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

Agenda - Final

Thursday, November 19, 2026

11:00 AM

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Executive Management Committee

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Kathryn Barger, Vice Chair
Jacquelyn Dupont-Walker
Tim Sandoval
Hilda Solis
Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

METROPOLITAN TRANSPORTATION AUTHORITY BOARD AGENDA 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 general 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 General 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.

TECHNOLOGY DISRUPTIONS - Although staff will do their due diligence to restore service, if joining the meeting virtually, please be aware that the Committee or Board may continue its meeting not withstanding a technical disruption that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audio visual platform.

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.

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Requests can also be sent to boardclerk@metro.net.

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Live Public Comment Instructions:

Live public comment can be given by telephone or in-person.

The Meeting begins at 11:00 AM Pacific Time on November 19, 2026; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-978-8818 and enter
English Access Code: 5647249#
Spanish Access Code: 7292892#

Public comment will be taken as the Board takes up each item. To give public comment on an item, enter #2 (pound-two) when prompted. 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 se pueden dar por telefono o en persona.

La Reunion de la Junta comienza a las 11:00 AM, hora del Pacifico, el 19 de Noviembre de 2026. Puedes unirte a la llamada 5 minutos antes del comienso de la junta.

Marque: 888-978-8818 y ingrese el codigo
Codigo de acceso en ingles: 5647249#
Codigo de acceso en espanol: 7292892#

Los comentarios del público se tomaran cuando se toma cada tema. Para dar un comentario público sobre una tema ingrese # 2 (Tecla de numero y dos) cuando se le solicite. Tenga en cuenta que la transmisión de video en vivo se retrasa unos 30 segundos con respecto a la reunión real. No hay retraso en la línea de acceso telefónico para comentarios públicos.

Written Public Comment Instruction:

Written public comments must be received by 5PM the day before the meeting.
Please include the Item # in your comment and your position of “FOR,” “AGAINST,” "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."
Email: BoardClerk@metro.net
Post Office Mail:
Board Administration
One Gateway Plaza
MS: 99-3-1
Los Angeles, CA 90012

CALL TO ORDER

ROLL CALL

APPROVE Consent Calendar Items: 16 and 17.

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

CONSENT CALENDAR

16. SUBJECT: COMMUNICATIONS SUPPORT AND OUTREACH SERVICES BENCH 2026-0778

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

A. EXECUTE Modification No. 4 to Communications Support and Outreach Services Bench Contract Nos. PS85397000 through PS85397015 to increase the cumulative contract value in an amount Not-To-Exceed (NTE) $1,500,000, increasing the contract value from $50,000,000 to $51,500,000; and

B. EXECUTE individual contract modifications within the Board-approved contract modification authority.

Attachments: Attachment A - Task Order Log
Attachment B - Procurement Summary
Attachment C - Contract Modification/Change Order Log
Attachment D - DEOD Summary

17. SUBJECT: CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT AMENDMENT 2026-0743

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Amended Master Cooperative Agreement (MCA) between the City of Los Angeles (City) and the Los Angeles County Metropolitan Transportation Authority (LACMTA, collectively 'the Parties'), which amends the MCA executed in 2023 (Attachment A).

Attachments: Attachment A - MCA, as Amended, Between the City of LA and LACMTA

NON-CONSENT

18. SUBJECT: 2027 LEGISLATIVE PROGRAM 2026-0787

RECOMMENDATION

CONSIDER:

A. RECEIVING the State and Federal Legislative Report;

B. ADOPTING the proposed 2027 Federal Legislative Program (Attachment A); and

C. ADOPTING the proposed 2027 State Legislative Program (Attachment B).

Attachments: Attachment A - 2027 Federal Legislative Program
Attachment B - 2027 State Legislative Program
Presentation

19. SUBJECT: SEPULVEDA TRANSIT CORRIDOR 2026-0754

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. EXECUTE Modification No. 14 to Contract No. PS66773HRT with Sepulveda Transit Corridor Partners, LLC (STCP) to provide additional technical services in the amount of $29,645,334.25 for design and project development to advance the approved Sepulveda Transit Corridor Locally Preferred Alternative (LPA), increasing the contract value from $87,353,033.75 to $116,998,368;

B. AUTHORIZE additional Contract Modification Authority (CMA) for Contract No. PS66773HRT in the amount of $2,964,533.43 and authorize the CEO to execute individual Contract Modifications within the Board-approved CMA; and

C. AMEND the adopted FY27 budget to increase non-labor funding for Project #460305 by $26,500,000 from $59,023,199 to $85,523,199.

Attachments: Attachment A - Procurement Summary
Attachment B - Contract Modification Change Order Log
Attachment C - DEOD Summary
Presentation

20. SUBJECT: PROJECT LABOR AGREEMENT/CONSTRUCTION CAREERS POLICY RENEWAL 2026-0599

RECOMMENDATION

APPROVE the renewal of the Project Labor Agreement (PLA) and Construction Careers Policy (CCP) as amended in Attachments A and B, for a period of 10 years.

Attachments: Attachment A - PLA Proposed Amendments
Attachment B - CCP Proposed Amendments
Presentation

5. SUBJECT: LA RIVER PATH – LOCALLY PREFERRED ALTERNATIVE (LPA) 2026-0638

RECOMMENDATION

CONSIDER:

A. APPROVING the Locally Preferred Alternative (LPA) for the LA River Path project as Modified Option 2, an 8-mile path between Riverside Drive and Atlantic Boulevard evaluated in the Draft Environmental Impact Report (EIR);

B. APPROVING an approximately 5.5-mile gap closure through two simultaneous Initial Operating Segments (IOS) - the IOS-north between Riverside Drive and Spring Street; and the IOS-South, between Sixth Street and Atlantic Boulevard; and

C. AUTHORIZING staff to work with the City of Los Angeles to bridge the 2.5 mile gap between IOS-north and IOS-south, to prioritize planned Class IV cycle tracks, in combination with the existing on-street bike lanes, which can serve as an interim connection until funding for the off-street river channel paths between Broadway/Spring Street and Sixth Street is secured.

Attachments: Attachment A - June 2021 Metro Board Amendment
Attachment B - May 2026 Board Motion 46
Attachment C - DEIR Alternatives-Path Types
Attachment D - Draft EIR Executive Summary
Attachment E - Draft EIR Outreach Summary
Attachment F - LPA & IOS
Attachment G - LA River Path Project Cost-Benefit Analysis

(ALSO ON PLANNING AND PROGRAMMING COMMITTEE)

7. SUBJECT: MEASURE M 10-YEAR COMPREHENSIVE ASSESSMENT EVALUATION FRAMEWORK, METRICS, AND WEIGHTING 2026-0786

RECOMMENDATION

APPROVE the project evaluation framework, inclusive of metrics and weighting, for the Measure M 10-Year Comprehensive Assessment (Attachment A).

Attachments: Attachment A - Project Evaluation Framework
Attachment B - Projects/Programs assessed and not assessed
Attachment C - SGV Forward
Presentation

(ALSO ON PLANNING AND PROGRAMMING COMMITTEE)

SUBJECT: GENERAL PUBLIC COMMENT 2026-0829

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

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

File #: 2026-0778, **File Type:** Contract **Agenda Number:** 16.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: COMMUNICATIONS SUPPORT AND OUTREACH SERVICES BENCH

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

A. EXECUTE Modification No. 4 to Communications Support and Outreach Services Bench Contract Nos. PS85397000 through PS85397015 to increase the cumulative contract value in an amount Not-To-Exceed (NTE) $1,500,000, increasing the contract value from $50,000,000 to $51,500,000; and

B. EXECUTE individual contract modifications within the Board-approved contract modification authority.

ISSUE

The Communications Support and Outreach Services Bench (Bench) has successfully provided professional communications and outreach support services to multiple and diverse Metro projects, programs, and initiatives, exhausting the NTE $50M contract value. To date, 41 task orders have been issued against the Bench, for a total contract value of $47,997,253.85, leaving only $2,002,746.15 in contract authority remaining until a new contract is awarded, anticipated in March 2027.

The Bench provides Metro Departments, including Community Relations, Customer Experience, Planning, Office of Strategic Innovation, Civil Rights, Operations, Diversity and Economic Opportunity, with supplementary services supporting Metro's projects, programs, and initiatives, such as community engagement programs, public information campaigns, special events, surveys, and various public outreach and marketing activities.

BACKGROUND

At its September 2022 meeting, the Board approved the establishment of Communications Support Services Bench contract (Bench) for an amount not to exceed $32,000,000 for a four-year term with 16 Small Business Enterprise (SBE) prime contractors.

At its December 2024 meeting, the Board approved a contract modification of $18,000,000 to increase the cumulative contract value from $32,000,000 to $50,000,000. The contract authority augmentation was needed to continue the K-Line Street Teams and Community Intervention Specialists, prior to these services being awarded with a separate solicitation.

To optimize the Agency's existing communications workforce and to ensure adherence to Metro's Vision 2028 Strategic Plan, Public Participation Plan, Equity Platform, Community-Based Organizations Partnering Strategy, and Customer Experience Plan, a combination of agency staff and contracted services is necessary. The Bench ensures that strategic and equitable communications support services are available to supplement Metro's staff resources.

The Bench contracts have been in place for nearly four years and consist of 16 full-service, multi-disciplinary teams that serve on an on-call, task order-award basis under six disciplines:

1. Strategic Communications
2. Translation/Interpretation
3. Special Events and/or Digital Production
4. Professional Facilitation
5. Mailing Services
6. Technical Writing

To date, the contracts have proven to be successful in their utilization with 41 task orders awarded totaling $47,997,253.85 to the firms shown on Attachment A.

DISCUSSION

The communications support and outreach bench is an essential resource that provides Metro departments with specialized expertise and flexible support to advance critical projects, programs, and initiatives. Through community engagement, public information campaigns, pop-up events, surveys, and targeted outreach and marketing activities, the Bench strengthens Metro's ability to engage diverse communities, build public trust, and ensure meaningful public dialog and participation. Extending the contract is critical to maintaining uninterrupted services, preserving established community relationships, and providing the capacity and expertise needed to meet increasing outreach demands and project delivery timelines. Without this resource, Metro risks delays in public engagement activities, reduced responsiveness to community needs, and disruptions to key initiatives. The extension will ensure Metro can continue delivering timely, inclusive, and effective engagement services that support agency priorities and successful project implementation.

Higher-than-anticipated Bench utilization has been driven in part by expanded agency needs under Task Orders 19 and 31 with Northstar Alliances and Arellano Associates, respectively. Task Order 19 - Special Events Support has required additional resources for major event planning, including the D Line opening celebration and FIFA World Cup mobilization efforts. Task Order 31 continues to require additional support for the expanding Eat, Shop, Play (ESP) Programs for the North Hollywood to Pasadena BRT, Vermont BRT, and East San Fernando Valley Light Rail projects. Future ESP Programs are also planned for the Southeast Gateway Line and Eastside Phase 2 projects.

Additional authority will also support major upcoming efforts, including the D Line Sections 2 and 3 openings, Vermont BRT and North Hollywood to Pasadena ESP, Super Bowl LXI in 2027, as well as other important projects and initiatives.

Several high-profile community engagement programs are currently supported through Bench task including:

- Expanded Eat, Shop, Play Program for multiple corridor projects simultaneously.
- Bus Speed and Reliability Public Outreach Program (Dedicated Bus Lanes)
- Gateway Region Community-Based Organizations Partnership Administration Services
- Enhanced LIFE Outreach Street Teams
- C-Line Extension to Torrance Community Engagement Program
- Joint Development Program Outreach
- Antelope Valley Line Pacoima Metrolink Station and Mobility Hub

To maintain continuity of services for current and approved projects, programs, and initiatives, staff is requesting an additional $1.5 million in contract authority. The requested authority is intended as a limited bridge while Metro completes procurement of a new On-Call Community Relations Bench, which is expected to replace the existing Bench with anticipated Board approval in June 2027.

DETERMINATION OF SAFETY IMPACT

Contractors may be required to conduct tasks on Metro property where construction or operations may be active. They may be exposed to hostile community members while conducting public-facing activities and therefore will be encouraged to receive de-escalation training to support their public interactions. All safety requirements will be met with requisite training and clearance as established by Metro Safety, Construction, Operations and Human Resources protocols.

FINANCIAL IMPACT

The requested action would increase total Bench contract authority from $50 million to a not-to-exceed amount of $51.5 million. This action does not establish a single $51.5 million funding source or budget. Individual task orders are funded by the benefiting projects or departments and may use sales tax, grants, fares, or other eligible agency funding sources. As specific work efforts arise, task orders will be issued and funded from the corresponding approved project or departmental budget.

Funding is included in the department cost center budgets. Each task order awarded to a contractor will be funded with the source of funds identified for that project. Since this is a multi-year contract, the departmental cost center managers will be responsible for budgeting costs in future years.

Impact to Budget
The funding for these task orders depends on the specific project and could consist of federal, state, or local funds.

EQUITY PLATFORM

The On-Call Communications Bench contract advances Metro's commitment to equity and inclusion by ensuring communications activities provide targeted approaches to engage all stakeholders, with specific focus on marginalized and vulnerable communities across the various disciplines: strategic communications, interpretation and translation, special events, professional facilitation, mailing and writing services. Enhanced community engagement opportunities for marginalized or vulnerable groups improve equitable outcomes by capturing and elevating voices that might not otherwise be heard or included in decision-making for Metro's projects, programs, or initiatives.

There are several ongoing task orders that specifically request support services not only for community engagement with the public but also partnerships with various community-based organizations who serve low-income households, black, indigenous and people of color in equity focused communities throughout Los Angeles County.

Future communications and public outreach activities, especially as staff plans for world events coming to Los Angeles in the coming years, will require firms to be innovative in reaching marginalized and vulnerable populations in accordance with Metro's Equity Platform and CBO Partnership Strategy.

For this Communications Support Services Bench, the Small Business Enterprise (SBE) Set-Aside Program was applied, resulting in a total of 16 SBE Prime Bench participants. Bench participants made various SBE commitments for this Task Order (TO)-based contract. Twelve of the 14 SBEs awarded TOs are meeting or exceeding their SBE commitment(s). The average SBE participation for the bench to-date is 77%. Two (2) SBE primes have not met commitment levels; however, both have shortfall mitigation plans on file with DEOD.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. While contract extensions do not, itself, directly reduce VMT, this item enables the continuation of multiple ongoing Metro systemwide programs, mentioned above, and thus support Metro's overall VMT reduction goals through investment, planning, operational, administrative or customer experience activities that will benefit and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the following goals:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling.
Goal 2: Deliver outstanding trip experiences for all users of the transportation system.
Goal 3: Enhance communities and lives through mobility and access to opportunity.
Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization

The Communications Support Services Bench enables the agency to engage stakeholders in an authentic, meaningful, and responsive manner across Metro projects, programs, and initiatives.

ALTERNATIVES CONSIDERED

The Board may elect not to approve the contract modification. However, this alternative is not recommended, as it would limit Metro's ability to provide timely and consistent community engagement, public outreach, and communication services across multiple departments. Without the contract extension, Metro would need to rely on existing staff resources or initiate new procurement efforts for each assignment, potentially resulting in service disruptions, project delays, increased administrative demands, and reduced capacity to meet critical community engagement needs. Extending the contract ensures continuity of essential services, preserves established community relationships, and supports the timely implementation of Metro's projects, programs, and initiatives.

NEXT STEPS

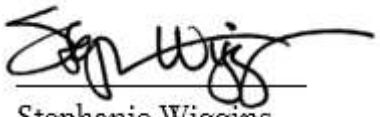
Upon Board approval, staff will execute Modification No. 4 to the Communications Support Services Bench Contract Nos. PS85397000 to PS85397015 and continue to award or modify individual task orders for communications support services.

ATTACHMENTS

Attachment A - Task Order Log
Attachment B - Procurement Summary
Attachment C - Contract Modification/Change Order Log
Attachment D - DEOD Summary

Prepared by: M. Dierking, Director, Community Relations
M. Perez, Deputy Chief Community Relations Officer
C. Coppolo, Deputy Chief/Vendor Contract Management Officer

Reviewed by: N. Englund, Chief of Staff
M. Antonelli, Chief Vendor/Contract Management Officer



Stephanie Wiggins
Chief Executive Officer

Contract Number PS85397000-015 **ATTACHMENT A**

Task Order Log

Task No.	Firm	Lead Department(s)	Task Order Description
1	Lee Andrews Group	Customer Experience	Community Intervention Specialist Street Teams
2	Arellano Associates	Countywide Planning	Southeast Gateway Line First/Last Mile
3	MBI Media	Countywide Planning	Vehicle Miles Traveled Program
4	Del Sol Group	Customer Experience	PSAC Facilitator Services
5	Arellano Associates	Countywide Planning	Long Beach-East LA CMIP
6	North Star Alliances	Countywide Planning	Gateway Cities Area CBO Partnerships Administrator
8	VMA Communications	Countywide Planning	State Route 14 Improvements Projects
9	PGI	Customer Experience	LIFE Program Mailing Services
10	LAZAR	Customer Experience	Older Adults Expo Interpretation Services
11	Lee Andrews Group	Customer Experience	Discounted Fares Program Outreach Team
12	Arellano Associates	Countywide Planning	I-405 Wilmington PA/ED Community Engagement
13	Communications Lab	Customer Experience	Earth Day 2023
14	Murakawa Communications	Countywide Planning	Vermont Transit Corridor Project Engagement Program
15	PGI	Countywide Planning	Bike Share Mailing Services
16	PGI	Community Relations	Community Relations Mailing Services
18	Arellano Associates	Countywide Planning	Rail to River Project - Segment B
19	North Star Alliances	Customer Experience	Special Events Support
20	Natively Fluent	Customer Experience	Interpretation Services for Special Events
21	Lee Andrews Group	Customer Experience	Special Events Support - In-House Consultant Staffing
22	LAZAR	Operations	Service Councils Interpretation Services
23	The Robert Group	Countywide Planning	K Line Extension to Torrance Outreach Program
24	MBI Media	Customer Experience	PSAC Strategic Communications and Program Management
25	North Star Alliances	Office of Strategic Innovation	Mobility Wallet Phase 2A & 2B
26	Community Connections	Customer Experience	Agency Website and Content Management Enhancements

27	Redwood Resources (new name RSCA Corp dba Redwood Resources)	Customer Experience	On the Move Riders Program Special Event Support Services
28	Lee Andrews Group	Countywide Planning	Joint Development Projects Community Engagement
29	Lee Andrews Group	Customer Experience	Community Advisory Council Facilitation Services
31	Arellano Associates	Program Management	Business Engagement & Mitigation Program (Eat, Shop, Play)
32	Communications Lab	Countywide Planning	Westlake MacArthur Park Station Plaza Vending Program
33	Arellano Associates	Operations	Bus Speed and Reliability Improvements Program
34	Communications Lab	Countywide Planning	Countywide BRT Study Engagement Program
35	North Star Alliances	Countywide Planning	Los Angeles General Medical Center Station Study
36	North Star Alliances	Operations	Union Station ADA Walk/Roll Audits
37	Arellano Associates	Countywide Planning	East San Fernando Valley Transit Supplemental Study
38	LAZAR	Diversity and Economic Opportunities	Interpretation for DEOD Programs
39	MBI Media	Customer Experience	CAC Administration and Management Services
40	PGI	Customer Experience	LIFE Program Mailing Services
41	Redwood Resources (new name RSCA Corp dba Redwood Resources)	Customer Experience	Agencywide Online Survey
42	PGI	Operations	Bike Share Mailing Services
43	PGI	Community Relations	Community Relations Mailing Services
44	Del Sol Group	Civil Rights	FIFA Mobile Sensory Stations
45	TBD	Countywide Planning	Measure M Decennial Communications
46	TBD	Countywide Planning	Antelope Valley Line - Pacoima Metrolink Station & Mobility Hub

ATTACHMENT B

PROCUREMENT SUMMARY

COMMUNICATIONS SUPPORT SERVICES BENCH
PS85397000 THROUGH PS85397015

1.	**Contract Numbers**: PS85397000 through PS85397015			
2.	**Contractors**: Arellano Associates, Communications Lab, Community Connections, Costin Public Outreach Group, Dakota Communications, Del Sol Group, Lazar Translating & Interpreting, Lee Andrews Group, MBI Media (MBI), Murakawa Communications, Natively Fluent, North Star Alliances, Pacific Graphics Inc., Redwood Resources, The Robert Group, and VMA Communications			
3.	**Mod. Work Description** : Increase the Not-to-Exceed (NTE) cumulative bench contract value.			
4.	**Contract Work Description** Provide as needed communications support services			
5.	**The Following Data is Current as of**: 10/13/2026			
6.	**Contract Completion Status**		**Financial Status**	
	Contract Awarded:	9/22/22	**Contracts Award Amount:**	$32,000,000
	Notice to Proceed (NTP):	N/A	**Total of Modifications Approved:**	$18,000,000
	Original Complete Date:	9/30/26	**Pending Modifications (including this action):**	$1,500,000
	Current Est. Complete Date:	6/30/27	**Current Contract Value (with this action):**	$51,500,000
7.	**Contract Administrator**: A. Dumaua			
8.	**Project Manager**: M. Dierking			

A. Procurement Background

This Board Action is to approve Modification No. 4 to the Communications Support Services Bench Contract Nos. PS85397000 through PS85397015 to increase the NTE cumulative bench contract value and continue to provide supplementary communications services on an on-call basis.

Contract Modifications will be processed in accordance with Metro's Acquisition Policy, and the contract type is task order based, firm fixed unit rate.

In September 2022, the Board approved the award of 16 Contract Nos. PS85397000 through PS85397015 to provide communications support services for a four-year term.

Three modifications have been issued to date.

Refer to Attachment C – Contract Modification/Change Order Log.

B. Price Analysis

The fully burdened hourly rates for the term of the bench contracts were established as part of the competitive contract award in September 2022. Rates remain unchanged and are lower than current market rates for similar services. Task Orders will be subject to technical analysis, price analysis, and negotiations to determine fairness and reasonableness of price prior to award.

ATTACHMENT C

CONTRACT MODIFICATION/CHANGE ORDER LOG

COMMUNICATIONS SUPPORT SERVICES BENCH
PS85397000 THROUGH PS85397015

Mod. No.	Description	Status (Approved or Pending)	Date	Amount
1	Add Special Provision SP-20 Drug Free Workplace Policy	Approved	05/23/23	$0
2	Increase the not-to-exceed (NTE) cumulative bench contract value	Approved	11/24/24	$18,000,000
3	Extend period of performance (POP) through 6/30/27.	Approved	8/20/26	$0
4	Increase the NTE cumulative bench contract value.	**Pending**	**Pending**	**$1,500,000**
	Modification Total:			**$19,500,000**
	Original Contract:		**9/22/22**	**$32,000,000**
	Total:			**$51,500,000**

DEOD SUMMARY

COMMUNICATIONS SUPPORT SERVICES BENCH PS85397000 THROUGH PS85397015

A. Small Business Participation

For this Communications Bench, the Small Business Enterprise (SBE) Prime Set-Aside Program was applied, resulting in a total of 16 SBE Prime Bench participants. Bench participants made various SBE commitments for this Task Order (TO)-based contract. The contract is 82.96% complete and to-date, 41 TOs have been awarded to 14 of the16 SB Primes. Two SBE Primes, Costin Public Outreach Group and Dakota Communications, have not received TO awards to-date. Twelve of the 14 SBE Primes, awarded TOs, are meeting or exceeding their SBE commitment(s); with 2 SBE Primes in shortfall.

The Lee Andrews Group (LAG) made a 70% SBE commitment, and the current level of overall participation is 56.47%, representing a shortfall of 13.53%. LAG has a shortfall mitigation plan on file and attributes the shortfall to requests by Metro to increase the involvement of Community-Based Organizations (CBOs) and dedicated Community Impact Specialists (CIS), as confirmed by Metro's Project Manager. LAG indicated it will make every effort to mitigate the shortfall as future task orders are awarded.

Natively Fluent (NF) made a 100% SBE commitment and achieved an SBE participation rate of 97.39%, resulting in a shortfall of 2.61%. NF has a shortfall mitigation plan on file and attributes the shortfall to Metro's request for interpreting services on short notice for its initial assignment. As a result, NF utilized a non-SBE firm, LA Translation and Interpretation, Inc., to perform a portion of the work, as confirmed by Metro's Project Manager.

1. Arellano Associates – 7 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Arellano Associates	30%	94.15%

2. Communications Lab (Barrios & Assoc.) – 3 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Communications Lab (Barrios & Assoc.)	40%	88.59%

3. Community Connections – 1 Task Order Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Community Connections	55%	56.48%

4. Costin Public Outreach Group – 0 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Costin Public Outreach Group	30%	N/A

To-Date no Task orders have been awarded to Costin Public Outreach Group

5. Dakota Communications – 0 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Dakota Communications	65%	N/A

To-Date no Task orders have been awarded to Dakota Communications

6. Del Sol Group – 2 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Del Sol Group	100%	100%

7. Lazar Translating & Interpreting – 3 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Lazar Translating & Interpreting	60%	80.22%

8. Lee Andrews Group – 5 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Lee Andrews Group	70%	56.47%

9. MBI Media – 3 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
MBI Media	70%	98.00%

10. Murakawa Communications – 1 Task Order Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Murakawa Communications	30%	100%

11. Natively Fluent – 1 Task Order Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Natively Fluent	100%	97.39%

12. North Star Alliances – 5 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
North Star Alliances	60%	72.16%

13. Pacific Graphics Inc. – 6 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Pacific Graphics Inc.	100%	100%

14. Redwood Resources – 2 Task Orders Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
Redwood Resources	40%	95.21%

15. The Robert Group – 1 Task Order Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
The Robert Group	100%	100%

16. VMA Communications – 1 Task Order Awarded

SBE Prime Contractor	Small Business Commitment	Small Business Participation
VMA Communications	85%	100%

[1]Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷Total Actual Amount Paid-to-date to Prime.

B. Living Wage Service Contract Worker Retention Policy Applicability

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

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this modification.

D. Project Labor Agreement/Construction Careers Policy (PLA/CCP)

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

E. Manufacturing Careers Policy

The Manufacturing Careers Policy (MCP) does not apply to this contract. The MCP is required on Metro's Rolling Stock RFPs, with an Independent Cost Estimate of at least $50 million.

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

File #: 2026-0743, **File Type:** Agreement **Agenda Number:** 17.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT AMENDMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Amended Master Cooperative Agreement (MCA) between the City of Los Angeles (City) and the Los Angeles County Metropolitan Transportation Authority (LACMTA, collectively 'the Parties'), which amends the MCA executed in 2023 (Attachment A).

ISSUE

The Master Cooperative Agreement (MCA) establishes the Parties' obligations, roles and responsibilities, and processes and procedures to support the efficient, timely and safe delivery of LACMTA's transportation projects. This includes the design and construction of the rearrangements of City facilities arising from those projects. The Parties executed the current MCA <https://boardagendas.metro.net/board-report/2023-0560/> in 2023. Staff requests Board authorization for the Chief Executive Officer to execute an amended MCA that updates several aspects, most significantly by adding a process under which the City may delegate to LACMTA the authority to approve temporary traffic control plans for LACMTA's projects.

BACKGROUND

The design and construction of some transportation projects undertaken by LACMTA traverse portions of the City and require the removal, replacement, restoration, alteration, reconstruction and relocation of all or a portion of City facilities in the Right of Way. The approval of Measure M has expanded LACMTA's capital projects program and increased investment in public transportation projects, sparked ambitious public policy goals to address climate change with an emphasis on equitable public transportation solutions, and set forth aggressive project timelines. This aggressive project scheduling means the Parties must partner more efficiently to deliver projects in a more cost-effective manner.

On September 26, 1991, the City and LACMTA executed an MCA to design and construct the City facilities necessary to accommodate the development of rail transit systems and busway transit systems delivered under the Design/Bid/Build delivery method. On January 21, 2003, a subsequent

MCA for systems delivered under the Design/Build delivery method was executed. On September 30, 2020, LACMTA's CEO terminated the 2003 MCA, citing the reason being that the agreement was then 20 years old and no longer suited for the agency's desire to implement contemporary alternative delivery models for capital projects. The City then committed to negotiating a new agreement. The Parties executed the current MCA in 2023.

Since the current MCA took effect, the Parties identified refinements to improve its implementation, including a mechanism for delegated approval of traffic control plans. The City agreed, and in August of 2026 they adopted Ordinance 188966 amending the Los Angeles Municipal Code (Sec. 80.07) to allow the Los Angeles Department of Transportation to delegate its sole authority to regulate traffic within City limits to LACMTA.

DISCUSSION

The proposed amendments are intended to streamline project delivery, improve coordination between Metro and the City, and reduce administrative delays while maintaining applicable safety requirements and City oversight. The most significant amendment establishes a process through which LADOT may delegate authority to Metro to approve temporary traffic control plans and install and remove associated temporary traffic control devices for Metro construction projects. This change is intended to reduce delays associated with City approvals and provide Metro greater flexibility in managing construction activities.

Delegation would require City approval of a project-specific request and compliance with established guidelines. Metro would assume responsibility, risk, and liability for self-approved traffic control plans and associated installation and removal activities under the MCA's indemnification provisions. LADOT would retain the ability to request field checks and require adjustments to ensure compliance with applicable requirements.

The amendments also include the following changes:

1. **Streamlined Construction Coordination**: Replaces the existing Construction Traffic Management Impact Area process with a coordinated process for construction activities on designated Streets of Significance. The amendments also clarify requirements for street closures, extended working hours, advance notification, and construction staging to improve coordination of construction activities and their impacts.

2. **Updated Administrative and Review Procedures**: Clarifies project documentation and submittal requirements, including the use of the Metro-City Exchange portal, and modifies certain review periods. Specifically, the City's response period for Notices of Potential Betterment increases from five to 20 working days, and full street closure requests are no longer excluded from the standard 20-working-day Metro submittal review period.

3. **Revised Construction Oversight Procedures**: Modifies the City's review of Construction Staging Plan implementation by providing for field checks upon request rather than routinely planned reviews. This change is intended to streamline coordination while preserving the City's ability to verify compliance with applicable requirements.

Collectively, the amendments are intended to improve coordination, provide greater flexibility in managing construction activities, and reduce potential project delivery delays. The amendments do not change the MCA's existing ten-year duration provision, governance structure, issue resolution process, or allocation of betterment costs and applies to all projects regardless of the delivery method. The proposed changes are detailed in the redlined amended MCA provided as Attachment A.

The proposed amendments reflect lessons learned through implementation of the 2023 MCA and continued collaboration between Metro and the City to identify opportunities to improve project delivery. The ability to obtain delegated authority for temporary traffic control approvals represents a significant opportunity to improve construction efficiency by reducing reliance on individual City approvals for eligible activities. Combined with updated construction coordination and administrative procedures, the amendments are expected to provide Metro greater flexibility in managing construction schedules and reduce potential delays.

Importantly, these changes preserve City oversight and applicable safety requirements. Delegated authority would require City authorization, Metro would assume associated responsibilities and liabilities, and LADOT would retain the ability to verify field conditions and require corrective actions.

The amended MCA would continue to apply to the design and construction of Metro transit projects located within the City, regardless of project delivery method.

Staff recommends that the Board authorize the Chief Executive Officer to execute the amended MCA to support the timely, cost-effective, and safe delivery of Metro's transportation investments.

DETERMINATION OF SAFETY IMPACT

The recommended action has no impact on safety. The TCPs will continue to be reviewed and stamped by licensed California engineers and installed by qualified safety staff at the work locations. Under the amendment, the City retains the ability to request a field check of self-approved traffic control plans, and LACMTA will comply with LADOT field personnel recommendations where reasonable, feasible and practicable.

FINANCIAL IMPACT

There is no change to the current budgeting or funding mechanisms that have supported MCA functions in the past. Funds relevant to city department and bureau services under this MCA shall be provided under yearly LACMTA Board approved Annual Work Plans (AWP). All yearly funds identified within these AWP's have already been adopted through the respective project budgets. Since these are multiyear projects, the Project Managers and the Chief Program Management Officer will be responsible for budgeting all yearly costs.

Impact on Budget

There is no budgetary impact as the work covered by the MCA is already accounted for in the subject

Life of Project budgets.

EQUITY PLATFORM

The MCA governs the delivery of all transportation projects that traverse City boundaries. Each approved transportation project is evaluated through LACMTA's Equity Platform framework and focuses on equity outcomes. The current project list for the City will provide an estimated 42 miles of new transit and active transportation systems (pedestrian, bicycle, rail and bus) and 11 potential passenger stations within the City limits. These will occur near or within eight Equity Focused Communities (EFCs). This Board action will reduce the likelihood of transit and active transportation project delays as well as provide other tangible benefits to people travelling in the City. This includes expedited, streamlined projects that improve safety and access for multimodal users while attempting to minimize negative impacts to local communities. The MCA, as amended, continues to acknowledge equity as a shared public policy goal of the parties and includes cultural competency language regarding LACMTA's approach to the implementation of its projects for its contractors.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro’s significant investment in rail and bus transit.* Metro’s Board-adopted VMT reduction targets align with California’s statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro’s systemwide strategy to reduce VMT through investment activities that will improve and further encourage transit ridership. Metro’s Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

While this item does not directly encourage taking transit, it will be instrumental to expanding the Metro system. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from Caltrans’ Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports 4 of 5 of Metro's Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling;
2. Enhance communities and lives through mobility and access to opportunity;
3. Transform LA County through regional collaboration and national leadership; and
4. Provide responsive, accountable, and trustworthy governance within the Metro organization.

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This is accomplished by facilitating the streamlined and accelerated delivery of new transit capital projects, thereby expanding the system, through an updated partnership between the Parties.

ALTERNATIVES CONSIDERED

The Board could choose not to approve this recommendation. This alternative is not recommended because the executed MCA would remain in place without the amendments, and without the process for delegated approval of traffic control plans. Approval strengthens the partnership between LACMTA and the City and provides for continuity of City support for the expedited delivery of Transportation Projects.

NEXT STEPS

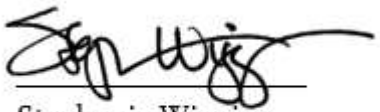
Upon Board approval of this recommendation, the City and LACMTA shall execute the amended MCA and commence training for and implementation of the revised processes for the Delegation of Authority. The form of Delegation of Authority Request Form (Exhibit 9, Part D).

ATTACHMENT

Attachment A - Master Cooperative Agreement, as amended, between the City of Los Angeles and LACMTA

Prepared by: D. Mensman, Senior Executive Officer, Program Management
M. McKenna, Deputy Chief Program Management Officer

Reviewed by:
T. Lindholm, Chief Program Management Officer
R. Sosa, Chief Planning Officer
C. Cheung, Chief Operations Officer



Stephanie Wiggins
Chief Executive Officer

AMENDED AND RESTATED MASTER COOPERATIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF TRANSPORTATION PROJECTS

BETWEEN

THE CITY OF LOS ANGELES

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

~~_____ 2023~~

March 29, 2024

EFFECTIVE DATE

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~~This master cooperative agreement for the Design and Construction of Transportation Projects (as~~THIS AMENDED AND RESTATED MASTER COOPERATIVE AGREEMENT(as defined more fully ~~defined~~ in Article 12 (*Definitions and Interpretation*), this "**Agreement**") is entered into ~~by~~as of _____ by and between the City of Los Angeles (~~the~~as defined more fully in Article 12 (*Definitions and Interpretation*), **"City"**), and ~~the~~ Los Angeles County Metropolitan Transportation Authority (as defined more fully in Article 12 (*Definitions and Interpretation*), **"LACMTA"**) effective as of the last date set forth on the cover page hereto.

RECITALS

(A) The City is a chartered municipal corporation created pursuant to the California State Constitution with all the powers possible for a charter city under the constitution and laws of California, subject only to the limitations contained in the City Charter and Administrative Code or otherwise under Applicable Law. Without limiting the acknowledgement under Section 3.6(a) (*Permits*), the City's many purposes include, but are not limited to, responsibility for the coordination of any work in the Public Rights-of-Way and the related effects on businesses and residents within the City.

(B) LACMTA is a public entity created by the California State Legislature pursuant to California Public Utilities Code 130050.2 et. Seq. as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, and as such succeeded to any or all of the powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body.

(C) The Parties may cooperate under this Agreement, including early involvement activities in accordance with Exhibit 3 (*Early Involvement*), while the environmental process for a Subject Transportation Project is ongoing and acknowledge that nothing in this Agreement is intended to prejudice the City's right to participate in the environmental review process for Subject Transportation Projects.

(D) In accordance with its powers, authority, and responsibilities, LACMTA plans, designs, builds, operates, and maintains Transportation Projects that serve various cities and communities including the City. The Parties intend, by this Agreement, to facilitate the implementation of Subject Transportation Projects (including Rearrangements) located within the City or otherwise subject to the City's jurisdiction. The purpose of this Agreement is to establish a partnership between the City and LACMTA that: (i) ensures the efficient, timely and safe delivery of Subject Transportation Projects in the City through policies and procedures that clearly define the roles and responsibilities of the Parties, including with respect to the Design and Construction of Rearrangements; (ii) defines the manner in which the City and LACMTA are reimbursed or credited for Costs, and (iii) creates a governance structure that fosters a productive relationship between the Parties and that establish procedures for prompt resolution of issues. In addition, the following are shared goals of LACMTA and the City that are intended to help guide the implementation and outcomes of this Agreement:

Safety: Safety is a goal for both Parties to this Agreement. Each Party is committed to ensuring that the public's safety is addressed during and after Construction of the Subject Transportation Projects in the City, ensuring that safety remains the top priority of all staff and contractors, through all stages of Construction and thereafter, of the Subject Transportation Project.

Equity: Public transportation projects advance equity in our region by providing affordable mobility options for all residents. To support equity outcomes, the Subject Transportation Projects should strive to meet local equity objectives informed by the community and transit operators' input and be delivered in a timely manner to increase access to high-quality and affordable mobility options and with consideration of cultural competency. Cultural competency requires awareness of self, reflection on one's own cultural position and potential biases, awareness of others' positions and assumptions, and the ability to interact genuinely and respectfully with others across cultural differences. The execution of cultural competency in the delivery of Subject Transportation Projects involves implementing values and behaviors that enable cross cultural interaction, dialogue, and shared power; tools to respond effectively to diverse environments to remediate systematic denial of resources and opportunities caused by institutional prejudicial practices and policies;

and a strategy to establish reciprocal relationships that support trustworthy communication between stakeholders and the community.

Climate Action: Public transportation solutions reduce driving and related greenhouse gas emissions in our region. To support national, state, regional, and local commitments to climate action, it is essential that the Parties remain focused on on-time and expedited delivery of the Subject Transportation Projects, with consideration of the environmental, economic, and social impacts in the delivery of those Transportation Projects.

Cost Efficiency: As stewards of public resources, LACMTA and the City must work together to create efficiencies to reduce the overall cost of the Subject Transportation Projects in order to maximize the value of public funds.

Timeliness: Meeting Transportation Project deadlines is a key metric for success. Some Subject Transportation Projects are or will be grant-funded with specific deadlines; other projects impact local residents and businesses due to Construction activities; and in other cases project costs and associated risks increase with delays. This Agreement is intended to promote and facilitate efficiency and support the timely delivery of the Subject Transportation Projects.

(E) Except to the extent set out under Section 11.6(d) (*Amendments; Entire Agreement*) for those Subject Transportation Projects listed in Part A (*Subject Transportation Projects as of the Effective Date*) of Exhibit 3 (*Early Involvement*), this Agreement is intended to supersede and replace the prior master cooperative agreements entered into by LACMTA and the City: (i) with respect to projects utilizing the design/bid/build method of project delivery, dated September 26, 1991 ("**1991 MCA**"); and (ii) with respect to projects utilizing the design/build method of project delivery, dated January 21, 2003 ("**2003 MCA**") (the 1991 MCA and 2003 MCA, together, the "**Prior Cooperative Agreements**"). By a letter dated September 20, 2020, LACMTA terminated the 2003 MCA on the basis that the terms and conditions of the 2003 MCA would remain in effect until such time as a replacement agreement could be developed. The Parties acknowledge this Agreement as the replacement agreement. LACMTA utilizes and intends to utilize many different Project Delivery Methods to develop and implement its Transportation Projects, including design/bid/build, design/build, progressive design/build, public private partnerships ("**P3**"), and construction manager/general contractor ("**CM/GC**"), and the terms and conditions of this Agreement are intended to support delivery and implementation of the Subject Transportation Projects pursuant to any Project Delivery Method.

(F) On August 20, 2025, the Los Angeles City Council adopted a motion (C.F. 14-1318-S1) to amend the City Municipal Code to allow LACMTA to install and remove temporary traffic control devices.

(G) On June 10, 2026, the Los Angeles City Council approved Ordinance No. 188966 which amended the City Municipal Code Section 80.07(e)(2).

(H) Now the Parties seek to amend this Agreement to address City Municipal Code Section 80.07(e)(2) and to address typographical errors and minor inconsistencies in the Agreement.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

1. SCOPE AND DURATION

1.1 Scope of Agreement

(a) The City and LACMTA agree to cooperate and coordinate with the other in all activities covered by this Agreement to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects and in furtherance of the shared goals set out in the recitals to this Agreement.

(b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or

(c) is requested after the establishment of the Project Definition for the Subject Transportation Project.

6.4 **Cost of Betterments**

The City will be responsible for the cost of any Betterment. LACMTA shall not be responsible for the cost of any Betterment (whether or not the cost exceeds any estimates provided by LACMTA and including the cost of any mitigations included as a result of the Betterment in the final EIR/EIS). Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 8.2 (*Reimbursement and Credits to LACMTA*).

7. OPERATION AND MAINTENANCE

7.1 ~~On or about the Effective Date, the~~The Parties ~~entered into~~are actively negotiating the terms of a separate master operation and maintenance agreement to address the Parties' roles and responsibilities with respect to the operation and maintenance phase of Transportation Projects with a City-Located Section (as may be amended from time to time, the "**O&M Agreement**") and are committed to working collaboratively and in good faith to finalize and execute the O&M Agreement as soon as reasonably practicable.

7.2 The City's review and approval of Design Documentation shall not be delayed because of terms and conditions relating to maintenance of a Subject Transportation Project. For each Subject Transportation Project, the Parties shall utilize the Early Involvement Procedures and, at each stage of Design referenced in Part B (*Design Development Process*) of Exhibit 7 (*LACMTA Submittal Procedure*), the meetings held under at Section 2.4(d) (*Project Governance*), to discuss and identify any elements of the Subject Transportation Project where the operation and maintenance responsibility is not addressed in the O&M Agreement. To the extent the O&M Agreement does not address the operation and maintenance responsibility, an element of the Subject Transportation project, and the Parties are unable to reach agreement, the Parties will utilize the issue resolution procedure set out in Section 2.5 (*Issue Resolution*) and Exhibit 2 (*Issue Resolution Ladder*), and the dispute resolution procedure described in Article 10 (*Resolution of Disputes*) as required to agree on those operation and maintenance responsibilities.

8. REIMBURSEMENT AND CREDITS

8.1 **Reimbursements to the City**

(a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 8.1 and the provisions of the applicable Work Order.

(b) LACMTA shall email a copy of each Work Order (including any modifications to a Work Order) to the Accounting Division of the Los Angeles Department of Transportation via email address, DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department/bureau. Upon receipt of a Work Order, the City shall submit invoices for Costs incurred for work performed by the City or the City Contractors under that Work Order in accordance with this Section 8.1.

(c) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in these activities such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.

(d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City or a City Contractor under a Work Order:

Days of delivery of an ADR Notice, the Dispute notified under that ADR Notice will be referred to mediation in accordance with the American Arbitration Association mediation procedures.

(b) The findings, statements, document submissions, offers of compromise or any other statements or writings made during or from any alternative dispute resolution procedure with respect to a Dispute shall not be binding on either Party or admissible in any proceeding of any kind including, when due to the nature or amount of the Dispute, settlement in accordance with the findings of the alternative dispute resolution requires final approval by LACMTA's board and/or the City Council to be binding on LACMTA or the City (as applicable), the LACMTA board and/or City Council (as applicable) must first approve the settlement in accordance with the findings of the alternative dispute resolution with respect to the Dispute.

10.3 **Costs**

Unless otherwise agreed to in any settlement, final determination or resolution of a Dispute, each Party shall be responsible for 50% of the costs of a mediation or neutral evaluation conducted in accordance with this Article 10.

11. **MISCELLANEOUS**

11.1 **Approvals; Further Documents and Actions**

(a) Any acceptance, approval, consent, permission, satisfaction, agreement, authorization, or any other like action (collectively, "**Approval**") required or permitted to be given by any Party pursuant to this Agreement or any Work Order:

(i) must be in writing to be effective;

(ii) shall not be unreasonably withheld, conditioned, or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes that are required for Approval; and

(iii) shall be escalated in accordance with Section 2.5 (*Issue Resolution*) if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 20 Working Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.

(b) Delivery of a LACMTA Submittal or a request for Approval after 12:00 p.m. PST on a Working Day or on a non-Working Day will be deemed delivered on the next Working Day~~.~~:

(i) Transmittal of a LACMTA Submittal to the Bureau of Engineering electronically utilizing ~~E2020~~the MCX portal (or any alternative electronic means agreed to by the Parties during the Term) shall be deemed delivery by LACMTA for the purposes of this Section 11.1~~.~~; and

(ii) Transmittal of a LACMTA Submittal to LADOT, BSL, and BSS must be hard copy paper submissions unless the Parties otherwise agree or unless LADOT, BSL, and BSS adopt the use of an online portal.

(c) The Parties agree to execute such further documents, agreements, instruments, and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

(d) Nothing in this Agreement is intended to supersede a Party's obligation to comply with Applicable Law. The Parties acknowledge that it is each Party's responsibility to determine what is necessary

in order for it to comply with Applicable Law in the performance of its obligations under the terms of this Agreement.

11.2 **Notices**

(a) Except where specific delivery instructions are provided for elsewhere in this Agreement, each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified by Notice to the other Party):

To the City:

~~Ted Allen~~Crystal Lee
City Engineer
Bureau of Engineering
Department of Public Works
1149 S. Broadway, Suite 700
Los Angeles, California 90015
~~ted.allen@lacity.org~~

crystal.lee@lacity.org

With a copy to:

Edward M. Jordan
~~Managing~~Senior Assistant City Attorney
Los Angeles City Attorney's Office
200 N. Main Street, Room 700
Los Angeles, CA 90012
Ted.Jordan@lacity.org

Laura Cornejo
General Manager
Department of Transportation
100 S. Main St., 10th Floor
Los Angeles, CA 90012
laura.cornejo@lacity.org

John L. Reamer, Jr.
Inspector of Public Works
Department of Public Works
Bureau of Contract Administration
1149 S. Broadway, Suite 300
Los Angeles, CA 90015
john.reamer@lacity.org

~~Barbara Romero~~Joone Kim-Lopez
Director and General Manager
Department of Public Works
Bureau of Sanitation
1149 S. Broadway, 9th Floor
Los Angeles, CA 90015
~~barbara.romero~~joone.kimlopez@lacity.org

Miguel Sangalang

Director and General Manager
Department of Public Works
Bureau of Street Lighting
1149 S. Broadway, Suite 200
Los Angeles, CA 90015
miguel.sangalang@lacity.org

Keith Mozee
Director and General Manager
Department of Public Works
Bureau of Street Services
1149 S. Broadway, Suite 400
Los Angeles, CA 90015
keith.mozee@lacity.org

To LACMTA:

~~Deputy~~ Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, California 90012
Email: Lindholmt@metro.net
Attn: Tim Lindholm

With a copy to:

~~Deputy~~ Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantese@metro.net
Attn: Eduardo Cervantes

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: ~~lowt~~cohenjo@metro.net
Attn: ~~Teddy Low~~Joshua Cohen, Senior Deputy County Counsel

Interim Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: ~~rockwellh~~Justesenc@metro.net
Attn: ~~Holly Rockwell~~Craig Justesen

(b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 11.2(a). Subject to Section 11.1(b) (*Approvals; Further Documents and Actions*) in the case of delivery of LACMTA Submittals and requests for Approvals, all Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the next Working Day.

