltop Coffee + Kitchen
- Jamz Creamery
- Legatum Holdings LLC
- Miracle Theater
- R. Hicks Realty
- The Sanniche Shoppe
- Three Weavers Brewing Company
- Toragrafix
- WLM Financial



Board Report

File #: 2021-0074, **File Type:** Informational Report

Agenda Number: 43.

**EXECUTIVE MANAGEMENT COMMITTEE
MARCH 18, 2021**

SUBJECT: FARELESS SYSTEM INITIATIVE UPDATE

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE status report on Fareless System Initiative Update

ISSUE

On August 27, 2020, Metro CEO Phil Washington announced the formation of the Fareless System Initiative (FSI) Task Force to identify challenges and offer recommendations on how best Metro can implement fareless transit for all riders on Metro buses and trains. This report serves as the second update to the Metro Board of Directors on the Fareless System Initiative.

BACKGROUND

Prior to the pandemic induced decline in transit ridership, almost 70% of Metro customers were either very low or extremely low income. Removing the financial barrier posed by transit fares is a significant step in improving the equity of access to Metro's transit system. Additionally, a fareless system will also contribute to the post COVID-19 economic recovery in Los Angeles County, support the reduction of greenhouse gas (GHG) emissions, attract riders back to the system, and lessen both fare related disputes and the costs associated with fare collection and enforcement.

DISCUSSION

The 19-member FSI Task Force has been working with Metro staff throughout the agency, and with local and municipal transit operators, to identify the challenges of implementing a fareless system. As a result of this effort, the Task Force has identified a leading concept for a fareless pilot. The leading concept is a Metro-only 18-month phased pilot that would begin in January 2022 with low-income riders and expand to all K-12 students in August 2022. Throughout the study period, the Task Force has held regular meetings with a Regional Ad Hoc Committee that included representatives from other transit operators throughout the region. Additional Ad Hoc Committee Meetings will be held to coordinate with regional transit operators as the project moves forward.

Over the next two months, the Task Force will continue to conduct outreach, finalize pilot funding

recommendations and the study report document, and refine potential pilot implementation strategies. The draft report document will then be brought to the Board for consideration in April and the final will be brought in May 2021.

Ongoing efforts of the Task Force include:

1. Communications and Public Outreach

During the month of March and April, Metro is sharing updates on the Fareless System Initiative and collecting feedback. Through a series of presentations at each Metro Service Council and a countywide telephone town hall on March 31st, Metro will continue to listen to public input and provide an update to the Board.

2. Paying for the Pilot Staff is examining a wide array of possible funding opportunities. These range from securing Federal Department of Transportation assistance under already existing programs; new legislation in support of fareless experiments; examining the possible reprogramming of Federal and State funds now available to Metro; and new sources of revenue through partnerships with public and private entities across Los Angeles County.

This is a major priority for staff at Metro, and a range of possible funding sources is anticipated and will be brought to the Metro Board of Directors for consideration at the Board's April 2021 meeting.

3. Fareless System Initiative (FSI) Report The FSI Task Force is incorporating task force analyses done over the past several months into a comprehensive report, so that all interested stakeholders can see the full array of interrelated issues that must be addressed in order to launch such an initiative. In addition, the report document will be a valuable and necessary asset to Metro in seeking funding from partners at various levels of government in the months ahead.

4. Implementation Preparation Successfully carrying out a pilot fareless program requires enormous internal and external teamwork and coordination. The FSI Task Force is now beginning to turn beyond research and analysis that has been the focus to date, to the many actions needed to implement the pilot program. Preparation efforts include the start of engagement with Metro's labor unions, who are a critical component for successful implementation of the program. Metro's Labor Relations team is collaborating with the Task Force to set up meetings with each union. Similar to the Task Force's work with the service councils, the overall goal of this engagement is to share information and seek their input and perspective to inform implementation planning.

One of the noted challenges of implementation will be identifying eligible participants for the program and enabling their fareless access to the system in a streamlined and timely process. Metro must build on the existing LIFE and Reduced Fare (RF) programs by collaborating with social services agencies and community-based-organizations to successfully synchronize efforts and increase participation. Work has already begun between Metro's TAP Office and the City of Los Angeles' Angeleno Connect program to ensure compatible technology between the two programs. Metro will continue to work with other governmental social services agencies and community benefits organizations to build out partnerships and will ensure that

immigrants, undocumented individuals, and persons experiencing homelessness are included.