"Level 2 Decision Maker" means, with respect to each Party, the individual fulfilling the role described as a "Level 2 Decision Maker" under Exhibit 2 (*Issue Resolution Ladder*).

"**Local Return Guidelines**" means the Local Return guidelines established and published by LACMTA for the purposes of administering the Local Return programs.

"**Local Return**" means the Proposition A, Proposition C, and Measure R and Measure M Local Return programs administered by LACMTA.

"**Major Transit and Transportation Construction Traffic Management Committee**" or "**TCTMC**" has the meaning given in Section 3.7 (*Coordination of Work*).

"MCA Executive Task Force" has the meaning given in Section 2.3 (*MCA Executive Task Force*).

"MCX " means the Metro-City Exchange portal.

"Non-conforming Work" means, with respect to a Subject Transportation Project, Design work or Construction work not in accordance with the requirements of this Agreement.

"Non-Expedited Ladder" is defined in Exhibit 2 (*Issue Resolution Ladder*).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"**O&M Agreement**" has the meaning given in Section 7.1 (*Operation & Maintenance*).

"**P3**" has the meaning given in Recital (E).

"Package" means, with respect to a Subject Transportation Project, each package of Design Documentation submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

"Partial Final Correction List" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Partial Final Inspection" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Planning & Advanced Conceptual Engineering Phase" means, with respect to a Subject Transportation Project, the phase of the Subject Transportation Project during which Advanced Conceptual Engineering occurs and any applicable environmental approvals pursuant to the California Environmental Quality Act and/or National Environmental Policy Act are sought and that ends upon the completion of Advanced Conceptual Engineering and the grant of any applicable environmental approvals.

"**Preliminary Projections**" means, with respect to a Subject Transportation Project, information regarding the scope of activities and services that LACMTA anticipates to request from the City during the upcoming LACMTA Fiscal Year to support that Subject Transportation Project, including the estimated start and finish dates for the anticipated scope of activities and services.

"**Prior Cooperative Agreements**" has the meaning given in Recital (D) of this Agreement.

"**Procurement Documents**" means, with respect to a Rearrangement for a Subject Transportation Project, any request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement and including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document), provided that

as of the Effective Date) of Exhibit 3 (*Early Involvement*) or identified in accordance with Section 3.1(a) (*Identification of Subject Transportation Projects*) or anticipated to involve a City-Located Section (as the context requires); or when referenced in connection with a particular Rearrangement, means the Transportation Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than one LACMTA Contract for Construction of a particular Transportation Project, then where the context so requires, the term "Subject Transportation Project" shall refer to that portion of such Transportation Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Support of Excavation" or **"SOE"** means temporary lateral earth support systems and traffic decking utilized for the Construction of LACMTA underground transit facilities, including all appendage structures. SOE for Subject Transportation Projects is owned and maintained by LACMTA. Temporary as used here means not permanent. The duration of use of the support of excavation will be based on the needs of each Subject Transportation Project which may extend for months to multiple years. The definition of Support of Excavation does not apply to trench shoring for Utility excavations.

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

"Temporary Relocation" means: (a) any interim relocation of a Utility (including the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location; and (b) any removal and reinstallation of a Utility in the same place with or without an interim relocation.

"Term" is defined in Section 1.2 (*Duration of Agreement*).

"Traffic Control Plan" or "TCP" means a WTCP or a temporary traffic control plan.

"Traffic Control Plan Request Form" means the Traffic Control Plan Request Form in the form attached as Part D of Exhibit 9 (*Special Permitting Process*).

"Traffic Management Plan" means, with respect to a Subject Transportation Project, a plan that addresses traffic control requirements in Construction areas for the City-Located Section of the Subject Transportation Project, through a ~~worksite traffic control plan~~WTCP and along detour routes through a traffic circulation plan.

"Transportation Project" means a project undertaken by or at the direction of LACMTA pursuant to its authority under Applicable Law to design, construct, operate and/or maintain light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll (HOT) lanes (including Express Lanes/Fastrak, etc.), bike path, active transportation or other forms of transportation or mobility systems and includes either a new system or to modify, alter, extend or maintain an existing Transportation Project. LACMTA has sole discretion in the interpretation of its authority under Applicable Law.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways.

"**Utility Adjustment"** means, with respect to a Subject Transportation Project, a relocation (temporary or permanent), abandonment, Protection-in-Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangements, or modification of existing Utilities necessary to effect a condition equal to the existing Utility facilities and excluding any Betterments.

"**Utility Conflict**" means, with respect to a Subject Transportation Project, an existing Utility, which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain that Subject

Transportation Project in compliance with the final environmental impact report or statement and, subject to Section 3.6(a) (*Permits*), Applicable Law.

"Work Order" means, with respect to a Subject Transportation Project, a written and signed authorization:

(a) submitted by LACMTA to the City and accepted (or deemed accepted) by the City in accordance with this Agreement, with respect to the performance of any work, services or other activities set out under an Annual Work Plan or otherwise under this Agreement; or

(b) with respect to the performance of work by the City under a Prior Cooperative Agreement and that continues to apply to the Subject Transportation Project pursuant to Section 11.6(d) (*Amendments; Entire Agreement*).

"Working Day" means any date that is not a Saturday, a Sunday, a federal or state of California public holiday, or any other legal holiday for LACMTA employees (as adopted by the board of LACMTA) or City employees (as defined under the City of Los Angeles Charter and Administrative Code).

"Worksite Traffic Control Plan" or **"WTCP"** means a detailed plan which describes traffic control measures to be used for facilitating road user flow when a work zone temporarily disrupts normal road user flow.

12.2 **Interpretation**

(a) In this Agreement unless otherwise expressly stated:

(i) a reference to a "day" (rather than a Working Day) is a reference to a calendar day;

(ii) headings are for convenience only and do not affect interpretation;

(iii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;

(iv) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);

(v) subject to Section 12.2(a)(vi) (*Interpretation*), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form, or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;

(vi) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);

(vii) a reference to a person includes such person's permitted successors and assigns;

(viii) a reference to a singular word includes the plural and vice versa (as the context may require);

(ix) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By:_____
~~Teddy Low~~Joshua Cohen
Senior Deputy County Counsel

"**LACMTA**"

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM

~~HYDEE FELDSTEIN SOTO~~

By: _____
Edward Jordan
Senior Assistant City Attorney

"**CITY**"

THE CITY OF LOS ANGELES

By: _____
~~Ted Allen~~Crystal Lee
City Engineer

ATTEST
By: _____
~~Holly L. Wolcott~~
Patrice Lattimore
City Clerk

(c) Any additional applicable City design criteria, specifications and requirements agreed upon by the Parties under this Section 3.6 will be included in the Project Definition as described under Section 3.11 below.

(d) Following presentation of the ACE Design Documentation and identification of the proposed Rearrangements under Section 3.2 above and the provision of information and workshops under Sections 3.6(a) and 3.6(b) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents issued by LACMTA for the applicable Subject Transportation Project and that includes the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will attach the agreed upon deviations from any City design or construction requirements. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for conceptual compliance with the City Standards identified under Section 3.5 above and otherwise for compliance with this Agreement (in each case, subject to any agreed upon deviations) and provide comments to LACMTA in accordance with Exhibit 7 (*LACMTA Submittal Procedure*). The City Project Liaison will be responsible for coordinating the submission of comments from all Reviewing Departments. The City Project Liaison will be responsible for obtaining comments that may be submitted by the Mayor's Office or an affected City Council district office.

(e) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the scope, criteria, specifications, and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents. The scope, criteria, specifications, and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents as agreed to by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.7 **Construction Requirements**

LACMTA and the City will discuss in good faith the key aspects of the Construction for the Subject Transportation Project. Such elements may include:

(a) variances, full street closures and streets subject to ~~peak hour~~peak hour restrictions, extended working hours, and holiday season street closure restrictions (holiday moratorium), including discussion and identification of any required City Council approvals;

(b) instrumentation; and

(c) support of excavation requirements.

The approach to these elements agreed to by the Parties (including the affected City Council district office) will be included in the Project Definition as described under Section 3.11 below.

3.8 **Requests for City Assistance**

Without limiting additional requests in a later phase of the Subject Transportation Project, the Parties may discuss in good faith (at the request of either Party) any potential opportunities for the City to perform:

(a) Design work with respect to the Design of a Rearrangement in accordance with Section 4.1(c) (*Design Responsibilities*) of this Agreement;

(b) Construction work with respect to a Rearrangement in accordance with Section 5.1(b) (*Construction Responsibilities*) of this Agreement; and/or

(c) additional Construction work with respect to the City-Located Section of the Subject Transportation Project that is not part of any Rearrangement in accordance with Section 5.1(b) (*Construction*

Responsibilities) of this Agreement and pursuant to the procedures and subject to the requirements set out under Exhibit 5 (*City-Performed Project Work*).

It is understood that the City is not obligated to perform any of the work described in this Section 3.8 unless mutually agreed.

3.9 **Anticipated Schedule and Resourcing Requirements**

(a) LACMTA will convene a schedule workshop to present to the City the anticipated schedule for the City-Located Section of the Subject Transportation Project, including the then anticipated, and preliminary, schedule for procurement, design development, right of way acquisition, construction, testing and commissioning.

(b) LACMTA and the City will review the anticipated schedule, acknowledging it is preliminary and acknowledging that the Design Management Plan and scheduling of design package review will be established by the applicable LACMTA Contractor, and look ahead to identify resourcing requirements for the City to support the delivery of the Subject Transportation Project in accordance with the terms of this Agreement, taking into account any discussions under Section 3.8 above.

(c) LACMTA and the City will review the design review checklists set out in Part C (*Design Development Checklists*) of Exhibit 7 (*LACMTA Submittal Procedure*) and engage in workshops to agree on any variations to those design review checklists for the purposes of the Subject Transportation Project, taking into account the Project Delivery Method, schedule, and scope of the Subject Transportation Project. Any agreed upon variations to the design review checklists agreed on by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.10 **Traffic Control Plan Authorization**

LACMTA will indicate on the Form of Project Definition whether LACMTA seeks to obtain approval of a Traffic Control Plan Request Form to prepare, develop, self-approve, and implement TCPs pursuant to City Municipal Code Section 80.07(e)(2) and the Guidelines for a Traffic Control Plan Request for LACMTA to Approve Traffic Control Plans as published on the MCX portal (or a mutually agreed upon publicly available City website).

3.11 ~~3.10~~ **Anticipated Interfaces and Adjacent Work**

(a) In accordance with Section 3.7 (*Coordination of Work*) of this Agreement, City will notify LACMTA of any known or anticipated Adjacent Work with respect to the Subject Transportation Project.

(b) LACMTA and the City will engage in any Adjacent Work or other interface workshop(s) to agree on the approach to coordinating design inputs and scheduling construction or other work.

3.12 ~~3.11~~ **Establishing the Project Definition**

(a) The updated details of the Subject Transportation Project and all matters agreed on under this Part C for a Subject Transportation Project will be documented by LACMTA in the form of Project Definition set out in Part E of this Exhibit 3. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review (to confirm that it reflects the agreements reached), acceptance and counter-signature.

(b) Any matters or issues not agreed on at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City in the applicable LACMTA Project Description or otherwise in accordance with this Part C of this Exhibit 3 that such outstanding matters or issues may be agreed on at a later stage of the Subject Transportation Project based on the Project Delivery Method and schedule for that Subject Transportation Project,

Design Phase:	*Design Phase, identify the replacement LACMTA Project Liaison here.*]
City Project Liaison:	[*Include the name of the City Project Liaison identified under the Early Involvement Procedures*]
Subject Transportation Project Short Description:	[*Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Description), including the project objectives*]
Subject Transportation Project URL:	[*Include a link to the LACMTA project webpage for the project where further details have been or will be posted*]
Subject Transportation Project Environmental Documents:	[*Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted*]
Anticipated Contractual Packages and Anticipated Project Delivery Method for each Contractual Package:	[*Confirm/identify the anticipated contractual packages, for example, LACMTA retained scope, any AUR or other advanced work contractual packages, the core scope package. For each contractual package, confirm/identify the anticipated project delivery method.*]
Anticipated Funding Sources:	[*For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal)*]
Anticipated Schedule (Anticipated Key Milestone Dates):	[*Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.*]
Anticipated Project ROW / City-Located Section:	[*Include a reference to the relevant drawings/ alignment definition under the environmental documents.*]
Traffic Control Plan Request Form:	*[Confirm whether LACMTA intends to submit a Traffic Control Plan Request Form to LADOT pursuant to the City Municipal Code Section 80.07(e)(2).]*
Anticipated Resourcing Needs:	[*Document any discussions regarding forward-planning for resourcing needs for the Subject Transportation Project.*]
Agreed on Scope, City Standards and other Criteria, Specifications and Requirements for the proposed Rearrangements	
Advanced Conceptual Engineering:	LACMTA and the City confirm that they have reviewed the ACE Design Documentation prepared as attached to this Project Definition as Attachment A and that comments were received and resolved as set out in Attachment B.
Rearrangement Elements:	LACMTA and the City have identified the following key Rearrangement elements as being applicable to the Subject Transportation Project and have addressed them [as set out below][in Attachment _____]: [*Describe here or in an attachment. This may include cross references to the City Standards/ scope, criteria, specifications, and requirements that form or are intended to form, the basis of the Procurement Documents referenced in other sections of the Project Definition*]

Rearrangement Elements	**Applicable Criteria**
Roadway width and alignment	
Sidewalk and parkway width	

	<table><tr><td>Hydraulics/ drainage</td><td></td></tr><tr><td>Curb ramps/ADA requirements</td><td></td></tr><tr><td>Illumination requirements</td><td></td></tr><tr><td>Bus/ rail interface and bus stops infrastructure (including the bus pad length)</td><td></td></tr><tr><td>Tree removal/ replacement condition</td><td></td></tr></table>
Scope of Rearrangements:	[*Here or by attachment or reference to the ACE, describe the conceptual scope of Rearrangements agreed*.]
Betterments:	In accordance with the Agreement, the Betterments described in the Potential Notices of Betterment, signed by the City and accepted, authorized and countersigned by LACMTA, attached under Attachment _____ to this Project Definition will be incorporated into the scope of the Subject Transportation Project, at the City's cost.
Utility Adjustments:	[*Here or by attachment, describe any Utility Conflicts already identified and any agreements reached as to the timing, approach, and roles and responsibilities for the related Utility Adjustments*.]
City Standards:	The Parties agree that the publicly available City Standards as of the date of the advertisement of the Procurement Documents will apply to the Design of the Rearrangements, subject to the following changes, additions, or deviations: [*List here or incorporate by reference to a section of the Procurement Documents*.]
Procurement Documents:	The mutually agreed on scope, criteria, specifications, and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents is attached as Attachment _____ to this Project Definition.
Construction Requirements	LACMTA and the City have identified the following key Construction requirements as being applicable to the Subject Transportation Project and have addressed them as set out [below]/[in Attachment_____]: <table><tr><td>Variances, full street closures~~ and~~, streets subject to ~~peak hour~~peak hour restrictions, extended working hours, and holiday season street closure restrictions (holiday moratorium)</td><td>*[Here or by attachment, describe any the required variances etc. required for the Subject Transportation Project and the approach discussed, including any required City Council approvals]*</td></tr><tr><td>Instrumentation</td><td>*[Here or by attachment, describe how this will be addressed for the Subject Transportation Project]*</td></tr><tr><td>Support of excavation requirements</td><td>*[Here or by attachment, describe how this will be addressed for the Subject Transportation Project, with reference to Exhibit 8]*</td></tr></table>
Request for City Assistance:	[*To the extent Design and Construction responsibilities have been allocated to the City, describe those here*.]
Anticipated Adjacent Work	[*To the extent Adjacent Work or other interfaces (or deficiencies in existing City*

(ii) if the City will not be requested to exercise its franchise rights or any of the City's rights under Section 62.01(a) of the Los Angeles City Municipal Code, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

Following each such meeting, LACMTA will document the agreed on timing, approach, and roles and responsibilities to be taken in accordance with this Exhibit 4 in minutes.

2.3 Following identification of Utility Conflicts within the City-Located Section under Section 1 above and agreement of the activities, roles, and responsibilities under Section 2.2 above:

(a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement or Section 62.01(a) of the Los Angeles City Municipal Code:

(i) within ten Working Days of receipt of a written request from LACMTA: (A) the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense; and/or (B) the City will send the written notice required by Section 62.01(a) of the Los Angeles City Municipal Code (as applicable);

(ii) LACMTA, with the support of the City as necessary, will request a meeting with each applicable Utility owner, to be attended by LACMTA and the City and at each such meeting with an applicable Utility owner, the attendees will discuss schedule expectations in accordance with LACMTA's Project Schedule for the City-Located Section of the Subject Transportation Project and cost reimbursement expectations;

(iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s);

(iv) LACMTA, with the support of the City as necessary, will submit any required project plans, Designs, and other relevant documents for the City-Located Section of the Subject Transportation Project prepared by LACMTA to each applicable Utility owner, for that Utility owner's review;

(v) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed on with the Utility owner for the Subject Transportation Project. If a Utility owner delivers such correspondence to the City and fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments, or other correspondence to LACMTA promptly (and in any case within 5 days of receipt);

(vi) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner, with a copy to the City. If LACMTA is not permitted to submit responses directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

(vii) LACMTA, with the support of the City as necessary, shall request that each applicable Utility owner prepare Designs (including horizontal design, profiles, shoring, and ~~worksite traffic control plans~~WTCPs) for the Utility Adjustments to be performed by that Utility owner;

1.

Part C – LACMTA Notice of Potential Betterment

Date: _____

To: City of Los Angeles (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/ Scope Element: _____

LACMTA Subject Transportation Project: _____ (Project)

Pursuant to the master cooperative agreement (MCA) between the City and LACMTA, this shall serve as a formal Notice the following City comment or request with respect to the Design Documentation and/or Construction plans or work for the Project has been identified as a potential Betterment as defined in Article 6 (*Betterments*) of the MCA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

_____

_____

__

The City comment or request has been identified as a potential Betterment based on the MCA and the following justification:

- ❑ if implemented, the City comment or request would comprise an upgrade, change, or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Project and none of the exclusions listed in the MCA apply; or

- ❑ If implemented, the City comment or request would comprise a change in or supplement to, the City Standards or other criteria, specifications, and requirements included in the Procurement Documents for that work after the date of advertisement of those Procurement Documents, and none of the exclusions listed in the MCA apply.

Details:_____

_____

__

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 6 (*Betterments*) of the MCA, if the City fails to respond within ~~five days~~20 Working Days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be escalated in accordance with Section 2.5 (*Issue Resolution*) of the MCA provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 6 (*Betterments*) of the MCA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____

Name: _____

Title: _____

EXHIBIT 9 SPECIAL PERMITTING PROCESS

Part A – Special Permitting Process General Requirements

1. Special Permitting Process

1.1 Pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing its Subject Transportation Project in the Public Rights-of-Way.

1.2 Without prejudice to Section 1.1 above, the Parties agree that the following will apply with respect to any Subject Transportation Project:

(a) the Designs for any Rearrangements for a Subject Transportation Project will be submitted to the City for review in accordance with this Agreement;

(b) a Special Permitting Process as set out in this Exhibit 9 shall be utilized by the Parties to expedite City review of work performed by LACMTA or a LACMTA Contractor for Transportation Projects in the Public Rights-of-Way;

(c) except for Cost reimbursement expressly provided under a Work Order and the insurance requirements under Section 9.3 (*Insurance*) under this Agreement, the City shall waive the payment of fees for the permits identified in this Exhibit 9 and will not require the payment of fees or charges or the posting of bonds for or insurance by, LACMTA or any LACMTA Contractor for, any work performed under this Agreement;

(d) LACMTA shall obtain (or shall ensure that the applicable LACMTA Contractors obtain) any permits required under this Exhibit 9 under this Agreement;

(e) the City Design and Construction requirements set out in this Exhibit 9 are in addition to the general Design and Construction requirements set out in Sections 4.2 (*Design Requirements*) and 5.2 (*Construction Requirements*) of this Agreement;

(f) the Special Permitting Process as set out in this Exhibit 9, including any City Design and Construction requirements set out in this Exhibit 9, shall not be amended or supplemented except by mutual agreement of the Parties; and

(g) the affected City Council district office(s) will be engaged as set out in Section 3.7 of Part C (*Early Involvement Procedures*) of Exhibit 3 (*Early Involvement*) to discuss any concurrence required of: any exemptions to Peak Traffic Hour restrictions (under Section 7.4 of this Part A)~~,~~; extended working hours (under Section 7.5 of this Part A)~~,~~; and the application of the exemption from holiday season restrictions required to support the cost efficient and timely delivery of Subject Transportation Projects (under Section 7.6 of this Part A) or concurrence for Temporary Full Street Closures (under Section 23 of this Part A) and Permanent Street Closures (Street Vacation) (under Section 7.4 of this Part A).

1.3 For the avoidance of doubt, if the City Metro Transit Division directs LACMTA or a LACMTA Contractor to the public counter, the special permitting process set out in this Exhibit 9 will apply. If a Utility goes to the public counter on behalf of LACMTA or a LACMTA Contractor, the special permitting process set out in this Exhibit 9 will not apply.

1.4 Any reference to the LAMC or any other City Standard in this Exhibit 9 means those City Standards that were in effect and publicly available on the date of the advertisement of the applicable Procurement Documents and that are applicable to a Subject Transportation Project in accordance with Section 4.5 (*City Standards*) of this Agreement.

Upon mutual agreement with a private property owner, LACMTA or LACMTA Contractor may assist the private property owner with processing Revocable Permits from the City for a non-standard improvement in the Public Rights-of-Way within the project limits of Subject Transportation Project.

If a Revocable Permit is not obtained by the time of the City's acceptance through the issuance of a Statement of Final Completion, LACMTA or LACMTA Contractor shall Design the non-standard improvement according to City Standards or the item shall be removed.

A Revocable Permit is not required if the non-standard improvement is identically reconstructed consistent with the pre-existing conditions.

5.4 **City Communications Facilities**. The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

5.5 **Utility Rearrangements**. Utility rearrangement plans shall include Utility design plans, design profiles, and composite utility sheets. Composite utility sheets shall be for reference purposes only and shall identify all existing and abandoned and propose utilities in the subject area listing Utilities ownerships, size, material offset and relevant as-built number for a City Utility.

5.6 **City Owned Pipes/ Conduits near Rails** This Section 5.6 applies to existing pipe/conduits that are City Facilities and which the City and LACMTA determine are so situated as to require Rearrangement in order for LACMTA to construct, operate, or maintain a Subject Transportation Project without adversely impacting the City's ability to maintain that City Facility. Where such a Conflicting Facility:

(a) runs parallel to the tracks of a Subject Transportation Project the Conflicting Facility will be rearranged to a location away from the Project Right-of-Way to allow for placement of a shoring at a minimum of 9' horizonal distance from the outside rail to the edge of shoring closest to the rail.

(b) crosses the tracks of a Subject Transportation Project, which shall be encased with pipes under railroad tracks per City Stormdrain Design Manual Figure G 613B, 10' from the outside rail on both sides and under the trackway. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (*Issue Resolution*) of the Agreement.

in each case, in accordance with the applicable City Standards or LACMTA's design criteria, whichever applies the most stringent standard for the Rearrangement. If it is not practicable to Rearrange the Conflicting Facility as described in this Section 5.6, the Parties may mutually agree that the Rearrangement of the Conflicting Facility can remain. If a Conflicting Facility is not Rearranged as required under this Section 5.6 and remains in the Project Right-of-Way after the City has issued a Statement of Partial Completion, LACMTA shall pay all City maintenance costs associated with the Conflicting Facility, provided that LACMTA will not be required to pay any City maintenance fees where the Parties have agreed that no Rearrangement is required. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (*Issue Resolution*) of the Agreement.

6. Construction Staging Plans

6.1 General Requirements

(a) LACMTA or ~~the~~ LACMTA ~~Contractors~~Contractor shall develop a construction staging plan ("**Construction Staging Plan**") for any Construction work to be performed within the Public Rights-of-Way.

(b) The City acknowledges that Construction work for a Subject Transportation Project to be performed by LACMTA or ~~the~~ LACMTA ~~Contractors~~Contractor within the Public Rights-of-Way may be performed progressively under multiple contractual packages and the Construction Staging

Plans described in this ~~Exhibit 9~~Exhibit 9 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

(c) A Construction Staging Plan shall provide, among other things, for:

(i) the handling of vehicular and pedestrian traffic, cyclist access and circulation on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (~~worksite traffic control plans~~WTCPs and temporary traffic signal plan);

(ii) accessible routes for pedestrians with physical disabilities in compliance with Applicable Law;

(iii) actions to maintain access to businesses, schools, and residences adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the Traffic Management Plan;

(iv) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions; and

(v) the street lighting construction staging plans and traffic management plans as set out in Sections 6.2 and 6.3 below.

(d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

6.2 **Traffic Control Plan Requests**

Pursuant to Subsection (e) of Section 80.07 of Division B, Chapter VIII of the City Municipal Code, LACMTA may install temporary traffic control devices and later remove such devices that LACMTA has placed within the City, subject to LACMTA's compliance with the provisions in this Section 6.2 and the mutually agreed upon Guidelines for a Traffic Control Plan Request for LACMTA to Approve Traffic Control Plans as published on the MCX portal (or a mutually agreed upon publicly available City website):

(a) If LACMTA seeks to prepare, develop, self-approve, and implement a TCP, LACMTA must submit the Traffic Control Plan Request Form set out in Part D of Exhibit 9 (*Special Permitting Process*) to the City for approval prior to the implementation of a TCP.

(b) LACMTA shall assume the responsibility, risk and liability in accordance with Section 9.1 (*Indemnity*) for the implementation of the self-approved TCPs, including LACMTA's installation and removal of traffic control devices. LACMTA agrees to defend, indemnify, and hold the City harmless from all liability arising out of LACMTA's installation and removal of its temporary traffic control devices. Upon request from LADOT, LACMTA shall issue a Work Order for LADOT to perform a field check to confirm the implementation of the TCPs. LACMTA shall comply with LADOT field personnel recommendations for the implementation of TCPs where reasonable, feasible and, practicable.

6.3 **Nature of Traffic Control Plan Authorizations**

If LACMTA submits a Traffic Control Plan Request Form for a Transportation Project to the City and the City approves the Traffic Control Plan Request Form, LACMTA or LACMTA Contractor shall have the authorization pursuant to City Municipal Code Section 80.07(e)(2) to install and remove temporary traffic

control devices in the Public Rights-of-Way during Construction for Transportation Projects at its cost and risk as provided in Section 6.2(b).

6.4 ~~6.2~~ **Street Lighting Construction Staging Plan**

LACMTA or the LACMTA Contractors shall submit street lighting Construction Staging Plans, which shall provide, among other things, for:

(a) the safety and security at night-time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and

(b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

6.5 ~~6.3~~ **Traffic Management Plan**

(a) LACMTA and the City may agree that a street, highway, bridge, or the other Public Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the Subject Transportation Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for ~~worksite traffic control plans,~~WTCPs, temporary traffic signal plans, traffic-management plans, traffic detour plans and traffic circulation plans. LACMTA or the LACMTA Contractor will submit additional traffic plans prepared by licensed civil and traffic engineers registered in the State of California for work not already addressed in the approved Traffic Management Plan for review and approval.

(b) WATCH Manual page references shall be an acceptable ~~as~~ a form of ~~traffic control plan~~a TCP and submittal.

(c) LACMTA Contractors shall notify BCA, LADOT Area District Engineer or Major Construction Traffic Management Section of any required emergency street closure.

6.6 ~~6.4~~ **Review and Implementation of Construction Staging Plans**

(a) LACMTA ~~(~~or ~~the relevant~~ LACMTA Contractor ~~(as applicable))~~ must submit each Construction Staging Plan to the City for review in accordance with Exhibit 7 (*LACMTA Submittal Procedure*).

(b) LACMTA ~~(~~or ~~the relevant~~ LACMTA Contractor ~~(as applicable))~~ may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with Exhibit 7 (*LACMTA Submittal Procedure*).

(c) LACMTA must, and must ensure that ~~the~~ LACMTA ~~Contractors~~Contractor, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been approved under Exhibit 7 (*LACMTA Submittal Procedure*).

7. **Work In Streets**

7.1 **General Requirements**

(a) The Parties acknowledge that the City has the duties of supervising, maintaining, and controlling streets, highways, and the other Public Rights-of-Way. Accordingly, LACMTA shall give the

LADOT, BCA and StreetsLA ten Working Days' advance written Notice where Construction work is to be performed in the Public Rights-of-Way for approved street, traffic lane, or sidewalk closures.

(b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.

(c) If LACMTA or the LACMTA Contractor fails to perform any Construction work within the Public Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement, then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

(d) LACMTA or LACMTA Contractor shall post signage of approved street closures seven Working Days in advance of the street closures.

(e) LACMTA or LACMTA Contractor shall post public notification signage of street parking restrictions three Working Days in advance of the restriction.

(f) Where LACMTA or a LACMTA Contractor are performing Construction work on a part of the Public Rights-of-Way that is required for use or access for a special event, as agreed to by the Parties, LACMTA or the LACMTA Contractor shall be responsible for restoring that part of the Public Rights-of-Way to create safe vehicular and pedestrian access during the special event.

~~7.2 **Transit and Transportation Construction Traffic Management Impact Area**~~

7.2 **Coordinated Streets of Significance**

LACMTA or LACMTA Contractor shall ~~submit a Notice to the City to establish a TCTMC Impact Area, as applicable, and designate a representative to interface with TCTMC members and applicants. LACMTA or LACMTA Contractor shall respond to TCTMC applicant requests for coordination within three Working Days and work in good faith to coordinate and resolve any construction and traffic control conflicts.~~coordinate with BCA and the Reviewing Departments to identify the impacts of Construction of certain Transportation Projects on streets of significance as previously identified in the City Municipal Code 62.250 and collaborate with the City to strategically address the impacts efficiently. To the extent the City formally adopts a streamlined approach to the coordination regarding streets of significance, LACMTA or LACMTA Contractor shall comply with the City-adopted process to manage the Construction impacts of certain Transportation Projects.

7.3 **City Communication Facilities**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

7.4 **Peak Traffic Hours**

Unless an exemption for a Subject Transportation Project is agreed to in the Project Definition or otherwise approved by the City, LACMTA and LACMTA Contractors shall comply with the Peak Traffic Hour Restrictions set out in the LAMC Section 62.61. Peak Traffic Hours are Monday through Friday, 6:00am to 9:00am and 3:30pm to 7:00pm. As set out in Section ~~1.2(g)~~1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

7.5 **Extended Working Hours**

The Parties acknowledge that extended working hours (beyond the windows contemplated in the City's adopted and published ordinances limiting work hours) and including holiday or weekend working may be necessary to facilitate efficient and timely Construction and operation of a Subject Transportation Project. The Parties will agree to such working hours following joint review of the schedule and activities to be carried out by LACMTA and ~~the~~ LACMTA Contractors. If a change is required to the agreed upon working hours, the Parties will negotiate in good faith to agree to such change. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

7.6 **Holiday Season Street Closure Restriction**

LACMTA or LACMTA Contractor shall not be subject to holiday season restrictions on the issuance of permits for work-in-streets in commercial shopping areas during the Construction (including the performance of advance Utility Adjustments) of a Subject Transportation Project. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

7.7 **Building Material Permits**

LACMTA or LACMTA Contractors shall comply with LAMC 62.45-55 as it relates to install materials or equipment on the sidewalk or street. The City shall issue permits for street and sidewalk closure adjacent to Construction on the LACMTA properties.

7.8 **Parking of Personal Vehicles**

Unless the Parties otherwise agree, LACMTA personnel and LACMTA Contractors may not utilize a Public Rights-of-Way authorized for closure to park personal vehicles.

7.9 **Street Damage Restoration Fee**

LACMTA and LACMTA Contractors shall comply with LAMC 62.02 and pay the fee, if applicable. LACMTA shall not be subject to Street Damage Restoration Fee if LACMTA and LACMTA Contractors perform work within the street paving limits. If LACMTA and LACMTA Contractors perform work outside of the street paving limits, LACMTA and LACMTA Contractors shall pay the Street Damage Restoration Fee or extend the street paving limits. LACMTA or LACMTA Contractor shall pay the Street Damage Restoration Fee directly to BOE and not through the Work Order process.

8. **Temporary Facilities**

8.1 **LACMTA Facilities**

Temporary Facilities may be necessary to facilitate Construction of a Subject Transportation Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for any Construction-related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location, and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

8.2 **City Facilities**

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its

speed and loading per the American Association of State Highway and Transportation Officials Load and Resistance Factor Design, latest edition adopted by Caltrans with applicable California Amendments.

15.2 The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.

15.3 The decking surfaces shall be tested for dynamic and static friction values by the City's Department of General Services for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, decking/street drainage provisions shall be submitted to the BOE. Temporary curb installations shall be submitted to the BOE for approval and shown on the LADOT ~~Traffic Control Plan~~TCP for reference.

15.4 The decking surface conditions shall be installed and maintained per City Standard.

16. **Interruptions**

16.1 The Parties acknowledge that certain components of the work in a City-Located Section will require interruption of the City services. The Parties will agree upon a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.

16.2 LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

17. **Inspection**

The Parties agree that all inspections of Rearrangements shall be performed in accordance with Exhibit 10 (*Inspection and Acceptance Procedure*).

18. **As-Built Drawings**

LACMTA shall maintain a set of "as-built" plans of Rearrangements performed by LACMTA during Construction. Redline mark-ups for temporary lighting systems, traffic signal systems, and other City Facilities shall be submitted to the City within 15 days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, LACMTA shall provide the City with reproducible electronic and full size paper hard copies of “as-built” drawings showing all Replacement Facilities installed within 75 days after completion of the work on permanent sewers, storm drains, streetlights, utility relocations, bridges over or tunnels under public ways, landscaping, street trees, transit furniture, traffic signals, striping/signage and other City Facilities. LACMTA acknowledges the City may make as-built drawings for sewers and storm drains available to the public electronically and in hard copy formats.

Los Angeles Sanitation & Environment

19. **Sanitary Sewer Line and Storm Drains**

19.1 LACMTA and LACMTA Contractors shall comply with Applicable Law for the discharge and testing of excess water into the City storm drain system.

19.2 LACMTA Contractors shall be responsible for notifying LASAN Clean Water Conveyance Divisions (**"CWCD"**) at least ten Working Days' notice prior to performing any work on operating City sewers or storm drains.

22. **Low Impact Development**

(a) LACMTA shall comply with the applicable components set out in LAMC Section 64.72, consistent with current stormwater and safety practices, the current MS4 permit, and the policies established by the local Vector Control Districts, County Health Department, and Watermasters. No additional Low Impact Development (**"LID"**)/stormwater requirements shall be imposed as a condition of approval.

(b) LID elements shall be installed outside the Public Rights-of-Way and will be operated and maintained by LACMTA or LACMTA Contactor.

(c) Voluntary Green Stormwater Infrastructure installed in the Public Rights-of-Way shall be performed under a Revocable Permit, and shall be operated and maintained in perpetuity by the adjacent property owner.

Los Angeles Department of Transportation

23. **Temporary Full Street Closures**

LACMTA or LACMTA Contractor shall perform temporary full street closures in accordance with the agreed upon requirements set out in the Project Definition for each Subject Transportation Project. LACMTA or LACMTA Contractor shall submit all required documentation in accordance with Section ~~6.3~~6.5 (*Traffic Management Plan*) of this Exhibit 9. Plans for temporary full street closures shall be submitted at least 60 days prior to the proposed closure date. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

24. **Permanent Street Closures (Street Vacation)**

If mutually agreed, a street, highway, bridge, or other Public Rights-of-Way can be permanently closed for the necessity of a Subject Transportation Project. Upon notification of a proposed permanent street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings for approval and shall establish the necessary conditions for the permanent closure and vacation of the street. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

Los Angeles Bureau of Street Lighting

25. **Street Lighting**

25.1 The Rearrangement of existing street lighting systems maintained or under the jurisdiction of the City (which may include the installation of new street lighting systems depending on illumination standards under the City Standards), may be necessary for the Construction, operation, and maintenance of a Subject Transportation Project or as part of a Rearrangement of another Conflicting Facility. Provided that LACMTA's Designs for any such Rearrangement of street lighting systems have been approved by the City, the City hereby consents to all removals, temporary installations, interruptions to existing lighting systems, reinstallation of existing lighting systems, and installation of new lighting systems, in accordance with those approved Designs. Any changes to Design must be completed in accordance with the Section 4.6 (*Changes to Design*) under this Agreement.

25.2 The Designs for affected street lighting systems maintained by or under the jurisdiction of the City, must be submitted to the City Bureau of Street Lighting for review and approval 20 days prior to the commencement of Construction on an existing street lighting system and in accordance with Part B (*Design Development Process*) of Exhibit 7 (*LACMTA Submittal Procedure*) to ensure compliance with the applicable City Standards and requirements.

25.3 Except as mutually agreed to by the Parties, all lighting systems maintained by or under the jurisdiction of the City and within the Project Right-of-Way, in addition to all street lighting in the vicinity of the Project

Special Permitting Process (SPP) Permits, Fees, and Charges	
	limits. If LACMTA and LACMTA Contractors perform work outside of the street paving limits, LACMTA and LACMTA Contractors shall pay the Street Damage Restoration Fee or extend the street paving limits. LACMTA or LACMTA Contractor shall pay the Street Damage Restoration Fee directly to BOE and not through the Work Order process.
Sewerage Facilities Charges (SFC) (*for permanent connections*)	LACMTA shall be responsible for the payment of the sanitary and sewer fees and charges set out in this section, where applicable, unless LACMTA is approved to discharge designated water types to the City storm drain system.
Temporary Sewer Facility Usage Fee (TFUF) *(for temporary connections)*	
Sewer Service Charges (SSC)	
Sewer Capacity Availability Request (SCAR)	
Holiday Season Street Closure Restriction	LACMTA shall identify the requested variances, full street closures and ~~peak hour~~peak hour exemptions required as established in Section 3.7 (*Construction Requirements*) of Exhibit 3 (*Early Involvement*) and this Exhibit 9.
Night Variance* **a night variance is approved by LAPD and is not subject to review and approval by BOE*	
Full Street Closures	
Peak Hour Exemptions	

Part D – Traffic Control Plan Request Form

TRAFFIC CONTROL PLAN REQUEST FORM

Pursuant to Los Angeles Municipal Code ("**LAMC**") Section 80.07(e)(2), the Los Angeles Metropolitan Transportation Authority ("**LACMTA**") may install and remove temporary traffic control devices within the City pursuant to the terms of the Amended and Restated Master Cooperative Agreement ("**MCA**") (C-145298).

Important Notice:

(1) This Traffic Control Plan Request Form must be completed and properly submitted to the City in accordance with the terms of the MCA and the Guidelines for a Traffic Control Plan Request for LACMTA to Approve Traffic Control Plans, which are published on the Metro-City Exchange (**MCX**) portal, for LACMTA to request authority to install and remove temporary traffic control devices that LACMTA has placed within the City pursuant to LAMC Section 80.07(e)(2).

(2) If the City (through its Los Angeles Department of Transportation) approves the Traffic Control Plan Request Form for LACMTA to review and self-approve the implementation of temporary traffic control plans and Worksite Traffic Control Plans ("**TCPs**") for a Subject Transportation Project. LACMTA must ensure that:

(a) the TCPs comply with Applicable Law and City Standards;

(b) the TCPs are reviewed by a registered Traffic Engineer in the State of California or by a Professional Traffic Operations Engineer certified by the Institute of Transportation Engineers;

(c) if a LACMTA representative is registered as a Traffic Engineer or Civil Engineer, the LACMTA representative must sign and approve the TCPs; and

(d) the TCPs are signed and stamped by a Civil Engineer registered in the State of California.

(3) Any approved Traffic Control Plan Request Form allowing LACMTA to review and self-approve TCPs under City Municipal Code Section 80.07(e)(2) shall terminate upon the issuance of a Statement of Final Completion or Notice of termination (whichever occurs first) issued by a Party, subject to the completion of any existing obligations.

PROJECT IDENTIFICATION	
Name of Subject Transportation Project:	
LACMTA Project Number:	
Date of Project Definition:	
Requested Start Date of Traffic Control Plan Request:	

LACMTA CONTACT INFORMATION	
LACMTA Project Manager / LACMTA Project Liaison:	Name:
	Email:
	Phone:
LACMTA Engineer: (24/7 / emergency)	Name:
	Phone:

SUBMITTED BY LACMTA	
Name of LACMTA Representative:	
LACMTA Representative Signature:	
LACMTA Representative Title:	
Date of Submission:	

APPROVED BY LADOT	
Approver Signature:	
Approver Name:	
Approver Title: (LADOT General Manager/Designee)	
Approval Date:	

EXHIBIT 10- INSPECTION AND ACCEPTANCE PROCEDURE

1. **Facility Requirements for Inspection Personnel**

1.1 LACMTA shall provide a secure Field Office for each Subject Transportation Project for the City Inspector (and any engineering and inspection staff supporting the City Inspector in performing its roles and responsibilities under this Exhibit 10, to the extent that such supporting staff are reasonably required to be located at the Field Office) until the City Inspector issued the Statement of Final Completion.

1.2 LACMTA shall ensure the Field Office is furnished and contains one machine to print, scan, complete double-sided copying of 11" x 17" sheets in color. LACMTA shall be responsible for providing a reasonable amount of paper products, trash receptacles and drinking water for City staff.

1.3 LACMTA shall ensure the Field Office is regularly cleaned and maintained.

2. **General Requirements for Completion of Work**

2.1 City and LACMTA agree that all Rearrangements will conform to the applicable City Standards (as described in Section 4.5 (*City Standards*) of this Agreement) as they relate to inspection, sampling, and testing of City Facilities. LACMTA agrees to require adherence to such City Standards by the LACMTA Contractors performing any Rearrangements.

2.2 Notwithstanding City inspection or approval of any Construction of a Rearrangement, all work performed by either Party for Construction of a Subject Transportation Project shall be subject to LACMTA inspection and final approval. LACMTA may also inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs and the terms of the applicable LACMTA Contract(s).

2.3 All Rearrangements performed by LACMTA or a LACMTA Contractor shall be inspected by the City. Such inspection services shall be authorized by LACMTA under an appropriate Work Order. The City shall provide inspectors dedicated to the Subject Transportation Projects who will be available throughout Construction of a Subject Transportation Project, at LACMTA's expense and as needed to support the Project Schedule for the Subject Transportation Project, to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work. The City's inspectors shall cooperate and coordinate with the LACMTA Project Liaison and the applicable LACMTA Contractor(s).

2.4 The ~~City's~~City's inspection shall also include planned field reviews for compliance with Construction Staging Plans, including the Traffic Management Plans and self-approved TCPs. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans.

2.5 All City Inspectors shall submit copies of daily written inspection reports as requested to LACMTA, each within 24 hours after the subject inspection. The City will remove and replace any City Inspector within 5 Working Days after LACMTA's request by Notice, for cause. If the City does not agree that there is cause for LACMTA's request, the issue may be escalated under Section 2.5 (*Issue Resolution*) of this Agreement.

2.6 At the inspections performed under this Exhibit 10, each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. The City will provide immediate verbal notice of nonconformance to the LACMTA Project Liaison (or to such other LACMTA staff as may be designated by the LACMTA Project Liaison), followed by a written nonconformance notice delivered to the LACMTA Project Liaison not later than 24 hours after discovery. Likewise, LACMTA will provide immediate verbal notice of nonconformance in the Construction of a Rearrangement or City-Performed Project Work to the City Project Liaison (or to such other City staff as may be designated

Amendment to the Master Cooperative Agreement with the City of Los Angeles

Executive Management Committee

November 19, 2026

Metro

Recommendation

Recommendation:

AUTHORIZE the Chief Executive Officer to execute the Amended Master Cooperative Agreement (MCA) between the City of Los Angeles (City) and the Los Angeles County Metropolitan Transportation Authority (LACMTA, collectively 'the Parties'), which amends the MCA executed in 2023 (Attachment A).

Metro

Background

On September 26, 1991, the City and Metro executed an MCA to design and construct transit systems within the public Right of Way delivered under the Design/Bid/Build method.

On January 21, 2003, a subsequent MCA for systems delivered under the Design/Build delivery method was executed. On September 30, 2020, Metro's CEO terminated the 2003 MCA, reasoning that the agreement was then 20 years old and no longer fit the agency's desire to utilize alternative delivery models for capital projects.

The City and Metro then negotiated a new agreement, executing the current MCA in 2023.

Metro

Updates

The proposed amendments are intended to streamline project delivery, improve coordination between Metro and the City, and reduce administrative delays. The most significant amendment establishes a process by which LADOT delegates Metro authority to approve temporary Traffic Control Plans for our construction projects. This change is intended to reduce delays associated with City approvals and provide Metro greater flexibility in managing construction activities.

Other amendments:

- **Streamlined Construction Coordination** - Replaces the current process with a better coordinated process for construction activities on designated Streets of Significance
- **Updated Administrative and Review Procedures** - Clarifies project documentation and submittal requirements and modifies certain review periods
- **Revised Construction Oversight Procedures** - Provides for field checks upon request rather than routinely planned reviews which will streamline coordination while preserving the City's ability to verify compliance

Metro

Next Steps

- Execute the updated Master Cooperative Agreement
- Transmit the newly signed copy to the City of Los Angeles for City Council ratification and Mayor concurrence
- Implement the new procedures for TCPs per already agreed upon policies and guidelines

Metro

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

File #: 2026-0787, **File Type:** Program **Agenda Number:** 18.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: 2027 LEGISLATIVE PROGRAM

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

A. RECEIVING the State and Federal Legislative Report;

B. ADOPTING the proposed 2027 Federal Legislative Program (Attachment A); and

C. ADOPTING the proposed 2027 State Legislative Program (Attachment B).

ISSUE

On an annual basis, the Board adopts a legislative program for the upcoming state legislative and federal congressional sessions, which provides guidance to staff on legislative issues and policy as a means of advancing and protecting Metro's authority and the transportation interests of Los Angeles County. Pursuant to the goals outlined in the Long-Range Transportation Plan (LRTP), Equity Platform, and other Board directives, staff will continue to evaluate and consider long-term strategic advocacy and legislative goals for the agency as outlined in the plan. Staff will continue to work with the implementing departments within Metro to develop the broader objectives and will seek Board authorization to pursue additional specific measures as they become sufficiently developed and ready for pursuit through legislative processes.

BACKGROUND

The role of the legislative program is to clearly define Metro's goals and objectives by securing necessary legislative authority, program funding, and regulatory actions needed at the state and federal levels. The program provides policy direction to staff and the agency's advocacy activities in Sacramento and Washington, DC. To achieve these important goals, staff will implement a long-term legislative strategy of consensus building and coordination with transportation stakeholders throughout the region, the State of California, and Federal officials. The Legislative Program directs staff to monitor and engage in several legislative and advocacy efforts. The Government Relations Legislative Matrix <https://libraryarchives.metro.net/DB_Attachments/11%20-%20November%

202026%20Legislative%20Matrix.pdf>, updated and presented to the Board on a monthly basis, highlights bills of interest to the agency.

DISCUSSION

A recap of legislative activities for the 2026 calendar year on the state and federal levels can be found below. The Federal and State Legislative goals, as outlined in attachments A and B, will inform the activities pursued by the Government Relations department for the upcoming calendar year.

In addition to constant collaboration with the Board and other internal Metro departments, staff will continue to ensure that legislative priorities and efforts are also coordinated with our regional transportation partners, including Metrolink, Southern California Association of Governments (SCAG), Municipal Operators, and Southern California County transportation commissions.

Federal Recap

In 2026, Metro continued to be guided by the Board-approved Federal Legislative Program in Washington, DC. Mindful of the Trump Administration's transportation policy priorities and the Republican majorities in both the House and Senate, staff worked in good faith with both the Executive and Legislative Branches to advance Metro's capital projects seeking federal funding, safeguard the flow of federal formula funds to the agency, and promote federal policies that support mobility throughout Los Angeles County.

In advancing the Board-approved Federal Legislative Program over the past year, staff is deeply appreciative of the active and ongoing engagement maintained with all members of the Los Angeles County Congressional Delegation, including our two U.S. Senators, Adam Schiff (D-CA) and Alex Padilla (D-CA). From supporting the agency's federal grant requests and capital projects to advancing transportation spending priorities and addressing regulatory matters with the U.S. Department of Transportation (USDOT), the Los Angeles County Congressional Delegation has remained an important partner in our efforts to advance the Board's federal transportation priorities in Washington, DC.

Metro was active on a number of important matters in Washington, DC throughout 2026 and achieved several significant successes in partnership with the Federal Government.

1. On January 15, 2026, Metro's Board of Directors unanimously called on the Trump Administration, through correspondence to U.S. Department of Transportation Secretary Sean Duffy, to include $2 billion for mobility-related needs associated with the 2028 Olympic and Paralympic Games in the President's Fiscal Year 2027 Budget Request. The agency subsequently worked closely with Congresswoman Sydney Kamlager-Dove, who led a letter signed by more than 35 members of Congress from California supporting this funding request.

2. On February 3, 2026, Congress enacted the Fiscal Year 2026 transportation spending bill, which included important federal funding for Metro's capital projects and programs. The measure provided $149.9 million for the Vermont Bus Rapid Transit (BRT) Project, $2.6 million for the Regional Bus Stop Enhancement Program, and funding for the Southeast Gateway

Line Project. The legislation also included funding for transit safety initiatives and mobility needs associated with the 2026 FIFA World Cup and the 2028 Olympic and Paralympic Games.

3. On March 31, 2026, USDOT announced $206 billion in Fiscal Year 2026 transportation funding made available through the Full Year Consolidated Appropriations Act. This included $14.6 billion in federal transit formula funding for transit agencies nationwide, including Metro. The legislation also provided $15 million for safety enhancements at the nation's ten largest transit agencies, of which Metro was allocated $1.2 million to enhance safety across our transit system.

4. In April 2026, following the release of the President's Fiscal Year 2027 Budget Request, which did not include funding for mobility initiatives related to the 2028 Olympic and Paralympic Games, Metro continued its bipartisan engagement with Congress and the Administration to identify opportunities to secure federal support for our agency's Games-related transportation needs. This advocacy built upon the approximately $90 million provided to the region for Games-related mobility efforts through Fiscal Year 2026 appropriations.

5. In May 2026, the House Committee on Transportation and Infrastructure approved the bipartisan BUILD America 250 Act (H.R. 8870) by a vote of 62-2. The legislation proposed approximately $580 billion for highway and rail programs through Fiscal Year 2031, including $87.6 billion in guaranteed Federal Transit Administration contract authority. Consistent with Metro's Board-approved USA Build Initiative, our agency's advocacy secured important provisions in the committee-approved legislation, including increasing the federal funding share for the Expedited Project Delivery Program from 25% to 40%, reducing oversight requirements for experienced grantees, expanding transit project eligibility for MEGA grants, broadening eligible safety and security expenditures, and streamlining the Transportation Infrastructure Finance and Innovation Act (TIFIA) process.

6. On June 11, 2026, Metro hosted U.S. Department of Transportation Secretary Sean Duffy at our Emergency Security and Operations Center to discuss transportation and security plans for the 2026 FIFA World Cup. Secretary Duffy met with Metro leadership, including then-Board Chair Fernando Dutra, CEO Wiggins, and Chief of Police and Emergency Management William Scott. During the visit, Metro outlined its plans to provide direct, nonstop transit service to World Cup matches at SoFi Stadium and expressed appreciation for the $9.6 million in federal funding provided by Congress and allocated by FTA to support World Cup transit services.

7. In June 2026, the House Committee on Appropriations advanced its Fiscal Year 2027 Transportation, Housing, and Urban Development (THUD) spending bill, which included a recommendation of $875 million for transportation assistance related to the 2028 Olympic and Paralympic Games. This important development reflected Metro's continued advocacy with congressional leaders to secure federal support for the world-class mobility plan being developed in partnership with local, regional, and national stakeholders. The funding recommendation remained subject to further congressional action.

8. On July 28, 2026, USDOT approved an $844 million TIFIA loan for Metro's I-105 ExpressLanes Project through the Build America Bureau. This important federal financing approval followed sustained engagement with USDOT leadership and congressional stakeholders, including U.S. Senator Alex Padilla, who raised the project during a June 3, 2026, Senate Environment and Public Works Committee hearing. The low-interest federal loan will help advance this major highway mobility improvement project in Los Angeles County.

9. In August 2026, the Federal Transit Administration awarded Metro $149.9 million through the Capital Investment Grants Small Starts Program for the Vermont Avenue Bus Rapid Transit Project. This award represents the maximum federal funding permitted under the Small Starts Program. Once completed, the 12.4-mile project is projected to serve more than 66,200 daily riders, improve connections to Metro's B, C, D, and E rail lines, and reduce travel times by approximately 24%. The project is also an important component of Metro's transportation plans for the 2028 Olympic and Paralympic Games. Metro is deeply appreciative of the support provided by USDOT, FTA, and members of the Los Angeles County Congressional Delegation in securing this important federal investment.

10. On September 1, 2026, Congress adopted a continuing resolution extending federal government funding and existing surface transportation authorization authorities through December 11, 2026. While the measure provided temporary funding continuity, it did not extend the advance appropriations included in the Infrastructure Investment and Jobs Act, resulting in an anticipated reduction of $4.25 billion annually in federal transit funding nationwide. Metro continued working with congressional leaders to protect federal transportation investments and advance the policy priorities outlined in our Board-approved USA Build Initiative as Congress considered the next surface transportation authorization bill.

11. On September 15, 2026,CEO Wiggins, serving as Co-Chair of the Metropolitan Transit Discussion Group, participated in a Safety and Security Summit in Washington, DC, alongside USDOT Secretary Sean Duffy, Acting FTA Deputy Administrator Matt Cahill, senior Office of Management and Budget officials, and leaders of the nation's largest transit agencies. The summit highlighted advances in public transit safety and security and the economic benefits of federal transit investments. Metro's CEO also engaged with senior congressional leaders to underscore the importance of continued federal support for safe, reliable, and effective public transportation.

12. In October1, 2026, the U.S. Department of Transportation (USDOT) awarded Metro $25 million through the Nationally Significant Multimodal Freight & Highway Projects (INFRA) Grant Program for the State Route 71 Gap Closure Phase 2 Project in the City of Pomona. This important federal investment will help advance the final phase of improvements along the SR-71 corridor, transforming the existing expressway into a full-access controlled facility, closing a critical two-mile gap in the regional high-occupancy vehicle (HOV) network, and improving the movement of people and freight between Los Angeles, Riverside, and San Bernardino Counties. The project will also enhance roadway safety, reduce congestion, and support economic development throughout this nationally significant freight corridor.

13. Throughout 2026, Metro continued to prioritize transit operator safety through engagement

with the Los Angeles County Congressional Delegation and federal transportation policymakers. Our agency supported efforts to strengthen federal protections for transit employees, expand eligible uses of federal transportation funds for safety and security, and advance a people-centered approach to transit safety. These efforts remained closely aligned with our Board-approved Federal Legislative Program and our advocacy related to surface transportation reauthorization.

14. Metro also continued to work closely with members of the Los Angeles County Congressional Delegation and key regional partners, including the Los Angeles/Orange County Building and Construction Trades Council and the Los Angeles Area Chamber of Commerce, to support competitive federal grant applications and advance our agency's capital priorities. These efforts included continued advocacy for the Federal Transit Administration's Capital Investment Grants Program, the Southeast Gateway Line, and other projects that will enhance mobility and improve access to transportation throughout Los Angeles County.

Metro looks forward to continuing to work closely with Congress and the Administration to leverage our local funding to advance transit, highway, safety, and other effective mobility projects throughout Los Angeles County. The agency will remain focused on protecting federal formula funding, advancing the Board-approved USA Build Initiative as Congress considers the next surface transportation authorization bill, and securing the additional federal resources needed to support a world-class mobility experience for the 2028 Olympic and Paralympic Games. These efforts will continue to be guided by our Board-approved Federal Legislative Program and our commitment to improving mobility for the millions of people who live, work, and travel throughout Los Angeles County.

State Recap

During the 2026 State Legislative Session, the California Legislature and Governor Newsom were focused on the cost of living, healthcare, continued wildfire recovery, housing, as well as climate and infrastructure issues. The legislature passed a number of proposals that focused on that state's climate change goals, transportation projects, workforce, artificial intelligence, and funding to support efforts to end homelessness. The following summarizes the 2026 legislative session and Metro's advocacy efforts surrounding the budget and legislation relevant to Metro's projects and programs.

Cap-and-Invest Program

In 2025, the Legislature passed two pieces of legislation that together reauthorized the cap-and-trade program, renaming it cap-and-invest. SB 840 (Limón) and AB 1207 (Irwin) addressed two different components of the program. Together, the bills reauthorized cap-and-invest for an additional 15 years, to 2045, and aim to provide greater certainty in auctions between now and the original expiration date of 2030.

In April of 2026, the California Air Resources Board (CARB) released "*Proposed Amendments to the Regulation for the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms"* for consideration at their next Board meeting. The regulations provide additional emissions allowances in the oil refineries and utilities. The practical result of the proposed regulations would be to reduce funding to the "tier 3" programs in the new cap-and-invest structure, including investments in transit, clean drinking water, and affordable housing.

In late May, after a two-day meeting of CARB, the Board adopted the staff recommended regulations. The final vote was 10-3. Metro staff provided public comment at the meeting, with comments that reflected both of Metro's letters on this issue and urged CARB to vote no on the proposed regulations. The reason Metro and other agencies were stressing a no vote was that the regulations would eliminate funding for key transit programs in the state, threaten the ability to reduce greenhouse gas emissions, and harm some of the most economically vulnerable populations. For Metro alone this would have meant a loss of $50 million yearly in LCTOP funds for operations. Public comment overall was heavily skewed towards opposition of the regulations, with a coalition of transit agencies, affordable housing and some labor unions, other coalitions representing the environmental justice and agricultural communities, and transit riders making opposition comments at a rate of 3-to-1 (roughly 150 opponents to 50 supporters). At the hearing, some Board members raised concerns that mirrored Metro's, but ultimately the Board voted to move forward with adopting the regulations.

Metro staff continued to advocate for the inclusion of additional funding in the state budget process that would account for lost transportation funding caused by the CARB vote. In August, during the final hours of the legislative session, the Legislature passed AB 113 (Gabriel), which made a large number of appropriations in the FY 2026-27 state budget. The appropriations related to transportation are outlined in the state budget update below.

State Budget

Metro staff continued to engage in the budget process through working with members of leadership in the Senate and Assembly, the LA County Delegation, and the incoming gubernatorial administration, in order to ensure that LA County would receive its proportionate share of transportation resources.

In January, Governor Gavin Newsom released his budget proposal for the upcoming fiscal year. Facing stronger-than-anticipated cash receipts, the Governor's budget projected a relatively small $2.9 billion deficit. Citing a volatile federal atmosphere, the budget proposal reflects caution by Newsom's administration. As such, the proposed budget does not create any new spending programs. The proposal also allocated $23 billion into the state's reserves.

Regarding transportation, the initial budget maintained the entirety of the one-time transportation investments included in last year's Budget Act, totaling $14.6 billion. This included:

- $7.6 billion for high-priority transit and rail infrastructure projects. A portion of these funds can also be used to support transit operations.
- $4.2 billion Proposition 1A for the High-Speed Rail Authority to continue building the 119-mile Central Valley Segment.
- $1.2 billion for goods movement projects.
- $1.1 billion for Active Transportation Program projects and climate adaptation projects.
- $410 million for the Zero Emission Transit Capital Program.
- $150 million for grade separation projects.

In mid-May, Governor Newsom released his May Revision ("May Revise") to the proposed Fiscal Year 2026-27 budget, based on the latest economic forecasts available to the Governor and his

Department of Finance. Primarily due to higher-than-anticipated capital gains revenues, the May Revise projected $16 billion more in revenue than previously forecast. The Governor proposed using this revenue increase to help address the expected out-year budget deficits. The May Revise did not propose new significant ongoing spending, additionally opting to cut spending by nearly $2 billion.

The May Revise provided no updates on public transit or climate investments relative to January, or news on the previously scheduled appropriations for SB 125. Nor did it provide updated Greenhouse Gas Reduction Fund revenue projections or an updated Cap-and-Invest Expenditure Plan.

In late June, Governor Gavin Newsom, Senate President pro Tempore Monique Limón, and Assembly Speaker Robert Rivas announced a three-party agreement on the State's budget for fiscal year 2026-27. This followed the Legislature's passage of a budget bill on June 15 and met the deadline to have the budget signed before the start of the new fiscal year begins. The budget deal included an additional $5 billion in ongoing revenues raised through extending a tax on healthcare insurers, capping corporate tax credits, and imposing a new sales tax on software. The Governor formally signed the budget on June 29.

The June budget deal did not address the funding issues associated with the Greenhouse Gas Reduction Fund that arose following the May CARB vote.

The 2025-26 California legislative session came to a close at the end of August. As part of their last actions, the Senate and Assembly passed the final budget package for the current fiscal year. The deal included the following transportation-related items:

SB 125 Zero-Emission Transit Capital Program Funding: $230 million. This represents the full missing funding this year for the zero-emission transit funding program created by SB 125. Metro was due to receive $67 million this fiscal year for this program.

Low Carbon Transit Operations Program (LCTOP) Funding: $48 million statewide. This is less than the $198 million maximum statewide that would have been authorized under the Cap-and-Invest program before the May California Air Resources Board (CARB) decision.

Transit and Intercity Rail Capital Program (TIRCP) Funding: $95 million. This is higher than the $76 million that was in the Senate proposal however it is less than the $400 million statewide that would have been authorized under Cap-and-Invest before the May CARB decision.

Transit Funding for Major Events: $20 million. The Legislature allocated up to $20 million in funding to assist transit agencies in preparing and meeting transit needs of major events that occur in California.

This deal was signed into law by Governor Newsom in September.

2028 Olympic and Paralympic Games Advocacy

Advocacy efforts to secure additional funding for capital improvements for the 2028 Olympic and Paralympic Games accelerated this year. Chairs of the Olympic Committees in the Legislature, Senator Ben Allen (D- Pacific Palisades) and Assemblymember Tina McKinnor (D- Los Angeles)

attended the Metro Special Board Meeting on September 17, 2025. Board members had the opportunity to hear from them both regarding the role that the State is playing in preparation for the 2028 Olympic and Paralympic Games. At that meeting, Senator Allen and Assemblymember McKinnor expressed a desire to coordinate more closely with our Board on efforts to secure State funding. To that end, Metro issued a letter in January with a State ask of $379 million for projects related to light rail improvements, wayfinding, mobility hubs, and related infrastructure. This letter formed the basis for the majority of Metro's budget advocacy this year. Though the agency expected to stay focused on this as our only budget ask this year, the May CARB vote to reduce funding to transit programs funded through the Greenhouse Gas Reduction Fund forced Metro to pivot to dual requests. Though no additional funds for the 2028 Games were identified in the June budget process, the final budget deal of the year included $20 million for transit needs related to the Games. Metro looks forward to working with our State partners to access these funds for capital improvements, and will continue related advocacy for additional funds in the first part of the new legislative session.

Legislative Update

In the 2026 legislative session, the advocacy efforts focused heavily on Board-directed State Legislative Program goals, as well as several proposals that would have impacted Metro programs. Metro was an official sponsor of two bills this year. The following is a summary of activities related to the state legislative process for 2026:

In January, SB 220 by Senator Ben Allen (D - Pacific Palisades), a bill concerning restructuring the Metro Board of Directors, was heard in Senate Transportation Committee. Needing eight votes to pass, the bill failed committee on a vote of 7-2-6. SB 220 had been recently amended to delete the modifications to Metro's Board composition and would have instead imposed a date of July 1, 2027, to submit the report which is required by current law. The original version of the bill from 2025 would have modified the actual structure of the Board to include the new County CEO and the expansion of the Board of Supervisors. Metro testified in opposition to every version of the bill, including at the January hearing, asserting it was unnecessary and citing the recent creation of an ad hoc committee established by Chair Dutra that will consider changes to Board composition. No additional proposals related to the Metro Board moved forward this year.

SB 1361, authored Senator Durazo, was Metro's first piece of sponsored legislation. The bill was signed into law by Governor Newsom in late September and will limit cities' abilities to take specified actions against transit projects on the basis of opposition to increased density requirements in 2025's SB 79 (Wiener). These actions include requesting that the transit agency reduce service to that stop so that SB 79 does not apply, condition approval of a project on the basis of the impacts of increased height or density required by SB 79, or withhold support of an application for funding of a transit project on the basis of the additional height or density required by SB 79.

AB 1837 by Assemblymember Mark Gonzalez was co-sponsored by Metro and signed into law in late September. This bill will extend the sunset for transit agencies to use front-facing cameras on buses to capture parking violations in bus-only lanes. Transit agencies will be authorized to use this technology until January 1, 2034, extending the current authorization due to expire in January of 2027.

Other transportation-related bills signed into law this year include:

- **AB 1944 (Lee)** - until January 1, 2032, this bill will establish specified higher weight limitations up to 25,000 pounds for zero-emission transit buses procured through a solicitation process.
- **AB 1599 (Ahrens)** - this bill will require CalSTA to create, on or before June 1, 2027, and with input from transit operators, the California Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops that includes, but is not limited to, each transit stop's name, location, available seating, and unique identifier, and information on whether the transit stop is sheltered.
- **SB 741 (Blakespear)** - This bill will update and streamline the Low Carbon Transit Operations Program (LCTOP).
- Finally, Metro Government Relations staff also remained engaged on a number of bills throughout the year through coalitions such as the California Transit Association and will continue to do so in the upcoming legislative session.

LA County Delegation Engagement

Metro's State Advocacy strategy continues to include a robust outreach and communications plan to inform and engage the members of the Los Angeles County State Assembly and Senate delegation, in support of the Board-adopted Legislative program, Equity Platform, Zero-Emission Bus Plan and LRTP goals. State advocacy efforts will also continue to support Metro's Planning Department policies and programs to secure discretionary and formula funding under Senate Bill 1 for Los Angeles County as administered by the CTC. Staff will also continue to engage in discussions and advocate for state policies and funding opportunities as the Board approves directives to implement new initiatives that would address Metro's goals to implement the Equity Platform, reimagined public safety system, and affordable housing.

With the upcoming transition to a new gubernatorial administration, Metro will work proactively to establish relationships with the incoming Governor and key administration officials. These efforts will focus on communicating Metro's priorities, identifying opportunities for collaboration, and ensuring that the agency's transportation, infrastructure, funding, and policy objectives are considered as the new administration establishes its priorities. Metro will continue to engage with state leadership to advance regional transportation goals and strengthen its partnership with the State.

This legislative engagement also includes quarterly legislative roundtables briefings with staff, subregional project briefings, and tours with individual legislators. The legislature will reconvene for the first year of the legislative session on January 4, 2027. Government Relations staff will continue to brief staff and elected officials on Metro priorities and projects during the legislative recess.

In addition to the activities described in the updates above, staff will be working to address a variety of other specific policy issues in the Legislative process, budget process as well as in various administrative processes in Sacramento (the entire 2026 State Legislative Program is outlined in Attachment B).

DETERMINATION OF SAFETY IMPACT

Approval of this item supports funding for safety initiatives and rules and regulations that improve

safety.

EQUITY PLATFORM

Adopting the 2027 State and Federal Legislative Program goals helps Metro advocate for policy changes and investments that support Metro's core riders and disadvantaged communities. Outlining Metro's policy priorities to leadership in Sacramento and Washington, DC, is an important tool in creating equitable transportation and economic outcomes for riders of the diverse communities of Los Angeles County. The Board's adoption of the 2027 State and Federal Legislative Program Goals authorizes Metro's staff to engage directly with the state and federal legislature members who are responsible for setting policy and funding targets for the LA County region. Legislation sponsored and supported by Metro as outlined in the Goals creates greater investment opportunities, supports a better customer experience, and accelerates project delivery throughout LA County.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

This item supports Metro's systemwide strategy to reduce VMT through administrative and legislative advocacy activities that will benefit and further encourage transit ridership, ridesharing, and active transportation. Increased state and federal funding received benefits Metro's projects and programs to reduce VMT. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

FINANCIAL IMPACT

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The adoption of the 2027 State and Federal Legislation Program supports Goal #4 in the Vision 2028 Strategic Plan goals, specifically Goal #4.2: Metro will help drive mobility agendas, discussions, and policies at the state, regional, and national levels.

ALTERNATIVES CONSIDERED

The Board of Directors could determine that a legislative program is unnecessary for the agency.

Failure to adopt a legislative program could result in Metro being ill-prepared to address the policy and legislative challenges that will arise during the coming year.

NEXT STEPS

Staff will continue to regularly sponsor briefings in Washington, D.C., and Los Angeles County for the Congressional Delegation and other key staffers on both the House and Senate Appropriations and Authorization committees, and with officials in the Presidential Administration. Staff will continue to brief staff members working for House and Senate committees with primary responsibility for authorizing and appropriations bills.

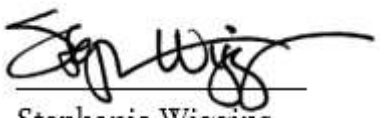
In Sacramento, staff will continue to develop and strategically advance the agency's Board approved State Legislative Program through maintaining support and close relationships with the Los Angeles County State Legislative Delegation, key leaders in the Senate and Assembly Transportation Committees, as well as key stakeholders, including, the Governor, Caltrans Director, California Transportation Commission, and the California State Transportation Agency. Pursuant to the Board adopted Board Advocacy Plan, staff will also work closely with the Board to utilize Board members' relationships and experience in legislative matters.

ATTACHMENTS

Attachment A - 2027 Federal Legislative Program
Attachment B - 2027 State Legislative Program

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ATTACHMENT A

2027 FEDERAL LEGISLATIVE PROGRAM GOALS

GOAL #1: CONTINUE TO BUILD FEDERAL SUPPORT FOR METRO'S AMBITIOUS CAPITAL PROGRAM

Proposed Activities:

In 2027, Metro will continue to advocate for the agency's New Starts transit capital projects to receive funding through the Federal Transit Administration's (FTA) Capital Investment Program (CIG) – working in concert with all relevant stakeholders across Los Angeles County. This work, in part, will include working to ensure that the Southeast Gateway Line Project and other priority transit projects, such as the Sepulveda Transit Corridor and Eastside Transit Corridor Phase 2, advance through FTA's CIG process. This objective will also include working to ensure that the federal law and guidance that defines CIG project selection and prioritization continues to provide Metro with a level playing field to compete for federal CIG funding. It will further include working with other major transit agencies to advocate for extending the historic transit investments included in the expired surface transportation authorization (P.L 117-53). Staff will also seek opportunities to ensure that federal efforts to streamline infrastructure permitting benefit Metro's capital projects.

GOAL #2: CONTINUE TO WORK WITH THE FEDERAL GOVERNMENT TO SECURE THE FEDERAL FUNDING NECESSARY FOR METRO TO PROVIDE TRANSIT SERVICES FOR THE 2028 U.S. OLYMPIC AND PARALYMPIC GAMES

Proposed Activities:

Historically, the U.S. Department of Transportation has played a vital role in assisting and coordinating with regional transportation agencies to ensure enhanced mobility for Olympic and Paralympic Games held in the United States. In coordination with key stakeholders, Metro will continue to work with officials in the White House, the U.S. Department of Transportation, and Congress to promote and advance the opportunity for the federal government to fund Metro's 2028 Games mobility plan. .

GOAL #3: ADVOCATE FOR THE POLICY REFORMS INCLUDED IN METRO'S BOARD-APPROVED USA BUILD INITIATIVE TO BE EMBEDDED IN OUR NATION'S NEXT SURFACE TRANSPORTATION

AUTHORIZATION BILL

Proposed Activities:

The historic Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-53) expired on September 30, 2026. Given our agency's strong and successful track record in providing Congress with policy and funding recommendations related to surface transportation authorization bills, the Metro Board has adopted a list of provisions to enhance the mobility Metro provides across Los Angeles County through robust Federal assistance and improvements in project delivery. Previous Metro initiatives, like the America Fast Forward program, demonstrably improved our ability to draw federal funds to our agency. Our Board-approved USA Build Initiative outlines our agency's support for, among other provisions, a set of reforms to the FTA's CIG Program – which has been essential in funding the expansion of Metro's transit network. We look forward to working with Members of Congress and their professional staff to ensure that the USA Build Initiative's policy proposals are included in the forthcoming surface transportation reauthorization legislation.

GOAL 4#: CONTINUE TO ACTIVELY SUPPORT EFFORTS TO BRING FEDERAL RESOURCES TO PROJECTS SERVING DISADVANTAGED COMMUNITIES ACROSS LOS ANGELES COUNTY – THROUGH PROGRAMS LIKE THE USDOT'S DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Proposed Activity:

Continue our agency's leadership in working with the Los Angeles County Congressional Delegation to build awareness among federal policymakers about existing inequalities in our region and the potential for Metro projects and programs to provide access to opportunity for disadvantaged communities. We will continue to support efforts, like the U.S. Department of Transportation's Disadvantaged Business Enterprise program that has historically sought to directly benefit these communities across Los Angeles County.

GOAL #5: SECURE DISCRETIONARY GRANT FUNDING FROM MAJOR USDOT GRANT PROGRAMS

Proposed Activities:

The agency will continue to work closely with Los Angeles County's Congressional Delegation – and other key stakeholders - to demonstrate strong support for grant applications that Metro submits to the U.S. Department of Transportation. These grant applications would be for, but

not limited to, the MEGA/INFRA Grant Program, RAISE Grant Program, Bus, and Bus Facilities, the Low/No Grant Program and the Greenhouse Gas Reduction Fund – among other federal grant opportunities.

GOAL #6:

ENGAGE WITH USDOT ON REGULATIONS AND PROPOSED RULEMAKING THAT IMPACTS METRO, INCLUDING PERMITTING REFORM

Proposed Activities:

Staff will continue to work to ensure Metro's interests are well represented in the Federal rulemaking process. This includes close coordination and submission of public comments, direct communication with agencies and agency officials, and encouraging Congressional involvement to help us accomplish our Board-approved policy goals.

GOAL #7: SEEK TO SAFEGUARD THE REFORMS TO FEDERAL LOCAL HIRE RULES THAT WERE EMBEDDED IN THE MOST RECENT SURFACE TRANSPORTATION AUTHORIZATION (P.L. 117-53)

Proposed Activities:

Work with the Executive Branch, Congress, and other relevant stakeholders to safeguard the reforms included in the expiring surface transportation authorization which permit Local Hiring. In particular, we will work to ensure the next surface transportation reauthorization bill does not diminish these reforms, and, at best, enshrines and advances them. This would be done by highlighting the positive impact hiring locally is having on Metro's capital program and on the communities Metro serves.

GOAL #8: CONTINUE TO ACTIVELY SUPPORT FEDERAL EFFORTS TO ENHANCE TRANSIT OPERATOR SAFETY AND HIGHLIGHT THE SUCCESS OF OUR THREE-PRONGED SAFETY STRATEGY

Proposed Activity:

Continue the agency's leadership in working with the Executive Branch and the Los Angeles County Congressional Delegation to advance federal initiatives to enhance transit operator safety. The effort to reauthorize federal surface transportation programs will provide our agency with an opportunity to work

with a variety of stakeholders to authorize federal programs to further enhance transit operator safety, as outlined in our Board-approved USA Build Initiative. We will also highlight our agency's successful three-pronged safety strategy; making sure uniformed personnel are visible and engaged; improving access control so that people are only on our system for the purposes of transit, and partnering with Los Angeles County and nonprofit organizations to help people in need on and around our transit system.

GOAL #9: ADVOCATE FOR POLICIES AND FUNDING TO ASSIST IN HELPING THE COUNTY REDUCE HOMELESSNESS

Proposed Activity:

Consistent with Board directives, Metro will support legislation, initiatives, and programs for additional funding, services, and resources to address the homelessness crisis, including any opportunities for direct assistance to Metro and our partner agencies.

GOAL #10: CONTINUE TO WORK TO BRING A PERMANENT CENTER OF TRANSPORTATION EXCELLENCE INDUSTRIAL PARK TO LOS ANGELES COUNTY

Proposed Activities:

Continue efforts to encourage federal support for Metro's Board-approved goal of creating a Center of Transportation Excellence within Los Angeles County – which would result in having a rolling stock production facility in Los Angeles County. This facility may also include, but not be limited to, suppliers of rail and bus parts, a rail test track, and a climate-controlled facility for testing purposes.

GOAL #11: WORK WITH FEDERAL STAKEHOLDERS TO ENHANCE ACCESSIBILITY AND AFFORDABILITY TO OUR TRANSIT SYSTEM

Proposed Activities:

1. Work with Congress and the U.S. Department of Transportation to further strengthen accessibility at our stations and on our rail vehicles and buses.

2. Specifically, work directly with FTA to explore securing federal funding through the All Stations Accessibility Program. This program

"makes competitive funding available to assist in the financing of capital projects to repair, improve, modify, retrofit, or relocate infrastructure of stations or facilities to make all public areas of the station accessible to people with disabilities, including those who use wheelchairs."

3. Work with Congress to explore federal programs and initiatives, including those that may be pilot projects, that serve to make our system more affordable for transit riders.

GOAL #12: ADDITIONAL PRIORITIES

Proposed Activities:

1. Work to mitigate impacts of the US Department of Labor determination regarding PEPRA in coordination with all relevant state and federal partners;

2. Work to ensure that any legislation adopted by Congress and signed into law by the President concerning autonomous vehicles does not compromise safety by weakening state and local traffic laws;

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

4. Work with the Executive Branch to avoid or mitigate negative impacts as a result of the implementation of tariffs on steel and various rolling stock parts and materials;

5. Work to support funding for active transportation such as first/last mile mobility solutions;

6. Work with USDOT – consistent with Board policy – to address congestion pricing opportunities with respect to potential funding and regulations;

7. Work with Congress to allow art and non-functional landscaping expenses related to transit projects to be eligible for federal funding;
8. Support legislation that would create new financial incentives to facilitate the development of affordable housing around transit;

9. Seek to ensure tax benefits and credits that are important to Metro

remain in the U.S. tax code.

10. Monitor and support legislation that would authorize the cities and unincorporated areas of Los Angeles County to develop and implement strategies to improve roadway and rail-related safety measures and the goal of eliminating traffic-related fatalities.

11. Work to ensure any federal permitting reform efforts by Congress enable our agency to more efficiently and effectively advance transit project and mobility enhancing infrastructure across LA County.

Adoption of this legislative program authorizes Metro's Chief Executive Officer to send correspondence regarding Metro's positions, including but not limited to positions on regulation and legislation. This authorization expressly includes correspondence signed by the majority of Metro Board Members.

ATTACHMENT B

2027 STATE LEGISLATIVE PROGRAM GOALS

GOAL #1: ENSURE THE STATE CONTINUES TO SECURE, PROTECT, AND FULLY FUND THE MAJOR TRANSPORTATION PROGRAMS

Proposed Activities:

Protect Metro's key fund sources to deliver and advance equitable transportation options;

Secure proportionate share of state fund allocations under the various transportation funding programs created and expanded under the provisions of Senate Bill 1 (2017) for Los Angeles County;

Support and preserve key funding sources under Senate Bill 1;

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

Protect Public Transportation Account revenues;

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

Oppose any legislation and/or statewide initiatives that would jeopardize funding or repeal key components of Senate Bill 1; and

Support the continued appropriation of zero-emission transit capital funding through the SB 125 (2023) program.

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

Proposed Activities:

Support transportation funding proposals and ensure that they are structured to support Metro's priority projects, initiatives and programs;
Work with statewide partners on any efforts to develop new transportation-related fees or taxes to fund mobility improvements in Los Angeles County;

Support legislation that authorizes, clarifies, or expands the implementation of innovative funding mechanisms for regional transportation planning agencies and the County of Los Angeles; and

Support legislation that protects Metro's authority to collect dedicated local sales tax revenues.

GOAL #3: WORK TO ENSURE IMPLEMENTATION OF METRO'S BOARD- ADOPTED LONG-RANGE TRANSPORTATION PLAN (LRTP)

Proposed Activities:

Pursue strategies and funding opportunities to implement the various modal programs in the Board-adopted LRTP;

Work to secure additional funds through the various state funding programs including but not limited to, Local Partnership Program, Active Transportation Program, Solutions for Congested Corridors Program, State Highway Maintenance and Rehabilitation Program, Transit and Intercity Rail Capital Program, Low Carbon Transit Operations Program, State Transportation Improvement Program, State Highway Operations and Preservation Program, freight corridor programs, cap-and-invest legislative discretionary funds, and bond funds;

Support legislation that would better position Metro to receive funding through various state programs; and

Support legislation that facilitates and/or clarifies the use of public private partnerships and other innovative project delivery mechanisms for transit projects.

GOAL #4: SUPPORT LEGISLATION, REGULATORY ACTION, AND FUNDING INITIATIVES THAT SUPPORT TRANSIT RIDERS, SUPPORT METRO'S MULTILAYERED APPROACH TO PUBLIC SAFETY, AND ENHANCE THE CUSTOMER EXPERIENCE

Proposed Activities:

Support legislation and appropriate levels of funding from the state budget to support implementation of a fareless transit system;

Support legislation, initiatives, and programs for additional funding, services and resources to address the homelessness crisis, including any opportunities for direct assistance to Metro and our partner agencies;

Monitor legislation and funding opportunities that impact and incentivize the development of affordable and transit-adjacent housing;

Support any efforts to increase funding and expand eligibility to transit agencies to aid in the fight to end homelessness;

Explore legislation that supports Metro's ability to more efficiently implement the Board-approved multi-layered approach to safety and security, including but not limited to increased penalties for operator assaults;

Support legislation that further protects Metro's transportation infrastructure and operations from critical metal theft, including copper wire theft;

Support legislation that incorporates elements of Metro's transit-oriented communities strategies in regional housing planning and development;

Increase flexibility for Metro to deliver transit-supportive, community supported, and neighborhood appropriate uses;

Support legislation, regulation, and state budget action that support Metro's goals of eliminating disparities, meaningfully engaging communities, advancing equitable outcomes, and increasing access and mobility options for marginalized and vulnerable people;

Support legislation and explore potential funding mechanisms that would impact Metro's ability to implement the goals and objectives in studies currently underway at Metro, such as improving the customer experience; and

Coordinate with relevant federal, state, and County agencies, such as the Los Angeles County Department of Public Social Services, to make necessary technical and system upgrades to TAP in order to Enroll members into LIFE upon qualification without undergoing an additional LIFE application and enable social benefit cards to be used in lieu of Metro fare media to access the Metro's system and LIFE's free and discounted rides.

GOAL #5: SUPPORT EFFORTS TO IMPROVE SAFETY AND IMPROVE SERVICE ON THE REGION'S COMMUTER RAIL SYSTEM

Proposed Activities:

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

Support legislation and actions that would benefit Metrolink's SCORE program of capital projects;

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

Support legislation and funding programs that promote the accelerated certification of new rail vehicle technologies, prioritizing zero emission propulsion, and pilot programs which test their viability, and pursue funding opportunities to deploy such technology whenever and wherever they become available.

GOAL #6: MAXIMIZE OPPORTUNITIES FOR FUNDING LOS ANGELES COUNTY'S TRANSPORTATION PROJECTS AND PROGRAMS THROUGH IMPLEMENTATION OF THE STATE'S CAP-AND-INVEST PROGRAMS

Proposed Activities:

Support legislative proposals that restore funding to the Greenhouse Gas Reduction Fund, following declines caused by May 2026 California Air Resources Board regulatory vote;

Ensure cap-and-invest funds are allocated to transportation, and that Los Angeles County receives a proportionate share;

Support the additional allocation of cap-and-invest funds to support key Metro priorities, such as Metro's transit capital and operations program, fare-free transit, zero-emission bus conversion, and zero-emission vehicle charging infrastructure expansion, including funding to support zero-emission trucks in heavily-traveled freight corridors; and

Consistent with Goal #12, ensure that the extension of cap-and-invest funds for the California High-Speed Rail Project continues to invest in essential high speed rail projects that provide connectivity and utility in Los Angeles County.

GOAL #7: COORDINATE WITH OUR LOCAL AND STATE PARTNERS TO INCORPORATE THE REGION'S NEEDS IN EMERGING CLIMATE CHANGE AND SUSTAINABILITY PROGRAMS

Proposed Activities:

Monitor continued implementation of AB 32, SB 743, and SB 375 (including sustainable community strategies and related initiatives/documents);

Work in partnership with the Governor's Office of Planning and Research (OPR), California Air Resources Board (CARB), California Transit Association (CTA), California

Energy Commission (CEC), Strategic Growth Council (SGC), Southern California Air Quality Management District (SCAQMD) to support Metro's projects and programs;

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

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

Encourage development and utilization of regulations and technologies that would enhance the ability to expand, deploy and operate Metro Bike Share;

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

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

Support legislation that would allocate funding for climate resiliency planning and implementation for transit;

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

Advocate for funding for Metro's first/last mile, bike and pedestrian projects under the State's Active Transportation and Local Planning Grants programs;

Monitor and support legislation that would authorize the cities and unincorporated areas of Los Angeles County to develop and implement strategies to reach Vision Zero goals of improving safety and eliminating traffic-related fatalities;

Identify, monitor, and support legislation that will advance the implementation of Metro's Street Safety, Data Sharing, and Collaboration Policy goals; and

Support new and existing initiatives that complement the development and subsequent implementation of Metro's Zero-Emission Bus Strategic Plan and other Board directives.

GOAL #8: ACTIVELY WORK WITH STATE, REGIONAL AND LOCAL TRANSPORTATION INTERESTS AND ENHANCE TRANSPORTATION AND INFRASTRUCTURE FUNDING AND PROGRAMS STATEWIDE

Proposed Activities:

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

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

Oppose any efforts to modify Senate Bill 1 programs that would reduce funding for Los Angeles County;

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

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

GOAL #9: SUPPORT LEGISLATIVE AND REGULATORY ACTIONS THAT ENHANCE AND PROTECT METRO'S ABILITY TO DELIVER INNOVATIVE TRANSPORTATION PROJECTS AND SERVICES IN LOS ANGELES COUNTY

Proposed Activities:

Support efforts to clarify the oversight responsibilities of the PUC with respect to rail transit;

Support legislation to modernize or restructure the composition and governance of the Metro Board of Directors consistent with Board-adopted policies and actions, and oppose legislation that is inconsistent or conflicts with such actions;

Oppose legislation that would preempt collective bargaining, impose benefits in collective bargaining agreements or restrict the rights of local agencies in the collective bargaining process;
Preserve our authority in regional transportation funding decisions including those granted through SB 45;

Support legislation that would support or enhance Metro's long-term plans for energy resiliency;

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

Support initiatives and legislation to enhance Metro's ability to ensure safety of development and construction activities within or adjacent to Metro's infrastructure and right-of-way, in coordination with local municipalities, developers, and utility companies.

Monitor regulations and legislation that would clarify the State's distribution of sales tax revenues to Los Angeles County and Metro;

Coordinate with regional partners and monitor the State's autonomous vehicle regulations and ensure that federal, state and local regulations are aligned;

Support efforts to enhance the use of electronic fare payment or smart card technology and allow for ease of access for qualification for low-income riders;

Support legislation to align Metro's contracting and procurement authority, including applicable contract thresholds and limits, with state and federal standards to promote consistency, administrative efficiency, flexibility, and the effective delivery of transportation projects and services;
Support legislation that would authorize and promote the use of technology to enhance safety, security and operations for our bus and rail operations; and

Explore and pursue opportunities to accelerate and reduce costs on Metro projects.

GOAL #10: OPPOSE ANY LEGISLATION THAT COULD NEGATIVELY IMPACT METRO'S ABILITY TO OPERATE THE EXPRESSLANES PROGRAM AND SUPOPORT LEGISLATION THAT ALLOWS FOR FUTURE EXPRESSLANES EXPANSION AND OTHER PRICING STRATEGIES

Proposed Activities:

Support legislation that

1. Encourages development and utilization of regulations and technologies that would enhance the ability to verify vehicle occupancy and toll collection/payment.
2. Enhances Metro's ability to enforce the ExpressLanes Board adopted toll policy.
3. Amends Streets and Highways codes that impact Metro's ability to perform toll related functions including interoperability with other California toll agencies.
4. Supports and enables Metro's ability to expand Metro's ExpressLanes network upon Board approval.
5. Provides clarification of AB 194 regarding roles and responsibilities of Metro and Caltrans.
6. Supports and authorizes flexibility in how net toll-revenues are re-invested in support of an expanded corridor network of ExpressLanes in Los Angeles County.

7. Explore and support legislation that would authorize Metro to expand the use of pricing in Los Angeles County in partnership with local municipalities.

Oppose legislation that would:

1. Negatively impact Metro's ability to manage ExpressLanes demand utilizing congestion pricing.
2. Negatively impact financial viability and local control of ExpressLanes revenues.
3. Limit Metro's ability to operate and expand the ExpressLanes network.
4. Redirect SHOPP funding for maintaining the corridor.

GOAL #11: ADVOCATE FOR POLICIES AND FUNDING THAT INCREASE THE SUPPLY AND AFFORDABILITY OF HOUSING IN LOS ANGELES COUNTY AND OTHER TRANSIT SUPPORTIVE USES NEAR METRO CORRIDORS

Proposed Activities:

Support legislation, initiatives, and programs that aim to:

1. Reduce the costs and time to deliver affordable housing;
2. Complement Metro's TOC Policy (including anti-displacement and anti-gentrification policies);
3. Reduce Surplus Land Act impacts to Metro's Joint Development Program;
4. Stabilize and enhance housing affordability in existing communities;
5. Provide resources to Metro, LA County jurisdictions and other partner agencies to develop more collaborative land use policies that support equitable transit-oriented communities.

Identify and pursue opportunities for additional funding and policy reform for Southern California transportation infrastructure and transit oriented housing projects;

Support legislation and funding opportunities that incentivize, support, and accelerate the development of affordable and transit-adjacent housing;

Work with legislators and the Governor's office to preserve and increase the ability of the Joint Development Program to deliver on its portfolio approach to achieving housing goals;

Identify and pursue opportunities to consolidate and streamline applying for transportation infrastructure and transit-oriented development and housing grants;

Support legislation that would enable Metro and other transit agency joint development project to qualify for streamlining provisions under the California Environmental Quality Act;

Explore legislation that would allow Metro to set aside units in joint development projects with a preference for Metro employees;

Explore legislation that would clarify provisions of state law that impact Metro's real property transactions and ground leasing for transit-oriented developments, and affordable housing and other agency uses;

Seek to program modifications that recognize Metro's land discount as a significant contribution to affordable projects; and

Support legislation that would enhance opportunities for Opportunity Zones, Value Capture, Enhanced Infrastructure Financing Districts, or related concepts and mechanisms to fund transportation infrastructure or promote Transit-Oriented Developments and Metro's Transit Oriented Communities strategy.

GOAL #12: SUPPORT EFFORTS TO IMPLEMENT HIGH SPEED RAIL (HSR) IN LOS ANGELES COUNTY

Proposed Activities:

Advocate for the full allocation of funding to the Link Union Station project Phase A and Phase B and other corridor enhancements in Los Angeles County which support the ultimate completion of the High Speed Rail project;

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

Support allocation of cap-and-invest funds to projects that connect to the High Speed Rail Project in Los Angeles County;

Support legislation that preserves "book-end" funding for early-action projects identified as vital to the delivery of the HSR project in Southern California;

Support efforts to ensure that NEPA assignment authority for highway and transit projects is preserved; and

Support streamlining project approvals under Caltrans' NEPA assignment authority.

GOAL #13: SUPPORT EFFORTS TO FUND AND IMPLEMENT THE I-710/LONG BEACH-EAST LA CORRIDOR ZERO EMISSION TRUCK PROGRAM AND SECURE

APPROVAL OF KEY FREIGHT PROJECTS AT THE CALIFORNIA TRANSPORTATION COMMISSION AND OTHER STATE AGENCIES

Proposed Activities:

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

Advocate that Los Angeles County receive a proportionate share of funding through the State's Trade Corridor Enhancement Program and other state funding for zero-emission heavy-duty trucks;

Advocate for the deployment of clean-fuel trucks funded by the State in Los Angeles County;

Support regional and statewide efforts to secure and preserve funding for freight corridors; and

Support regional and statewide efforts to fund innovations in clean-freight technology including the deployment of on-dock rail improvements, clean vehicle charging infrastructure, and zero-emission trucks.

Support funding for projects and programs designed to mitigate impacts (air quality, public health, noise, safety, etc.) on communities adjacent to goods movement infrastructure.

GOAL #14: CONTINUE TO WORK WITH THE GOVERNOR'S OFFICE AND STATE TRANSPORTATION AGENCY TO SUCCESSFULLY COORDINATE ON THE 2028 U.S. OLYMPIC AND PARALYMPIC GAMES BEING HELD IN LOS ANGELES COUNTY

Proposed Activities:

Advocate for funding, legislation, and regulation streamlining that helps support mobility projects associated with the Olympic and Paralympic Games in Los Angeles; and

Continue to work with Games Mobility Executives (GME) Partners, the County of Los Angeles, and venue cities to support Metro's Mobility Concept Plan.

Adoption of this legislative program authorizes Metro's Chief Executive Officer to send correspondence regarding Metro's positions, including but not limited to positions on regulation and legislation. This authorization expressly includes correspondence signed by the majority of Metro Board Members.

Government Relations
2027 State and Federal Legislative Program Summary

Executive Management Committee
November 19, 2026

Metro

2027 Federal Legislative Program Updates

Goal 1 – Federal Support for Metro's Capital Program: Work to secure federal funding for Metro's priority transit projects through the FTA's Capital Investment Grant (CIG) Program, ensure that the FTA's CIG Guidance enhances our ability to secure federal funding for our transit projects, and advocate to extend the forward appropriations included in the 2021 surface transportation authorization (IIJA).

Goal 2 – Olympic and Paralympic Games: Revised to focus on securing federal funding for Metro's 2028 Olympic and Paralympic Games mobility plan, including securing formal White House OMB support for a Congressional appropriation for Games transit.

Goal 3 – USA Build Initiative: Updated to reflect the Infrastructure Investment and Jobs Act's expiration on September 30, 2026, and emphasize incorporating Metro's USA Build Initiative policy reforms into the next surface transportation authorization bill.

Goals #5–8: Updated language to reflect the expiration of the previous surface transportation authorization and the upcoming reauthorization process, while maintaining Metro's priorities for federal discretionary grants, regulatory and permitting reforms, local hiring protections, and transit operator safety.