5. Impediments to Implementing Fareless for K-12 and Community College Students in August 2021

At the February 2021 Board of Director's Meeting, Metro Board Chair Mayor Eric Garcetti, asked staff to look at what the impediments would be to implement fareless for students in Community College and LAUSD the start of the 2021 school year and report back in March what would it take to begin that phase in 2021.

The leading concept of the FSI pilot program includes adding all K-12 students to the pilot in Fall 2022. College students were not included in the initial proposal because as a group their income levels are slightly higher and the FSI project is focused on reaching the families in greatest need first. In addition, this shift of income levels of the included groups would have an effect on the Title VI analysis required by the FTA, which requires Metro to analyze the impact of fare changes on low-income communities. It is important to note that all low-income students (K-12 and college) and their households would qualify for the low-income pilot proposed to begin in January 2022 and continue through June 2023.

Per Metro's Office of Management and Budget (OMB), there were approximately 26 million K-12 boardings in FY19, with 20 million of those being paid with cash at \$1.00 per boarding, for a total of \$27 million in fare revenue. Based on data from LADOT's free DASH to Class Program and Sacramento's free student program, student ridership has been shown to increase over 100% once fares become free. That could translate to lost fare revenue of \$54 million per year (\$4.5 million per month). However, in the K-12 U-Pass Program Pilot Program, 40% of students who registered self-reported that they were already using K-12 reduced fare and 54% said they were paying by full fare. This suggests that the actual lost fare revenue could be higher, because students paying full fare are not taken into account in the K-12 fare revenue totals above.

There are currently 1.4 million K-12 students in LA County that are already slated to be included in the FSI Pilot. According to the California Department of Education, approximately 990,000 (69%) are low-income and qualify for free and reduced lunch program and would also qualify for the low-income portion of the FSI Pilot in January 2022. If these students were to participate in the FSI Pilot 5 months earlier in August 2021, the additional cost would be approximately \$15.5 million ($\$4.5 \text{ million} \times 69\% \times 5 \text{ months}$). If the remaining 31% of students not designated as low-income, who are slated to join the FSI Pilot in August 2022, were moved up to August 2021, the additional cost would be \$16.7 million ($\$4.5 \text{ million} \times 31\% \times 12 \text{ months}$).

Therefore, if the K-12 student pilot began in August 2021 instead of August 2022, the cost would be an additional \$32.2 million in lost fare revenue. There would be an additional cost and effort for distributing TAP cards or stickers to students and administration of the program. In FY19 there were approximately 64,000 students using K-12 Reduced Fare TAP cards. If participation doubles, an additional 64,000 cards could need to be distributed at a cost of \$2 per card or \$128,000, plus administration.

The highest participation in the Universal College Pass (U-Pass) program is approximately 10%, which could double to 20% if the fares are free. There are approximately 800,000 Community College students in L.A. County.

The average U-Pass ridership is five boardings per week at a cost of \$3.75 per week at \$0.75 per boarding. According to U-Pass registration data, approximately 75% of participating students at all schools qualify as low-income, and would, therefore be included in the FSI pilot group in January 2022. If Community College students were to participate in the FSI Pilot 5 months earlier in August 2021, the additional cost would be approximately \$8.6 million (800,000 students x 75% low-income x 20% participation x \$3.75 per week x 19 weeks)

If 20% of the remaining 25% of Community College students who do not qualify for low income were to ride Metro five times per week, the additional cost to FSI would be approximately \$18.8 million (800,000 students x 25% non-low-income x 20% participation x \$3.75 per week x 98 weeks), plus \$80,000 for 40,000 TAP stickers or cards. These costs do not include administration, which is anticipated to be handled by Metro Commute Services, who currently manages the U-Pass Program. Eight of the 20 Community Colleges in LA County are already participating in the U-Pass program and have existing transit pass distribution processes in place on their campuses. The additional twelve schools would need to be added.