Metro

2027 State Legislative Program Updates

Goal 6 – added the following: Support legislative proposals that restore funding to the Greenhouse Gas Reduction Fund, following declines caused by May 2026 California Air Resources Board regulatory vote;

Goal 9 – added the following: Support legislation to modernize or restructure the composition and governance of the Metro Board of Directors consistent with Board-adopted policies and actions, and oppose legislation that is inconsistent or conflicts with such actions;

Goal 9 – added the following: Support legislation to align Metro's contracting and procurement authority, including applicable contract thresholds and limits, with state and federal standards to promote consistency, administrative efficiency, flexibility, and the effective delivery of transportation projects and services;

Metro

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

File #: 2026-0754, **File Type:** Contract **Agenda Number:** 19.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: SEPULVEDA TRANSIT CORRIDOR

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. EXECUTE Modification No. 14 to Contract No. PS66773HRT with Sepulveda Transit Corridor Partners, LLC (STCP) to provide additional technical services in the amount of $29,645,334.25 for design and project development to advance the approved Sepulveda Transit Corridor Locally Preferred Alternative (LPA), increasing the contract value from $87,353,033.75 to $116,998,368;

B. AUTHORIZE additional Contract Modification Authority (CMA) for Contract No. PS66773HRT in the amount of $2,964,533.43 and authorize the CEO to execute individual Contract Modifications within the Board-approved CMA; and

C. AMEND the adopted FY27 budget to increase non-labor funding for Project #460305 by $26,500,000 from $59,023,199 to $85,523,199.

ISSUE

At its January 2026 meeting, the Board selected the Locally Preferred Alternative (LPA) for the Sepulveda Transit Corridor as heavy rail transit underground between Van Nuys Metrolink Station and the E Line Expo/Sepulveda station modified to provide connections to the Metro G Line and East San Fernando Valley (ESFV) light rail line at Van Nuys Boulevard. The Sepulveda Transit Corridor is a Measure M and Metro Pillar Project. In addition, the Board authorized further design refinements and advancement of the LPA to address project cost, risk, and comments received on the Draft Environmental Impact Report (EIR).

Staff is seeking the Board's approval of a contract modification to provide engineering and project development services to continue the advancement of the Project. This modification will allow staff to advance Project design up to approximately 30 percent level providing for more detailed project design to better understand and address project cost and risk. The contractor will also finalize the project delivery strategy and contract packaging approach. Finally, the modification would provide further analysis and planning to support the project funding and financing approach.

BACKGROUND

The Sepulveda Corridor is a vital link for the communities of greater Los Angeles, connecting residents in the San Fernando Valley and communities to the north to the Westside's bustling employment hubs and cultural landmarks. The natural barrier created by the Santa Monica Mountains makes traveling between the San Fernando Valley and the Westside difficult and slow. The I-405 is one of the most congested corridors in the country-ranked #17 nationally and #4 in California-and transit service between the San Fernando Valley and the Westside is limited. The Sepulveda Transit Corridor Project (the Project) would add a critical regional connection to the transportation network, linking the San Fernando Valley with the Westside and providing a fast, safe and reliable alternative to the congested I-405 freeway.

In 2016, Los Angeles County voters approved Measure M, which included transit improvements between the San Fernando Valley, the Westside, and Los Angeles International Airport (LAX). Measure M identifies the implementation of the Project in two phases: 1) Segment between the San Fernando Valley and the Westside; and 2) Extension to LAX. Between 2017 and 2019, Metro conducted the Sepulveda Transit Corridor Feasibility Study, which identified three feasible heavy rail alternatives and one feasible monorail alternative between the San Fernando Valley and the Westside. The Board received the findings of the study in 2019.

At its July 2019 meeting, the Board approved a finding that using a pre-development agreement (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. A 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. This is the first project Metro has utilized a PDA. Subsequently, at its March 2021 meeting, the Board approved the award of PDAs with two contractor teams for the further definition and design development of the contractors' transit alternatives. In August 2021, a Notice to Proceed was issued to these teams, which resulted in five PDA alternatives being carried forward for environmental study. In addition, elements from the Feasibility Study that were not proposed by either PDA team were incorporated into a sixth alternative for environmental review by Metro's environmental consultant.

The Project began the CEQA environmental clearance process on November 30, 2021, and the scoping period extended for 74 days through February 11, 2022. In July 2024, one of the alternatives (Alternative 2) was removed from further consideration at the request of one of the PDA teams. The Draft EIR, which evaluated the five remaining alternatives, was released on June 2, 2025 for a 90-day public review and comment period through August 30, 2025. On January 22, 2026, the Board unanimously selected the LPA and identified an Initial Operating Segment (IOS) between the Metro G and D Lines. Over 400 supportive comments were received by the Board Clerk ahead of these actions and approximately 100 people spoke at the Planning and Programming Committee or full Board Meeting in support of the LPA or the Project. The LPA includes the elements proposed by Sepulveda Transit Corridor Partners (STCP), one of the PDA teams.

Since the Board's action, progress has been made on multiple fronts. In April and May, five public meetings were held to inform the public about the LPA and next steps including the approach to

advance a Recirculated Draft EIR in parallel with the NEPA environmental process to avoid a delay in the environmental schedule. Draft and Final versions of the Planning and Environmental Linkages Study were released which streamline NEPA and allow the NEPA process to focus on the LPA.

Design refinements, which were discussed when the LPA was selected and during the Spring public meetings, continue to be advanced including:

- Refined alignment and station designs resulting from differences in tunnel and station configurations in areas where the LPA generally follows the alignment of Alternative 6
- Initial Operating Segment (IOS) between Metro D and G Lines
- New location for Maintenance and Storage Facility (MSF)
- Other potential refinements in response to agency and public input received,

Based on this preliminary work, Metro and the Federal Transit Administration (FTA) are holding a scoping period for the Project between Monday, October 19 and Monday, November 23, 2026. Comments received during this scoping period will inform development of a Recirculated Draft EIR under CEQA and a draft environmental document under the National Environmental Policy Act (NEPA) as well as project design. Scoping is an opportunity for the community and stakeholders to provide input on the LPA, IOS, project elements (such as MSF locations), and potentially significant environmental impacts and issues that should be evaluated in the environmental process. NEPA environmental clearance is required for the project to obtain federal funding. A joint State and federal environmental document will cover both California and federal environmental requirements and lead to state and federal approvals being achieved concurrently.

In addition, since the Board's LPA action, the evaluation of project delivery considerations, including contracting, project funding, and financing, has been advanced with a focus on opportunities to deliver service to customers as soon as possible.

DISCUSSION

Scope of Modification

To advance the delivery of the Project, with a focus on the Board-identified IOS, Modification 14 will:

- Advance design from approximately 15 percent (Advanced Conceptual Engineering) to 30 percent (Preliminary Engineering)
- Consider comments received from the community and stakeholders, including during the 2025 Draft EIR circulation and the 2026 NEPA and CEQA scoping period
- Incorporate stakeholder and 3rd party coordination critical to addressing cost and schedule risks
- Update all cost estimates
- Refine financial plan and financial model to reflect the advancing design, procurement and operating requirements
- Finalize the project delivery strategy and contract packaging approach
- Continue engagement with stakeholders, such as Los Angeles Department of Water and Power, University of California, Los Angeles, and the City and County of Los Angeles
- Support community meetings updating the public on the process and other project information

The contract modification authority increase will provide flexibility to address changes in conditions or

assumptions quickly given the early stage and complexity of the Project.

With the Board's direction on the LPA and IOS, this modification advances project design and delivery strategy in parallel with the environmental process. This approach is intentional to prepare the project for implementation while identifying and addressing high-risk cost drivers earlier in project development, without any impacts to schedule.

Project Delivery Strategy Approach

The project delivery strategy identified by STCP includes procuring multiple construction contracts (due to the scale of the Project) with an objective of obtaining fixed-price costs for each contract, ultimately providing cost certainty to Metro. While bringing on multiple construction contractors had previously been contemplated, the updated approach includes early contractor involvement during the 30% design development phase, rather than as part of more advanced design. This approach is informed by industry best practice for large, complex capital infrastructure delivery. Bringing contractors on board before 30% design completion allows for earlier contractor input on design, which ensures designs are constructable in the most time and cost-efficient way possible, facilitates the transition to contractor ownership of design, and ultimately leads to cost certainty.

The procurement of construction contractors would be done in parallel with the environmental process and design advancement. These activities are often done in series; by doing them in parallel, Metro seeks to accelerate the delivery of the Project. Contractor input will also inform the design evaluated in the environmental process, minimizing future changes and delays.

Following STCP procurement of construction contractors, staff will return to the Board for additional modifications to support early contractor involvement, inclusive of small businesses. Also, staff will return to the Board with results of a P3 Business Case, tentatively planned in 2027. That item would inform future Board action on additional modifications to the PDA, if any, which could include additional design anticipated to obtain a fixed price for the Project. The P3 Business Case and subsequent actions would also inform Board action on entering into a formal P3 agreement.

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 phase.

FINANCIAL IMPACT

The adopted FY27 budget includes $59.0 million for non-labor costs for the Sepulveda Transit Corridor project. The FY27 budget would be increased by $26.5 million resulting in a total FY27 non -labor budget of $85.5 million. The project number is 460305 and the account number is 50316 for professional services. Since this is a multi-year program, the Cost Center Manager, Project Manager, and Chief Program Management Officer will be responsible for budgeting in future years.

Impact to Budget

The sources of funds are Measure R and Measure M 35% Transit Construction funds. These funds are not eligible for bus or rail operating expenses.

EQUITY PLATFORM

The Project will connect the San Fernando Valley and Westside with fast, reliable and safe transit providing increased access to jobs, housing, education, healthcare and major destinations. Equity Focus Communities (EFCs) within the Study Area are around UCLA and at the north end of the corridor around Van Nuys. For the Draft EIR alternatives, the total number of people living in EFCs within a ½ mile distance of a rail station ranges from 22,700 to 33,000. By 2045, it is forecast that the Project would carry between 17,300 and 30,500 people each day who are coming from EFCs depending on the DEIR alternative. Because the LPA utilizes general station locations of two different DEIR alternatives, these figures will be updated as the LPA design and corresponding analysis is updated.

Starting with scoping for the Draft EIR in November 2021, the Project identified six goals, one of which was “Improve Accessibility and Promote Equity.” The objectives associated with this goal were “Improve Access for Equity Focus Communities” and “Target Infrastructure and Service Investments Toward Those with the Greatest Mobility Needs.” The Project goals and objectives inform the development and evaluation of alternatives throughout the environmental process. Additionally, an equity impact analysis was undertaken for the Project to provide a focused review of alternatives through an equity lens.

Since initiating the Project, Metro has conducted a broad range of activities, including booths at events with bilingual staff, outreach at transit stops and coordination with elected officials representing the communities throughout the Project area. Since the start of the environmental process, Metro has hosted 30 public meetings and participated in over 105 booths at community or other events. This resulted in a public meeting attendance of over 5,000 people and in-person engagement of an additional 10,500 people at other community events. Also, bilingual meeting notices, fact sheets, eblasts and newspapers ads have been utilized to reach Spanish-speaking stakeholders.

The Project team deployed a robust CBO partnering strategy designed to build critical awareness and engagement in the Project to increase community involvement within EFCs, empowering stakeholders to participate throughout the duration of the study. For these efforts, the CBO partners led several notification tactics, including door-to-door distribution, public counter drop-offs, and flyers at transit intercepts in predominantly Spanish-speaking, lower-income communities.

Public input throughout the process has driven the development of alternatives and the over 8,000 comment submissions received during the Draft EIR circulation informed the staff recommendation on the LPA. Staff remains committed to continued extensive engagement and outreach efforts with corridor communities as the LPA is refined and the environmental process continues. Special outreach efforts will continue to be made to reach out to people of color, low income, limited English proficiency populations and persons with disabilities.

For Contract No. PS66773HRT, STCP made various Disadvantaged Business Enterprise (DBE)

commitments for this contract: Phase 1, 30.18%; Phase 2, 25.79%; Phase 3, 23.71%; and for Phase 4, 24.94%. However, the U.S. Department of Transportation (USDOT) has issued an Interim Final Rule that makes changes to the DBE Program, including the suspension of goals, counting participation, and enforcement effective October 3, 2025. While the DBE commitment is not a factor in the staff recommendation, there are 26 Metro certified small businesses participating on this contract.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through investment activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board -adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

VMT has already been analyzed for this item through the VMT analysis completed for the Sepulveda Transit Corridor Draft EIR. The analysis identified a reduction in VMT due to the implementation of the Project compared to conditions without the Project, which demonstrates an overall VMT benefit. Specifically, the VMT analysis in the Draft EIR identifies that all Draft EIR Alternatives demonstrate a reduction in daily regional VMT ranging from a reduction of 341,800 (Alternative 1) to a reduction of 775,100 (Alternative 5) compared to the Horizon Year (2045) No Project Alternative conditions. Updated analysis will be performed on the LPA and its corresponding IOS to quantify the forecasted VMT reduction for each as part of future work.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project supports the following strategic plan goals identified in Vision 2028:

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling;
- Goal 2: Deliver outstanding trip experiences for all users of the transportation system;
- Goal 3: Enhance communities and lives through mobility and access to opportunity;
- Goal 4: Transform LA County through regional collaboration and national leadership; and
- Goal 5: Provide responsive, accountable and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

The Board could choose not to approve the recommendation. This would interrupt design and project development work on the project and delay advancement of the project towards construction.

NEXT STEPS

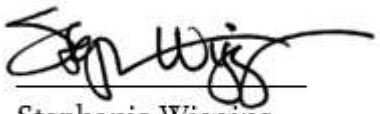
Upon Board approval, staff will execute Modification No. 14 to Contract No. PS66773HRT with STCP for additional technical services to support engineering and project development.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary

Prepared by: I. Salama, Deputy Executive Officer, Program Management
M. Harrington, Executive Officer, Program Management
C. Way, Senior Executive Officer, Countywide Planning and Development
C. Coppolo, Deputy Chief Vendor/Contract Management Officer
N. Ferrara, Deputy Chief Planning Officer

Reviewed by: R. Sosa, Chief Planning Officer
M. Antonelli, Chief Vendor/Contract Management Officer



Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

SEPULVEDA TRANSIT CORRIDOR PROJECT / PS66773HRT

1.	**Contract Number**: PS66773HRT			
2.	**Contractor**: Sepulveda Transit Corridor Partners, LLC			
3.	**Mod. Work Description**: Additional technical services for design and project development to advance the approved Sepulveda Transit Corridor Locally Preferred Alternative (LPA) and advance design from 15% advanced conceptual engineering to 30% preliminary engineering.			
4.	**Contract Work Description**: Pre-development services for a proposed Heavy Rail technology transit solution concept for the Sepulveda Transit Corridor Project.			
5.	**The following data is current as of**: 11/4/26			
6.	**Contract Completion Status**		**Financial Status**	
	Contract Awarded:	3/25/21	**Contract Award Amount:**	$69,882,427.00
	Notice to Proceed (NTP):	8/3/21	**Total of Modifications Approved:**	$17,470,606.75
	Original Complete Date:	5/21/24	**Pending Modifications (including this action):**	$29,645,334.25
	Current Est. Complete Date:	3/6/27	**Current Contract Value (with this action):**	$116,998,368.00
7.	**Contract Administrator**: M. Yi			
8.	**Project Manager**: I. Salama			

A. Procurement Background

This Board Action is to approve Modification No. 14 to provide additional technical services for design and project development to advance the approved Sepulveda Transit Corridor Locally Preferred Alternative (LPA) and advance design from 15% advanced conceptual engineering to 30% preliminary engineering.

This Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is firm fixed price.

On March 25, 2021, the Board awarded firm fixed price Contract No. PS66773HRT to Sepulveda Transit Corridor Partners, LLC (STCP) in an amount Not-To-Exceed (NTE) $69,882,427 for pre-development services for a proposed Heavy Rail technology transit solution concept for the Sepulveda Transit Corridor Project.

On January 22, 2026, the Board selected the Locally Preferred Alternative (LPA) for the Sepulveda Transit Corridor as a heavy rail transit underground between the Van

Nuys Metrolink Station and the E Line Expo/Sepulveda station modified to provide connections to the Metro G Line and East San Fernando Valley (ESFV) Light Rail Line at Van Nuys Boulevard.

Thirteen modifications have been issued to date.

Refer to Attachment B – Contract Modification/Change Order Log.

B. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon an Independent Cost Estimate (ICE), technical evaluation, fact finding, and negotiations.

Proposal Amount	Metro ICE	Negotiated Amount	Net Modification Amount
$100,908,072.00	$63,095,108.00	$59,500,000.00	$29,645,334.25*

* The total amount for work to be performed under Modification No. 14 is $59,500,000, inclusive of the remaining work through Phase 5. After deducting the remaining contract authority of $29,854,665.75, the net contract increase for Modification No. 14 is $29,645,334.25.

Staff successfully negotiated cost savings of $41,408,072 due to scope alignment, consolidation of scope elements, reductions in level of effort, and elimination of redundant work.

CONTRACT MODIFICATION/CHANGE ORDER LOG

SEPULVEDA TRANSIT CORRIDOR PROJECT / PS66773HRT

Mod. No.	Description	Status (approved or pending)	Date	Amount
1	Addition/removal of subcontractors.	Approved	12/15/21	$0
2	Waiver of Metro right to require interim acceptance of PDA Phase 1 prior to issuance of NTP2.	Approved	4/8/22	$0
3	Draft final Preliminary Definition of Alternatives Report.	Approved	6/15/22	$0
4	Work for Alternative 5 and associated options.	Approved	8/31/22	$2,725,388.00
5	Revised Contractor's Project Manager and Other Key Personnel and Approval of Subcontractors.	Approved	7/25/23	$0
6	Amended Paragraphs B and C of RR-04 of Appendix 11.	Approved	11/30/23	$0
7	Revised SOW and CDRL for PDA Phase 3.	Approved	1/11/24	$1,411,026.00
8	Revised Environmental Site Assessment language.	Approved	5/10/24	$0
9	Extension of Period of Performance (POP) for PDA Phase 3 by 30-days and review of draft environmental technical reports.	Approved	5/17/24	$0
10	This Modification supersedes Modification No. 9 and adds supplemental work for PDA Phase 3 and extends Phase 3 to 12/20/24	Approved	6/20/24	$1,512,703.00
11	Extended PDA Phase 3 to 8/20/25.	Approved	12/21/24	$0
12	Extended PDA Phase 3 to 2/20/26.	Approved	8/13/25	$0
13	Updates to Conceptual Engineering to incorporate Metro direction (net contract increase)	Approved	5/6/26	$11,821,489.75
14	Provide additional technical services for design and project development to advance the approved Sepulveda Transit Corridor Locally Preferred Alternative (net contract increase)	**Pending**	**Pending**	**$29,645,334.25**

	Modification Total:			**$47,115,941.00**
	Original Contract:		3/25/21	**$69,882,427.00**
	Total:			**$116,998,368.00**

DEOD SUMMARY

SEPULVEDA TRANSIT CORRIDOR PROJECT / PS66773HRT

A. Small Business Participation

Sepulveda Transit Corridor Partners, LLC (STCP) made various Disadvantaged Business Enterprise (DBE) commitments for this contract: Phase 1, 30.18%; Phase 2, 25.79%; Phase 3, 23.71%; and for Phase 4, 24.94% on this contract. However, the U.S. Department of Transportation (USDOT) has issued an Interim Final Rule that makes changes to the DBE Program, including the suspension of goals, counting participation, and enforcement effective October 3, 2025. While the DBE commitment is not a factor in the staff recommendation, there are twenty-six Metro certified small businesses participating on this contract.

B. Living Wage Service Contract Worker Retention Policy Applicability

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

C. Prevailing Wage Applicability

Prevailing Wage 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).

D. Project Labor Agreement/Construction Careers Policy (PLA/CCP)

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

E. Manufacturing Careers Policy

The Manufacturing Careers Policy (MCP) does not apply to this contract. The MCP is required on Metro's Rolling Stock RFPs, with an Independent Cost Estimate of at least $50 million.

Exploring a transit alternative to the 405.

SEPULVEDA TRANSIT CORRIDOR PROJECT



Executive Management Committee
File 2026-09754
November 19, 2026

Metro

Recommendation

AUTHORIZE the Chief Executive Officer to:

A. EXECUTE Modification No. 14 to Contract No. PS66773HRT with Sepulveda Transit Corridor Partners, LLC (STCP) to provide additional technical services in the amount of $29,645,334.25 for design and project development to advance the approved Sepulveda Transit Corridor Locally Preferred Alternative (LPA) increasing the contract value amount from $87,353,033.75 to $116,998,368;

B. AUTHORIZE additional Contract Modification Authority (CMA) for Contract No. PS66773HRT in the amount of $2,964,533.43 and authorize the CEO to execute individual Contract Modifications within the Board-approved CMA; and

C. AMEND the adopted FY27 budget to increase non-labor funding for Project #460305 by $26,500,000 from $59,023,199 to $85,523,199.

Locally Preferred Alternative (LPA)



LA Metro Board unanimously selected Modified Alternative 5 as the LPA on January 22, 2026

- Approximately 12.3 miles underground
- 7 underground stations
- Automated heavy rail trains in a single bore tunnel
- Northern segment along Van Nuys Bl
- Southern segment with UCLA campus station and along Sepulveda Bl
- Initial Operating Segment (IOS):
  - Between Metro G Line (San Fernando Valley) and Metro D Line (Westside)
  - Four underground stations
- Updated maintenance and storage to support IOS
- Refined alignment through Santa Monica Mountains

Metro

Key Scope Elements in Modification

To advance the delivery of the Project, with a focus on the Board-identified IOS, Modification 14 would:

- Advance design from approximately 15 percent to 30 percent
- Consider comments received from the community and stakeholders, including during the 2025 Draft EIR circulation and the 2026 NEPA and CEQA scoping period
- Incorporate stakeholder and 3rd party coordination critical to addressing cost and schedule risks
- Update all cost estimates
- Refine financial plan and financial model to reflect the advancing design, procurement and operating requirements
- Finalize the project delivery strategy and contract packaging approach
- Support future community meetings updating the community on the process and other project information
- Continue engagement with stakeholders, such as Los Angeles Department of Water and Power, University of California, Los Angeles, and the City and County of Los Angeles

Next Steps

> Staff will execute Modification No. 14 to Contract No. PS66773HRT with STCP for additional technical services to support engineering and project development.





Metro

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

Metro

Board Report

File #: 2026-0599, **File Type:** Policy **Agenda Number:** 20.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: PROJECT LABOR AGREEMENT/CONSTRUCTION CAREERS POLICY RENEWAL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE the renewal of the Project Labor Agreement (PLA) and Construction Careers Policy (CCP) as amended in Attachments A and B, for a period of 10 years.

ISSUE

Since 2012, the PLA and CCP have supported Metro's capital program by promoting labor stability, prohibiting work stoppages, and expanding construction employment and training opportunities. Renewal will continue this support of Metro's capital program.

The PLA and CCP expire on January 26, 2027. Board approval of the renewal with the proposed amendments to the PLA and CCP are requested to maintain continuity, align the PLA/CCP with Metro's project delivery methods and construction contracting practices, and strengthen requirements for covered work.

BACKGROUND

At its January 2012 meeting, the Board adopted the PLA and CCP and renewed it in January 2017. The 2017 action extended the agreement for 10 years and added coverage for certain Joint Development projects. The PLA was developed in partnership with the Los Angeles/Orange Counties Building and Construction Trades Council (LA/OCBCTC) to promote labor stability and construction employment and training opportunities for workers from economically disadvantaged areas and individuals facing barriers to employment.

The PLA establishes employment terms and workforce requirements for covered construction work. The CCP serves as the policy for contractors to comply with the hiring requirements and establishes the enforcement procedures necessary to implement the PLA. Together, the PLA and CCP establish workforce participation goals of 40% Targeted Workers, 20% Apprentices, and 10% Disadvantaged Workers. Metro oversees implementation and compliance in coordination with contractors, labor unions, and Jobs Coordinators.

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Through June 2026, workers on Metro's PLA/CCP projects residing in economically disadvantaged areas have earned more than $731 million in wages and Disadvantaged Workers have earned more than $142 million. The PLA/CCP also provides a framework for collaboration among contractors, labor unions, Jobs Coordinators, workforce partners, and community-based organizations to expand access to construction careers.

DISCUSSION

Metro's capital construction program will continue to generate employment and apprenticeship opportunities across Los Angeles County. The PLA/CCP supports delivery through a consistent labor-relations framework and workforce requirements for covered projects. Staff reviewed implementation experience, stakeholder feedback, and comparable public-agency programs to inform the proposed renewal.

The following sections present the proposed amendments, followed by program performance, workforce development, stakeholder feedback, and public-agency benchmarking supporting renewal.

Proposed Amendments to the PLA and CCP

The proposed amendments address project coverage, workforce eligibility, and administration. They are intended to clarify applicability across delivery methods and construction activities, reflect amended eligibility information, and improve consistent implementation. The existing workforce participation goals remain the framework for these changes. Attachments A and B contain the proposed PLA and CCP provisions. Key changes include:

- The revised PLA and CCP clarify project applicability by expanding the definitions of covered construction work to include traditional and alternative delivery methods, such as Construction Manager/General Contractor (CMGC), Construction Manager at Risk (CMAR), Design-Build, Progressive Design-Build, and Job Order Contracting (JOC), as well as construction contracts, agreements, and task orders involving demolition, modernization, rehabilitation, renovation, repair, replacement, and improvements to new or existing facilities and infrastructure. These amendments promote consistent application of PLA/CCP requirements across Metro's construction projects.

- The revised PLA and CCP expand the eligibility criteria for Disadvantaged Workers by replacing the existing reference to veterans of the Iraq and Afghanistan wars with broader language recognizing veterans as defined under federal law. This amendment expands eligibility for veterans facing barriers to employment.

- The revised PLA and CCP update the income thresholds used to identify Economically Disadvantaged Areas (EDA) and Extremely Economically Disadvantaged Areas (EEDA). The EDA threshold increases from $40,000 to $52,000, and the EEDA threshold increases from $32,000 to $42,000, reflecting updated Census information. The amendments also incorporate language referencing future American Community Survey data to help maintain current eligibility criteria as economic conditions change.

- The revised PLA and CCP recognizes graduates of the Building Trades Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program within the Disadvantaged Worker eligibility provisions. This amendment will strengthen pathways into registered apprenticeships and construction employment while supporting Metro's existing workforce participation goals. The existing 10% Disadvantaged Worker participation requirement remains unchanged.

- The revised PLA and CCP incorporate additional administrative and terminology revisions to remove outdated references, clarify definitions, and align related provisions throughout both documents. These changes will reduce ambiguity, improve consistency, and support effective program administration and compliance monitoring.

- The revised PLA clarifies that construction contractors and subcontractors, regardless of union affiliation, may perform covered construction work provided they comply with the terms of the PLA and CCP. The amendments reinforce the requirement that contractors and subcontractors execute Letters of Assent acknowledging their obligations before commencing covered work.

- The revised PLA updates the pool of designated arbitrators available to resolve disputes arising under the agreement. This amendment will improve arbitrator availability and facilitate the timely resolution of labor disputes.

- The revised PLA updates administrative provisions to recognize electronic communications and notifications, allowing for more efficient distribution of notices, correspondence, and other required documentation among Metro, contractors, and labor representatives.

- The revised CCP establishes updated procedures for appealing liquidated damages assessments resulting from noncompliance with workforce requirements. Under the amended process, appeals involving assessments of $500,000 or less will be reviewed by DEOD's Senior Executive Officer or designee, while appeals exceeding $500,000 will be reviewed by Metro's Chief Executive Officer or designee. The revised procedures establish a written administrative review process, clarify decision-making authority, and provide a consistent framework for resolving appeals.

- The revised CCP strengthen provisions prohibiting the intentional division, phasing, or separation of construction projects into multiple contracts or scopes of work to avoid PLA/CCP requirements. The amended language clarifies that these restrictions apply to both capital improvement and Joint Development projects.

- The revised CCP updates the Craft Request Form used by contractors to request workers from the building trades unions and Jobs Coordinators. The revised form removes the previous reference limiting its use to non-federally funded projects, supporting consistent workforce referral and documentation procedures across covered projects, subject to applicable funding requirements.

MC3 Pre-Apprentices Certification and Workforce Benefits

The MC3, developed by North America's Building Trades Unions (NABTU) in 2007, is a nationally recognized pre-apprenticeship training curriculum designed to prepare individuals for entry into registered construction apprenticeship programs. The curriculum introduces participants to construction trades, industry expectations, workplace safety, and foundational skills needed to pursue careers in the construction industry. MC3 is delivered through apprenticeship-readiness programs in partnership with labor organizations, educational institutions, workforce development agencies, and community-based organizations.

Within Los Angeles County, MC3-based apprenticeship-readiness programs are offered through a network of workforce and educational partners (i.e. WINTER and Second Chance), including community colleges, YouthBuild programs, and organizations serving individuals facing barriers to employment. These programs provide opportunities for participants to develop foundational construction skills and prepare for entry into registered apprenticeships. Their objectives align with Metro's PLA/CCP framework, particularly its emphasis on expanding construction career opportunities for economically disadvantaged communities and individuals facing employment barriers.

According to data provided by the MC3 Program Coordinator, since the program's inception in 2017, 5,575 individuals have completed MC3 apprenticeship-readiness training, with 2,150 graduates placed in union construction careers, representing approximately 39% of graduates. These outcomes demonstrate the program's effectiveness in preparing individuals for construction careers and facilitating pathways into union employment.

Recognizing MC3 graduates within Metro's Disadvantaged Worker eligibility provisions will strengthen the connection between existing apprenticeship-readiness programs and employment opportunities on Metro construction projects. The amendment would provide an additional pathway for qualifying individuals to participate in Metro's workforce program, expand the potential pool of apprenticeship-ready workers available to contractors, and support achievement of Metro's existing 10% Disadvantaged Worker participation goal. The amendment does not establish a new workforce participation requirement or obligate Metro to develop or administer a separate training program. Individuals would remain subject to the applicable Disadvantaged Worker eligibility requirements.

Program Performance and Outcomes from 2016 through June 2026

From 2016-2026, Metro's PLA/CCP covered 51 construction projects valued at approximately $8.38 billion, generating 15.47 million craft hours and exceeding all three workforce participation goals. The program also encompasses 13 Measure M projects and 20 Local Hire projects valued at more than $6 billion, with 75% of Local Hire projects exceeding PLA workforce requirements. These accomplishments support renewal by demonstrating the PLA/CCP's role in connecting Metro's capital investments with construction employment, apprenticeship, and opportunities for workers facing economic barriers.

Workforce Participation Goals

- Targeted Worker Goal 40%: Attainment **51.37%**
- Apprentice Worker Goal 20%: Attainment **23.69%**
- Disadvantaged Worker Goal 10%: Attainment **15.38%**

Metro has also continued to expand workforce opportunities through Local Hire requirements on applicable projects.

Local Hire

Metro began implementing Local Hire in 2021. Local Hire complements the PLA/CCP by connecting covered construction opportunities with workers from communities served by Metro's transportation investments.

The Local Hire portfolio reported for this renewal includes 20 projects with a combined contract value exceeding $6 billion; 15 of those projects are reported as exceeding PLA workforce requirements. These results provide supporting context for continuation of the PLA/CCP framework.

Workforce Development and Outreach Initiatives

The PLA/CCP supports construction career pathways through partnerships among labor, contractors, Jobs Coordinators, workforce organizations, schools, community-based organizations, and public agencies. These partnerships connect recruitment, apprenticeship readiness, referrals, and placement with covered construction opportunities.

Regional collaboration and initiatives developed under Motion 13.1 complement this framework by addressing recruitment, retention, jobsite culture, and supportive-service barriers, including barriers affecting women in construction. The companion November PLA/CCP Quarterly Update report provides additional detail regarding workforce performance, female participation, and implementation of Motions 13.1 and 33.1 through June 2026. Renewal will maintain the workforce framework supporting these efforts as Metro's capital program advances.

PLA Stakeholder Survey

Metro conducted stakeholder surveys to obtain direct feedback from contractors, subcontractors, Jobs Coordinators, and Targeted Workers with experience implementing or participating in the PLA/CCP. Surveys were distributed to 11 contractors and 11 subcontractors, and outreach was conducted through eight Jobs Coordinator organizations. Jobs Coordinators were also asked to distribute the Targeted Worker survey to at least five workers associated with Metro PLA/CCP projects.

Metro received a total of 32 responses, including seven from contractors, five from subcontractors, 14 from Jobs Coordinator representatives, and six from Targeted Workers. The surveys solicited feedback on stakeholders' overall experiences with the PLA/CCP, program effectiveness and benefits, workforce availability and referral processes, apprenticeship and pre-apprenticeship

pathways, coordination among Jobs Coordinators and labor unions, administrative and reporting requirements, implementation challenges, and opportunities to improve program administration and workforce outcomes.

The following table summarizes key survey findings and stakeholder recommendations.

Stakeholder	Key Survey Results	Feedback/Recommendations
Contractors	**86%** characterized the program's impact as positive or somewhat positive.	One contractor noted that the PLA ***"does challenge us to look at our workforce development in a different way,"*** and reported more focused outreach and dedicated staff support for workforce goals as a result. Respondents also identified opportunities to strengthen coordination and implementation.
Subcontractors	**71%** rated their experience as positive or very positive, **71%** found compliance requirements manageable or very manageable, and **71%** rated support from Metro and program partners as effective or very effective.	Respondents recommended additional guidance for small, newly awarded, and specialized subcontractors, and more consistent documentation of craft requests.
Jobs Coordinators	**79%** rated the PLA/CCP as effective or very effective.	One respondent described Metro as having ***"one of the most proactive and effective programs within Los Angeles County."*** Recommendations included closer coordination with unions and apprenticeship-readiness programs, increased contractor engagement, and stronger pathways for qualified pre-apprenticeship graduates into registered apprenticeship.
Targeted Workers	**100%** reported gaining skills, training, or construction experience, and **83%** reported that participation benefited their employment, training, or career development.	Worker feedback emphasized continued access to employment and career advancement opportunities. As one worker put it: ***"Keep giving more opportunities to people."***

The stakeholder survey provided feedback supporting continuation of the PLA/CCP framework while

identifying opportunities to strengthen program implementation. Respondents recognized the program's value in supporting workforce development and expanding access to construction career opportunities, while identifying challenges related to hiring timelines, workforce referrals, and the availability of qualified workers. Recommendations emphasized the need for clearer contractor and subcontractor guidance, improved coordination among contractors, labor unions, and Jobs Coordinators, and stronger pathways from apprenticeship-readiness programs into registered apprenticeships and sustained construction employment.

Feedback concerning apprenticeship readiness also supports the proposed amendment recognizing MC3 graduates within the Disadvantaged Worker eligibility criteria. The survey findings will further inform ongoing improvements to program administration, stakeholder coordination, and workforce development efforts.

Public Agency Benchmarking

Staff conducted a benchmarking review of project labor agreements and community workforce programs implemented by five comparable public agencies: the City of Seattle, City of Los Angeles, Los Angeles County, City of Long Beach, and Los Angeles World Airports (LAWA) HireLAX workforce development program. The review examined PLA applicability, workforce participation goals, apprenticeship pathways, Jobs Coordinators functions, compliance monitoring, and enforcement practices.

Agency	Hiring Goals	Apprentices	What Stood Out
LA Metro (PLA/CCP)	40% targeted · 10% disadvantaged	20%	Only agency with liquidated damages for non-compliance; Jobs Coordinators; centralized DEOD administration
City of Seattle (CWA)	Priority workers from distressed ZIP codes	20%	Most prescriptive: 1 in 5 apprentices must be pre-apprenticeship graduates (Preferred Entry)
LAWA (HireLAX) (PLA)	30% local	20%	Institutionalized 8-week MC3 pre-apprenticeship pipeline into union apprenticeships
LA County (CWA)	30% local ·10% targeted	20%	Can facilitate new apprentice indentures when qualified supply is short
City of Long Beach (PLA)	40% local ·10% transitional/veteran	30%	Mandatory Jobs Coordinator; public monthly and annual reporting
City of Los Angeles (PLA)	20% local ·10% transitional	20%	Administered by Bureau of Contract Administration

The benchmarking findings affirmed Metro's comprehensive PLA/CCP framework, which establishes 40% Targeted Worker, 20% Apprentice, and 10% Disadvantaged Worker participation goals, supported by Jobs Coordinators, centralized compliance monitoring, and contractor accountability measures. While the agencies reviewed employ different approaches to workforce participation and enforcement, Metro's CCP includes a distinct liquidated damages framework tied to workforce goal attainment.

The review also identified practices that could further strengthen Metro's program, including structured apprenticeship-readiness pathways, enhanced workforce referrals, and improved contractor guidance. In particular, LAWA's HireLAX program demonstrates how MC3 pre-

apprenticeship training can support entry into registered apprenticeships, providing additional context for the proposed amendment recognizing MC3 graduates within Metro's Disadvantaged Worker eligibility criteria. Overall, the benchmarking findings support renewal of Metro's PLA/CCP while identifying opportunities to strengthen workforce referrals, apprenticeship pathways, contractor guidance, and compliance monitoring.

DETERMINATION OF SAFETY IMPACT

There is no safety impact related to this action.

FINANCIAL IMPACT

There is no immediate budget impact from approval of this recommendation.

EQUITY PLATFORM

The PLA/CCP connects Metro's construction investment with employment and training opportunities for residents of economically disadvantaged areas and workers facing barriers to employment. Renewal maintains a framework for targeted workforce participation, apprenticeship access, contractor accountability, and monitoring of workforce outcomes. Data reviewed for the PLA/CCP renewal demonstrate the success of Metro's PLA/CCP in providing opportunities for disadvantaged workers. To date, the program has generated over 14.9 million construction work hours performed by Targeted Workers, Apprentices and Disadvantaged Workers demonstrating that Metro's construction investments are translating into measurable employment and career development opportunities for workers facing barriers to employment.

The proposed income threshold amendments retain the Board-adopted eligibility methodology while updating the dollar thresholds used to identify eligible areas. Stakeholder recommendations concerning onboarding, referrals, apprenticeship entry, and post-placement support identify additional ways to improve access and sustained participation. Staff will continue monitoring workforce results to identify barriers and implementation needs.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as it is the goal of Metro's PLA/CCP program to provide employment opportunities to economically disadvantaged individuals of Los Angeles County. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item

supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The PLA/CCP supports Strategic Plan Goal 3, enhancing communities and lives through mobility and access to opportunity, by connecting capital investment with construction employment, apprenticeship, and career opportunities for workers facing economic barriers.

ALTERNATIVES CONSIDERED

The Board could elect not to renew the PLA/CCP. Staff does not recommend this alternative because it would discontinue the established labor stability and workforce participation framework for future covered construction projects upon expiration of the current agreement. This could affect Metro's ability to maintain consistent labor requirements and advance targeted employment, apprenticeship, and construction career opportunities through future covered procurements. Existing contracts would remain subject to their governing terms

Alternatively, the Board could renew the existing PLA/CCP without the proposed amendments, subject to agreement with the signatories. Staff does not recommend this alternative because it would defer necessary updates to clarify applicability across Metro's construction delivery methods and contracting practices, expand workforce eligibility, and strengthen administration of the PLA/CCP. The proposed amendments reflect lessons learned through implementation and are intended to support consistent application of the PLA/CCP requirements across covered projects.

NEXT STEPS

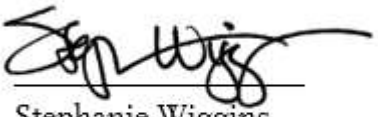
Following Board approval, staff will finalize the renewed PLA and CCP consistent with the approved terms, publish the documents on Metro's relevant web pages, and notify contractors, labor partners, Jobs Coordinators, and other stakeholders. Staff will incorporate the requirements into applicable construction and Joint Development procurements beginning on the approved effective date, provide implementation guidance, and continue compliance monitoring and workforce performance reporting. Applicability to existing contracts and procurements already underway will follow the approved transition provisions and governing contract terms.

ATTACHMENTS

Attachment A - PLA Proposed Amendments
Attachment B - CCP Proposed Amendments

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ATTACHMENT A

Local Targeted Worker

PROJECT LABOR AGREEMENT

Renewed as of ~~January 26, 2017~~ November 18, 2026

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

PROJECT LABOR AGREEMENT
LACMTA and LA/OCBCTC

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PURPOSE

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Contractors/Subcontractor/Employers/Developers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on this

Project by the Contractors/Subcontractor/Employers/Developers, and further, to encourage close cooperation among the Contractors/Subcontractor/Employers/Developers ~~Contractors/Employers/Developers~~ and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

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

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

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

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

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

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

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

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

1.5 "Construction Contract" means a construction contract, agreement, or task order for the performance of construction work on a Covered Project, including, but not limited to, demolition,

installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades.~~means a contract to perform construction work on a covered project.~~

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

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

1.8 "Disadvantaged Worker" means an individual who, prior to commencing work on the project, resides in an Economically Disadvantaged Area or Extremely Economically Disadvantaged Area as defined in 1.9 and 1.10 below, and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system (as more specifically described in Section 3.8 of the Construction Careers Policy); (6) suffering from chronic unemployment (as more specifically described in Section 3.2~~8~~7 of the Construction Careers Policy); (7) emancipated from the foster care system; (8) being a veteran as defined by federal law ~~of the Iraq/Afghanistan war~~; ~~or~~ (9) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.2 above; or (10) having successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program ("MC3 Graduates"). Individuals meeting the criteria under either Items 9 ~~and~~or 10 must also meet at least one of the other criteria in Items 1 through 8 to qualify as a Disadvantaged Worker~~,~~.

1.9 "Economically Disadvantaged Area" means a zip code that includes a census tract or portion thereof in which the median annual household income is less than $52~~40~~,000 per year, as measured and reported by the U.S. Census Bureau in the 2020~~20~~~~10~~ U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. Metro can, at its discretion, update the zip code list based on updated census data.

1.10 "Extremely Economically Disadvantaged Area" means a zip code that includes a census tract or portion thereof in which the median annual household income is less than $42~~32~~,000 per year, as measured and reported by the U.S. Census Bureau in the 2020~~20~~~~10~~ U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. Metro can, at its discretion, update the zip code list based on updated census data.

1.11 "Employment Hiring Plan" means the C/S/E/Ds detailed hiring plan as described in LACMTAs Construction Careers Policy.

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

1.13 "Joint Administrative Committee" ("JAC") means the committee established by Article XI of this Agreement to review the implementation of this Agreement.

1.14 "LACMTA" means the Los Angeles County Metropolitan Transportation Authority.

1.15 "Letter of Assent" means the document which formally binds each C/S/E/D to adherence to all the forms, requirements and conditions of this Agreement that each C/S/E/D, of any tier, regardless of whether each C/S/E/D is a signatory to union agreement, must sign and submit to the LACMTA's designated office prior to beginning any work covered by this Agreement, and a copy of which will be provided by the designated LACMTA office to the Council.

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

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

1.18 "Project" or "Covered Project" means the performance of any construction work under a construction contract, agreement, or task order including, but not limited to, demolition, installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades. Covered Projects include (a) The capital improvement construction projects, including, but not limited to, Measure R and Measure M Transit and Highway Projects awarded by the LACMTA, that are covered by this Agreement. Included Projects are listed in Attachment "B" hereto. Additional capital improvement construction projects with an individual construction contract value of $2,500,000 or more, will be added to the list of covered projects as they become known and (b) Joint Development ("JD") Projects.

1. A JD PLA Project is defined as a JD Project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by LACMTA through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:
    a. A mixed-use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
    b. A residential only project that exceeds sixty (60) residential units; or
    c. A commercial only project (retail office or hotel) that exceeds forty thousand (40,000) square feet of space.

2. The JD Project thresholds set forth in 1.20(b), 1(iii)a-c above, shall apply to the aggregate square footage and/or number of units for all work to be performed on a contiguous site as a JD Project as approved by the LACMTA Board. Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

1.19 "Project Work" means construction work performed in the construction of a Covered Project.

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

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

ARTICLE II
SCOPE OF AGREEMENT

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

2.2 Project Description: This Agreement shall apply to the Construction Contract as defined in Article 1 Section 1.5 above unless specifically excluded or limited in Article II, Section 2.4 below. This Agreement shall in no way limit the LACMTA's right to terminate, modify or rescind the Construction Contract and/or any related subcontract or agreement and the LACMTA has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding the Construction Contract or portions of the Construction Contract. Should the LACMTA remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction may, at the sole election of the LACMTA, be performed under the terms of this Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. Where a subject is

covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

2.4 Exclusions:

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

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

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

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

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

2.4.6 This Agreement shall not apply to officers and employees of the LACMTA, nor to work performed by or on behalf of other governmental entities and public utilities.

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

2.4.8 This Agreement shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built documentation,

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

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

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

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the LACMTA agree to be bound by each and every provision of this Agreement. This Agreement is not intended to supersede collective bargaining agreements between any of the Contractors/Subcontractors/Employers/Developers performing construction work on the Project and Union Signatory thereto except to the extent the provisions of this Agreement are inconsistent with such collective bargaining agreement, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Transient Lodge (NTL) Articles of Agreement, the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or the National Agreement of the International Unions of Elevator Constructors and all instrument calibration work and loop checking shall be performed under the terms of the United Association (Plumbers, Pipefitters, Sprinkler Fitters) and International Brotherhood of Electrical Workers ("UA/IBEW") Joint National Agreement for Instrument and Control Systems Technicians, however, provisions of this Agreement dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties' signatory hereto who are then currently employed or represented at the Project.

3.2 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the C/S/E/D will not be obligated to sign

any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

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

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

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

ARTICLE IV
WORK STOPPAGES AND LOCKOUTS

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

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

4.3 The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will

economically and/or materially affect the completion of the Project, the Union will promptly make good efforts to cease such Project work disruption. Any such costs that economically and/or materially harm the LACMTA shall be borne by the affected Union and made payable to the LACMTA.

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

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

4.5.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the Union's interim agreement offered to Contractors/Subcontractors/Employers/ Developers ~~Employers~~ will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

4.5.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state and/or federal prevailing wage laws, if the Contractors affected by that contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified

and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected C/S/E/D shall be solely responsible for any retroactive payment to its employees and that neither the LACMTA nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

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

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

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

~~1. Joseph Gentile~~
~~2. Michael Rappaport~~
~~3. Walter Daugherty~~
~~4. Sara Adler~~
~~5. Louis Zigman~~
~~6. John Kagel~~
~~7. Fred Horowitz~~

1. Andrea Dooley
2. David Weinberg
3. Sara Adler
4. Fred Horowitz
5. Juan Carlos Gonzalez
6. Robert Hirsch
7. Chris David Ruiz Cameron

The Parties may, in a writing agreed to and signed by the Parties, add, supplement, revise,

or replace the list of permanent Arbitrators set forth herein. Any Arbitrator so added shall be deemed a permanent Arbitrator for purposes of this Article and shall have the same authority, status, and responsibilities as the permanent Arbitrators listed herein.

The Parties agree these shall be the seven (7) permanent Arbitrators under this procedure. In the event that none of the seven permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the seven permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of Arbitrators:

~~1. Charles Askin~~
~~2. Phil Tamoush~~
~~3. William Rule~~

1. Mark Burstein
2. Katherine Thomson
3. Carol Vendrillo

The Parties may, in a writing agreed to and signed by the Parties, add, supplement, revise, or replace the list of permanent Arbitrators set forth herein. Any arbitrator so added shall be deemed a permanent Arbitrator for purposes of this Article and shall have the same authority, status, and responsibilities as the permanent Arbitrators listed herein.

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

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

4.6.3 The Arbitrator shall notify the Parties by telephone, by ~~facsimile or electronic mail~~ (email)~~telegram~~ of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved and to the Council. Said hearing shall be completed in one (1) session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. The failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

4.6.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2

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

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

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

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

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

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

4.8.1 fails to timely pay its weekly payroll; or

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

Union will meet within the ten (10) day period to attempt to resolve the dispute.

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

ARTICLE V
NO DISCRIMINATION

5.1 Consistent with ~~Executive Order 11246 and~~ applicable federal~~, and~~ state law and regulation, and applicable Executive Orders and guidance, the C/S/E/Ds and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

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

ARTICLE VI
UNION ~~RECOGNITION~~~~SECURITY~~RECOGNITION

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

6.2 Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. However, C/S/E/D shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable master labor agreement (MLA).

Nothing in this is intended to supersede independent requirements of the applicable MLA as to those C/S/E/D otherwise signatory to such MLAs and as to the employees of those C/S/E/D who are performing work on Covered Projects.

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

ARTICLE VII
REFERRAL

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

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

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

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

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

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

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

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

7.4 Unions will be required to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors/Subcontractors/Employers/ Developers~~Employers~~.

7.5 Covered Projects

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

7.5.2 On Covered Projects, the C/S/E/Ds and Unions are responsible for ensuring that the following Targeted Hiring Requirements are met.

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

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

County~~, which includes MC3 Graduates and veterans~~.~~.~~

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

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

7.5.4 Apprentice Hiring Requirements for Covered Projects.

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

(b) The LACMTA will seek to make available through this Agreement or other means, significant apprenticeship opportunities for Local Targeted Workers, consistent with Section 7.5(1) above.

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

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

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

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

(g) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an

accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Each C/S/E/D shall provide adequate proof, evidencing the worker's qualification as a journeyman.

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

a. Being homeless;
b. Being a custodial single parent;
c. Receiving public assistance;
d. Lacking a GED or high school diploma;
e. Having a criminal record or other involvement with the criminal justice system (as more specifically described in Section 3.8 of the Construction Careers Policy);
f. Suffering from chronic unemployment (as more specifically described in the Section 3.28 of the Construction Careers Policy);
g. Emancipated from the foster care system;
h. Veteran as defined by federal law~~of the Iraq/Afghanistan war~~;
i. An apprentice with less than 15% of the required graduating apprenticeship hours in a program as described in Article 1.2;~~.~~
j. MC3 Graduate.

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

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

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

7.9 Helmets to Hardhats:

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

7.9.2 The Unions and Employers agree to coordinate with the Center to reach out to

veterans interested in entering into a construction career.

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

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

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

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

ARTICLE VIII
WAGES AND BENEFITS

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

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

8.3 Each C/S/E/D adopts and agrees to be bound by the written terms of the applicable,

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

ARTICLE IX
COMPLIANCE

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

ARTICLE X
DISPUTE RESOLUTION PROCEDURE

10.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

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

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

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

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

Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the parties met with the JAC. An Arbitrator shall be selected by the parties to the grievance from the following list of permanent Arbitrators: (1) Andrea Dooley, (2) David Weinberg, (3) Sara Adler, (4) Fred Horowitz, (5) Juan Carlos Gonzalez, (6) Robert Hirsch, and (7) Chris David Ruiz Cameron. The grieving party shall strike one of the Arbitrators from the list, and the responding party shall strike the next Arbitrator from the list, until one Arbitrator is left, who shall hear the case. The Arbitrator's decision shall be final and binding upon the parties. The Arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek confirmation of the award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

10.4 The LACMTA shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps. The LACMTA, in its sole and absolute discretion, may elect to utilize the procedures the set forth herein for addressing issues of concern to LACMTA arising under this Agreement.

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

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

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

ARTICLE XI
JOINT ADMINISTRATIVE COMMITTEE

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

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

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

ARTICLE XII
JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XIII
EMPLOYEE GRIEVANCE PROCEDURE

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

ARTICLE XIV
MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE XV
SAFETY, PROTECTION OF PERSON AND PROPERTY

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

perform their work in a safe manner and to protect themselves and the property of the C/S/E/D and the LACMTA.

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

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

15.4 To that end, the Parties agree to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as shown in Exhibit (C), which shall be the policy and procedure utilized under this agreement.

ARTICLE XVI
SAVINGS CLAUSE

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

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

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

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

ARTICLE XVII

PRE-JOB CONFERENCE

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

ARTICLE XVIII
STEWARD

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

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

ARTICLE XIX
TERM

19.1 The Agreement shall continue in full force and effect for a period of ten (10) years from the date of execution by all parties hereto. The Agreement may subsequently be extended by written amendment if agreed to by the parties.

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

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

ARTICLE XX
RESPONSIBILITY FOR COSTS

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

ARTICLE XXI
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: _____
Ernesto Medrano
Executive Secretary
Los Angeles/Orange Counties Building
And Construction Trades Council

Union Signatory Page

Asbestos Heat and Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers and Allied Craftworkers (Local 4) _____

Cement Masons (Local 500) _____

Cement Masons (Local 600) _____

Electricians (Local 11) _____

Elevator Constructors (Local 18) _____

Gunite Workers (Local 345) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

Laborers (Local 300) _____

District Council of Laborers (Local 1309) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters and Allied Trades DC 36 _____

Pipe Trades (Local 250) _____

Pipe Trades (Local 345) _____

Pipe Trades (Plumbers Local 78) _____

Pipe Trades (Plumbers/Fitters Local 398) _____

Pipe Trades (Plumbers/Fitters Local 761) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders (Local 1414) _____

Roofers and- Waterproofers (Local 36) _____

Sheet Metal Workers (Local 105) _____

~~Southwest Regional Council of Carpenters~~ _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

ATTACHMENT A – LETTER OF ASSENT

COMPANY LETTERHEAD

METRO OFFICIAL / OFFICE

PROJECT NAME: _____

Dear _____:

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

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

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

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

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

Sincerely,
(Name of Construction Company)

By: _____ Date: _____
(Name and Title of Authorized Executive)

_____
(Contractor's State License No.)

ATTACHMENT B – PROJECT LIST FOR PROJECT LABOR AGREEMENTS

	Project Title	Estimated Construction Start	Estimated Completion Year
1	Westside Subway Extension Project, Section 1 - Design Build	2014	2025
2	Purple Line Extension Section 2	2018	2025
3	Purple Line Extension Section 3 - Stations	2019	2027
4	Purple Line Extension Section 3 - Tunnels	2019	2026
5	Division 20 TPSS (PWT 2)	2019	2025
6	Division 20 Portal Widening Turnback Construction	2020	2025
7	Crenshaw/LAX Construction Punch-Out List	2022	2027
8	Purple Line Extension Section 3 - VA Parking Structure	2023	2026
9	East San Fernando Valley Light Rail Transit Project	2024	2031
10	Fire Alarm Systems Replacement (5 Stations + Div. 20)	2024	2026
11	Crenshaw/LAX K-Line Paving and Improvement Project	2024	2025
12	I-605 South Street Off Ramp Improvement - FHWA	2024	2025
13	G - Line Progressive Design Build	2025	2027
14	I - 105 Express Lanes CMGC Project	2025	2029
15	North Hollywood to Pasadena Bus Rapid Transit CMGC	2025	2029
16	Doran Street Grade Separation Project	2026	2028
17	A&E Interlock CMGC	2026	2028
18	ZEB Charging Infrastructure Division 18 & Division 7	2026	2028
19	Vermont Bus Rapid Transit Project	2026	2028
20	Link Union Station (Link US)	2026	TBD
21	Games Multimodal Infrastructure Project	2027	2028
22	Southeast Gateway Line Project	TBD	TBD
23	C & K Line Stations Improvements	TBD	TBD

ATTACHMENT C

APPROVED DRUG AND ALCOHOL TESTING POLICY
LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL
(revised Dec. 2019)

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "Policy."

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

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

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

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

b. A Contractor may request an applicant or employee promptly, within four (4) hours of

the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

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

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

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

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

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

1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to themselves or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Community Workforce Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing their job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project,

the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

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

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a

written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml [3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING
"QUICK" DRUG SCREENING TESTS PURSUANT TO
DRUG AND ALCOHOL TESTING POLICY

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

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

Construction Trade Unions Contact Numbers

Asbestos Heat and Frost Insulators (Local 5)
670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)
2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

Bricklayers and Allied Craftworkers (Loc. 4)
11818 Clark St., Suite A
Arcadia, CA 91706
Tel: (626) 739-5600
Fax: (626) 739-5610

Cement Masons #500
1605 N. Susan St.
Santa Ana, CA 92703
Tel: (714) 554-0730
Fax: (714) 265-0780

Cement Masons #600
5811 Florence Avenue
Bell Gardens, CA 90201-4610
Tel: (323) 771-0991
Fax: (323) 771-2631

Electricians (Local 11)
297 N. Marengo Avenue
Pasadena, CA 91101
Tel: (626) 243-9700
Fax: (626) 793-9743

Elevator Constructors (Local 18)
100 S. Mentor Avenue
Pasadena, CA 91106
Tel: (626) 449-1869
Fax: (626) 577-1055

Gunite Workers (Local 345)
P.O. Box 3345
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)
13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)
17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers Local #300
2005 W. Pico Blvd.
Los Angeles, CA 90006
Tel: (213) 385-3550
Fax: (213) 385-6985

Laborers Local #1309
3919 Paramount Blvd.
Lakewood, CA 90712
Tel: (562) 421-9346
Fax: (562) 421-5964

Operating Engineers (Local 12)
150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Painters and Allied Trades DC 36
2333 N. Lake Avenue, Unit H
Altadena, CA 91001
Tel: (626) 584-9925
Fax: (626) 584-1949

Pipe Trades (Local 250)
Steamfitters/Air Conditioning/
Refrigeration / Industrial Pipefitters
18355 S. Figueroa St.
Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
FAX: (310) 329-2465

Pipe Trades (Local 345)
Landscape, Irrigation, Underground and
Specialty Piping
1430 Huntington Dr.
Duarte, CA 91010
Tel: (626) 357-9345
Fax: (626) 359-0359

Pipe Trades (Plumbers Local 78)
1111 W. James M. Wood Blvd.
Los Angeles, CA 90015
Tel: (213) 688-9090
Fax: (213) 627-4624

Pipe Trades (Plumbers / Fitters – Local 398)
8590 Utica Ave., Suite 200
Rancho Cucamonga, CA 91730
Tel: (909) 625-2493
Fax: (909) 626-4620

Pipe Trades (Plumbers / Fitters – Local 761)
1305 N. Niagara Street
Burbank, CA 91505
Tel: (818) 843-8670
Fax: (818) 843-5209

Western States Regional Council of Carpenters
533 S Fremont Ave Ste 410
Los Angeles, CA 90071
Tel: (213) 385-1457
Fax: (213) 385-3759

Pipe Trades (Sprinkler Fitters – Local 709)
12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

Plaster Tenders (Local 1414)
18 Rancho Camino Dr.
Pomona, CA
Tel: 909-622-8500
Fax: (623-5244)

Plasterers (Local 200)
Plasterers
1610 W. Holt Ave.
Pomona, CA 91768
Tel: (909) 865-2240
Fax: (909) 865-9392

Roofers and Waterproofers (Local 36)
5380 Poplar Blvd.
Los Angeles, CA 90032
Tel: (323) 222-0251
Fax: (323) 222-3585

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

Teamsters (Local 986)
1198 Durfee Avenue
So. El Monte, CA 91733
Tel: (626) 350-9860
Fax: (626) 448-0986

Los Angeles County
Metropolitan Transportation Authority

Metro

Local Targeted Worker

GENERAL MANAGEMENT
Construction Careers Policy

Renewed ~~January~~ November ~~26~~18, 20~~17~~26

GEN 58

POLICY STATEMENT

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

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

PURPOSE

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

APPLICATION

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

_____	_____	_____
Department Head	APPROVED: County Counsel or N/A	ADOPTED: CEO

Effective Date: _____

Los Angeles County
Metropolitan Transportation Authority

Metro

GENERAL MANAGEMENT
Construction Careers Policy

GEN 58

1.0 GENERAL

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

2.0 PROCEDURES

2.1 Coverage of Projects

2.1.1 Except as provided otherwise herein, this Policy applies to a construction contract, including but not limited to, demolition, rehabilitation, alteration, renovation, installation, repair, or improvement work performed at LACMTA facilities, whether new or existing, that is funded, administered, or controlled by LACMTA, including, but not limited to approved delivery or alternative delivery methods (design-bid-build, design-build, construction manager/general contractor (CMGC), construction manager at risk (CMAR), progressive design-build, job order contracting, etc.), site preparation, demolition, structural, electrical, mechanical, and related systems work ~~to all construction projects~~ with a construction contract value of $2.5 million or more and awarded by the LACMTA, including but not limited to, all Measure R and Measure M Transit and Highway projects, and to all joint development projects as defined below in Section 3.0.

2.1.2 The project list will be updated annually or whenever the Board adopts a new construction project with a construction contract with a value of $2.5 million or more, and whenever the Board approves a joint development project as defined below in Section 3.0.

2.1.3 In the event that the LACMTA determines that a project to which this Policy applies is an FHWA project, the LACMTA shall modify or not enforce any aspect of the Policy in accordance with a valid and binding instruction from the U.S. Department of Transportation.

2.2 Implementation

2.2.1 All Requests for Proposal/Invitations for Bid (RFP/IFB) specifications shall require all contractors submitting bids or proposals to agree to the terms of the LACMTA-PLA and Policy.

2.2.2 All construction project prime contracts shall include a provision obligating the Prime Contractor and all its Contractors/Subcontractors/Employers/Developers (C/S/E/Ds) to comply with the terms of the LACMTA-PLA and Policy through a Letter of Assent to the LACMTA.

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

2.3 Exclusions and/or Modifications

2.3.1 This policy shall only apply to construction contracts, as defined in Section 3.0 (Definition of Terms).

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

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

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

2.3.5 This policy shall not apply to officers and employees of the LACMTA, nor to work performed by or on behalf of other governmental entities and public utilities.

2.3.6 This policy shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any LACMTA project including, but not limited to, consultants,

engineers, architects, geologists, construction managers, and other professionals hired by the LACMTA or any other governmental entity.

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

2.4 Targeted Hiring

2.4.1 Hiring Requirements.

The Prime Contractor shall ensure that the following targeted hiring requirements are met for:

- A minimum of 40% of all hours of project work shall be performed by Local Targeted Workers, with priority given to Community Area Residents. For any hour of Project Work for which the C/S/E/D seeks to meet this requirement, the C/S/E/D and Unions must first refer Community Area Residents. After Unions and C/S/E/Ds have exhausted the available pool of Community Area Residents, they shall refer any Local Residents from Extremely Economically Disadvantaged areas; when the C/S/E/Ds have exhausted the available pool, they shall refer Local Residents from Economically Disadvantaged areas.

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

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

- These hiring provisions may be utilized on covered Federal-funded projects if approved, or allowed, by the Federal-funding entity.

2.5 Compliance

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

2.5.1 If, after taking into account all hours of project work performed up to that point in time of the Reporting Period, the targeted hiring requirements of the LACMTA-PLA and Policy have been satisfied for a Project, then the Prime Contractor and its subcontractors working on that Project shall be deemed to be in compliance.

2.5.2 If the targeted hiring requirements of the LACMTA-PLA and the Policy have not been satisfied for a Project, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/E/Ds have complied with all other requirements of the LACMTA-PLA and the Policy, and (b) that it and each C/S/E/D have either (i) satisfied the targeted hiring requirements of the LACMTA-PLA and this Policy with regard to the project work that it has performed or (ii) satisfactorily demonstrated the following:

- Adherence to procedures contained in its Employment Hiring Plan (EHP) as approved by the LACMTA.
- Requests to Unions, through Craft Request Forms, of sufficient numbers of Targeted Workers and Disadvantaged Workers to meet the targeted hiring percentages set forth in Section 2.4 of the Policy for that C/S/E/D's Project Work.
- Documented contact with the Jobs Coordinator in each instance when the relevant Union did not refer qualified Targeted Workers within the 48 hours following the C/S/E/D's request and the C/S/E/D's fair consideration of any Targeted Worker or Disadvantaged Worker subsequently referred by the Jobs Coordinator.
- Accurate records documenting the C/S/E/D's compliance efforts that include (but not limited to) the following:
    - A listing by name and address of all local recruitment sources contacted by the C/S/E/D;

- The date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;
- The number of Targeted Worker hires made as a result of the contact;
- The identity and address of the worker(s) hired pursuant to the contact;
- Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

2.6 Enforcement

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

- The Prime Contractor and its C/S/E/D's commitment to comply with the targeted hiring requirements of the LACMTA-PLA and Policy is a material element of the contract.
- The Prime Contractor will be liable to the LACMTA for Liquidated Damages as provided in this section.
- The failure of the Prime Contractor and its C/S/E/Ds to comply with the targeted hiring requirements will cause harm to the LACMTA and the public, which is significant and substantial but extremely difficult to quantify. The harm to the LACMTA includes the difficult-to-quantify harm that the community and its families suffer as a result of high unemployment and concentrated poverty.
- Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, construction contracts shall have provisions establishing liquidated damages to be assessed as follows:
  - The Prime Contractor shall pay liquidated damages equal to the average journeyperson project wage for each hour the Project fell short of the targeted hiring, or $500 per day, whichever is greater.
  - If the project's targeted hiring requirements are out of compliance during any Reporting Period, the Prime Contractor shall meet with the LACMTA to develop a plan

for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance or Liquidated Damages shall be withheld.

- Before Liquidated Damages are sought, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.
- Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, the project contract is terminated, or the project is completed.
- Should the project be terminated or completed before the Prime Contractor is found to be in compliance, recommendation may be made to the LACMTA's CEO or ~~her/his~~their designee~~.~~ to assess Liquidated Damages to be withheld from the contractor's retention.

2.6.2 Liquidated Damages Appeal

2.6.2.1 The Prime Contractor may appeal an assessment of Liquidated Damages by submitting a written appeal to the LACMTA within ten (10) calendar days of receipt of the Liquidated Damages assessment. The written appeal shall state the basis for the appeal and include any all supporting documentation the Prime Contractor requests the LACMTA to consider. Unless requested by the applicable appeal authority, supplemental documentation submitted after expiration of the ten (10) calendar-day appeal period will not be considered. Failure to submit a written appeal within the time specified in this Section shall constitute a waiver of the right to appeal, and the assessment of Liquidated Damages shall become final.~~The Prime Contractor may appeal the assessment of Liquidated Damages before the LACMTA's CEO or her/his designee. Prior to the hearing, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.~~

2.6.2.2 Upon receipt of a timely appeal, DEOD shall compile the administrative record and submit the appeal and relevant

supporting documentation to the applicable appeal authority. The administrative record shall include the Liquidated Damages assessment and documentation supporting the assessment, the Prime Contractor's written appeal and supporting documentation, and other relevant documentation relied upon by the LACMTA in making the assessment~~The Prime Contractor must request an appeal in writing within 10 calendar days of receipt of the Liquidated Damages assessment summary. At the hearing, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section 2.5 of the Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented~~.

2.6.2.3 For an assessment of Liquidated Damages of five hundred thousand dollars ($500,000) or less, the appeal shall be reviewed and determined by the Senior Executive Officer of the DEOD, or their designee.

2.6.2.4 For an assessment of Liquidated Damages greater than five hundred thousand dollars ($500,000), the appeal shall be reviewed and determined by the LACMTA's Chief Executive Officer (CEO) or the CEO's designee.

2.6.2.5 The appeal shall be determined based on the written administrative record. No hearing shall be required. In determining the appeal, the applicable appeal authority shall consider the information upon which the Liquidated Damages assessment was based and any information or documentation submitted by the Prime Contractor demonstrating compliance or the efforts required under Section 2.5 of this Policy. The applicable appeal authority shall determine whether the assessment is supported by the administrative record and is consistent with the requirements of this Policy. The applicable appeal authority may affirm, reduce, modify, or rescind the assessment of Liquidated Damages based on the administrative record.

2.6.2.6 The LACMTA shall provide the Prime Contractor with the appeal determination in writing within (10) ten businesses days following receipt of the complete administrative record.

The determination of the applicable appeal authority shall constitute LACMTA's final administrative determination under this Policy.

~~2.6.2.2~~

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

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

3.0 DEFINITION OF TERMS

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

3.2 Board means the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors.

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

3.4 Construction Contract means a construction contract, agreement, or task order for the performance of construction work on a Covered Project, including, but not limited to, demolition, installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades~~any construction projects, including but not limited to, demolition, rehabilitation, alteration, renovation, installation, repair, or improvement work performed at LACMTA facilities, whether new or existing, that is funded, administered, or controlled by LACMTA, including,~~

but not limited to design-build delivery, site preparation, demolition, structural, electrical, mechanical, and related systems work with a construction contract value of $2.5 million or more and awarded by the LACMTA, including but not limited to, all Measure R and Measure M Transit and Highway projects, and to all joint development projects as defined in Section 3.0. s.a contract to perform construction work on a LACMTA Project.

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

3.6 Core Worker means an employee whose name appeared on the C/S/E/Ds active payroll for sixty (60) of the one hundred days immediately before the award of the Project Work to the C/S/E/D and meets all standards required by applicable local, state or federal law or regulation.

3.7 Craft Request Form means a document provided by the LACMTA through which Contractors shall request workers from Unions.

3.8 Criminal justice system involvement occurs when a person has direct involvement through having an arrest record or indirect involvement through affiliation or residency in an area with high levels of gang activity as identified/verified by a law enforcement agency.

3.9 Disadvantaged Worker means an individual who, prior to commencing work on the project, meets the income requirements of a Targeted Worker and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent;(3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan warasas defined by federal law; or (9) being an apprentice with less than 15% of the required graduating apprenticeship

hours in a program; or (10) having successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program ("MC3 Graduates"). ~~.~~

3.10 Division of Apprenticeship Standards (DAS) verifies the apprentice registration and status and enforces requirements of Labor Code Section 1777.5 mandating employment of apprentices on all public works projects.

3.11 Economically Disadvantaged Area means a zip code that includes a census tract or portion thereof in which the median annual household income is less than $52~~40~~,000 per year, as measured and reported by the U.S. Census Bureau in the 202~~1~~0 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.

3.12 Employment Hiring Plan (EHP) is the plan presented by the Contractor and approved by the Chief Executive Officer, or his designee, as described in Section 4.0 of this Policy.

3.13 Extremely Economically Disadvantaged Area means a zip code that includes a census tract or portion thereof in which the median annual household income is less than $4~~3~~2,000 per year, as measured and reported by the U.S. Census Bureau in the 20~~1~~20 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.

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

3.15 LACMTA means Los Angeles County Metropolitan Transportation Authority, also known as MTA or Metro.

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

3.17 Local Resident means an individual whose primary place of residence is within an Economically Disadvantaged or Extremely Economically Disadvantaged area in Los Angeles County.

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

3.19 Policy means this Construction Careers Policy (CCP). This Policy shall govern covered construction projects as defined herein.

3.20 Prime Contract means a contract entered into by a Contractor and the LACMTA for construction of the Project Work.

3.21 Prime Contractor means a Contractor that has entered into a Prime Contract with the LACMTA.

3.22 Project or Covered Project means the performance of construction work under construction contract, agreement, or task order including, but not limited to, demolition, installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades. Covered Projects include the capital improvement construction projects, including, but not limited to, Measure R and Measure M Transit Projects and Highway Projects, with an individual construction contract value of $~~2.~~5 million or more and awarded by the LACMTA; and

Project or Covered Project also means:

(a) Joint Development PLA Projects.

1. A Joint Development PLA Project is defined as a joint development project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by LACMTA through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:

    a. A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or

    b. A residential only project that exceeds sixty (60) residential units; or

    c. A commercial only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.

2. The joint development project thresholds set shall apply to the aggregate square footage and/or number of units for all work to be performed on a contiguous site as a joint development project as approved by the LACMTA Board. Covered Work shall not be intentionally segmented, split, divided, phased, or otherwise separated into multiple contracts or scopes of work for the purpose of avoiding the application of this Agreement. This provision shall apply to all Covered Projects, including but not limited to capital improvement projects and Joint Development Projects~~Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement~~.

3.23 Project Labor Agreement (PLA) means an agreement entered into between the Los Angeles/Orange County Building and Construction Trades Council (LA/OCBCTC), Unions and the LACMTA.

3.24 Project Work means construction work performed in the construction of a project.

3.25 Reporting Period means the indicated reporting period for measuring the targeted hiring efforts of the C/S/E/Ds. These reporting periods shall be defined by the LACMTA and will continue until construction of the project has been completed.

3.26 Targeted workers means an individual whose primary place of residence is (1) within an extremely economically disadvantaged area, which is a zip code that includes a census tract, or portion thereof, in which the median annual household income is less than $4~~3~~2,000 per year; or, (2) within an economically disadvantaged area, which is a zip code that includes a census tract, or portion thereof, in which the median annual household income is less than $52~~40~~,000 per year.

3.27 Unemployment means, in accordance with the Bureau of Labor Statistics definition, a situation in which a person does not have a job, has actively looked for work in the prior 4 weeks, and is currently available for work. Chronic unemployment means unemployment lasting 27 weeks or longer.

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

4.0 RESPONSIBILITIES

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

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

- LACMTA shall report the status of all projects covered by this policy as determined by the CEO or ~~her/his~~their designee.

Prime Contractor and its C/S/E/Ds shall perform the following responsibilities:

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

Council ten (10) days in advance of all such conferences. Subcontractors of all tiers will be advised in advance of all such conferences and shall participate. All work assignments should be disclosed by the C/S/E/D at a pre-job conference held in accordance with industry practice. Any formal jurisdictional dispute raised under Article XII of the LACMTA-PLA must be raised at the pre-job conference upon disclosure of the work assignments. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the C/S/E/D intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E/D must notify the appropriate affected craft union(s) prior to the commencement of work.

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

The Jobs Coordinator shall perform the following responsibilities:

- Play an integral part in the success of its partners in obtaining the targeted hiring percentages. It is the responsibility of the Prime Contractor to designate a Jobs Coordinator who will effectively perform the following:
    - The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers and/or Disadvantaged Workers for construction opportunities at the project (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).
    - The Jobs Coordinator shall coordinate services for contractors to use in the recruitment of Targeted Workers.
    - The Jobs Coordinator shall educate and assist contractors on incentives provided by state or federal programs for on-the-job training and employer tax credits.
    - The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.
    - The Jobs Coordinator shall screen and certify the disadvantaged status of workers.
    - The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed local and/or disadvantaged workers and apprentices.
    - The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified local workers and/or disadvantaged workers.
    - The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.
    - The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral to work on a project and/or indenture-ship into a bona fide labor/management apprenticeship program.
    - The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.
    - The Jobs Coordinator shall assist the C/S/E/Ds with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.
    - The Jobs Coordinator shall work closely with LACMTA staff, the building trades and C/S/E/Ds in achieving the targeted hiring goals.

Unions shall perform the following responsibilities:

- The Unions shall ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.
- The Unions shall refer Targeted Workers requested through the Craft Request Form, regardless of their place on the hiring hall list and normal referral procedures.
- The Unions shall exert their best efforts to recruit and identify Targeted Workers residing in Local Extremely Economically Disadvantaged areas and Economically Disadvantaged areas, Disadvantaged Workers, as well as those referred by the Jobs Coordinator for entrance, indenture-ship into a union apprenticeship program, and assisting such individuals in graduating into journeypersons.
- The Unions shall track retention of Targeted Workers/apprentices participating in joint Labor/Management apprenticeship programs and provide LACMTA with the necessary information as requested.

5.0 FLOWCHART

Not Applicable

6.0 ATTACHMENTS

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

Attachment B – Craft Request Form

7.0 PROCEDURE HISTORY

12/15/11 New policy
01/26/12 Board Adopted
01/26/17 Revised to include joint development projects and other minor edits
10/09/26 Revised policy with definition expansion, EDA/EEDA threshold updates, and revised liquidated damages appeal process.

Los Angeles County
Metropolitan Transportation Authority

Metro

GENERAL MANAGEMENT
Construction Careers Policy

GEN 58

Attachment A

Attachment B

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

REQUEST FOR CRAFT EMPLOYEES
(FOR METRO PROJECTS ONLY)

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

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

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

From Company: _____

Person Sending: _____ **Contact Phone:** ( )_____

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

40% Targeted Requirement. *(Union craft employees, including apprentices, who reside in one of the Community Area Table in the 5 mile radius list. If unavailable, those residing in Local Area Table in the Los Angeles County List.*

10% "Disadvantaged" Requirement. *(Union craft employees, including apprentices, who live in one of the Community Areas, or Local Areas identified in the above lists, and are verified to fulfill the "Disadvantaged" hiring requirement).*

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

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

Craft Employees Requested

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

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

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

Site Address: _____

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

Comments or special requirements:

Union Use Only

(Fax the Completed Form Back to Contractor)

Reception Date_____ Dispatch Date_____ Received By_____

Requested Dispatch	Available for Dispatch	Unavailable for Dispatch
40% Targeted	_____	_____
20% Apprentice	_____	_____
10% Disadvantaged	_____	_____

Comments:_____

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

REQUEST FOR CRAFT EMPLOYEES
(FOR METRO NON-FEDERALLY FUNDED PROJECTS ONLY)

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

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

From Company: _____

Person Sending: _____ **Contact Phone:** ( )_____

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

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

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

Site Address: _____
On-site Tel. (_____)_____ #: Fax: (_____)_____
Comments or special requirements:

Union Use Only

(Fax the Completed Form Back to Contractor)

Reception Date_____ Dispatch Date_____ Received By_____

Requested Dispatch	Available for Dispatch	Unavailable for Dispatch
40% Targeted	_____	_____
20% Apprentice	_____	_____
10% Disadvantaged	_____	_____

Comments:_____

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

Project Labor Agreement / Construction Careers Policy Renewal

Executive Management Committee
November 19, 2026

Metro

Recommendation: 10-Year Renewal

APPROVE the renewal of the Project Labor Agreement (PLA) and Construction Careers Policy (CCP) as amended in Attachments A and B, for a period of 10 years.

Continuity Before January 26, 2027

- Maintain the labor stability and workforce framework for covered construction and applicable Joint Development projects.

Established Goals Remain Unchanged

- 40% Targeted Workers 20% Apprentices 10% Disadvantaged Workers

Metro

Performance Exceeds all Workforce Goals

2016 through June 2026

51 projects **$8.38B in value** **15.47M craft hours**

Worker category	Goal	Attainment
Targeted Workers	40%	**51.37%**
Apprentices	20%	**23.69%**
Disadvantaged Workers	10%	**15.38%**

More than $731M earned by workers from economically disadvantaged areas and $142M by Disadvantaged Workers

Local Hire: 15 of 20 projects exceed PLA workforce requirements

Metro

Proposed Amendments to the PLA/CCP

Worker Eligibility

- Economically Disadvantaged Area (EDA): $40K → $52K/yr (2020 Census)
- Extremely Economically Disadvantaged Area (EEDA): $32K → $42K/yr (2020 Census)
- Updating the thresholds preserves the original percentile-based framework adopted by the Board in 2012
- Multi-Craft Core Curriculum (MC3) graduates added to the Disadvantaged Worker definition as an apprenticeship-readiness pathway; counts toward the existing 10% requirement, no separate participation percentage

Scope Expansion

- Covered Project definition expanded — all delivery methods now included: design-bid-build, design-build, progressive design-build, CMGC, CMAR, job order contracting
- Anti-segmentation language strengthened: work cannot be split/phased to avoid PLA coverage
- Construction Contract definition broadened to include task orders, demolition, modernization, rehabilitation, etc. of new and/or existing facilities

Legal & Compliance

- Executive Order 11246 reference removed (EO was rescinded); replaced with 'applicable federal and state law and regulation, and applicable Executive Orders and guidance'
- Letter of Assent now binding on ALL contractor/subcontractor tiers regardless of union signatory status
- Veteran definition updated from 'Iraq/Afghanistan war veteran' → 'veteran as defined by federal law'
- Section 6.2 updated so employees cannot be required to join a union or pay union dues/fees as a condition of working on a Covered Project, consistent with Janus v. AFSCME (2018)

Administrative

- Arbitration panel refreshed with 7 new arbitrator names; Parties may add or replace arbitrators by written agreement going forward
- Telegram notification method replaced with email throughout document
- CEO's authority to assess and hear appeals of Liquidated Damages now extends to her/his designee

Metro

MC3 Strengthens the Apprenticeship Pathway

5,575 graduates
2,150 placed in union construction careers

MC3 program outcomes since 2017, as cited in the board report

Connection to Metro projects

Recognize qualifying MC3 graduates as Disadvantaged Workers, linking apprenticeship readiness with covered employment.

Existing requirements remain

The 10% Disadvantaged Worker goal stays in place.
No separate Metro training program or participation goal.

Metro

Stakeholder Feedback Supports Continuation

32 responses across four stakeholder groups

- **86% of contractors reported a positive program impact**
  "The PLA does challenge us to look at our workforce development in a different way,"

- **79% of Jobs Coordinators rated the program effective**
  "One of the most proactive and effective programs within Los Angeles County."

- **100% of responding workers gained skills or experience**
  "Keep giving more opportunities to people."

Implementation priorities: Clearer contractor guidance, better referral coordination and stronger apprenticeship pathways

Metro


Thank you
Metro

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

File #: 2026-0638, **File Type:** Project **Agenda Number:** 5.

PLANNING AND PROGRAMMING COMMITTEE
NOVEMBER 18, 2026
EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: LA RIVER PATH - LOCALLY PREFERRED ALTERNATIVE (LPA)

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

A. APPROVING the Locally Preferred Alternative (LPA) for the LA River Path project as Modified Option 2, an 8-mile path between Riverside Drive and Atlantic Boulevard evaluated in the Draft Environmental Impact Report (EIR);

B. APPROVING an approximately 5.5-mile gap closure through two simultaneous Initial Operating Segments (IOS) - the IOS-north between Riverside Drive and Spring Street; and the IOS-South, between Sixth Street and Atlantic Boulevard; and

C. AUTHORIZING staff to work with the City of Los Angeles to bridge the 2.5 mile gap between IOS-north and IOS-south, to prioritize planned Class IV cycle tracks, in combination with the existing on-street bike lanes, which can serve as an interim connection until funding for the off-street river channel paths between Broadway/Spring Street and Sixth Street is secured.

ISSUE

Metro published a Draft EIR under the California Environmental Quality Act (CEQA) for the LA River Path Project on December 18, 2025. The Board's action to approve the LPA and the two simultaneous IOSs is necessary to continue advancing the Project design for state and federal environmental clearance, which is required for obtaining the United States Army Corps of Engineers (USACE) permit to build and operate the Project, and to allow Metro to support the LA River Governance Model Study (Governance Study). Selecting an LPA does not constitute approval of the project.

BACKGROUND

The Project is included in the 2016 Measure M Expenditure Plan as the LA River Waterway & System

Bike path, and in the Metro 2020 Long Range Transportation Plan (LRTP) as the LA River Path - Central LA. At its May 2018 meeting, the Board authorized staff to advance the Project through design, environmental clearance, and construction, based on the findings from the prior 2016 Feasibility Study. Metro published a Draft EIR under the California Environmental Quality Act (CEQA) for the LA River Path Project on December 18, 2025.

The Project would close the longest remaining gap of the active transportation network along the LA River. This 8-mile segment between Elysian Valley in the City of Los Angeles and the City of Maywood poses an increased safety risk, as cyclists and pedestrians must use surface streets and busy intersections to traverse the existing network. By closing this gap through downtown Los Angeles and the City of Vernon, the Project would serve communities between the San Fernando Valley and the City of Long Beach, transforming how people travel across LA County. When complete, the Project would add to the existing 24-miles of active transportation network along the LA River, providing a seamless 32-mile traffic-separated active transportation facility.

Project History

Currently, 24 miles of non-continuous pedestrian and bicycle paths exist along the LA River. South of the Project, Los Angeles County opened the LA River Bicycle Path in 1983, a 17-mile route stretching from Maywood to Long Beach. Los Angeles County Department of Public Works (LADPW) published the first LA River Master Plan in 1996, which was subsequently updated in 2022 to include the Project. North of the Project, the City of Los Angeles opened the Los Angeles River Greenway Trail in 1997 from Elysian Valley to Burbank.

In 2016, Measure M identified the LA River Waterway & System Bike Path in its expenditure plan, allocating $365 million (2015$) for its design, environmental clearance, and construction. Later rebranded as the LA River Path, the Project aims to create a safe, accessible pathway for pedestrians and cyclists and provide an alternative mode of transportation suitable for users of all ages and abilities, particularly for residents living within a 3-mile radius of the corridor.

At its September 2016 meeting, the Metro Board approved the LA River Bike Path Gap Closure Feasibility Study, which concluded that gap closure was viable.

Subsequently, at its September 2019 meeting, the Board received the LA River Path Conceptual Design Report (CDR), which incorporated significant public outreach findings and identified the alternatives evaluated in the Draft EIR. The CDR studied a bottom-of-channel (BOC) alignment that was not recommended for advancement in the environmental studies. This path type would incur significant risk from seasonal flooding, would require the longest access ramps to get on and off the path, and would not be able to provide many of the amenities and features, such as direct path lighting, rest stations, landscaping, and security features, as the path would be underwater during rain events and for a period of time during and after flooding events. In typical rain events, water can surge to 3-6 feet deep at 24 mph within 24 hours. Based on the last 25 years of rain events and USACE’s recommendation of a 72-hour post-storm stand-down, a BOC alignment could be closed between 1.9 months during dry years and 5.6 months during wet years. Aside from the flood risk, a BOC path's visibility is greatly impaired when it is placed at the bottom of the river with banks at least 25 feet high and flanked by active railroads. Women weigh visibility heavily when choosing trails.

Studies of women trail users find that the feeling of being trapped or unable to exit quickly leads them to avoid routes they perceive as unsafe.

For these reasons, this alignment was not among the top three best-performing alternatives. The Board authorized the CEO to initiate the Draft EIR with the three best-performing alternatives: A, B, and C (Proposed Project, Option 1, and Option 2 in the Draft EIR). It also highlighted the design constraints to be further addressed in the Project area, including active freight and passenger rail abutting the river channel, utility towers, and bridges, some of which are designated as historic.

On November 18, 2021 <https://boardagendas.metro.net/board-report/2021-0556/>, in response to a June 2021 Metro Board Motion (Attachment A), the Board authorized staff to coordinate with the City and County of Los Angeles for ownership, operations, and maintenance of the Project, noting that Metro will not assume any financial responsibility for operating and maintaining the completed project. One of the biggest limitation cited in the response was Metro's insignificant share of right-of-way (ROW) ownership along the corridor. While the City of Los Angeles (including Los Angeles Department of Water and Power (LADWP), and the County of Los Angeles (including the Los Angeles County Flood Control District (LACFCD)) in total own approximately 80% of the ROW along the corridor, Metro ownership is less than 1% with the remaining 19% privately owned.

At its May 2026 meeting, the Board approved Motion 46 (Attachment B) by Directors Bass, Solis, Horvath, Hahn, and Padilla, which identified LACFCD to lead a LA River Governance Model Study, and directed the CEO or her designee to enter into all necessary agreements with the County of Los Angeles, LACFCD, and/or City of Los Angeles to carry out and finance the Governance Study, and directed Metro staff to collaborate with all relative stakeholders throughout the development and implementation of recommendations from the Governance study.

DISCUSSION

Decades before Measure M, the 1996 Los Angeles River Master Plan envisioned the five-mile Downtown corridor-stretching from the Arroyo Seco to Washington Boulevard-as a vital canvas for integrating urban flood control with community connections, aesthetic, and recreational revitalization.

The LA River Path advances that vision well beyond simple recreation. Entirely grade-separated from vehicular traffic, the path would offer a safe, multi-use transit corridor connecting commuters and visitors alike to key destinations throughout the urban core. Crucially, it would establish equitable mobility for historically underserved, transit-dependent communities along the river's east bank. By fusing safe recreational space for all ages and abilities with functional infrastructure, the project fundamentally reimagines mobility in Los Angeles.

The transformative impact of urban infrastructure is well illustrated by benchmark developments like the San Antonio River Walk and New York City's High Line. By surrounding its downtown waterway with a seamless network of winding pathways and bridges, San Antonio converted an urban river into a world-class destination that draws millions of visitors annually and drives significant economic growth. Similarly, New York's High Line reimagined a disused elevated rail line into a thriving linear park that empowers local communities through public programming while generating over $1.4 billion in tax revenue.

Environmental Review Process

On October 23, 2019, pursuant to CEQA Guideline Section 15082, Metro filed a Notice of Preparation (NOP) for the Project Draft EIR, with the State of California Office of Planning and Research (OPR) State Clearinghouse (SCH) and the Los Angeles County Clerk. Metro staff initiated public scoping for the Draft EIR, with a 45-day scoping period ending on December 6, 2019, and holding four in-person scoping meetings. Multiple commenters expressed preference for a BOC alternative, claiming lower construction costs, minimal rain-related closures in LA, and enhanced safety due to clearances from railroad tracks and overhead power lines near Union Station.

Following public scoping, Metro prepared conceptual engineering (CE) drawings for project alignments and design options, including environmental analysis and technical studies on 18 environmental resources. On December 18, 2025, Metro released the Draft EIR for public review during a 47-day comment period that concluded on February 2, 2026. In addition to the Draft EIR, Metro published the Preliminary Capital Cost Estimate Summary, Conceptual Engineering Plan Set, and Phase I Environmental Site Assessment, available on the Project website at <https://www.metro.net/projects/lariverpath/>

Alternatives and Options Evaluated in the Draft EIR

The Draft EIR evaluated seven alternatives with design options. Five alternatives close the entire 8-mile gap from Riverside Drive to Atlantic Boulevard, with each beginning and ending on the west bank of the LA River (maps in Attachment C, Figures C-1 thru C-7). The remaining two alternatives would serve as partial gap closures. Additionally, as required by CEQA, a “No Project” alternative was also considered. Draft EIR Executive Summary (Attachment D) is included for reference. A BOC alternative was considered but not carried forward into the Draft EIR (pursuant to CEQA Guidelines Section 15126.6(c)) due to significant concerns regarding safety, constructability, accessibility, and maintenance during periods of seasonal rains and flooding, as well as not meeting most of the project objectives.

All alternatives have two key design features:

- Path Types: elevated (path on structures where either an incised or top-of-bank (TOB) right of way is unavailable), incised (path is cut into the trapezoidal embankment), and TOB (path on the riverbank) (Attachment C, Figure C-8). However, each alternative varies in alignment, path length, number and locations of river crossings, number and locations of access points, and distribution of path types
- River Crossings: pedestrian/bike crossings between each bank of the river to provide equitable access to communities on both banks of the river.

The core path alignment of each alternative generally follows the LA River channel. All alternatives connect to communities on both banks and to major destinations directly or indirectly, such as LA State Historic Park (LASHP), Albion Park, Union Station, Sixth Street PARC, and Bandini-Soto Triangle. The shorter alternatives, while connecting to communities on both banks, do not connect to all destinations.

Attachment C, Table C-1, summarizes project elements and capital cost for each alternative.

Community and Stakeholder Engagement and Comments

Public notification for the release of the Draft EIR was conducted in accordance with CEQA requirements and included direct mail (approximately 15,000 bilingual postcards), flyer door-to-door distribution (approximately 48,000 flyers), transit rider intercepts (390 transit riders), three legal advertisement publications (Los Angeles Times, La Opinión, and Daily News), e-blasts (approximately 6,700 contacts via email), media advertisements, earned media, press releases, and advertisement on the project website. The Notice of Availability (NOA) of the Draft EIR was filed with both the Los Angeles County Clerk and the California State Clearinghouse, including a Notice of Completion with the State Clearinghouse. The NOA was mailed to potentially affected government agencies, residents, tribal groups, and businesses at the start of the comment period to announce the availability of the Draft EIR and to invite participation in the four public hearings in January/February 2026.

During the 47-day public review period, Metro hosted three in-person and one virtual public hearings, during which the public could provide comments. Of the four public hearings, three were held on weekday evenings, and one on a weekend morning. The Draft EIR public review period included consultation with resource agencies, local, state, and federal agencies, cooperating and responsible agencies, including the USACE. In total, approximately 440 comment submissions (encompassing approximately 880 individual, delimited comments) were received through various methods, including oral and written comments at the Public Hearings, project email submissions, phone submissions, and online submissions. A high-level summary of the community engagement conducted and the Draft EIR comments received are provided in Attachment E.

Overall, about 315 of the 440 comment submissions (over 70%) expressed support for the Project, regardless of any alternative. This included support for a BOC alternative, which some favored, claiming that it could be faster and cheaper to build.
As stated earlier, Metro has considered the BOC alternative but did not advance it for study in the Draft EIR due to its failure to meet most of the basic project objectives, safety concerns from permitting agencies, hydrological functions, and maintenance. Additionally, about 90 comment submittals (about 21%) expressed explicit preference for a specific alternative in the Draft EIR, including Option 2, often citing direct access to LASHP and Downtown Los Angeles.

The remaining comments received addressed several non-environmental topics, including requests for additional design details, concerns about path safety, cost estimates, and the funding gap.

Metro received comment letters from six Responsible Agencies identified in the Draft EIR, as well as from 14 other agencies and stakeholders. Some specific comments received from these Responsible Agencies could further inform LPA selection, design refinement and/or additional study. These include:

- *City of Los Angeles:* Expressed support for an alternative that closes the existing 8-mile gap and provides access points to the EFCs. Expressed preference for TOB and incised path types over the elevated path type to minimize capital, operations, and maintenance costs.

Apprehensive of the BOC designs due to flood vulnerability and lighting/access constraints.

- *US Army Corps of Engineers (USACE)*: Expressed concerns about a BOC proposal because it raises life safety concerns and may require additional access ramps. Noted that USACE will not assume additional Operations and Maintenance (O&M) responsibilities associated with the Project.
- *Los Angeles Department of Water and Power (LADWP):* Noted that the project owner is to be clearly identified and held solely responsible for all liability, operation, and maintenance. Noted that no access point on Main Street on the west bank through LADWP property will be allowed and emphasized minimum clearances to LADWP facilities and over existing access roads.

Staff Recommendation for LPA

Based on environmental findings from the Draft EIR and comments received from individuals and key agency stakeholders during the Draft EIR review period, staff recommends **Modified Option 2** as the LPA (Attachment F, Figure F-1), as it meets Project objectives most cost-effectively, accommodates community input on access locations along the corridor, and introduces no new environmental impacts.

- Project Objective - provides an alternative that caters to people of all ages and ability, provides direct access to major destinations, promotes equity by providing access on both banks, with more access to the EFCs on the east bank,
- Cost Effective - leverages an existing on-street Class IV segment, prioritizes top-of-bank (TOB) and incised paths over elevated structures where possible, and reduces river crossings
- Community Input - value engineered to respond to communities' concern for cost, provides two additional accesses to be cleared environmentally for implementation later, subject to future funding.

For details on Modified Option 2, see Attachment F.

Preliminary Cost Estimates and Funding

The preliminary capital cost estimate for Modified Option 2 is approximately $872 million (2025$) based on 15 percent design. The cost estimates are based on early engineering and are consistent with those developed and published during the circulation of the Draft EIR. It includes baseline construction costs in 2025$, including labor, materials, and professional services, a right-of-way administration cost at 4% of the baseline construction costs, and a contingency 40% to account for known and unknown project risks.

The cost estimate for Modified Option 2 is lower than the cost estimates for all five 8-mile alternatives evaluated in the Draft EIR, which range between approximately $1.08 billion and $1.27 billion, depending on the alternative. Escalation to year of expenditure (YOE) was not included in the capital cost estimates and would be determined by a future funding plan and construction schedule.

The preliminary capital cost estimate for the LPA is $872 million, which exceeds approximately $433 million (escalated to 2025$ from 2015$) identified for the Project in the Measure M Expenditure Plan.

Preliminary estimates of annual O&M cost are between $1.3 million and $1.4 million. However, the O&M cost would have to be vetted and approved by the project's committed O&M entity(ies). As mentioned earlier in this report, the Board noted in 2021 that Metro will partner with the City, County, and Federal agencies with ownership and responsibility in the LA River corridor in regard to the overall management structure of the completed project, but will not assume any financial responsibility for operating and maintaining the completed project. This is based upon one of the biggest limitations for Metro - the insignificant share of right-of-way along the 8-mile corridor. While the City of Los Angeles (including Los Angeles Department of Water & Power) and the County of Los Angeles (including LA Flood Control) in total own approximately 80% of the right-of-way along the corridor, Metro ownership is less than 1%. Of the remaining 20%, most is held as private ownership. Hence, the permitting agencies other than USACE which has flood control jurisdiction over the river, will be the City of Los Angeles and the County of Los Angeles.