It is important to note that the both K-12 districts and schools and Community College districts and schools will have to take on administration of this programs on their individual campuses in order to participate, and that the feasibility of adding twelve Community Colleges and all new K-12 participation prior to August 2021 will also be dependent on the schools' timelines.

Summary of Additional Costs (on top of the initial leading concept costs)

Grades K-12 in August 2021	
Cost of moving up low-income (69%) from January 2022 August 2021	\$15,500,000
Cost of moving up non-low-income (31%) from August 2022 to August 2021	\$16,700,000
Cost of additional TAP cards or stickers (64,000)	\$128,000
Total	\$32,328,000
Including Community Colleges in August 2021	
Cost of moving up low-income (75% of 800,000) from January 2022 August 2021	\$8,600,000
Covering non low-income community college students (25% of 800,000)	\$18,800,000
Cost of \$2 TAP cards or stickers (20% of 200,000 = 40,000)	\$80,000
Total	\$27,480,000
Total Cost of Launching K-12 and Community Colleges in August 2021	\$59,808,000

If ridership does not return to pre-COVID levels or does not increase the full 100% due to the

elimination of fares, the cost could be as low as half the amount listed above or \$29.9 million.

FINANCIAL IMPACT

There is no financial impact as a result of this receive and file report at this time. Staff has identified anticipated pilot cost and continues to work on identifying pilot funding.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

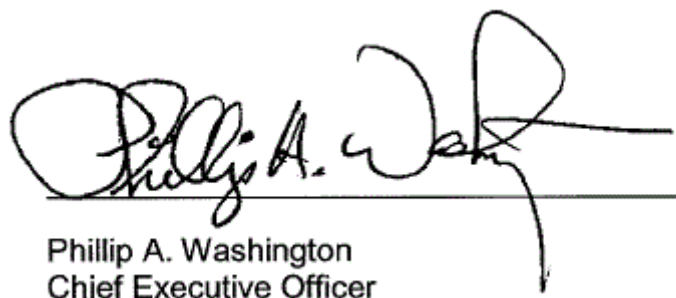
This recommendation supports the following strategic plan goals identified in Vision 2028. Goal 3 Enhance communities and lives through mobility and access to opportunity; Goal 4 Metro will work with partners to build trust and make decisions that support the goals of the Vision 2028 Plan; and Goal 5 Provide responsive, accountable, and trustworthy governance within the Metro organization.

NEXT STEPS

The FSI Task Force will be conducting Community Outreach through April 15th, finalizing the report document, identifying eligible funding, and refining implementation strategies. The FSI Task Force will return to the Metro Board of Directors in April 2021 with an update and will present the final report to the Board for action in May 2021.

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Fareless System Initiative Task Force

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Phillip A. Washington
Chief Executive Officer

Fareless System Initiative (FSI)

March 25, 2021



FSI Update

FSI Taskforce is working on a report, due in April 2021, which will include the following:

- Funding options and opportunities
- How Fareless pilot relates to broader Metro initiatives
- Impact of Fareless pilot on overall Metro operations
- Collaboration with municipal operators and cost for them to participate
- Relation of Fareless pilot to existing discount programs already in effect

FSI Update Cont.

- Formula Allocation Procedure (FAP) considerations
 - Fareless comments received through customer surveys
 - Potential cost savings relating to fare collection/TAP and pass administration
-
- Draft will be available to Board Members and interested stakeholders in April
 - Fareless initiative assumes no cuts in service and continued focus on customer service and State of Good Repair

Fareless Pilot Will Yield Essential Information

- Ridership increases, especially in post-pandemic time
- Equitable help for those most severely affected during the COVID-19 Pandemic and in need of help
- New and creative ways to allow citizens to sign up for pilot

Federal Assistance

- Some Federal help is possible during pilot
- LA Metro can lead the country in Fareless, and a pilot will greatly reinforce our case for sustained Federal assistance
- Congress is now considering significant innovative funding for Fareless experiments
- Federal aid essential after the pilot

Partnerships are Essential

- Staff has and will increase partnerships and communications with municipal transit operators
- Outreach to LAUSD and LACCD is significant
- Other transit systems offering special student fares or no fares receive designated financial support

Questions and Answers