Further rationale for Metro not assuming responsibility for O&M is that at both its January 2026 and March 2026 meetings, the Board reviewed Metro's current financial position, including an overview of the near-term budget outlook, which identified that starting in FY28, the operational fiscal cliff forecasts a deficit from $0.9 billion to as much as $2.0 billion. Looking ahead, Metro projects a cumulative financial gap in the range of $3.6 to $5.2 billion by FY30. The gap is comprised of $4.3 billion for Metro Transit Operations & Maintenance (O&M) and $0.9 billion for Metro Transit Capital Improvement Program (CIP). Of the more than 130 different sources of funds available to Metro, less than 15 sources of funds are dedicated for mass transit operations. Consequentially, any O&M funding set aside for an active transportation project takes away from available funding for transit operations. As a result, the Board has adopted a foundational guiding principle to preserve essential services for addressing Metro's fiscal cliff.

Project Phasing and IOS

Based on available funding, Metro staff recommend advancing two simultaneous Initial Operating Segments (IOSs), each providing independent utility. The combined cost of these IOS segments is approximately $436 million, slightly exceeding the currently available Measure M funding of $433 million. As the project advances and reaches key milestones, such as certification of the Final EIR, staff will need to have commitments from County and/or City agencies to support in the development and lead the operations and maintenance of the project. Upon confirmation of these commitments, refinements to the scope including pursuing value engineering opportunities will require review and concurrence by the agencies assuming operations and maintenance of the project. These approvals are necessary while Metro is pursuing competitive Active Transportation Program grants at the state level and, if applicable, federal active transportation funding to close the remaining gap.

Attachment F, Table F-1, presents the cost and funding breakdown.

Project phasing enables incremental investment, allowing benefits to be realized with identified funds and enabling some of the Project's mobility benefits to be realized sooner. Metro staff recommends two simultaneous IOS segments, each with independent utility, extending the existing active

transportation network along the LA River and providing initial access to the many EFCs and key trip generators, including population centers, employment centers, and key destinations. These segments are:

- IOS-north: extend from the northern terminus of the Modified Option 2 at Riverside Drive to Spring Street and
- IOS-south: Modified Option 2 between Sixth Street and Atlantic Boulevard.

The IOS segments, shown in Attachment F, Figure F-2, collectively would include 7 access points, with 5 on the east bank, and 2 on the west bank. Combined, the IOSs would close approximately 5.5 miles of the 8-mile gap. The IOS segments are not expected to impact the USACE's LA River Ecosystem Restoration Project during its implementation. To bridge the gap between IOS-north and IOS-south, staff identified planned Class IV cycle tracks in the City of Los Angeles' 2035 Mobility Plan. Metro will work with the City of Los Angeles to prioritize, these planned Class IV cycle tracks, in combination with the existing on-street bike lanes, which can serve as an interim connection until funding for the off-street river channel paths (between Broadway/Spring Street and Sixth Street) is secured. This interim route will improve access to EFCs directly adjacent to the LPA, particularly in Lincoln Heights, Chinatown, and Boyle Heights.

Some of the potential interim corridors identified are:

1) Spring/Alameda Safety & Mobility Project - anticipated completion 2026-2027
2) Alameda Corridor (Spring to Sixth)
3) Cesar Chavez Corridor (Alameda to Mission)
4) First Corridor (Alameda to Boyle)
5) Main Corridor (LA River to Mission)
6) Mission Corridor (Cesar Chavez to Main)
7) Whittier Corridor (Sixth to Soto)
8) Soto Corridor (Whittier to First)

Metro Cost-Benefit Analysis

At the July 2025 Board meeting, the Board approved a methodology framework for a Cost Benefit Analysis (CBA) to be conducted on Metro capital projects at key milestones to support investment and funding decisions. The CBA methodology includes two related components: Weighted Benefits Analysis (WBA) and Benefit-Cost Ratio (BCR).

The Project CBA, conducted in August 2026, evaluated six alternatives: Modified Option 2 (the staff-recommended LPA) and the five 8-mile alternatives evaluated in the Draft EIR. The WBA component of the CBA found that the Project provides significant benefits locally and regionally for all alternatives. Based on several qualitative and quantitative evaluation metrics, Modified Option 2 received a WBA score of 5.8 out of 7.0, which is comparable to the five 8-mile alternatives, which range from 5.8 to 6.0. All alternatives scored comparably with respect to path user demand, and connectivity to jobs, housing, amenities, public transit, and the existing and planned bicycle network. Under the WBA theme of Operational Sustainability & Delivery, Modified Option 2 scored the highest due to its greater cost-effectiveness and lower complexity in permitting and coordination with adjacent projects.

The BCR analysis found that Modified Option 2 performed best, with a BCR of 0.23. The BCR compares a project's total monetized costs against a set of calculated monetizable benefits. BCRs below 1 indicate that a project will cost more than the monetizable benefits it creates. It is important to note that not all benefits or costs are quantifiable or easily monetized, especially at a larger regional scale such as this case. Specifically, the BCR does not capture all social, safety, and network benefits. Hence, the BCR is presented alongside the WBA to provide more robust analysis of costs relative to benefits.

Modified Option 2 delivers comparable benefits at significantly lower construction costs (at least 20% lower) than the other five 8-mile alternatives evaluated in the Draft EIR. The recommended LPA has a BCR (0.23) nearly double that of the lowest-performing alternative (0.13). Modified Option 2 achieves these cost savings by minimizing expensive elevated structures and river crossings, and prioritizing the cost-effective incised, TOB, and on-street path types.

Additional details on the Project CBA are presented in Attachment G.

DETERMINATION OF SAFETY IMPACT

By separating cyclists and pedestrians from vehicle traffic in a high-collision corridor, the Project will improve safety for active transportation users.

FINANCIAL IMPACT

The Fiscal Year 2026-2027 budget assigned about $4.4 million in funding to the project (No. 474303) for professional services within Countywide Planning and Development, including support for technical analysis and community engagement in response to the Draft EIR. Since this is a multi-year project, Cost Center Managers, Chief Planning Officer, and Chief Program Management Officer will be responsible for budgeting in future years.

Impact to Budget
Funding for this project comes from Measure M Capital Subfund for Highway, Active Transportation and Complete Streets - both from the 17% Highway Construction and the 2% Metro Active Transportation Program. These funds are not eligible for bus or rail operating expenses.

EQUITY PLATFORM

Socioeconomic data reveals that approximately 23% of the population within this 3-mile radius live in poverty, and 17% of working-age individuals either walk, bike, or use public transit to commute. Within the Project area, the proportion of older adults is relatively low (8.09%), while Black, Indigenous, and People of Color (BIPOC) individuals constitute a substantial 92%, with Latinos comprising 77%. The Project promises mobility choices and regional access to employment, education, and recreational opportunities for populations both in the Project vicinity and along the wider LA River active transportation network. The Project would be directly accessible to EFCs in Elysian Valley, Lincoln Heights, Chinatown, and Boyle Heights in the City of Los Angeles, as well as the City of Maywood.

To engage hard-to-reach populations who do not typically participate in community meetings, Metro circulated materials and notices, including the Draft EIR Executive Summary in both English and Spanish, held pop-up events at community events, and performed transit rider intercepts at rail stations and bus stops in the Project area. Metro released the Draft EIR on the online digital platform, improving accessibility and navigability of the environmental document. The online platform is also compatible with common Internet browsers and smartphones, with translation functions, allowing community members to translate the document from English to a language of their choice. During the public review and comment period, all in-person public hearings were held at EFCs in Lincoln Heights, Boyle Heights, and the City of Maywood to better engage hard-to-reach communities. All public hearings, including the virtual public hearing, included live Spanish translation services.

As part of future stages of project development, Metro would expand partnerships with community-based organizations (CBOs) to help disseminate project information, advise on outreach methods, and engage a diverse set of project stakeholders as the Project advances. Metro is committed to expanding community outreach to include additional languages spoken in EFCs and beyond, and to ensuring meaningful connections with riders of all ages and abilities, including seniors, people with disabilities, and those with mobility challenges.

VEHICLE MILES TRAVELED OUTCOME

Vehicle Miles Traveled (VMT) and VMT per capita in Los Angeles County are lower than national averages, the lowest in the Southern California Association of Governments (SCAG) region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board adopted VMT reduction targets that align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This Project supports Metro's systemwide strategy to reduce VMT through planning activities that will improve and further encourage active transportation, transit ridership, and ridesharing. When complete, this project will provide a seamless, 32-mile active transportation network, offering car-free mobility options for users. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

Metro conducted a preliminary analysis to show that the net effect of this project will decrease VMT. The Draft EIR estimated that by 2031, the project would reduce average daily VMT by approximately 0.2% to 2% (translating to 20 to 1,410 vehicles per day in 2031, depending on roadway characteristics) due to trip reduction. This would also help the region meet climate change goals by reducing greenhouse gas emissions and regional energy use.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project supports the strategic plan goals identified in Vision 2028:

- Goal 3: Enhance communities and lives through mobility and access to opportunity;
- Goal 4: Transform LA County through regional collaboration and national leadership; and

ALTERNATIVES CONSIDERED

The Board may choose to defer selection of an LPA and IOS segments given the low benefit cost-ratio. This is not recommended because it would delay project delivery thereby continuing to drive costs higher and moving it further from its Measure M schedule. Deferring selection may also delay development of the LA River Governance Model Study as approved in the May 2026 Metro Board Motion (Attachment B).

The Board could select other alignments evaluated in the 2025 Draft EIR, or the No Project Alternative. However, Modified Option 2 delivers comparable benefits at the lowest cost per unit of benefit. It offers the lowest construction cost while maximizing ridership and equity, and provides a realistic opportunity to close the entire 8-mile gap: with the two IOSs, almost entirely within the remaining Measure M budget; the remaining gap of 2.5 miles closed in the interim, via non-Metro projects (City of Los Angeles on-street connections, which are existing, in construction or planned). The No Project alternative is not recommended as it does not meet the Project needs and objectives.

NEXT STEPS

Upon Board approval of an LPA, staff will coordinate on directions and findings that emerge from the LA River Governance Model Study. As directed by the Board in November 2021, Metro will partner with these agencies but will not assume any financial responsibility for operating and maintain the completed project considering Metro owns about 1% of the ROW along the corridor. Staff will collaborate with the County of Los Angeles, LACFCD, and/or City of Los Angeles, as well as all relevant stakeholders, including the USACE, by providing all requested Project-related information, technical expertise, right-of-way data, and review support for the Study. Staff collaboration also includes identifying the agency/agencies to assume ownership, delivery, and maintenance of the final Project.

Once the Governance Study identifies the agency/agencies for ownership, delivery, and maintenance of the final Project, and their commitments formalized, staff will advance the CEQA environmental clearance process and further design will be coordinated with the agency/agencies identified to assume ownership, delivery, and maintenance of the project, including development of the Final EIR for only IOS-north and IOS-south (total of 5.5 miles of the 8-mile gap), and proceed with a federal Environmental Assessment (EA), under the National Environmental Policy Act (NEPA), which is necessary for the USACE permit process.

As the project progresses, staff will continue coordinating with the Early Intervention Team to identify project risks and track mitigation opportunities. Once design and environmental re-initiate, staff will pursue activities to control costs for the IOS-north and IOS-South, including value engineering, collaborating with responsible jurisdictions exercising cooperative agreements, and pursuing streamlining the permitting process. Concurrently, staff will support the agreed upon governance structure to continue to support the exploration of grant funding opportunities for active transportation

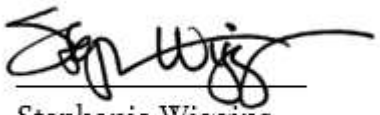
projects at the local, state, and federal levels to help minimize the funding gap.

ATTACHMENTS

Attachment A - June 2021 Metro Board Amendment
Attachment B - May 2026 Metro Board Motion 46
Attachment C - Draft EIR Alternatives - Path Types
Attachment D - Draft EIR Executive Summary
Attachment E - Draft EIR Outreach Summary
Attachment F - LPA & IOS
Attachment G - LA River Path Project Cost-Benefit Analysis

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Board Report

File #: 2021-0556, **File Type:** Motion / Motion Response **Agenda Number:** 35.

REVISED
EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 18, 2021

SUBJECT: RESPONSE TO JUNE 2021 BOARD MOTION 49: LA RIVER BIKE PATH PROJECT DELIVERY

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

A. NEGOTIATE and enter into a funding agreement between Metro and the City of Los Angeles in the amount not to exceed $60 million for design and construction of the LA Riverway in the San Fernando Valley.

B. NEGOTIATE and conditionally enter into a Cooperative Agreement with Los Angeles County Department of Public Works (LACDPW), City of Los Angeles and City of Vernon for Metro to manage and coordinate on final design and construction of the LA River Path through downtown Los Angeles. The conditions to be negotiated include:

1. Accessibility to right of way owned by each entity for construction permits
2. Commitment from each entity on cooperative engagement on securing additional funding when needed;
3. Metro will partner with the City, County, and Federal agencies with ownership and responsibility in the LA River corridor in regards to the overall management structure of the completed project, but will not assume any financial responsibility for operating and maintaining the completed project. ~~Cities and County with ownership in the LA River corridor to partner and assume responsibility for operating and maintaining the completed project~~

C. ENTER into a Funding Agreement with LACDPW in the amount not to exceed $773,870 to support LACDPW to perform and lead the environmental clearance for the Lower LA River Bike Path.

ISSUE

In June 2021, the Board approved Motion 49 (Attachment A), directing staff to report the status of

each of the following three projects (Attachment B) regarding funding plans, sustainability, equity assessments, milestone schedules, and execution of agreements with partner agencies.

A. LA Riverway in the San Fernando Valley: Within the jurisdictions of the City of Los Angeles and led by the City, this project known as Complete LA River Bike Path in the Measure M Expenditure Plan will close a series of gaps in active transportation on a 12-mile stretch along the LA River from Canoga Park to Studio City.

B. LA River Path through downtown Los Angeles: A Metro-led project known as the LA River Waterway & System Bike Path in the Measure M Expenditure Plan will close an eight-mile continuous gap between Elysian Valley and Vernon, through downtown Los Angeles.

C. Lower LA River Bike Path in the Gateway Sub-region: Consisting of one or more elements defined by Motion 22.1 (Attachment C) authored by Supervisor Solis in October 2015.This project is within the jurisdiction of LACDPW.

BACKGROUND

Bicycle and pedestrian paths already exist along much of the LA River, but large gaps in the LA River bicycle corridor make it impossible to travel along the entire length of the river. To close these gaps and provide additional bicycle facilities along the river, at least three distinct bike projects are planned, which are at different stages of development. When complete, these Active Transportation infrastructure along the LA River can act as a spine for Class I bicycle infrastructure throughout the river's 51-mile length across the county, thus providing a low-cost alternative mode of transportation to Angelenos and in turn creating a transportation system that reduces Vehicle Miles Traveled (VMT) and Greenhouse Gas (GHG) emissions. In addition to these benefits, active transportation infrastructure provides low-cost transportation that supports public health while protected and separated infrastructure improves traffic safety for all users and provides a safe space for all ages and the ability to exercise more.

Because the LA River passes through many of the historically underserved and marginalized communities that Metro has defined as Equity Focused Communities (EFC), completing a contiguous bike path along the river's 51 miles is a goal of both the County and the City of Los Angeles. This effort is supported through several planning documents, including the 2020 LA River Master Plan, City of Los Angeles General Plan Mobility Element (Mobility 2035), Metro's 2020 Long Range Transportation Plan, and 2016 Active Transportation Strategic Plan (ATSP).

DISCUSSION

A. LA Riverway in the San Fernando Valley

The LA Riverway project in San Fernando Valley encompasses a 12-mile series of gap closure projects along this portion of the LA River Bike Path. The City of Los Angeles Public Works' Bureau of Engineering (LABOE) is the Lead Agency for these projects which are in various stages of project development. The project between Vanalden Avenue and Balboa Boulevard is the furthest along and nearing completion of the design phase, while the remaining projects are ready to begin the design phase.

The City of Los Angeles currently estimates the total project cost at $154 million. The City has contributed $5.5 million in local funds to date and Metro has programmed the $60 million of Measure M funds in Fiscal Years (FY) 2022-2026. Attachment D shows the proposed distribution of Measure M funds for each fiscal year (FY22 through FY26). Per Measure M, the project is expected to be completed by FY27. The pursuit of additional funding will be led by the City of Los Angeles with support by Metro.

The design of these segments will be consistent with the LA River Master Plan and will employ sustainability strategies such as native landscaping elements to treat stormwater runoff, pervious hardscape to facilitate water conservation, and a bike-with-greenway approach to help lessen the urban heat island effect and serve as a greenhouse gas "sink." The project will help to mitigate the elevated temperatures found in the San Fernando Valley by using vegetation and green infrastructure to increase permeability and greenhouse gas absorption and provide shade to cool temperatures. Furthermore, this project will support more sustainable travel mode choices than single-occupancy car driving by improving the viability and safety of active transportation and increasing connectivity to other public transit systems.

B. LA River Path through downtown Los Angeles

In September 2019, the Metro Board approved the Conceptual Design Report and authorized the project to enter into environmental clearance. In October 2019, the Notice of Preparation was published, and subsequently, four scoping meetings were held in November 2019. Staff is now preparing various environmental technical studies to support the evaluation of three alternatives as part of the Draft Environmental Impact Report (EIR) and advancing the design development to 15%.

On the administrative side, Metro has entered into Memorandum of Agreements (MOAs) with the United States Army Corps of Engineers (USACE) for issuance of Section 408 and Section 404 permits. Since the USACE currently operates and maintains the river as a flood control channel, both Section 408 and 404 permits are needed to deliver the project. In addition, staff is preparing draft Cooperative Agreements that will be vetted by County Counsel and partner agencies, including the City of Los Angeles, LACDPW to define roles and responsibilities of each partnering agency to facilitate efficient project delivery.

Metro anticipates releasing its Draft EIR in late 2022. Final EIR and selection of a Locally Preferred Alternative (LPA) are anticipated in late 2023. After the selection of the LPA, the project team will advance the LPA to at least 60% design for a NEPA Environmental Assessment (EA) to support the permitting process from USACE. Metro anticipates project completion in 2028 (following final design and construction).

One of the biggest limitations for Metro to construct this project is Metro's insignificant share of right-of-way (ROW) along the 8-mile corridor. While the City of Los Angeles (including Los Angeles Department of Water and Power (LADWP)) and the County of Los Angeles (including LA Flood Control) in total own approximately 80% of the ROW along the corridor, Metro ownership is less than 1%. Of the remaining 20%, most is held as private ownership. Hence, the permitting agencies other than USACE which has flood control jurisdiction over the river,

will be the City of Los Angeles and the County of Los Angeles. As a result, Metro would require firm commitments from both entities on their active role in facilitating an efficient process and cooperation during permitting and construction of the project.

Upon completion of construction, Metro will partner with City, County, and Federal agencies with ownership and responsibility in the LA River corridor in regards to the overall management structure of the completed project. ~~transfer the project to the City and County of Los Angeles and the City of Vernon, and the projects's operational governance post-construction must be negotiated between these three entities.~~ However, ~~G~~given that Metro owns less than 1% of the project ROW, Metro will not be responsible for future operation and maintenance of the project, including both funding and labor. ~~a partner, administrative, financially, or otherwise, in the future operation and maintenance of the project.~~ In addition, as the designs and cost estimates progress, Metro ~~will~~ may evaluate other cost reduction strategies such as shorter segmentation.

The project is currently funded through Measure M ($365 million in 2015$). Based on in-progress 15% engineering and cost estimate efforts, the cost range for constructing this project, depending on the alternative, varies between $392 million and $486 million (2021$). This early estimate points to a substantial funding shortfall of at least $142 million (2021$). Cost estimates will be further refined as design progresses. As the project moves forward through the environmental and early design process, Metro anticipates seeking partnership with the City and County of Los Angeles, as well as with City of Vernon and other potential funding partners to pursue additional funding, as needed.

Metro's 10-year Strategic Plan - Moving Beyond Sustainability (MBS) created the Sustainability Engagement Team to facilitate project specific sustainability assessments for major capital projects to help realize Metro's MBS goals. The LA River Path project will work with the Sustainability Engagement Team to identify opportunities to integrate sustainability elements into the project where feasible and cost effective.

C. Lower LA River Bike Path in the Gateway Sub-region

In October 2015, Motion 22.1 directed Metro staff to study three new Class I bike paths noted as items G, H, and I. In April 2017, Motion 5.1 (Attachment F) directed staff to advance Item J from Motion 22.1 into environmental review based on preliminary designs. From these motions, four items are listed below:

Motion 22.1 Item G: Construction of a new, 8-foot, Class I bike path and access points within the Los Angeles Flood Control District right-of-way on the western levee of the LA River Channel from the Pacific Coast Highway [Long Beach] to Imperial Highway [South Gate] *(approximately 10 miles)* to connect with the existing Los Angeles River Bike Path;

Motion 22.1 Item H: Construction of a new 8-foot, Class I bike path and access points within Southern California Edison (SCE) right-of-way, roughly parallel to Greenleaf Blvd. (*approximately 8 miles)* between the Los Angeles Blue Line and Sportsman Drive;

Motion 22.1 Item I: Construction of a new 8-foot, Class I bike path and access points within

SCE and LADWP right-of-way from Willow/TI Freeway [Long Beach] to connect with the Rio Hondo Bike Trail at Garfield Avenue [South Gate] (*approximately 7 miles)*;

Motion 22.1 Item J: Upgrades to the existing Los Angeles River Bike Path consisting of safety, landscaping, hardscape, lighting, access enhancements, and fix-it stations between Ocean Boulevard [Long Beach] and its northern terminus at Slauson Avenue [Vernon] *(approximately 15.5 miles).*

Metro staff completed the I-710 Bike Path Project Definition Study in 2017 as an initial step in responding to Motion 22.1. Aside from proposed improvements to the existing facility (Item J), the study proposed three new bike path projects identified as Western Levee (Item G), Compton Boulevard (Item H), and Terminal Island Freeway to Rio Hondo (Items I). The Compton Boulevard bike path, due to higher benefits and opportunities, was proposed in place of the SCE right-of-way paralleling Greenleaf Boulevard that was initially identified in Item H. Metro staff met with the City of Compton Public Works staff in July 2018 and were informed of a Complete Streets Plan in place for Compton Boulevard, which included bike path upgrades. As such, the need to pursue a bike path on Compton Boulevard in the City of Compton was obviated, leaving Items G and I as two new bike path options for further consideration. Therefore, Items G, I, and J, remain three options from Motion 22.1 to consider for the Lower LA River Path.

Furthermore, Metro intended to lead and perform the environmental clearance for Items G, I, and J for LACDPW. Coordination and discussion between Metro and LACDPW took place on several occasions during spring/summer of 2018 to determine a workplan involving staff support and oversight from Los Angeles County. Agreement on the amount to reimburse LACDPW for their support during the Metro-led environmental clearance was not reached, and efforts stalled.

As the Lower LA River Path is within the jurisdiction of LACDPW and LACDPW is the agency of record for environmental clearance and will construct, own, and maintain the project, staff recommends LACDPW to perform the environmental clearance for one or more Items (G, I and J) from Motion 22.1. In addition, the County of Los Angeles, through LACDPW, is the Lead Agency for the Programmatic EIR for the 2020 LA River Master Plan. LACDPW could also consider improvements recommended in the 2020 Plan.

The cost to develop the three independent bikeway projects initiated by Motion 22.1 was approved for $1,196,596 as part of a contract modification for the I-710 South Corridor Project (Attachment G). Measure R Administrative Funds were budgeted for this effort under Cost Center 4730 (Highway Programs B). The completion of the I-710 Bike Path Project Definition Study drew down $422,726 from the approved $1,196,596, and $773,870 remains under that contract. Staff recommends the reimbursement of $773,870 to LACDPW. Discussions with LA County are ongoing, and should this initial amount be under their needs, staff will return to the Board to request additional funds. Should this amount be over their needs, remaining funds will stay with Metro.

To advance subsequent design and construction phases, LACDPW's identified project(s) for the Lower LA River Bike Path will be considered in the discussion and collaboration with corridor jurisdictions, stakeholders and the Gateway Cities Council of Governments on the I-710 Early Action Program and future Measure M funding allocations.

DETERMINATION OF SAFETY IMPACT

A. LA Riverway in the San Fernando Valley
The implementation of this project will improve safety for active transportation users and the general public by providing a new shared-use path separated from vehicle traffic along High-Injury Network corridors, including Ventura Boulevard and Victory Boulevard. Staff will continue to coordinate with the City of Los Angeles on the development and eventual construction of the project to ensure that it does not adversely impact the continued safety of staff, contractors, and the public.

B. LA River Path through downtown Los Angeles
Currently, the action will have no impact on the safety of Metro's customers and/or employees since the project is in early stages of design and in the environmental phase. Subsequently, when the project advances into the construction phase, staff will continue to oversee construction activity to ensure the safety of staff, contractors and the public and ensure that steps are in place to mitigate any adverse effects during construction.

C. Lower LA River Bike Path in the Gateway Sub-region
The action will have no impact on the safety of Metro customers and/or employees as the project is still in the early planning phase.

FINANCIAL IMPACT

A. LA Riverway in the San Fernando Valley
The LA River Bike Path in the San Fernando Valley subregion is a Measure M funded project funded yearly through the annual budget up to the approved programming amount. This is a multi-year contract/project, and the Project Manager, the Cost Center Manager, and the Chief Program Management Officer are responsible for budgeting in future fiscal years.

B. LA River Path through downtown Los Angeles
The FY 2022 proposed budget includes $7 million in Cost Center 4310 (Mobility Corridor 1), Project 474303 (LARVR WaterWay Sys Bike Path). Since this is a multi-year effort, the Cost Center Manager and Chief Planning Officer (CPO) will be responsible for budgeting funds in future years. The recommended action, however, will have no impact on the overall project cost. The project is identified as one of Mayor Garcetti's "Twenty-Eight by '28 Initiative" and is considered a regionally-significant infrastructure project funded through Measure M ($365M in 2018$).

C. Lower LA River Bike Path in the Gateway Sub-region
Funding for completing the environmental clearance work by LACDPW will be programmed

under the appropriate Cost Center as a subsidy using the Measure R Administrative funds consistent with the #2015-1656 action. Project 462316 subsequently budgeted funds for the I710 Bike Path Study. However, a new project number will be established for the Lower LA River Bike Path. Further coordination with LACDPW is needed to identify which one or more elements from Motion 22.1 (Items G, I, J) would be pursued and what associated costs would be funded. In addition, LA County could consider improvements recommended in the 2020 LA River Master Plan.

Impact to Budget

A. LA Riverway in the San Fernando Valley
There are no impacts to the FY22 budget. Staff will fund the project on an annual basis up to the approved programming amount.

B. LA River Path through Downtown Los Angeles
The Board's decision will have no impact on the FY22 budget.

C. Lower LA River Bike Path in the Gateway Sub-region
There are no impacts to the FY22 budget. Staff will need to identify budget and future programming years.

EQUITY PLATFORM

A. LA Riverway in the San Fernando Valley
The project will benefit disadvantaged communities by providing increased mobility/connectivity, safety, access to opportunities, improved sustainability, and public health. The project will add new separated biking and walking facilities that will provide a safer alternative route to nearby High Injury Network streets including Ventura Boulevard and Victory Boulevard where active transportation users experience disproportionate traffic injuries. The new path will connect Equity Focus Communities in Reseda, Canoga Park, and Burbank to many jobs and services in areas such as Ventura Boulevard and Universal City. The project will also improve access to recreational facilities along the river via sustainable modes for improved public health in communities including Lake Balboa and Reseda, which already have higher transit and bike mode share, but experience disparities in environmental quality with CalEnviroScreen scores above the 80th percentile. The project may potentially cause a burden through temporary construction impacts and potential gentrification and displacement pressures. However, these will be mitigated by construction management plans and continued community engagement throughout the project development process.

The City of Los Angeles conducted community engagement for this project through the City's LA River Revitalization Master Plan, the Bicycle Plan, and Feasibility Study Report; and included numerous public workshops, multilingual and accessible communications. These engagement efforts informed the plans. Metro will continue to support the City in ongoing efforts to ensure vulnerable communities are engaged as the project implementation advances.

B. LA River Path through downtown Los Angeles
This project will provide benefits including enhanced mobility and regional access to jobs, education, and other recreational opportunities for underserved populations within the Project area. A recent study for Parks Needs Assessment showed that Boyle Heights has the highest need for parks and open spaces in the areas directly adjacent to the river, followed by downtown Los Angeles.

For context, approximately 29% of the population within 3-miles of the project lives in poverty, with 92% of the population being people of color (BIPOC) with limited English proficiency. Moreover, 79% of the population is Latino and more than 22% of the population relies on multi-modal transportation options for getting to work, including walking, bicycling, and taking public transit.

The benefits, however, without proper protections, may increase the risk of displacement for existing residents and small businesses during construction and due to potential gentrification. To mitigate these impacts and ensure Metro can advance transit equity, the Project engaged the community early on during Conceptual Design phase and will continue to involve the community and other stakeholder groups in the decision-making process during environmental and final design phase. The Project team will further partner with Community Based Organizations (CBO) to support this work, and advance equity - the exact nature of engagement is yet to be defined. Finally, during construction, the team will work with Metro's Homeless Task Force and existing Metro programs and policies that address temporary interruptions to affected small businesses due to Metro project construction.

C. Lower LA River Bike Path in the Gateway Sub-region
The Lower LA River Path aims to increase safe active transportation facilities, enhance connections to transit, increase transportation choices for people with limited mobility options, encourage fewer car trips, promote active, healthy living, and connect to major activity centers and destinations. Analyzing Metro EFC data found that of the 24-mile cumulative project distance, nearly 14 miles intersect or touch EFC areas.

High-Injury network locations exist within one-mile of the study area for bicycle-auto collisions, particularly in Long Beach's Downtown, Eastside communities and the City of South Gate. Pedestrian collisions in the 2-mile study area notably occurred in Downtown, East and North Long Beach, and in the Cities of Huntington Park and South Gate. The study area's approximate 122 square miles are also major employment destinations for industrial facilities and shipping warehouses, generating close to 500,000 jobs. Additionally, 11 Metro A Line stations are within 1-2 miles of the Lower LA River from Compton to Long Beach. This information can help LACDPW further evaluate potential benefits through an equity lens and consider what projects will be environmentally cleared.

Metro staff will work with LACDPW to address equity concerns and potential burdens or negative impacts through the environmental work and specific project location(s) led and identified by LACDPW. Staff will coordinate and recommend incorporating equity focused terms and conditions in the funding agreement and provide support through administrative oversight and project monitoring.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The three bike paths along the LA River discussed in this board report contribute to implementing multiple goals of Metro's Vision 2028 Strategic Plan. In particular:

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling;
- Goal 3: Transform LA County through regional collaboration and national leadership; and
- Goal 4: Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

A. LA Riverway in the San Fernando Valley
The Board may choose not to approve the recommended action. This option is not recommended as it may hinder Metro's ability to deliver the Measure M Expenditure Plan on schedule. The recommended action will enable Metro to expend Measure M funds during the programmed year of FY22-23 for segments of the San Fernando Valley portion that have the most project-readiness.

B. LA River Path through downtown Los Angeles
The Board may choose not to approve the recommendations, however, doing so may delay the delivery of this Measure M project by 2028. In addition, it will also be an impedance in fulfilling the City and County of Los Angeles' common goal of providing low cost and low impact alternative transportation options to marginalized communities.

C. Lower LA River Bike Path in the Gateway Sub-region
The Board may choose not to approve the recommended action. This option is not recommended as it further hinders the ability to meet common goals, projects and programs identified by various plans including the LA River Master Plan led the County of LA and Metro's Long-Range Transportation Plan and Active Transportation Strategic Plan.

NEXT STEPS

A. LA Riverway in the San Fernando Valley:
Staff will finalize and execute the Funding Agreement between Metro and the City of Los Angeles to establish the scope, expenditure plan, and schedule. Staff will continue to administer the executed Funding Agreement to ensure project delivery.

B. LA River Path through downtown Los Angeles:
Staff will finalize Cooperative Agreements delineating roles and responsibilities of LACDWP, cities of Los Angeles and Vernon and execute the same to facilitate collaboration through all phases of this project, especially during permitting and construction.

C. Lower LA River Bike Path in the Gateway Sub-region:
Staff will coordinate with LACDPW to identify updated costs for completing environmental clearance and budget needed for programming.

ATTACHMENTS

Attachment A - Legistar File #: 2021-0436
Attachment B - LA River Bike Path Projects
Attachment C - Legistar File #: 2015-1595
Attachment D - Proposed Measure M Expenditure
Attachment E - Legistar File #: 2019-0443
Attachment F - Legistar File #: 2017-0270
Attachment G - Legistar File #: 2015-1656

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Board Report

File #: 2026-0416, **File Type:** Motion / Motion Response **Agenda Number:** 46.

REVISED
REGULAR BOARD MEETING
MAY 28, 2026

Motion by:

DIRECTORS BASS, SOLIS, HORVATH, HAHN, AND PADILLA

Governance, Delivery, and Operation Options for the LA River Path Project Motion

The LA River Path project is a critical regional investment that will close the longest remaining gap in the 51-mile LA River Path, creating a continuous active mobility corridor that connects communities, enhances access to transit, and advances regional climate, health, and equity goals. Metro is the current lead agency for the Downtown LA River Path project and owns ~~significant~~ small, insignificant portions of right-of-way within the project limits. ~~This Metro-owned~~ Right-of-way is essential to advancing design, permitting, and construction, and underscores the need for a coordinated governance and delivery structure to efficiently steward the project through completion and into long-term operations.

Given the project's complexity-multiple jurisdictions, varied right-of-way ownership, environmental permitting, and long-term operations and maintenance needs-identifying the most effective governance, delivery, and stewardship model is necessary to ensure timely and cost-effective implementation. A governance structure that is clear, empowered, and aligned across Metro, the County of Los Angeles, the Los Angeles County Flood Control District (LACFCD), the City of Los Angeles, and other regional partners may accelerate project delivery, improve operational outcomes, and support sustainable long-term maintenance of both the Downtown LA River Path and the full 51-mile LA RiverWay system.

Metro is the current lead agency for the project; however, a different "Project Client" may offer faster design, construction, and cohesive operational benefits to the communities along the LA River path and to the users of the LA River path. Alternative models include: a new or existing Joint Powers Authority, an existing governmental agency, or a new purpose-built governmental authority. Confirming a Project Client, ~~whether Metro or an alternative~~, and a responsible party for long-term operations and maintenance, is a key step to facilitating project development. It may also ease the process of securing the right-of-way, which is vital for effective and cost-efficient project delivery.

Metro has the funding but not staff capacity to engage a consultant to research and report on governance models, project delivery and contracting options, operations and maintenance models, and processes under the laws of the State of California to establish authorities and identify funding

flows. Because multiple Cities, Los Angeles County, the LACFCD, Metro, and other State and local agencies and Conservancies are stakeholders in the project's long-term success, ~~inform this effort.~~, a formal study is needed to inform the appropriate Governance Structure.

While Metro currently has limited staff resources to undertake a comprehensive governance and delivery study, the LAFCFD, with its long standing expertise on the LA River and its established working relationships with the U.S. Army Corps of Engineers, is better suited to lead this effort, in partnership with the City of Los Angeles, the County of Los Angeles, and LA Metro. The LACFCD's technical, regulatory, and interagency experience positions it to effectively coordinate the study and evaluate governance models, delivery pathways, and long-term operations and maintenance structures.

Metro will provide all necessary funding, project documents, technical information, and review support, and will continue to play an active and engaged role throughout the study's development. Metro will collaborate fully with the LACFCD, County, and City and will support the recommendations and implementation steps that emerge from this work, ensuring long-term participation and funding commitments consistent with Metro's role as the Regional Transportation Planning Agency.

SUBJECT: GOVERNANCE, DELIVERY, AND OPERATION OPTIONS FOR THE LA RIVER PATH PROJECT MOTION

RECOMMENDATION

APPROVE Motion by Bass, Solis, Horvath, Hahn, and Padilla that the Board directs the Chief Executive Officer or her designee to:

Enter into all necessary agreements and subsequent amendments with the County of Los Angeles, the LACFCD, and/or the City of Los Angeles to carry out the LA River Path Governance Model Study, and to fully reimburse the County of Los Angeles, the LACFCD, and/or the City of Los Angeles for the full cost of the study.

WE FURTHER MOVE that the Board directs the CEO to have the Metro staff collaborate with the County of Los Angeles, the LACFCD, the City of Los Angeles, and all relative stakeholders including the United States Army Corps of Engineers, on the LA River Path Governance Model Study by providing all requested project-related information, technical expertise, right-of-way data, and review support, and by serving as a committed partner throughout the development and implementation of the study's recommendations. The study shall include, but not be limited to, the following elements:

A. Governance: Review best practices from other regions and report with recommendations on suitable models, options, and processes, including:

1. Identifying a Project Client for development, delivery, and operation;

2. Using an existing agency or authority as the Project Client;

3. Creating a new Joint Powers Authority (JPA), including recommendations for optimal

membership and roles;

4. Establishing a new authority or agency through existing or new State legislation, including the creation of a Climate Resilience District, to serve as the Project Client, operator or both; and

5. Retaining Metro's current role as the Project's developer, builder, and partner in operation;

B. Project Delivery: Study alternative delivery models to benefit the project, such as Design-Build -Finance-Operate-Maintain (DBFOM) and other innovative procurement approaches.

C. Operations and Maintenance: Research and report on operations and maintenance models, including:

1. An initial model for meeting operations and maintenance needs of the Downtown LA River Path project, including security, public safety, graffiti abatement, routine maintenance, and long -term structural inspection and repair; and

2. A model for a unified operations and maintenance program for the entire 51-mile LA River Path (the "LARiverWay"), and how it may relate to delivery of the Downtown LA River Path project;

D. Sustainable Funding: Develop recommendations for existing and potential new funding sources for the sustainable long-term stewardship of the Downtown LA River Path project and/or the entire 51-mile LARiverWay, including:

1. Realigning funding formulas for existing active transportation funding sources, such as TDA Article 3;

2. Opportunities to address active transportation operations and maintenance funding in the Measure M decennial review process;

3. New local or regional levies based on funding models for similar active transportation infrastructure in other jurisdictions; and

4. Potential operational revenue, such as filming, special events, sponsorship, and advertising;

E. Stakeholder Engagement: Engage with various agencies and project stakeholders to inform the research described above and the collaborative roles for delivery and operation.

Attachment C

Figure C-1: Proposed Project

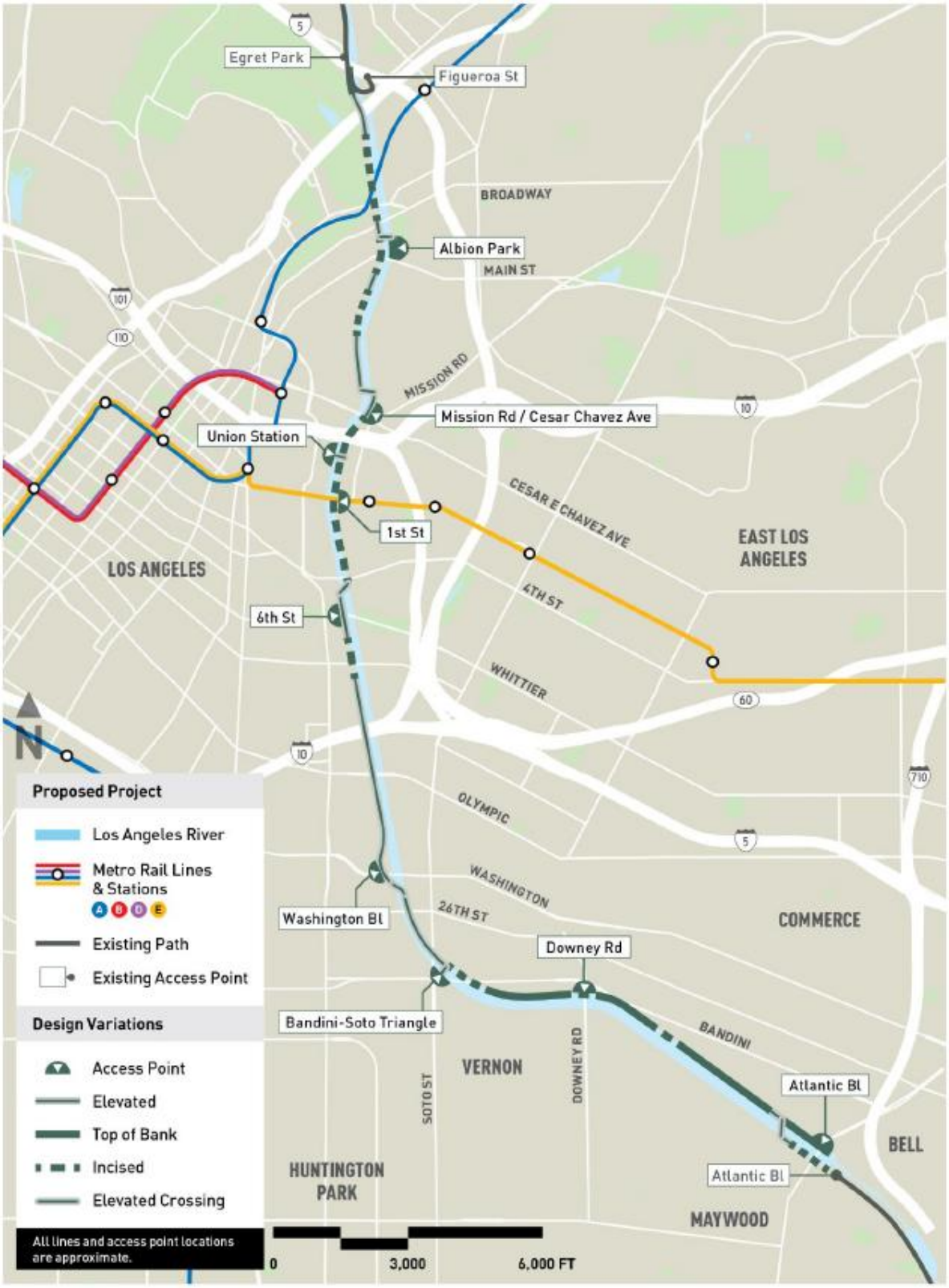


Figure C-2: Option 1



Figure C-3: Option 2



Figure C-4: Mostly East-Bank



Figure C-5: Mostly West-Bank



Figure C-6: Shortened North



Figure C-7: Shortened South



Figure C-8: LA River Path Project Path Types

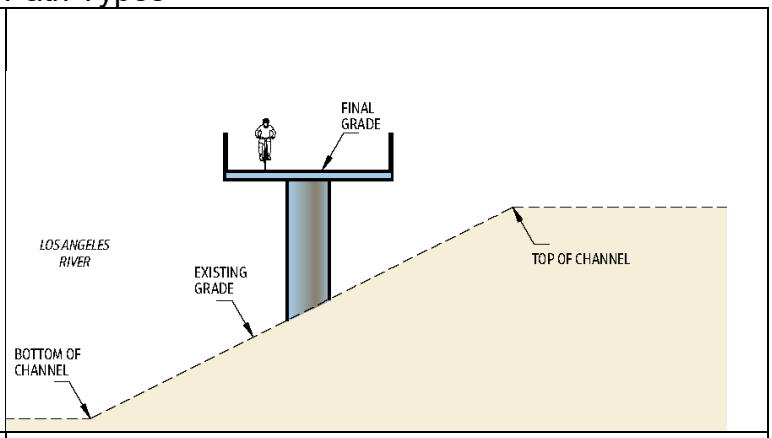
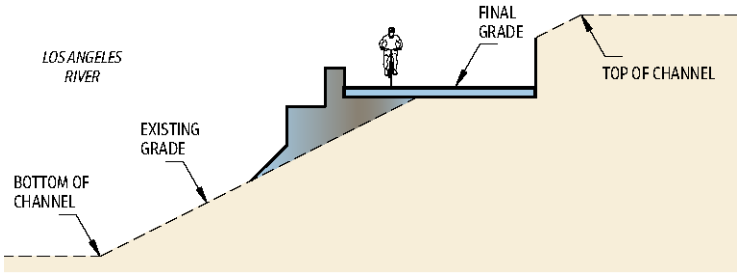
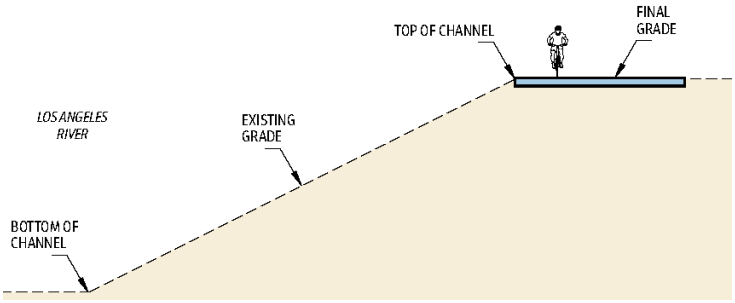
ELEVATED PATH TYPE Proposed in locations with no top-of-bank right-of-way (ROW) availability and/or to maneuver over existing bridges or rail tracks	
INCISED PATH TYPE Proposed in locations with no top-of-bank ROW availability and/or to maneuver under existing bridges	
TOP-OF-BANK PATH TYPE Proposed where ROW is available on the bank of the river, mostly in the southern portion of the project	

Table C-1: Summary of Project Alternatives

	Proposed Project	Option 1	Option 2	Mostly-East Bank	Mostly-West Bank	Shortened North*	Shortened South*
Capital Cost (in millions, 2025$)	$1,082	$1,266	$1,102	$1,220	$1,170	$595	$688
Path Length (in miles) **	9.6	10.1	9.1	9.9	9.9	3.2	5.0
New Access Points (on East or West Bank)	9 (5 East, 4 West)	11 (5 East, 6 West)	9 (5 East, 4 West)	9 (6 East, 3 West)	10 (4 East, 6 West)	5 (3 East, 2 West)	6 (3 East, 3 West)
New River Crossings	7	6	7	5	6	4	4
Path Type Distribution							
Elevated	46%	56%	47%	47%	35%	16%	29%
Incised	26%	35%	34%	28%	48%	28%	20%
Top of Bank	28%	9%	19%	24%	17%	2%	24%

**For Shortened Northern Path and Shortened Southern Path, the percentage of Path Type is expressed as a percentage of the entire length of the project to provide consistency between Alternatives.*

*** Path length includes core path and connectors*

Los Angeles County
Metropolitan Transportation Authority

Attachment C

Draft Environmental Impact Report
Executive Summary

LA RIVER PATH



December 2025

Metro

EXECUTIVE SUMMARY

ES-1 Introduction

In accordance with the California Environmental Quality Act (CEQA) (*Public Resources Code* Section 21000, et seq.) and the CEQA Guidelines (14 *California Code of Regulations* [CCR] Section 15000, et seq.), this Executive Summary provides a synopsis of the Los Angeles County Metropolitan Transportation Authority's (Metro's) LA River Path Project (Project) and its potential effect on the environment. This Executive Summary is an overview of the main Environmental Impact Report (EIR), and includes the following information:

- EIR purpose and process
- Project history and objectives
- Public review process
- Alternatives considered
- Environmental analysis summary
- Areas of controversy and issues to be resolved

A detailed discussion and a full analysis of these topics is in this Draft EIR and its appendices.

ES-2 Project Description

ES-2.1 Overview and History

The Project would create a pedestrian and bicycling path regionally located in the center of Los Angeles County, California, and would close the longest remaining 8-mile gap between the existing Los Angeles River Greenway Trail and the existing LA River Trail along the LA River, allowing for a continuous 32-mile path extending from Griffith Park through Downtown Los Angeles to the City of Vernon and connecting to Long Beach along the LA River. Land uses within the Project study area and surrounding area are predominantly industrial or contain infrastructure such as utility and flood-control facilities, with some residential, commercial, religious, and open space land uses near the Project. The Project would improve health, economic, environmental, transportation, and equity conditions throughout and beyond the Project study area.

In June 2014, the Metro Board of Directors authorized the *Los Angeles River Bike Path Gap Closure Feasibility Study* (Feasibility Study) (Metro 2016) to evaluate possibilities for closing the 8-mile gap along the LA River between Elysian Valley and the City of Vernon. The Feasibility Study included a preliminary assessment of the engineering feasibility, neighborhood connectivity, safety, environmental and permitting requirements, hydraulic impacts, real estate, maintenance and operations, and preliminary cost estimates of a gap closure project. The Feasibility Study found that a gap closure project was feasible and would help serve the active transportation needs of communities neighboring the Project study area and the region. In October 2019, the *LA River Path Conceptual*

Design Report (Conceptual Design Report) (Metro 2019) incorporated significant public outreach findings and resulted in the identification of Project objectives and path alternatives. Metro sought to capture community feedback on topics such as Project goals and objectives, path types, and preferred access points to guide the evaluation of different path alignments, and ultimately identified three top-performing path alternatives. Overall, more than 4,600 in-person comments and 3,800 survey responses were received throughout the conceptual design process. In addition, several completed, ongoing, and future projects or plans along the LA River or near the Project may influence it. These projects or plans include:

- City of Los Angeles' *Los Angeles River Revitalization Master Plan* (City of Los Angeles Department of Public Works 2007)
- US Army Corps of Engineers' (USACE's) *Los Angeles River Ecosystem Restoration Final Integrated Feasibility Report and Final Environmental Impact Statement/Environmental Impact Report* (USACE 2015)
- River LA's *Greenway 2020* advocacy campaign (River LA 2013)
- Los Angeles County's *LA River Master Plan* (LARMP) (Los Angeles County Department of Public Works [LACDPW] 2022)
- City of Los Angeles' *Draft Cornfield Arroyo Seco Specific Plan Update* (CASP Update) (City of Los Angeles Department of City Planning 2022)

Five potential alternatives reflecting various preliminary, yet feasible alignments were initially considered (Alignments A, B, C, D, and E). Each alternative had a unique combination of path types, crossings, and access points. Feasible alignment options evaluated include the West Bank Alignment, Bottom-of-channel Alignment, East Bank Alignment, and East Side Alignment. The five potential alternatives were refined once more based on community input regarding access points and path types. Following the final screenings, three path alternatives (Alternatives A, B, and C) responded best to both the evaluation criteria and the community feedback; they were ultimately presented to the community for their feedback in May 2019. Alternatives A, B, and C were identified to provide the greatest community benefits and best meet the Project goals. From these three scoping alternatives, Metro identified the Project and two options to the Project, Option 1 and Option 2, for evaluation in this Draft EIR.

Figure ES-1 shows the Project's regional location and Figure ES-2 shows the Project study area. The Project study area shows the area in which reasonably foreseeable direct or indirect impacts of the Project may occur. Individual resource areas addressed in this Draft EIR may have unique study areas based on the potential for specific direct and indirect impacts associated with those resources; this is described fully in each resource's environmental setting section in Chapter 3, *Environmental Settings, Impacts, and Mitigation*.

Metro has prepared this Draft EIR to inform public agency decision-makers and the general public about potential significant environmental impacts of the Project, as well as possible ways to minimize potential impacts, and reasonable alternatives to the Project.

Figure ES-1. Project Regional Context

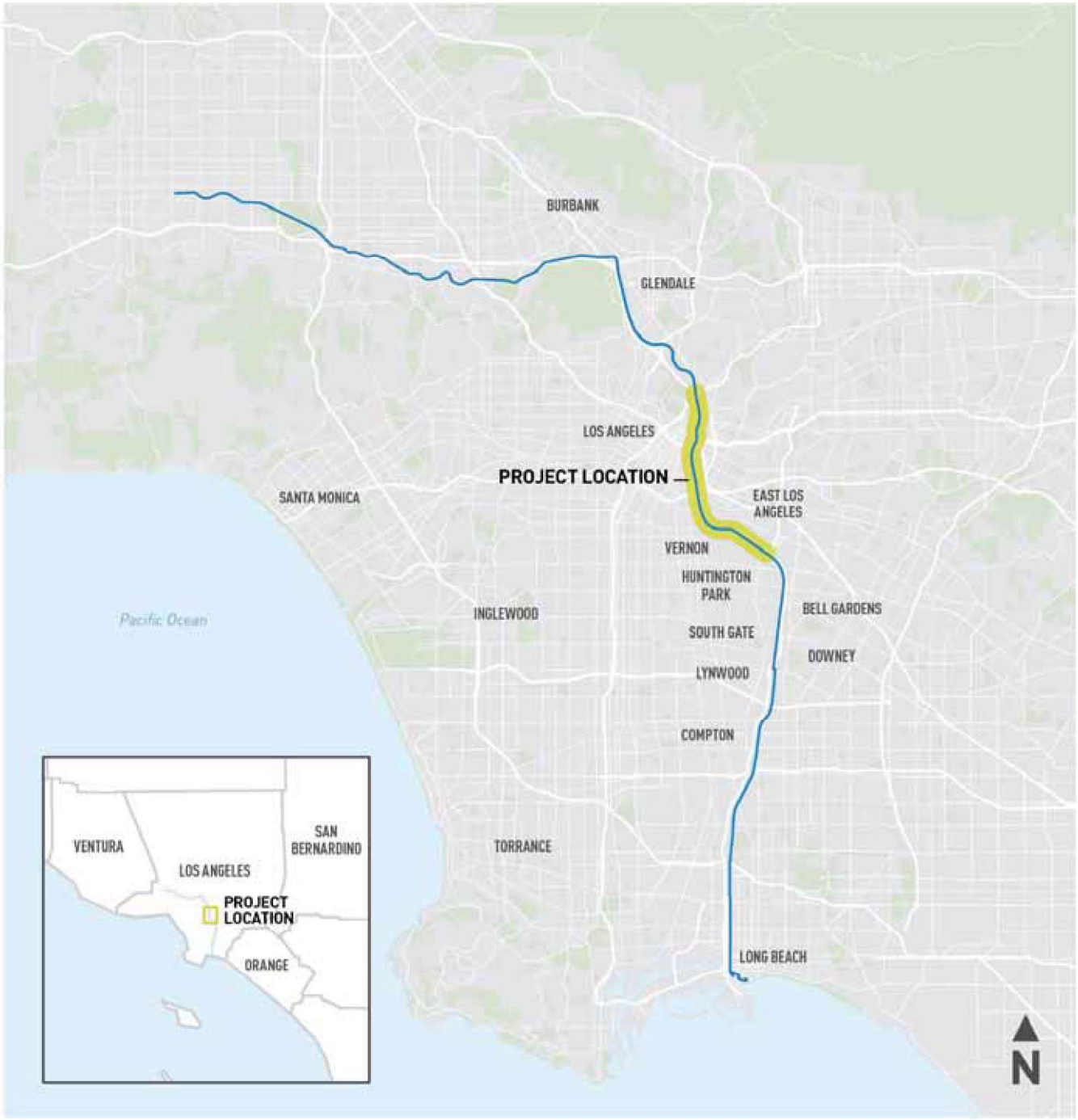


Figure ES-2. Project Study Area



ES-2.2 Environmental Review Process

In 2014, the Los Angeles City Council and Metro's Board of Directors authorized two motions to pursue closing the gap between the two existing paths along the LA River (City of Los Angeles 2014, Metro 2014). In 2016, Metro identified the LA River Path as one of the first projects to receive funding from Measure M. Metro conducted two significant efforts assessing the viability of the Project. The first was the Feasibility Study, which found that a gap closure project was feasible. The second was the Conceptual Design Report, which incorporated significant public outreach findings and resulted in the identification of Project objectives and path alternatives.

Metro filed a Notice of Preparation (NOP) for the Project's Draft EIR on October 23, 2019, and accepted comments on the NOP for a 45-day period from October 23 through December 6, 2019. Metro used a variety of methods to communicate with the public and public agencies to notify them of the NOP and invite public agencies, Native American tribes, and interested individuals and organizations to comment on the scope of this Draft EIR. Throughout the scoping comment period, interested parties were able to provide their input via mail, email, voicemail, and through an online comment form. Metro conducted four public scoping meetings to solicit input on the Draft EIR scope from interested organizations, interested parties, and members of the public.

This Draft EIR is being distributed to interested agencies, organizations, parties, and individuals to ensure they have an opportunity to express their views regarding the potential environmental impacts of the Project. This distribution also ensures that information relevant to permits, authorizations, and discretionary approvals is provided to decision-makers, lead agencies, and CEQA-responsible and trustee agencies. During the public review and comment period, Metro will conduct public hearings to take testimony on the Draft EIR. Public agencies, organizations, and individuals may submit written comments concerning the adequacy of the document during the public comment period, as detailed in Chapter 1, *Introduction*.

After circulation of the Draft EIR and review of public and agency comments, the Metro Board can consider and select a Locally Preferred Alternative (LPA). Public and agency comments received on the Draft EIR will be considered as part of the LPA selection process. If an LPA is selected by the Metro Board, Metro will then prepare a Final EIR including written responses to public and agency comments. The Metro Board may then adopt the findings of the Project's environmental effects after implementation of mitigation measures and statement of overriding considerations, certify the Final EIR, and approve the Project.

ES-2.3 Project Objectives

Project objectives were shaped by input from stakeholders and communities throughout the conceptual design public engagement process from late 2018 through 2019.

The primary objective of the Project is to create a safe and world-class active transportation path along the LA River between Elysian Valley in the City of Los Angeles and the Cities of Vernon and Maywood that would enhance and provide recreational opportunities, livability, regional and local connectivity and provide an outstanding user experience, access to economic opportunity, and separation from vehicular traffic for people of all ages and abilities. This new transportation facility would contribute to improved health, economic, environmental, transportation, and equity issues throughout and beyond the study area.

The Project objectives include:

- Providing, to the extent feasible, a seamless pedestrian and bicycling path between the San Fernando Valley in Los Angeles and the LA River Bicycle Path in Long Beach
- Improving safety for pedestrians and bicyclists from existing conditions
- Increasing access from local neighborhoods to employment centers, regional destinations, resources, and amenities, including healthcare services
- Reducing vehicle miles traveled by allowing people to walk and bicycle on a dedicated, vehicle-separated path through and within Los Angeles County, thereby reducing trip lengths and expanding travel choices
- Improving access to opportunity for historically under-invested communities, especially for low-income households earning less than $60,000 per year and in marginalized communities
- Creating a path that feels safe, comfortable, and is a world-class transportation facility open to people of all ages and abilities
- Creating a path that meets the needs of both recreational and utilitarian users

ES-2.4 Proposed Project and Options Considered in the EIR

Metro has identified an alignment as the Proposed Project; there are two alignment options for the Proposed Project (Option 1 and Option 2) that are considered and included in this Draft EIR, and are summarized here.

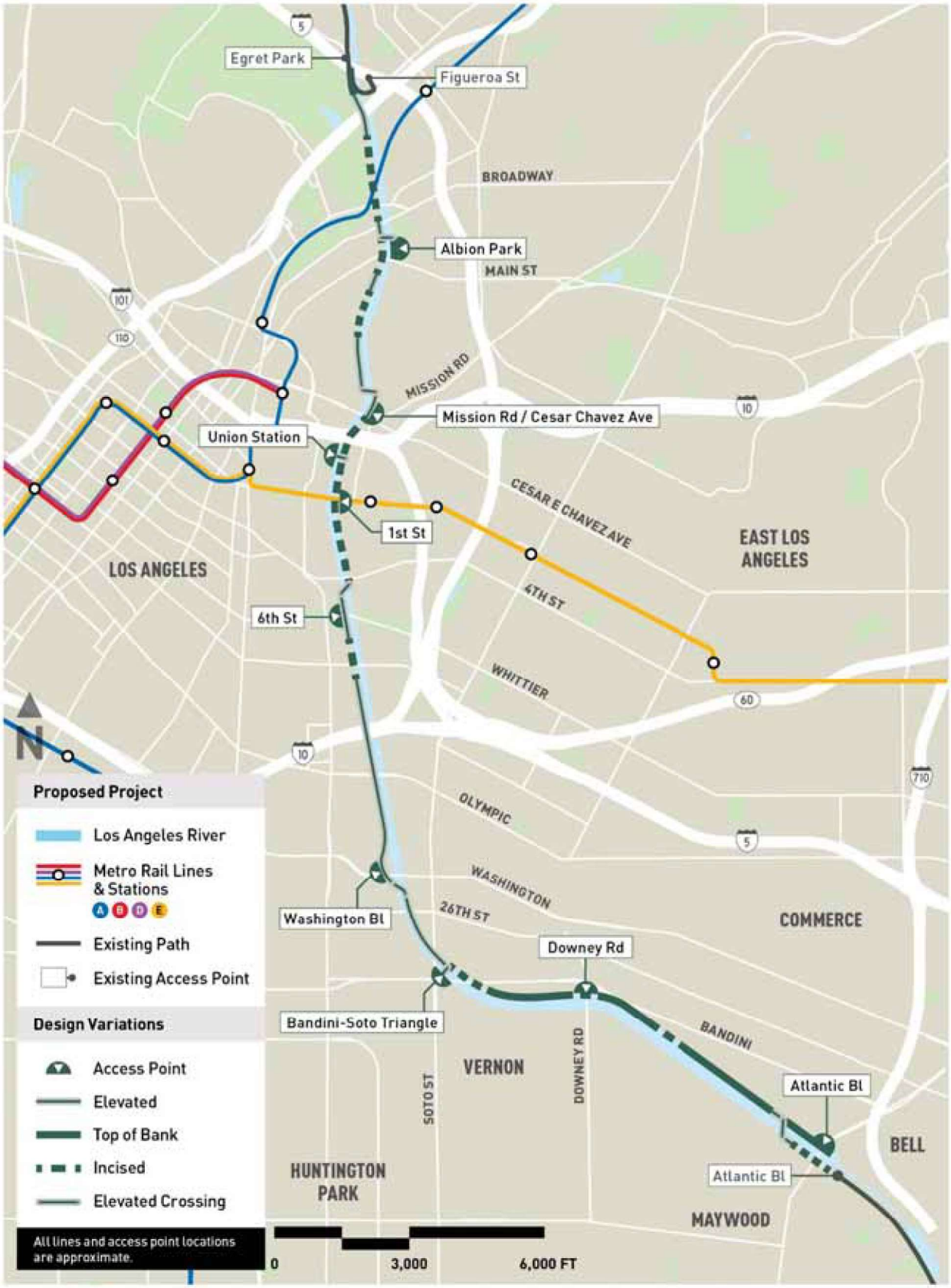
The inclusion of an option or alternative in the Draft EIR does not imply that any stakeholder agencies have approved or authorized the design, including project components that interact with the agencies' projects (e.g., Los Angeles Department of Water and Power's Main Street Center - General Construction Headquarters and USACE's LA River Ecosystem Restoration project). Therefore, their presence in the Draft EIR does not signal approval of either the alternatives or the Proposed Project design.

ES-2.4.1 Proposed Project

Spanning approximately 9.6 miles, the Proposed Project includes seven river crossings and nine access points: four on the west bank and five on the east bank on the river, as shown in Figure ES-3. Additionally, the Proposed Project includes improvements to the existing access point on the west bank of the river at Atlantic Boulevard in the City of Vernon. The Proposed Project would serve four Metro stations: Union Station, Chinatown Station, Pico/Aliso Station, and Washington Station. Detailed discussions of the Proposed Project's components are described in this section.

Starting north on the west bank of the LA River where the LA River Greenway Trail ends, the Proposed Project would run atop the bank and pass beneath the existing Interstate (I-)5 Viaduct and Riverside Drive Viaduct. Then, the Proposed Project would transition to an elevated configuration, crossing over the Metrolink LA River–Downey Bridge and moving under the State Route (SR)-110 Bridge. After passing under SR-110, the Proposed Project would transition to an incised configuration along the west bank, allowing it to go under the Metro A Line LA River Bridge. The path would mainly remain in an incised configuration from the North Spring Street Viaduct to the Mission Junction where it would cross both Metrolink railroad bridges with a new elevated crossing from the west bank, connecting to Albion Park on the east bank, between North Spring

Figure ES-3. Proposed Project Alignment



Street and North Main Street. South of Mission Junction, the Proposed Project would again transition to an elevated configuration to cross the LA River from the west bank to the east bank between the Metrolink Mission Junction Railroad Bridge South and Cesar E Chavez Avenue Viaduct.

Approximately 800 feet north of the Cesar E Chavez Avenue Viaduct, the Proposed Project would cross to the east bank of the river, where it would run in an incised configuration, allowing it to pass under the Cesar E Chavez Avenue Viaduct, El Monte Busway Bridge, and US Highway Route 101 LA River Bridge. The Proposed Project would then transition to an elevated configuration to avoid a transmission tower and provide an opportunity to connect to Union Station across the river on the west bank.

The Proposed Project's connector to the Union Station access point would be implemented only if the separate Link Union Station (LinkUS) project proceeds with its proposed demolition of the Kahn-Beck Co./Friedman Bag Co. Building (located at 801 E Commercial Street/600 Center Street).[1]

South of the Union Station connector and transmission tower along the west bank, the path would transition back to an incised configuration, traveling under the First Street Viaduct and Fourth Street Viaduct. The Proposed Project would then transition to an elevated configuration to cross the LA River from the east bank to the west bank between the Fourth Street Viaduct and the Sixth Street Viaduct.

The Proposed Project would remain elevated to travel under the Sixth Street Viaduct and then transition to an incised configuration to go under the Seventh Street Viaduct. The path would transition to an elevated configuration to go under the I-10 Santa Monica Viaduct and Olympic Boulevard Viaduct. Continuing in an elevated configuration, the path would then go over the Union Pacific (UP) LA River Bridge and the Washington Boulevard Bridge. The path would then immediately travel beneath the Redondo Junction Grade Separation and begin to cross from the west bank of the LA River to the east bank.

After the Proposed Project crosses over the river, the path would continue south in an elevated configuration on the east bank, crossing over the BNSF Railway LA River Bridge, 26th Street Bridge, and Soto Street Bridge. Continuing south, the Proposed Project would remain in an elevated configuration until reaching Bandini Boulevard Bridge. The path between Bandini Boulevard and Atlantic Boulevard would use a combination of incised and top-of-bank path types to go under the Bandini Boulevard Bridge, the Downey Road Bridge, and two BNSF Railway bridges, one at Downey Road and the other at District Boulevard. Just north of Atlantic Boulevard, the Proposed Project would cross over the LA River from the east bank to the west bank.

The alignment would then turn south to go under the Atlantic Boulevard Bridge in an incised configuration on the west bank and tie into the existing LA River Trail in the City of Vernon. Figure ES-3 shows the Proposed Project alignment, path types and access points.

Proposed Project Access Points

The configuration and location of each access point for the Proposed Project are listed in Table ES-1 from north to south.

[1] The demolition occurred in 2025, after this Draft EIR was substantially complete.

Table ES-1. Proposed Project Access Points

Access Point	Bank	Connector Description
Albion Park	East	Single elevated bridge over the LA River to elevated bridge over railroad tracks with ramp connecting to Albion Park
Mission Road/Cesar E Chavez Avenue	East	Single elevated ramp crossing over railroad tracks to connect to the northwest corner of Mission Road and Cesar E Chavez Avenue intersection at the back of sidewalk
Union Station	West	Single elevated bridge over the LA River and railroad tracks and landing at the northeast corner of Center Street and Commercial Street underneath the future Link US viaduct
First Street	East	Single elevated ramp that parallels the path and then travels over the railroad tracks and Myers Street to connect at-grade to the back of sidewalk at the northwest corner of Mission Road and First Street intersection
Sixth Street	West	Single incised ramp connecting down to the south side of the Sixth Street Tunnel with future access to the Sixth Street PARC Project
Washington Boulevard	West	Single hook ramp connecting down to the south side of Washington Boulevard
Bandini-Soto Triangle	West	Single elevated bridge over the LA River connecting at-grade to Bandini Boulevard Bridge at the back of sidewalk adjacent to the commercial plaza known as the "Bandini-Soto Triangle"
Downey Road	East	Single at-grade connection to the back of sidewalk on the northwest side of Downey Road
Atlantic Boulevard	East	Single at-grade connection to the northwest side of Atlantic Boulevard at the back of sidewalk
Atlantic Boulevard (Existing)	West	Improvements to an existing access point in the City of Vernon

Proposed Project Design Variations

In addition to the Proposed Project, multiple design variations have been identified to offer site-specific engineering variations to navigate the constraints of the Proposed Project. Design variations include path connections to rail service at Union Station. Table ES-2 is a summary of design variations for the Proposed Project.

Table ES-2. Proposed Project Design Variations

Design Variation	Bank	Configuration
Riverside Drive	West	Cantilever along the west bank from the existing path to under the Riverside Drive Bridge.
Arroyo Seco Parkway (SR-110)	West	Single elevated top-of-bank path starting north under SR-110 to just south of the freeway.
East Cesar E Chavez Avenue	West	Elevated path ramps up before crossing westward over railroad right-of-way (ROW) at grade and continuing south again parallel to the railroad ROW. Path crosses underneath the East Cesar E Chavez Avenue Bridge and continues south to the optional access point at Union Station via Keller Street.
Union Station	West	Connection to Union Station is provided from the optional access point at Union Station via Keller Street through an on-street alignment along Keller Street, then connection with Ramirez Street to Union Station.
US Highway Route 101 LA River Bridge	East	Continues in an incised configuration underneath US Highway Route 101 LA River Bridge.
Kearney Street	East	Optional access point at Kearney Street is added via path traveling north up the east bank and crossing over to North Myers Street before turning left and continuing to optional access point at Kearney Street.
East Fourth Street	West	Elevated river crossing passes underneath the East Fourth Street Bridge before continuing south along the west bank in an elevated configuration.
East Washington Boulevard (In-Channel)	West	Path becomes elevated in-channel and continues south underneath the East Washington Boulevard Bridge, East 26th Street Bridge, and South Soto Street Bridge before crossing to the east bank and continuing south underneath Bandini Boulevard.
East Washington Boulevard (Triangular Helix)	West	Elevated path crosses westward under the Redondo Junction Grade Separation, ascends in a triangular helix configuration, and continues south, crossing over East Washington Boulevard and LA River from the west bank to the east bank.
South of Downey Road	East	Path continues south in an incised configuration.
South Atlantic Boulevard	North	Path continues splits north of the Atlantic Boulevard East access point, continuing south before becoming elevated to cross to the southern bank to end at the Atlantic Boulevard Existing Path access point.

ES-2.4.2 Option 1

As discussed in Section ES-2.1, Metro identified two options for the Proposed Project. Option 1 would retain most components of the Proposed Project, with some modifications. These modifications would result in a slightly longer route for Option 1, which would span approximately 10.1 miles. Option 1 would have the same path types as the Proposed Project though with some changes in locations and compositions, with 56% elevated, 9% top-of-bank, and 35% incised path types. Option 1 would cross the river six times and would have 11 access points: six on the west bank and five on the east bank, including improvements to the existing Atlantic Boulevard access point in the City of Vernon. Option 1 would provide connections to the same three Metro stations, Union Station, Chinatown Station, and Washington Boulevard Station, with the addition of two Metro stations, Lincoln/Cypress Station and Little Tokyo/Arts District Station. This section details the modifications to Project elements associated with Option 1.

Starting north on the west bank where the LA River Greenway Trail ends, Option 1 would run atop the riverbank to traverse under the I-5 Viaduct and Riverside Drive Viaduct. Option 1 would then traverse

over the Metrolink LA River–Downey Bridge and under the SR-110 Bridge in an elevated configuration. After passing under SR-110, Option 1 would transition to an elevated configuration along the west bank then cross over the river to the east bank just north of the Metro A Line LA River Bridge. Compared to the Proposed Project, Option 1would have a path alignment and design variations that include river crossings, path along the east bank, and access points to Ed P. Reyes Greenway on the east bank and Los Angeles State Historic Park on the west bank.

After crossing the river to land on the east bank, Option 1 would mainly be elevated as it passes the Metro A Line and continues south. North of Broadway, the alignment would include an access point at the Ed P. Reyes Greenway and a river crossing to the west bank leading to the Los Angeles State Historic Park access point. Option 1 continues south along the east bank to cross under the North Broadway Viaduct and North Spring Street Viaduct. Continuing in an elevated configuration, Option 1 would cross over the North Main Street Bridge and both Metrolink railroad bridges at Mission Junction. Option 1 would remain in an elevated configuration to diagonally cross under the Cesar E Chavez Avenue Viaduct and cross over the river from the east bank to the west bank.

After landing on the west bank, Option 1 would continue south in a mostly elevated configuration to traverse under the US Highway Route 101 LA River Bridge and First Street Viaduct. Compared to the Proposed Project, Option 1 includes an elevated in-channel alignment along the west bank north of First Street, and two access points that connect to the First Street Bridge. South of the First Street Viaduct, Option 1 would descend into an incised configuration to travel under the Fourth Street Viaduct, then transition into elevated to travel under the Sixth Street Viaduct. The path would then transition to incised to go under the Seventh Street Bridge, I-10 Santa Monica Viaduct, and Olympic Boulevard Viaduct. Moving from incised to elevated as the path approaches Redondo Junction Grade Separation, Option 1 would cross over the UP LA River Bridge and Washington Boulevard Bridge. The elevated configuration would then travel beneath the Redondo Junction Grade Separation and begin to cross the LA River to the east bank.

Once Option 1 crosses over the river to the east bank, the path would continue in an elevated configuration to cross over the existing BNSF Railway LA River Bridge, 26th Street Bridge, and Soto Street Bridge. Just southeast of the Soto Street Bridge, an elevated river crossing would connect to the Bandini-Soto Triangle access point on the west bank. South of the river crossing, Option 1would continue south on the east bank, transitioning to an incised configuration to cross under Bandini Boulevard. South of Bandini Boulevard Bridge, Option 1 would transition to a top-of-bank configuration as the path travels south. Option 1 would then change to an incised configuration between Downey Road and Atlantic Boulevard, allowing it to pass under the Downey Road Bridge and the two BNSF Railway bridges at the Downey Road Bridge and at District Boulevard. By comparison, the Proposed Project in this area would run predominantly atop the bank, descending into an incised alignment to cross under the BNSF Railway Bridge at District Boulevard. Just north of Atlantic Boulevard, Option 1 would cross over the LA River from the east bank to the west bank and then tie into the existing LA River Trail in the City of Vernon. Figure ES-4 shows the Option 1 alignment, path types, and access points.

Figure ES-4. Option 1 Alignment



Option 1 Access Points

Table ES-3 lists the configuration and location of each potential access point for Option 1, from north to south. Option 1 would include the same access points as the Proposed Project, with modifications to two of them (Union Station and First Street) and would have two additional access points: Ed P. Reyes River Greenway and LA State Historic Park.

Table ES-3. Option 1 Access Points

Access Point	Bank	Connector Description	Common to Proposed Project
Ed P. Reyes River Greenway	East	Single elevated ramp over railroad tracks that parallels the path to the east and connects to the Ed P. Reyes River Greenway	No
LA State Historic Park	West	Single elevated bridge over the LA River and railroad tracks, and then ramps down under the North Broadway Viaduct and lands on the north side of the Baker Street south of the intersection of Aurora Street at northern driveway access to LA State Historic Park parking lot	No
Albion Park	East	Single elevated ramp over railroad tracks that would loop around the southern edge of Albion Park to land at the back of sidewalk at Albion Street	Yes
Mission Road/Cesar E Chavez Avenue	East	Single elevated ramp that parallels the path and crosses over railroad tracks to connect to the northwest corner of Mission Road and Cesar E Chavez Avenue intersection at the back of sidewalk	Yes
Union Station via Center Street	West	Single elevated ramp that parallels the path before traveling over the railroad tracks south of the US Highway Route 101 LA River Bridge to land near the northeast corner of the Commercial Street and Center Street intersection at the back of sidewalk	Yes, with some differences
First Street North/First Street South	West	Dual elevated ramps that connect to the north and south sides of the First Street Viaduct	Yes, with some differences
Sixth Street	West	Single elevated ramp that parallels the path to the west and connects into the Sixth Street Tunnel from the south side with access to the future Sixth Street PARC Project	Yes
Washington Boulevard	West	Single hook ramp that connects down to the south side of Washington Boulevard at the back of sidewalk	Yes
Bandini-Soto Triangle	West	Single elevated bridge over the LA River that connects at-grade to Bandini Boulevard at the back of sidewalk adjacent to the commercial plaza known as the “Bandini-Soto Triangle”	Yes
Downey Road	East	Single at-grade connection to the back of sidewalk on the west side of Downey Road	Yes
Atlantic Boulevard	East	Single at-grade connection to the northwest side of Atlantic Boulevard at the back of sidewalk	Yes
Atlantic Boulevard (Existing)	West	Improvements to an existing access point in the City of Vernon	Yes

Option 1 Design Variations

Similar to the Proposed Project, design variations have been identified to offer site-specific engineering variations to address the constraints of the Project study area. Design variations at various locations of the alignment and access points for Option 1 are included in the footprint. Option 1 includes all of the Proposed Project's design variations except Kearney Street and includes four additional design variations: Egret Park to Ed P. Reyes Greenway, Naud Street, Albion Street, and East Seventh Street/Jesse Street. Table ES-4 summarizes design variations for Option 1.

Table ES-4. Option 1 Design Variations

Design Variation	Bank	Configuration	Common to Proposed Project
Egret Park to Ed P. Reyes Greenway	East	Single at-grade connection from Egret Park to Riverside Drive bridge onto Avenue 19 southerly to Ed P. Reyes River Greenway. A spur route would branch off Avenue 19, south of the Arroyo Seco confluence, and traverse at-grade southerly along the backside of the Lincoln Heights Jail building. This spur route would continue under the Metro A Line Bridge and connect to Ed P. Reyes River Greenway.	No
Riverside Drive	West	Cantilever along the west bank from the existing path to under the Riverside Drive Bridge.	Yes
Arroyo Seco Parkway (SR-110)	West	Single elevated top-of-path connection from path starting north under SR-110 to just south of the freeway.	Yes
Naud Street	West	Elevated path would cross westward, remaining in an elevated configuration, to the west bank where the path would reach the optional Naud Street access point.	No
Albion Street	East	Elevated path would split from westbound path to cross eastward over Metro ROW, before traveling south to reach the Albion Park access point.	No
East Cesar E Chavez Avenue	West	Elevated path crosses from the east bank to the west bank before continuing westward over railroad ROW at grade and then south parallel to the railroad ROW. Path crosses underneath the East Cesar E Chavez Avenue Bridge and continues south to the optional access point at Union Station via Keller Street.	Yes
Union Station	West	Connection to Union Station is provided from the optional access point at Union Station via Keller Street through an on-street alignment along Keller Street, then connection with Ramirez Street to Union Station.	Yes
US Highway Route 101 LA River Bridge	East	Elevated path would continue south along the east bank underneath the East Cesar E Chavez Bridge before crossing diagonally underneath the US Highway Route 101 LA River Bridge to the west bank.	Yes
East Fourth Street	West	Path continues south underneath East Fourth Street Bridge.	Yes
East Seventh Street/Jesse Street	East	Elevated river crossing to east bank provides access to optional East Seventh Street/Jesse Street access point.	No
East Washington Boulevard (In-Channel)	West	Path becomes elevated in-channel and continues south underneath the East Washington Boulevard Bridge, East 26th Street Bridge, and South Soto Street Bridge before crossing to the east bank and continuing south underneath Bandini Boulevard.	Yes

Table ES-4. Option 1 Design Variations

Design Variation	Bank	Configuration	Common to Proposed Project
East Washington Boulevard (Triangular Helix)	West	Elevated path crosses westward under the Redondo Junction Grade Separation, ascends in a triangular helix configuration, and continues south, crossing over East Washington Boulevard and LA River from the west bank to the east bank.	Yes
South of Downey Road	East	Path continues south at top-of-bank.	No
South Atlantic Boulevard	North	Path continues splits north of the Atlantic Boulevard East access point, continuing south before becoming elevated to cross to the southern bank to end at the Atlantic Boulevard Existing Path access point.	Yes

ES-2.4.3 Option 2

As discussed in Section ES-2.1, Metro identified two options for the Proposed Project. Option 2 would retain most components of the Proposed Project, with some changes. These modifications would result in a slightly shorter alignment for Option 2, which would span approximately 9.1 miles. Option 2 would have the same path types as the Proposed Project though with some changes in locations and compositions, with 47% elevated, 19% top-of-bank, and 34% incised path types. Option 2 would cross the river seven times and would have nine access points: four on the west bank and five on the east bank of the river, including improvements to the existing Atlantic Boulevard access point in the City of Vernon. Option 2 would provide connections to four Metro stations: Union Station, Chinatown Station, Pico/Aliso Station, and Washington Station, with the addition of the Lincoln/Cypress Station. This section details the modifications to Project elements associated with Option 2.

Starting north on the west bank where the LA River Greenway Trail ends, Option 2 would be in a top-of-bank configuration to travel under the I-5 Viaduct and Riverside Drive Viaduct. Option 2 would then traverse over the Metrolink LA River–Downey Bridge and under the SR-110 Bridge in an elevated configuration to then cross over the river from the west bank to the east bank. Compared to the Proposed Project, Option 2 would include river crossings, a path along the east bank and an access point at Ed P. Reyes Greenway.

After crossing the river to land on the east side of the railroad tracks in an elevated configuration, Option 2 would transition to grade to go under the Metro A Line LA River Bridge and would no longer be adjacent to the channel, but instead on the outside edge of the railroad tracks. Option 2 would be at-grade adjacent to the outside edge of the railroad track between the Ed P. Reyes River Greenway and Spring Street. Compared to the Proposed Project, Option 2 includes a top-of-bank alignment along the east bank from SR-110 to just south of Spring Street. As Option 2 passes under the North Spring Street Viaduct and approaches Albion Park, the path would begin to incline to an elevated configuration to cross the LA River from the east bank to the west bank.

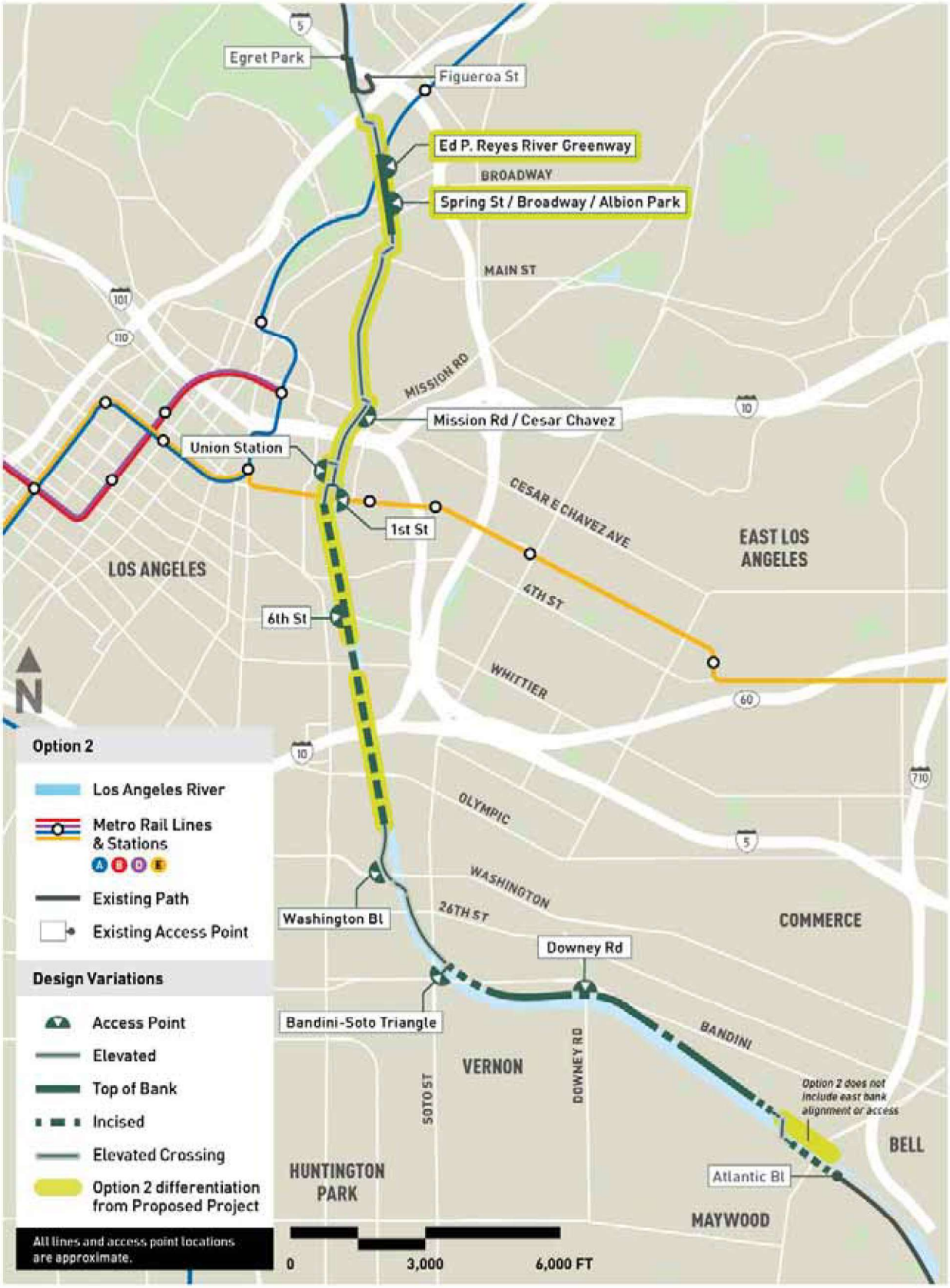
Once on the west bank, Option 2 would remain elevated to cross over the North Main Street Bridge and both Metrolink railroad bridges at Mission Junction, in contrast to the Proposed Project's incised alignment. Option 2 would then move to the middle of the channel, remaining elevated, to cross under the Cesar E Chavez Avenue Viaduct and US Highway Route 101 LA River Bridge. After passing under the First Street Viaduct, Option 2 would descend to an incised configuration. Three connectors would branch from the elevated pathway in the channel's center, leading to three different access

points. To the north of Cesar E Chavez Avenue Viaduct, one connector would extend to the Mission Road/Cesar E Chavez access point on the east bank. To the south of US Highway Route 101 LA River Bridge, another connector would lead to the Union Station access point on the west bank and another connector would lead to the First Street access point on the east bank. Option 2 would travel in a mostly incised configuration between the First Street Viaduct and Olympic Boulevard Viaduct compared to the Proposed Project. Like the Proposed Project, as it approaches Redondo Junction Grade Separation, Option 2 would transition from an incised to an elevated configuration, crossing over the UP LA River and Washington Boulevard bridges. The path would then continue in an elevated configuration, traveling beneath the Redondo Junction Grade Separation and then crossing the LA River over the BNSF Railway LA River Bridge to the east bank.

Once on the east bank in an elevated configuration, the path would remain elevated as it crosses over the 26th Street Bridge and Soto Street Bridge. Between Soto Street and Bandini Boulevard, Option 2 would transition to an incised configuration to cross under Bandini Boulevard Bridge. An elevated crossing between Soto Street and Bandini Boulevard would connect to the Bandini-Soto Triangle access point. Continuing south on the east bank, Option 2 would use the top-of-bank to circumvent two transmission towers north of Downey Road, before transitioning to either the Downey Road access point or going under the Downey Road Bridge and BNSF Railway Bridge at Downey Road. South of Downey Road Bridge, Option 2 would use a combination of incised and top-of-bank configuration and then pass under the BNSF Railway Bridge at District Boulevard. Just north of Atlantic Boulevard, Option 2 would cross over the LA River from the east bank to the west bank.

After crossing the river to the west bank, Option 2 would continue south in an incised configuration. After passing under the Atlantic Boulevard Bridge, Option 2 would tie into the existing LA River Trail on the west bank in the City of Vernon. Compared to the Proposed Project and Option 1, Option 2 would not include the Atlantic Boulevard East access point. Figure ES-5 shows the Option 2 alignment, path types, and access points.

Figure ES-5. Option 2 Alignment



Option 2 Access Points

The configuration and location of each access point for Option 2 are listed in Table ES-5 from north to south. Option 2 would include eight of the same access points as the Proposed Project, with modifications to one of them (Union Station) and would have two additional access points: Ed P. Reyes River Greenway and Spring Street/Broadway/Albion Park.

Table ES-5. Option 2 Access Points

Access Point	Bank	Configuration	Common to Proposed Project
Ed P. Reyes River Greenway	East	At-grade connection directly adjacent to path at Ed P. Reyes River Greenway	No
Spring Street/Broadway/ Albion Park	East	Single at-grade connection from path under Spring Street to the Albion Park and access to Broadway and Spring Street	No
Mission Road/Cesar E Chavez Avenue	East	Single elevated ramp crossing over railroad tracks to connect to the northwest corner of the Mission Road and Cesar E Chavez Avenue intersection at the back of sidewalk	Yes
Union Station via Center Street	West	Single elevated ramp that crosses over the railroad tracks south of the US Highway Route 101 LA River Bridge to land near the northeast corner of the Commercial Street and Center Street intersection at the back of sidewalk	Yes, with some differences
First Street	East	Single elevated ramp that travels over the railroad tracks and Myers Street to connect at-grade to the back of sidewalk at the northwest corner of Mission Road and First Street intersection	Yes
Sixth Street	West	Direct connection between the Option 2 path and the existing Sixth Street Tunnel with access to the future Sixth Street PARC Project	Yes
Washington Boulevard	West	Single hook ramp that connects down to the south side of Washington Boulevard at the back of sidewalk	Yes
Bandini-Soto Triangle	West	Single elevated bridge over the LA River that connects at-grade to Bandini Boulevard at the back of sidewalk adjacent to the commercial plaza known as the “Bandini-Soto Triangle”	Yes
Downey Road	East	Single at-grade connection to the back of sidewalk on the west side of Downey Road	Yes
Atlantic Boulevard (Existing)	West	Improvements to an existing access point in the City of Vernon	Yes

Option 2 Design Variations

Design variations have been identified to offer site-specific engineering variations to navigate challenges and constraints in the Project study area. Design variations at various locations of the alignment and at access points for Option 2 are included in the footprint. Option 2 would include all of the Proposed Project’s design variations except US Highway Route 101 LA River Bridge and includes four additional design variations design variations: Egret Park to Ed P. Reyes Greenway, North Avenue 19, and North Broadway/Spring Street. Table ES-6 summarizes design variations for Option 2.

Table ES-6. Option 2 Design Variations

Design Variation	Bank	Configuration	Common to Proposed Project
Egret Park to Ed P. Reyes Greenway	East	Single at-grade connection from Egret Park to Riverside Drive bridge onto Avenue 19 southerly to Ed P. Reyes River Greenway.	No
Riverside Drive	West	Cantilever along the west bank from the existing path to under the Riverside Drive Bridge.	Yes
Arroyo Seco Parkway (SR-110)	West	Single elevated top-of-bank connection from path starting north under SR-110 to just south of the freeway.	Yes
North Avenue 19	West	Elevated path continues south before crossing the river channel diagonally to the east bank near the Ed Reye Greenway access point.	No
North Broadway/ Spring Street	East	Path branches east to optional access point at Broadway and Spring Street.	No
East Cesar E Chavez Avenue	West	Elevated in-channel path splits westward before crossing over railroad ROW at grade and then continuing south parallel to the railroad ROW. Path crosses underneath the East Cesar E Chavez Avenue Bridge and continues south to the optional access point at Union Station via Keller Street.	Yes
Union Station	West	Connection to Union Station is provided from the optional access point at Union Station via Keller Street through an on-street alignment along Keller Street, then connection with Ramirez Street to Union Station.	Yes
Kearney Street	East	Elevated in-channel path splits eastward to reach east bank before continuing south and then east to reach optional access point at Kearney Street.	Yes
East Fourth Street	West	Path continues south underneath East Fourth Street Bridge.	Yes
East Washington Boulevard (In-Channel)	West	Path becomes elevated in-channel and continues south underneath the East Washington Boulevard Bridge, East 26th Street Bridge, and South Soto Street Bridge before crossing to the east bank and continuing south underneath Bandini Boulevard.	Yes
East Washington Boulevard (Triangular Helix)	West	Elevated path crosses westward under the Redondo Junction Grade Separation, ascends in a triangular helix configuration, and continues south, crossing over East Washington Boulevard and LA River from the west bank to the east bank.	Yes
South of Downey Road	East	Path continues south in an incised condition.	Yes
South Atlantic Boulevard	North	Path continues south before becoming elevated to cross to the southern bank to end at the Atlantic Boulevard Existing Path access point.	Yes

ES-2.4.4 Comparison of Proposed Project and Options

As stated, this Draft EIR analyzes the Proposed Project and two options, Option 1 and Option 2, each having a different combination of Project elements to navigate site conditions in different ways. The Proposed Project and its options each includes a combination of path types, river crossing locations, access points, and design variations aimed at accomplishing the Proposed Project objectives. Table ES-7 is a summary comparison of the Proposed Project, Option 1, and Option 2.

Table ES-7. Summary Comparison of Proposed Project and Options

Proposed Alignments	Approximate Path Length	Access Points	River Crossings	Elevated Path Type	Top-of-Bank Path Type	Incised Path Type
Proposed Project	9.6 miles	9	7	46%	28%	26%
Option 1	10.1 miles	11	6	56%	9%	35%
Option 2	9.1 miles	9	7	47%	19%	34%

Note: This count of access points does not include the existing westbound access point at Atlantic Boulevard.

Figures ES-3, ES-4, and ES-5 above show proposed alignments for the Proposed Project, Option 1, and Option 2.

ES-2.5 Project Schedule

Construction activities for the portion of the path for which funding is currently available are estimated to last approximately 3 years (Figure ES-6). Preconstruction activities are anticipated to start in 2028. The anticipated construction start is in 2028, with phased completion anticipated in 2031.

Figure ES-6. Project Timeline



ES-3 Summary of Environmental Impacts Analysis

This Draft EIR identifies potential environmental impacts of the Project and its options and analyzes any significant impacts and implementation of feasible mitigation measures. Project features are design features, best management practices, or other measures required by law or permit approvals and are incorporated as part of the Project. Mitigation measures are additional actions designed to avoid, minimize, or compensate for significant impacts and are required where significant impacts have been identified. Mitigation measures would be proposed as conditions of Project approval and would be monitored to ensure compliance and implementation. Table ES-8 summarizes the environmental impacts, required mitigation measures, and level of significance after mitigation (as applicable). A detailed analysis for each environmental resource area is provided in Chapter 3, *Environmental Settings, Impacts, and Mitigation*.

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Aesthetics and Visual Resources					
AES-1: Have a substantially adverse effect on a scenic vista?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
AES-2: Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historical buildings within a state scenic highway?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
AES-3: Substantially degrade the existing visual character or quality of public views of the site and its surroundings, and conflict with applicable zoning and other regulations governing scenic quality? (Public views are those that are experienced from publicly accessible vantage point.).	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
AES-4: Create a new source of substantial light or glare, which would adversely affect day- or nighttime views in the area?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Air Quality					
AQ-1: Conflict with or obstruct implementation of the applicable air quality plan?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
AQ-2: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
AQ-3: Expose sensitive receptors to substantial pollutant concentrations?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
AQ-4: Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Biological Resources					
BIO-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	Proposed Project	Construction	Potentially Significant	▪ MM-BIO-01, *Worker Environmental Awareness Program* ▪ MM-BIO-02a, *Preconstruction Identification of Active Bat Roost Sites* ▪ MM-BIO-02b, *Avoid Disturbing Active Bat Roosts* ▪ MM-BIO-03, *Nesting Bird Surveys*	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-BIO-01 ▪ MM-BIO-02a ▪ MM-BIO-02b ▪ MM-BIO-03	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-BIO-01 ▪ MM-BIO-02a ▪ MM-BIO-02b ▪ MM-BIO-03	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
BIO-2: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
BIO-3: Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
BIO-4: Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Proposed Project	Construction	Potentially Significant	▪ MM-BIO-02a ▪ MM-BIO-02b	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-BIO-02a ▪ MM-BIO-02b	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-BIO-02a ▪ MM-BIO-02b	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
BIO-5: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
BIO-6: Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Proposed Project	Construction	Potentially Significant	▪ MM-HWQ-04, *Fully Incised Path* ▪ MM-HWQ-05, *Incised/Elevated Transition Widening* ▪ MM-HWQ-06, *Elevated-in-Channel Incised Path* ▪ MM-HWQ-07, *Channel Daylight Crossing Structure*	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-07	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-07	Less than Significant Impact
		Operation	No Impact	None	No Impact
Cultural Resources					
CUL-1: Cause a substantial adverse change in the significance of a built-environment historical resource as defined in Section 15064.5?	Proposed Project	Construction	Potentially Significant	▪ MM-CUL-01, *Conformance with the Secretary of the Interior's Standards for Rehabilitation* ▪ MM-CUL-02, *Recordation of Existing Conditions* ▪ MM-NOI-02, *Drill Piles Where Feasible* ▪ MM-VIB-01, *Vibration Control Plan* ▪ MM-VIB-02, *Vibration Monitoring Plan*	Less than Significant Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
	Option 1	Construction	Potentially Significant	▪ MM-CUL-01 ▪ MM-CUL-02 ▪ MM-NOI-02 ▪ MM-VIB-01 ▪ MM-VIB-02	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-CUL-01 ▪ MM-CUL-02 ▪ MM-NOI-02 ▪ MM-VIB-01 ▪ MM-VIB-02	Less than Significant Impact
		Operation	No Impact	None	No Impact
CUL-2: Cause a substantial adverse change in the significance of a unique or historical archaeological resource pursuant to Section 15064.5?	Proposed Project	Construction	Potentially Significant	▪ MM-CUL-03, *Qualified Archaeologist* ▪ MM-CUL-04, *Cultural Resources Mitigation and Management Plan*	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-CUL-03 ▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-CUL-03 ▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
CUL-3: Disturb any human remains, including those interred outside of formal cemeteries?	Proposed Project	Construction	Potentially Significant	▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Energy					
ENE-1: Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
ENE-2: Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
Geology and Paleontological Resources					
GEO-1(i): Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
GEO-1(ii): Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
GEO-1(iii): Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
GEO-1(iv): Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
GEO-2: Result in substantial soil erosion or loss of topsoil?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
GEO-3: Located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
GEO-4: Located on expansive soil, as defined in Table 18-1-B of the Uniform	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Building Code (1994), creating substantial direct or indirect risks to life or property?		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
GEO-5: Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
GEO-6: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Proposed Project	Construction	Potentially Significant	▪ MM-PAL-01, *Prepare a Paleontological Resources Monitoring Plan* ▪ MM-PAL-02, *Worker Environmental Awareness Program Training* ▪ MM-PAL-03, *Curation*	Significant and Unavoidable
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-PAL-01 ▪ MM-PAL-02 ▪ MM-PAL-03	Significant and Unavoidable
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-PAL-01 ▪ MM-PAL-02 ▪ MM-PAL-03	Significant and Unavoidable
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Greenhouse Gas Emissions					
GHG-1: Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
GHG-2: Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
Hazards and Hazardous Materials					
HAZ-1: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HAZ-2: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Proposed Project	Construction	Potentially Significant	▪ MM-HAZ-01, *Project-wide Phase II Environmental Site Assessment* ▪ MM-HAZ-02, *Soil Management Plan Surveys* ▪ MM-HAZ-03, *Preconstruction Asbestos, Lead-Based Paint, and Universal Waste Surveys*	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
	Option 1	Construction	Potentially Significant	▪ MM-HAZ-01 ▪ MM-HAZ-02 ▪ MM-HAZ-03	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-HAZ-01 ▪ MM-HAZ-02 ▪ MM-HAZ-03	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HAZ-3: Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	Proposed Project	Construction	Potentially Significant	▪ MM-HAZ-03	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-HAZ-03	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-HAZ-03	Less than Significant Impact
		Operation	No Impact	None	No Impact
HAZ-4: Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Proposed Project	Construction	Potentially Significant	▪ MM-HAZ-01 ▪ MM-HAZ-02	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-HAZ-01 ▪ MM-HAZ-02	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-HAZ-01 ▪ MM-HAZ-02	Less than Significant Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
HAZ-5: For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
HAZ-6: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HAZ-7: Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
Hydrology and Water Quality					
HWQ-1: Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	Proposed Project	Construction	Potentially Significant	MM-HWQ-01, *Temporary Water Diversion Plan*	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
HWQ-2: Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HWQ-3: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would result in substantial erosion or siltation onsite or offsite?	Proposed Project	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HWQ-4: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious area in a manner that would substantially increase the rate or amount of surface runoff resulting in flooding onsite or offsite?	Proposed Project	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HWQ-5: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Proposed Project	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
HWQ-6: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would impede or redirect flood flows?	Proposed Project	Construction	Potentially Significant	▪ MM-HWQ-01 ▪ MM-HWQ-02, *Construction Scheduling*	Less than Significant Impact
		Operation	Potentially Significant	▪ MM-HWQ-03, *Advanced Hydraulic Analysis* ▪ MM-HWQ-04, *Fully Incised Path* ▪ MM-HWQ-05, *Incised/Elevated Transition Widening* ▪ MM-HWQ-06, *Elevated-in-Channel Incised Path* ▪ MM-HWQ-08, *Streamlined Bridge Piers*	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-HWQ-01 ▪ MM-HWQ-02	Less than Significant Impact
		Operation	Potentially Significant	▪ MM-HWQ-03 ▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-08	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-HWQ-01 ▪ MM-HWQ-02	Less than Significant Impact
		Operation	Potentially Significant	▪ MM-HWQ-03 ▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-08	Less than Significant Impact
HWQ-7: Result in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	Proposed Project	Construction	Potentially Significant	▪ MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
HWQ-8: Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Proposed Project	Construction	Potentially Significant	▪ MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-HWQ-01	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
HWQ-9: Cause changes to flood risk in sensitive reaches of the LA River or conflict with USACE's obligations under Section 408?	Proposed Project	Construction	Potentially Significant	▪ MM-HWQ-01 ▪ MM-HWQ-02	Less than Significant Impact
		Operation	Potentially Significant	▪ MM-HWQ-03 ▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-08 ▪ MM-HWQ-09, *Compliance with Section 408 Permit*	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-HWQ-01 ▪ MM-HWQ-02	Less than Significant Impact
		Operation	Potentially Significant	▪ MM-HWQ-03 ▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-08 ▪ MM-HWQ-09	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-HWQ-01 ▪ MM-HWQ-02	Less than Significant Impact
		Operation	Potentially Significant	▪ MM-HWQ-03 ▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-08 ▪ MM-HWQ-09	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
HWQ-10: Cause water quality or hydraulic conflicts with the ultimate implementation of the LARER project?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	Potentially Significant	▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-07, *Channel Daylight Crossing Structure* ▪ MM-HWQ-09	Less than Significant Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	Potentially Significant	▪ MM-HWQ-04 ▪ MM-HWQ-04 ▪ MM-HWQ-06 ▪ MM-HWQ-07 ▪ MM-HWQ-09	Less than Significant Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	Potentially Significant	▪ MM-HWQ-04 ▪ MM-HWQ-05 ▪ MM-HWQ-06 ▪ MM-HWQ-07 ▪ MM-HWQ-09	Less than Significant Impact
Land Use					
LU-1: Physically divide an established community?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
LU-2: Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
Noise and Vibration					
NOI-1: Generate a substantial temporary or permanent increase in ambient noise levels near the project in excess of standards established by the FTA, in the local general plan, noise ordinance, or applicable agency standards?	Proposed Project	Construction	Potentially Significant	▪ MM-NOI-01, *Noise Control and Monitoring Plan*	Significant and Unavoidable
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant	▪ MM-NOI-01	Significant and Unavoidable
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant	▪ MM-NOI-01	Significant and Unavoidable
		Operation	Less than Significant Impact	None	Less than Significant Impact
NOI-2: Generate excessive ground-borne vibration or ground-borne noise levels?	Proposed Project	Construction	Potentially Significant (for damage) Potentially Significant (for annoyance)	▪ MM-NOI-02, *Drill Piles Where Feasible* ▪ MM-VIB-01, *Vibration Control Plan* ▪ MM-VIB-02, *Vibration Monitoring Plan*	Less than Significant Impact (for damage) Significant and Unavoidable (for annoyance)
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Potentially Significant (for damage) Potentially Significant (for annoyance)	▪ MM-NOI-02 ▪ MM-VIB-01 ▪ MM-VIB-02	Less than Significant Impact (for damage) Significant and Unavoidable (for annoyance)
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Potentially Significant (for damage) Potentially Significant (for annoyance)	▪ MM-NOI-02 ▪ MM-VIB-01 ▪ MM-VIB-02	Less than Significant Impact (for damage) Significant and Unavoidable (for annoyance)
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
NOI-3: Expose people residing or working in the RSA to excessive noise levels if the project is located near a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
Population and Housing					
PH-1: Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
PH-2: Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Public Services/Safety and Security					
PS-1: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable services ratios, response times or other performance objectives for fire protection and emergency services?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
PS-2: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable services ratios, response times or other performance objectives for police protection?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
PS-3: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable services ratios, response times or other performance objectives for schools?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
PS-4: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable services ratios, response times or other performance objectives for public libraries?	Proposed Project	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	No Impact	None	No Impact
		Operation	No Impact	None	No Impact
Recreation					
REC-1: Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
REC-2: Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
REC-3: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives for parks?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Transportation					
TR-1: Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
TR-2: Conflict or be inconsistent with CEQA Guidelines Section 15064.3(b)?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
TR-3: Substantially increase hazards due to geometric design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
TR-4: Result in inadequate emergency access?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Tribal Cultural Resources					
TCR-1: Cause a substantial adverse change in the significance of a TCR, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the CRHR, or in a local register of historical resources as defined in PRC Section 5020.1(k), or is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision I of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	Proposed Project	Construction	Potentially Significant	▪ MM-TCR-01, *Tribal Monitoring* ▪ MM-CUL-03 ▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Potentially Significant	▪ MM-TCR-01 ▪ MM-CUL-03 ▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Potentially Significant	▪ MM-TCR-01 ▪ MM-CUL-03 ▪ MM-CUL-04	Less than Significant Impact
		Operation	No Impact	None	No Impact
Utilities and System Services					
UTL-1: Require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities, or other utility or public services facilities, the construction or relocation of which could cause significant environmental impacts?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
UTL-2: Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
UTL-3: Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
UTL-4: Generate solid waste in excess of state or local standards, in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid-waste reduction goals?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
UTL-5: Conflict with federal, state, and local management and reduction statutes and regulations related to solid waste?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	No Impact	None	No Impact

Table ES-8. Summary of Impacts by Environmental Resource

Environmental Topic	Proposed Project/ Option	Phase	Impact Before Mitigation	Proposed Mitigation Measure	Impact After Mitigation
Wildfire					
WF-1: Substantially impair an adopted emergency response plan or emergency evacuation plan?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
WF-2: Due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
WF-3: Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
WF-4: Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Proposed Project	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 1	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact
	Option 2	Construction	Less than Significant Impact	None	Less than Significant Impact
		Operation	Less than Significant Impact	None	Less than Significant Impact

ES-4 Significant and Unavoidable Impacts

CEQA Guidelines Section 15216.2(b) requires EIRs to include a discussion of significant environmental impacts that cannot be avoided if a project is implemented. In Chapter 3, *Environmental Settings, Impacts, and Mitigation*, Sections 3.2 through 3.19 analyze significant environmental impacts related to the Proposed Project and its options; identify feasible mitigation measures that could avoid or reduce these significant impacts, where available; and present a determination stating whether these mitigation measures would reduce these impacts to a less than significant level. If a specific impact discussed in any of these sections cannot be fully reduced to a less than significant level, it is considered a significant and unavoidable impact. As concluded in the Draft EIR and shown in Table ES-8, the following impacts would be significant and unavoidable for the Proposed Project and its options, even after implementation of mitigation measures:

- Geology, soils, and paleontological resources (paleontological resources during construction)
- Noise and vibration (increase in ambient noise during construction; vibration annoyance during construction)

ES-5 Project Alternatives

CEQA requires that a range of reasonable project alternatives to the Proposed Project is considered that could meet most of the basic project objectives and substantially reduce or eliminate significant impacts associated with the project. According to CEQA Guidelines Section 15126.6(a):

> "An EIR shall describe the range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation."

Project Alternatives are summarized below, and are described in more detail in Chapter 5, *Alternatives*.

ES-5.1 No Project Alternative

The No Project Alternative is required by CEQA Guidelines Section 15126.6(e)(2) and assumes that the Proposed Project would not be implemented. The Proposed Project is identified in the LARMP as the "Metro LA River Path." Under the No Project Alternative, the approximately 8-mile stretch of the LA River from Elysian Valley in the City of Los Angeles to the Cities of Vernon and Maywood would not be developed with an active transportation path. The 8-mile gap between the existing Los Angeles River Greenway Trail and the existing LA River Trail along the LA River would remain and connectivity between the existing pedestrian and bicycle paths would not occur. The Project footprint along the LA River would remain a flood channel and remain closed to the public. No new access points to the surrounding parks and recreational facilities would be developed and path elements such as lighting, landscaping, and signage would not exist. In addition, no new bridges and piers would be constructed in the LA River and no new river crossings related to the Project would occur.

The No Project Alternative assumes that projects in the regional area would continue to progress as identified in local general plans, capital improvement programs, and regional plans, including the Southern California Association of Government's (SCAG's) *Connect SoCal—The 2024–2050 Regional Transportation Plan/Sustainable Communities Strategy* (Connect SoCal) (SCAG 2020) and other proposed projects identified in the LARMP, including the Los Angeles River Ecosystem Restoration (LARER) project. Under the No Project Alternative, the LARMP would continue to serve as the existing planning framework for enhancing the LA River, including the Project area.

ES-5.2 Mostly-East Bank Alternative

The Mostly-East Bank Alternative, known as Alignment D in the Conceptual Design Report, proposes a pedestrian and bicycling path alignment running predominantly along the east bank of the LA River from the northern terminus of the existing LA River Greenway Trail at Riverside Drive in the City of Los Angeles to the southern terminus of the existing path at Atlantic Boulevard. Starting at the north end on the western bank where the LA River Greenway Trail ends, this alternative would cross over the LA River to operate on the east bank north of Mission Road/Cesar E. Chavez to just north of Washington Boulevard/Redondo Junction. Due to physical and hydrological constraints, only a west bank option is possible at the Redondo Junction and the Mostly-East Bank Alternative would require a gap in the alignment path starting at the Redondo Junction before continuing along the east bank and connecting with the existing bike path at Atlantic Boulevard. The alternative would be directly adjacent to the river's east bank between the channel and at-grade active rail facilities. The Mostly-East Bank Alternative would include 10 access points: Figueroa Street (Existing), Los Angeles State Historic Park/Main Street, Mission Road/Cesar E Chavez, Union Station, First Street, Seventh Street, Washington Boulevard, Bandini Boulevard, Downey Road, and Atlantic Boulevard.

ES-5.3 Mostly-West Bank Alternative

The Mostly-West Bank Alternative, known as Alignment E in the Conceptual Design Report, proposes a pedestrian and bicycling path predominantly along the west bank of the LA River from the northern terminus of the existing path at Elysian Park to the southern terminus of the existing path at Atlantic Boulevard. The Mostly-West Bank Alternative would follow the western bank of the LA River in the area between the channel and at-grade active rail facilities. Starting at the north end on the western bank where the LA River Greenway Trail ends, the Mostly-West Bank Alternative would cross over the LA River to operate on the eastern bank between Ed. P. Reyes Greenway and Albion Park, then cross back to the west bank at the LA State Historic Park access point and stays on the west bank until Washington Boulevard. This alternative would then operate on the east bank until just north of Atlantic Boulevard where the alignment would cross back to the west bank and connect with the existing access point at Atlantic Boulevard. The Mostly-West Bank Alternative would include 10 access points: Ed P. Reyes Greenway, Albion Park/Main Street, Los Angeles State Historic Park/Main Street, Mission Road/Cesar E Chavez Avenue, Union Station, First Street, Sixth Street Tunnel, Washington Boulevard, Bandini-Soto Triangle, and Downey Road.

ES-5.4 Shortened Northern Path Alternative

The Shortened Northern Path Alternative would not meet the Project's primary objective. The Shortened Northern Path Alternative would have a northern terminus of the existing LA River Greenway Trail in the City of Los Angeles and a southern terminus at Sixth Street and would not close the entire 8-mile gap along the LA River between Elysian Valley and the City of Vernon. This alternative would result in limited or no access to the local neighborhoods south of Sixth Street.

ES-5.5 Shortened Southern Path Alternative

The Shortened Southern Path Alternative would not meet the Project's primary objective. The Shortened Southern Path Alternative would have a northern terminus at First Street in the City of Los Angeles and a southern terminus at Atlantic Boulevard in the City of Vernon and would not close the entire 8-mile gap along the LA River between Elysian Valley and the City of Vernon. This alternative would result in limited or no access to the local neighborhoods north of First Street.

ES-5.6 Comparison of Alternatives

Table ES-9 summarizes the environmental impacts of the alternatives compared to the Proposed Project and identifies if the alternatives would have greater, lesser, or similar impacts compared to the Proposed Project. Additional detail is described in Chapter 5, *Alternatives*.

Table ES-9. Alternatives Comparison of Environmental Impacts Relative to the Proposed Project

Environmental Topics	Construction/ Operation	Proposed Project	No Project Alternative	Mostly-East Bank Alternative	Mostly-West Bank Alternative	Shortened Northern Path Alternative	Shortened Southern Path Alternative
Aesthetics and Visual Resources	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↓	=	=	↓	↓
Air Quality	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↑	=	=	↑	↑
Biological Resources	Construction	LTSM	↓	↓	=	↓	↓
	Operation	LTS	↓	=	=	↓	↓
Cultural Resources	Construction	LTSM	↓	=	=	↓	↓
	Operation	NI	=	=	=	=	=
Energy	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↑	=	=	↑	↑
Geology, Soils, and Paleontological Resources	Construction	SU	↓	=	=	↓	↓
	Operation	LTS	↓	=	=	↓	↓
Greenhouse Gas Emissions	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↑	=	=	↑	↑
Hazards and Hazardous Materials	Construction	LTSM	↓	=	=	↓	↓
	Operation	LTS	↓	=	=	↓	↓
Hydrology and Water Quality	Construction	LTSM	↓	=	=	↓	↓
	Operation	LTSM	↑	=	=	↓	↓
Land Use and Planning	Construction	LTS	↓	=	=	=	=
	Operation	LTS	↑	=	=	=	=

Table ES-9. Alternatives Comparison of Environmental Impacts Relative to the Proposed Project

Environmental Topics	Construction/ Operation	Proposed Project	No Project Alternative	Mostly-East Bank Alternative	Mostly-West Bank Alternative	Shortened Northern Path Alternative	Shortened Southern Path Alternative
Noise and Vibration	Construction	SU	↓	↓	↓	↓	↓
	Operation	LTS	↓	=	=	↓	↓
Population and Housing	Construction	LTS	↓	=	=	=	=
	Operation	LTS	↓	=	=	=	=
Public Services/ Safety and Security	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↑	=	=	↓	↓
Recreation	Construction	LTS	↓	=	=	=	=
	Operation	LTS	↓	=	=	↓	↓
Transportation	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↑	=	=	↑	↑
Tribal Cultural Resources	Construction	LTSM	↓	=	=	↓	↓
	Operation	NI	=	=	=	=	=
Utilities and Service Systems	Construction	LTS	↓	=	=	↓	↓
	Operation	LTS	↓	=	=	↓	↓
Wildfire	Construction	LTS	↓	=	=	=	↓
	Operation	LTS	↓	=	=	=	↓

Notes:

LTS = Less Than Significant

LTSM = Less Than Significant with Measures Incorporated

NI = No Impact

SU = Significant and Unavoidable

↑: Greater Impacts compared to the Proposed Project

↓: Lesser Impacts compared to the Proposed Project

=: Similar Impacts compared to the Proposed Project

ES-5.6.1 No Project Alternative

The No Project Alternative would have similar impacts compared to the Proposed Project for cultural resources (operation), tribal cultural resources (TCRs) (operation), and noise and vibration (operation). The No Project Alternative would not include operation and maintenance (O&M) activities that would disturb cultural resources and TCRs and would result in no impacts. Under the No Project Alternative, impacts for noise and vibration (operation) would be less than significant and have similar impacts to the Proposed Project. The reduction in vehicular traffic associated with the Proposed Project would not occur as a result of the No Project Alternative and vehicle miles traveled (VMT) would not be reduced. Traffic noise could be greater than Proposed Project, but the No Project Alternative would avoid minor O&M noises associated with the Proposed Project. Therefore, the No Project Alternative would result in less than significant impact related to both noise and vibration, similar to the Proposed Project during operation.

The No Project Alternative would not result in Project-related construction and O&M activities and would have fewer impacts compared to the Proposed Project for the following environmental resources: aesthetics/visual resources; air quality (construction); biological resources; cultural resources (construction); energy (construction); geology, soils, and paleontological resources; GHG (construction); hazards and hazardous materials; hydrology and water quality; land use and planning (construction); noise and vibration (construction); population and housing; public services/safety and security (construction); recreation (construction); transportation (construction); TCRs (construction); utilities and service systems; and wildfire.

The No Project Alternative would have greater impacts compared to the Proposed Project for the following environmental resources: air quality (operation), energy (operation), GHG (operation), land use (operation), public services/safety and security (operation), recreation (operation), and transportation (operation). Air quality (operation), energy (operation), GHG (operation), and transportation (operation) impacts would be greater than the Proposed Project as a result having lower VMT reductions compared to the Proposed Project. Land use (operation) impacts would be greater than the Proposed Project because the No Project Alternative would not meet the objectives of the LA River Revitalization Master Plan and other applicable regional and local plans to provide linkages and connections to nearby communities, encourage alternative modes of transportation, and provide safe bicycle facilities for people of all types and abilities. Public services/safety and security (operation) and recreation (operation) impacts would be greater than the Proposed Project because the No Project Alternative would not construct additional access points to the LA River, nor incorporate additional safety features along the LA River associated with the Proposed Project.

ES-5.6.2 Mostly-East Bank Alternative

The Mostly-East Bank Alternative would have similar impacts for almost all environmental resources compared to the Proposed Project. Impacts to cultural resources (construction) would be less than significant with mitigation and similar to the Proposed Project during construction. Excluding historic bridges, nine identified historical resources are situated along the west bank and two identified historical resources are situated along the east bank through this area. Compared to the Proposed Project, this alternative would avoid potential less than significant impacts to the property and historic setting of HR-44. However, compared to the Proposed Project one additional historic property (HR-38) may be impacted by construction vibration due to the closer proximity of construction activity on the east bank and one historic property (HR-33) may no longer be impacted as a result of pile driving no longer occurring in its vicinity. As a result, similar to the Proposed Project, this alternative would result in construction-related vibration impacts to historic resources located in close proximity to construction activities, which would generally involve those historical resources located along the east bank of the LA River Channel. This alternative would implement the same mitigation measures as the Proposed Project to avoid construction impacts on built-environment historical resources.

This alternative would have fewer impacts related to biological resources (construction) and noise and vibration (construction annoyance). This alternative would have fewer impacts related to biological resources (construction) because it may not require the removal of the southern California black walnut trees located along the western riverbank between the Riverside Drive Viaduct and the SR-110 Bridge and would therefore result in fewer impacts related to the removal of protected trees, migratory birds, and loss of nesting habitats than the Proposed Project.

Impacts related to noise and vibration (construction annoyance) would be significant and unavoidable and less than the Proposed Project during construction. The path type near Receptors 17, 18, and 19 would no longer require pile driving and the severity of noise and vibration impacts may be reduced. General construction activity may still result in noise and vibration impacts at these receptors. One

additional historic property (HR-38) may be impacted by construction vibration due to the closer proximity of construction activity on the east bank and one historic property (HR-33) may not be impacted as a result of pile driving no longer occurring in its vicinity, compared to the Proposed Project. This alternative would implement the same mitigation measures as the Proposed Project to reduce noise and vibration impacts during construction. It is anticipated that potential significant vibration damage impacts would be reduced with the implementation of mitigation measures similar to the Proposed Project. However, like the Proposed Project, construction of the Mostly-East Bank Alternative may still result in noise and vibration annoyance impacts due to the proximity of adjacent sensitive receptors and the potential use of pile drivers.

This alternative would not have greater impacts compared to the Proposed Project.

ES-5.6.3 Mostly-West Bank Alternative

The Mostly-West Bank Alternative would have similar impacts for almost all environmental resources compared to the Proposed Project. Impacts to cultural resources (construction) would be less than significant with mitigation and similar to the Proposed Project during construction. This alternative would have potential less than significant impacts to the historic setting of HR-47 because the path alignment would be situated along the opposite side of the LA River; however, new potential impacts to HR-26 may occur. Such impacts to HR-26 would be similar to those described for Option 2 and would be less than significant. A reduction in vibration impacts at one historic property (HR-33) would also occur due to increased distance from construction activity. As a result, similar to the Proposed Project, this alternative would result in construction-related vibration impacts to historic resources located in close proximity to construction activities which would generally involve those historical resources located along the west bank of the LA River Channel. This alternative would implement the same mitigation measures as the Proposed Project to avoid construction impacts on built-environment historical resources.

Impacts related to noise and vibration (construction annoyance) would be significant and unavoidable and less than the Proposed Project during construction. This path alignment would be predominantly on the west bank where sensitive receptors are sporadically located within primarily industrials uses. As the construction activity would primarily occur on the west bank, sensitive receptors on the east bank would be less impacted by construction noise and vibration. Specifically, residences located between the US-101 freeway and Second Street (Receptors 17, 18, and 19) on the east bank would receive a reduction in noise and vibration impacts as a result of the increased distance and path type no longer requiring pile driving. The One Santa Fe Apartments (Receptor 20) may experience increased construction noise and vibration due to construction activity occurring at a closer distance than under the Proposed Project. A reduction in vibration impacts at HR-33 would also occur due to increased distance from construction activity, compared to the Proposed Project. Potential significant vibration damage impacts would be reduced with the implementation of mitigation measures similar to the Proposed Project. However, like the Proposed Project, construction of the Mostly-West Bank Alternative may still result in noise and vibration annoyance impacts due to the proximity of adjacent sensitive receptors and the potential use of pile drivers.

This alternative would not have greater impacts compared to the Proposed Project.

ES-5.6.4 Shortened Northern Path Alternative

The Shortened Northern Path Alternative would have similar impact compared to the Proposed Project for cultural resources (operation), land use planning, population and housing, recreation, TCRs (operation), and wildlife.

As a result of a shortened alignment, this alternative would have fewer impacts compared to the Proposed Project for the following environmental resources: aesthetic/visual resources, air quality (construction), biological resources, cultural resources (construction), energy (construction), geology, soils, and paleontological resources, GHG (construction), hazards and hazardous materials, hydrology and water quality, noise and vibration, public services/safety and security, transportation (construction), TCRs (construction) and utilities and service systems. In particular, cultural resources (construction) would have reduced impacts because this alignment would avoid potentially significant impacts to the Washington Boulevard Bridge and Atlantic Boulevard Bridge associated with the path alignment of the Proposed Project. The number of historic properties that would be potentially exposed to excessive vibration would be reduced by six properties compared to the Proposed Project. This alternative would implement the same mitigation measures as the Proposed Project to avoid construction impacts on built-environment historical resources and impacts. Therefore, impacts to historic resources would be less than significant with mitigation and less than the Proposed Project during construction.

Significant and unavoidable impacts related to paleontological resources (construction) and noise and vibration impacts (construction) would be reduced under this alternative, compared to the Proposed Project, due to the shorter alignment and reduced construction activities. However, these impacts would remain significant and unavoidable even after implementation of mitigation measures, though to a lesser extent compared to the Proposed Project. In particular, noise and vibration (construction) would have reduced impacts due to its shorter alignment. The number of noise and vibration sensitive receptors affected would be reduced by three sensitive receptors compared to the Proposed Project and the number of historic properties that would be potentially exposed to excessive vibration would be reduced by six properties. This alternative would implement the same mitigation measures as the Proposed Project to reduce noise and vibration impacts during construction. It is anticipated that potential vibration damage impacts would also be able to be mitigated. However, like the Proposed Project, this alternative may still result in noise and vibration annoyance impacts due to the proximity of adjacent sensitive receptors and the potential use of pile drivers. Impacts to noise and vibration annoyance (construction) would be significant and unavoidable but less than the Proposed Project during construction.

In addition, this alternative would result in fewer impacts for hydrological impacts compared to the Proposed Project. However, this alternative would still be located within LA River Reaches 7 and 8 in conjunction with the LARER project and within a 100-year flood zone, thus requiring mitigation measure specific to Reaches 7 and 8, similar to the Proposed Project. This alternative would not avoid hydrological impacts at Reaches 7 and 8. Nonetheless, this alternative would result in lesser impacts to hydrological resources compared to the Proposed Project because of the shorter alignment and avoidance of hydrological impacts associated with the construction of piers and elevated crossings related to the Proposed Project south of Sixth Street and near the Washington Boulevard (Redondo Junction), Bandini-Soto Triangle, and Atlantic Boulevard access points. Similar to the Proposed Project, this alternative would be an active transportation path that would result in a reduction of passenger vehicle trips to the region and in a reduction in VMT. However, as a result of the shortened alignment from the northern terminus of the existing LA River Greenway Trail to Sixth Street, this alternative would not reduce VMTs to the same level as the Proposed Project. As a result, the

alternative would have greater levels of impact compared to the Proposed Project for air quality (operation), energy (operation), GHG (operation), and transportation (operation).

This alternative would not have greater impacts compared to the Proposed Project.

ES-5.6.5 Shortened Southern Path Alternative

The Shortened Southern Path Alternative would have similar impacts compared to the Proposed Project for cultural resources (operation), land use planning, population and housing, recreation, and TCRs (operation).

As a result of a shortened alignment from the First Street to southern terminus at Atlantic Boulevard, this alternative would have fewer impacts compared to the Proposed Project for the following environmental resources: aesthetic/visual resources, air quality (construction), biological resources, cultural resources (construction), energy (construction), geology, soils, and paleontological resources, GHG (construction), hazards and hazardous materials, hydrology and water quality, noise and vibration, public services/safety and security, transportation (construction), TCRs (construction), utilities and service systems, and wildfire. In particular, cultural resources (construction) would have reduced impacts because potentially significant impacts to the North Main Street Bridge and Cesar E Chavez Viaduct associated with the path alignment of the Proposed Project would be avoided by this alternative. The number of historic properties potentially exposed to excessive vibration would be reduced by 15 properties. This alternative would implement the same mitigation measures as the Proposed Project to avoid construction impacts on built-environment historical resources and impacts. Therefore, impacts to historic resources would be less than significant with mitigation and less than the Proposed Project during construction.

Significant and unavoidable impacts related to paleontological resources (construction) and noise and vibration impacts (construction) would be reduced under this alternative due to the shorter alignment and reduced construction activities compared to the Proposed Project. However, these impacts would remain significant and unavoidable even after implementation of mitigation measures, though to a lesser extent compared to the Proposed Project. In particular, noise and vibration (construction) would have reduced impacts due to its shorter alignment, reduction in construction activities, and no construction north of First Street. The number of noise and vibration sensitive receptors affected would be reduced by 19 sensitive receptors compared to the Proposed Project and the number of historic properties that would be potentially exposed to excessive vibration would be reduced by 15 properties. This alternative would implement the same mitigation measures as the Proposed Project to reduce noise and vibration impacts during construction. It is anticipated that potential vibration damage impacts would also be able to be mitigated. However, like the Proposed Project, this alternative may still result in noise and vibration annoyance impacts due to the proximity of adjacent sensitive receptors and the potential use of pile drivers. Impacts to noise and vibration annoyance (construction) would be significant and unavoidable but less than the Proposed Project during construction.

This alternative would result in lesser impacts for hydrological impacts compared to the Proposed Project. This alternative would not be located within LA River Reaches 7 and 8 in conjunction with the LARER project and would not be within a 100-year flood zone. Thus, the Proposed Project's mitigation measure specific to Reaches 7 and 8 and the LARER project would not be required, and fewer hydrology mitigation measures are needed compared to the Proposed Project. This alternative would still have hydrological impacts associated with the construction of piers and elevated crossings related to the Proposed Project south of Sixth Street and near the Washington Boulevard (Redondo Junction), Bandini-Soto Triangle, and Atlantic Boulevard access points. However, hydrological impacts are

reduced because of the shorter alignment and would result in lesser impacts to hydrological resources compared to the Proposed Project. In addition, this alternative would be substantially within the same footprint as the Proposed Project south of First Street and would not be located within a designated Very High Fire Hazard Severity Zone (VHFHSZ), resulting in no wildfire impacts compared to the Proposed Project. Similar to the Proposed Project, this alternative would be an active transportation path that would result in a reduction of passenger vehicle trips to the region and in a reduction in VMT. However, as a result of the shortened alignment from the First Street to the southern terminus at Atlantic Boulevard, this alternative would not reduce VMTs to the same level as the Proposed Project. As a result, the alternative would have greater levels of impact compared to the Proposed Project for air quality (operation), energy (operation), GHG (operation), and transportation (operation).

This alternative would not have greater impacts compared to the Proposed Project.

ES-6 Environmentally Superior Alternative

According to CEQA Guidelines Section 15126.6(a), a Draft EIR must identify an "environmentally superior alternative" to determine which alternative possesses an overall environmental advantage when compared to all other alternatives evaluated in the Draft EIR. If the environmentally superior alternative is the No Project Alternative, CEQA requires the identification of an environmentally superior other than the No Project Alternative. The environmentally superior alternative can inform decision-makers as part of the project approval process; however, Metro is not required by CEQA to select the environmentally superior alternative as the locally approved project.

As shown in Table ES-9, the No Project Alternative would avoid, have similar, or have reduced significant impacts for almost all environmental resources associated with the Proposed Project, but may have a slightly greater impact related to air quality (operation), energy (operation), GHG (operation), land use and planning (operation), noise and vibration (operation), public services/safety and security (operations), and transportation (operation).

The Shortened Southern Alignment would have the greatest reductions in impacts to environmental resources compared to the other alternatives aside from the No Project Alternative. Therefore, the Shortened Southern Alternative is the environmentally superior alternative as it would further reduce impacts to aesthetic/visual resources, air quality (construction), biological resources, cultural resources (construction), energy (construction), geology, soils, and paleontological resources, GHG (construction), hazards and hazardous materials, hydrology and water quality, noise and vibration, public services/safety and security, transportation (construction), TCRs (construction), utilities and service systems, and wildfire compared to the Proposed Project.

ES-7 Public Outreach

Metro has implemented a comprehensive outreach program for the Project in an effort to better understand the communities that live in and near the Project area, their priorities, and how the Project can best meet their needs. During the conceptual design phase, the Project team held nine community meetings and 23 pop-up events and administered two online survey tools to gather community input. More than 300 people participated in the nine community meetings, more than 4,600 comments were received through all in-person events, and more than 3,800 responses were received for the two online and in-person surveys. Outreach during the conceptual design phase helped inform the Project's mission statement, goals, path types, and access point opportunities.

Metro's scoping outreach program for the Project worked to increase awareness and disseminate information, gather public input, and support the technical and legal environmental process. In alignment with Metro's Public Participation Plan, in Title IV, *Environmental Justice and Limited English Proficiency*, accommodations were made to expand participation during the public scoping process. Notification of public scoping meetings were published in eight newspapers highly circulated in areas potentially affected by the Project. A variety of other noticing methods were also implemented in advance of the public scoping meetings, including mailed notices, email notice distributions, information posted to the Metro website, hand-distributed flyers, geo-targeted Facebook advertisements, and Metro Marketing efforts. Metro conducted four public scoping meetings in Boyle Heights, Little Tokyo/Arts District, City of Maywood, and Cypress Park during the 45-day scoping period. Metro received a total of 148 written and oral comments during the public scoping period.

Metro filed an NOP for the Project Draft EIR on October 23, 2019, with the State of California Office of Planning and Research's State Clearinghouse and the Los Angeles County Clerk. The NOP provided notice for responsible agencies to transmit their comments on the scope and content of the NOP, focusing on specific information related to their own statutory responsibility, within 45 days of receiving the NOP from the Lead Agency (Metro). The NOP also invited public participation in the EIR scoping process and announced scheduled scoping meetings.

ES-8 Areas of Controversy and Issues to be Resolved

ES-8.1 Areas of Controversy

CEQA Guidelines Section 15123(b)(2) requires that an EIR identify areas of controversy known to the Lead Agency, including issues raised by agencies and the public.

During the public comment period for the NOP, various comment letters were received regarding the Project. The comments submitted on the NOP during the public review and comment period are in Appendix A, *Public Participation and Outreach*. Areas of potential controversy known to Metro are discussed in the *Scoping Summary Report* (also in Appendix A, *Public Participation and Outreach*). Areas of known controversy are briefly summarized as follows:

- Project construction costs
- Safety and security for path users
- Air quality and odor along the path
- Equity concerns for disadvantaged communities
- Connectivity to recreation and key destinations
- Impacts related to hazardous materials

ES-8.2 Issues to be Resolved by the Decision-Making Body

CEQA Guidelines Section 15123(b)(3) requires a discussion of issues to be resolved, including a choice of alternatives and whether or how to mitigate significant impacts. The Metro Board will decide if the significant impacts associated with biological resources, cultural resources hazards and hazardous materials, hydrology and water quality, and TCRs have been fully mitigated to below a level of significance. Impacts related to geology, soils, and paleontological resources (during construction)

and noise and vibration (during construction) would remain significant and unavoidable. The Metro Board will also decide if any Proposed Project alternatives substantially reduce significant impacts while still meeting the key Project objectives, and if one of the alternatives could be approved. Upon the completion of the Final EIR and other required documentation, if warranted, the Metro Board will adopt findings relative to the Project's environmental effects, and prepare a statement of overriding considerations, in conjunction with the certification of the Final EIR and approval of the Project.

The following issues are to be resolved as the Project proceeds through the environmental process and interested-party coordination:

- Selection of alignment
- Selection of access points
- Selection of design variations
- Selection of the Final EIR Project (Metro Board will select a Final EIR Project after circulation of the Draft EIR)
- Funding shortfall
- Phasing of the Project based on available funding

ES-9 References

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Los Angeles County
Metropolitan Transportation Authority

DRAFT EIR OUTREACH SUMMARY

LA River Path



Metro

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1.0 Introduction

The Los Angeles County Metropolitan Transportation Authority (Metro) has initiated a Draft Environmental Impact Report (EIR) for the Los Angeles River Path Project (Project) pursuant to the California Environmental Quality Act (CEQA). Metro is the lead agency for the Project. The Project is a proposed an 8-mile pedestrian and bike path to create a continuous 32-mile path extending from Griffith Park through Downtown Los Angeles to the City of Vernon and connecting to Long Beach along the LA River.

In December 2025, Metro issued a Notice of Availability (NOA) initiating the Draft EIR public comment Review Period under the CEQA. The Draft EIR Review Period commenced on December 18, 2025, and ended on February 2, 2025, for a 47-day comment period to allow the public sufficient opportunity to comment on the Project. In January 2026, Metro held four public hearings to provide information on the Draft EIR and receive public comments. Three of these public hearings were held in-person, while one was held virtually.

In addition to a recording of the virtual public hearing, Project information, Draft EIR chapters, non-CEQA reports (i.e., technical reports on topics not evaluated in CEQA such as capital costs and conceptual engineering), and interactive maps were made available online throughout the Review Period via the **Project website**, **ArcGIS StoryMap**, and the interactive **PlanEngage** site that hosted the complete Draft EIR.

The outreach report summarizes both the Draft EIR efforts and comments received during the 47-day Review Period. It includes five main sections and appendices, as described below:

> Section 1: Introduces the report, describes the purpose of the Draft EIR and an overview of the Project, and includes information on the Notice of Availability (NOA).

> Section 2: Provides information on the Draft EIR process, agency roles, cooperating agencies, tribal consultation, legally required notification methods, and public agency participation.

> Section 3: Provides an overview of the public comment themes received and comments from agencies during the 47-day Review Period. Full comments received during the Review Period will be responded to in the Final EIR.

> Section 4: Provides an overview of participation at the public hearings.

> Section 5: Provides an overview of the next steps in the environmental process.

> Appendices: Provide all the supporting materials used during the public hearings as well as copies of comments received. The appendices also include copies of the NOA, meeting materials provided at the public hearings, newspaper ads and other supporting materials

1.1 Project Overview

1.1.1 Project Area

The main purpose of the Project is to provide a safe and world-class active transportation path along the LA River between Elysian Valley in the City of Los Angeles and the Cities of Vernon and Maywood. The Project would enhance recreational opportunities, livability, regional and local connectivity, access to economic opportunity, and separation from vehicular traffic for people of all ages and abilities, while providing an outstanding user experience. This new transportation facility would contribute to improved health, economic, environmental, transportation, and equity issues throughout and beyond the study area.

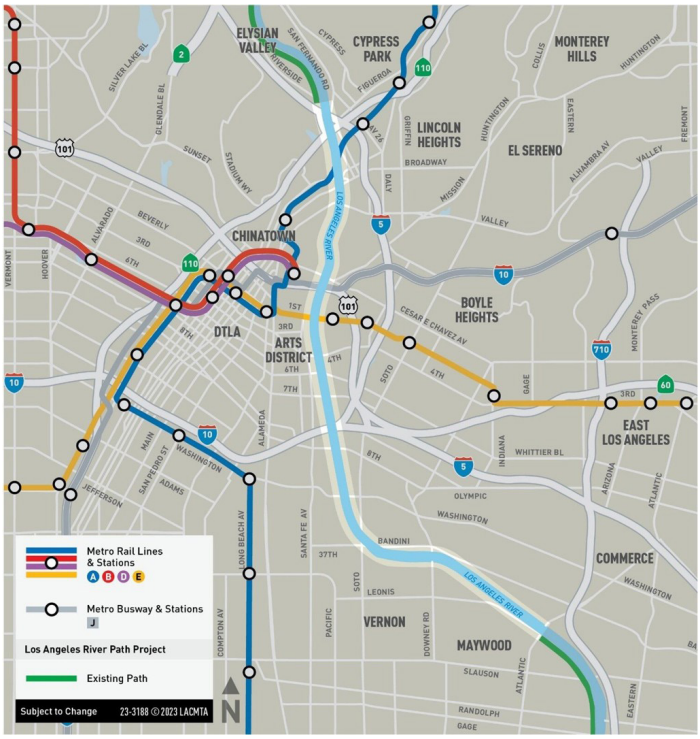
Metro is evaluating a Proposed Project and its two options, Option 1 and Option 2, which vary in their path types, access points, river crossings, connectors, ancillary path elements, and design variations. The Proposed Project spans approximately 9.6 miles in length and includes seven river crossings and nine access points: four on the west bank and five on the east bank on the river, as shown in Figure ES-3 of the Draft EIR. Additionally, the Proposed Project includes improvements to the existing access point on the west bank of the river at Atlantic Boulevard in the City of Vernon. The Proposed Project would be in close proximity (0.5 to 1 mile) to the Union Station, Chinatown Station, Pico/Aliso Station, Washington Station, Little Tokyo/Arts District Station, and Lincoln/Cypress Station.

Option 1 retains most components of the Proposed Project, with some modifications. These modifications result in a slightly longer route for Option 1, which would span approximately 10.1 miles. Option 1 would have the same path types as the Proposed Project (refer to Section 2.5.1.4 of the Draft EIR) though with some changes in locations and compositions, with 56% elevated, 9% top-of-bank, and 35% incised path types. Option 1 would cross the river six times and would have 11 access points: six on the west bank and five on the east bank, including improvements to the existing Atlantic Boulevard access point in the City of Vernon. Like the Proposed Project, Option 1 would be in close proximity to 6 Metro stations.

Option 2 would retain most components of the Proposed Project, with some changes. These modifications would result in a slightly shorter alignment for Option 2, which would span approximately 9.1 miles. Option 2 would have the same path types as the Proposed Project though with some changes in locations and compositions, with 47% elevated, 19% top-of-bank, and 34% incised path types. Option 2 would cross the river seven times and would have nine access points: four on the west bank and five on the east bank of the river, including improvements to the existing Atlantic Boulevard access point in the City of Vernon. Like the Proposed Project and Option 1, Option 2 would be in close proximity to 6 Metro stations.

The Draft EIR outlines the Project objectives, describes the Project design, operations, and maintenance. It discloses potential environmental impacts in the short-term (construction) and long-term (operations) and mitigation measures to reduce or eliminate potential environmental impacts from the Project. The Draft EIR also considers a range of reasonable project alternatives that could meet most of the basic project objectives and to substantially reduce or eliminate significant impacts associated with the Project. This includes a No Project Alternative option, Mostly-East Bank, Mostly-West Bank, Shortened Northern Path, and a Shortened Southern Path Alternative.

Figure 1 Project Map and Project Area



1.2 Project Description and Objectives

The Project would create a pedestrian and bicycling path regionally located in the center of Los Angeles County, California, and would close the longest remaining 8-mile gap between the existing Los Angeles River Greenway Trail and the existing LA River Trail along the LA River, allowing for a continuous 32-mile path extending from Griffith Park through Downtown Los Angeles to the City of Vernon and connecting to Long Beach along the LA River. Land uses within the Project study area and surrounding area are predominantly industrial or contain infrastructure such as utility and flood-control facilities, with some residential, commercial, religious, and open space land uses near the Project. The Project would improve health, economic, environmental, transportation, and equity conditions throughout and beyond the Project study area.

The Project objectives include:

> Providing, to the extent feasible, a seamless pedestrian and bicycling path between the San Fernando Valley in Los Angeles and the LA River Bicycle Path in Long Beach.

> Improving safety for pedestrians and bicyclists from existing conditions.

> Increasing access from local neighborhoods to employment centers, regional destinations, resources, and amenities, including healthcare services.

> Reducing vehicle miles traveled by allowing people to walk and bicycle on a dedicated, vehicle-separated path through and within Los Angeles County, thereby reducing trip lengths and expanding travel choices.

> Improving access to opportunity for historically under-invested communities, especially for low-income households earning less than $60,000 per year and in marginalized communities.

> Creating a path that feels safe, comfortable, and is a world-class transportation facility open to people of all ages and abilities.

> Creating a path that meets the needs of both recreational and utilitarian users.

2.0 Draft EIR Review Period Process

The following list summarizes the activities completed at the start of and during the Draft EIR Review Period process for the Project:

> Filing a NOA with the County Clerk/Recorder of Los Angeles County and with the State Clearinghouse, including a Notice of Completion (NOC) to the Governor's Office of Planning and Research's (OPR) State Clearinghouse, to formally initiate the Draft EIR review period.

> Placing legal NOA notices in newspapers of general circulation.

> Mailing the NOA to potentially affected government agencies, residents, tribal groups, and businesses to advise them of Project initiation and to invite participation in public hearings.

> Placing copies of the Draft EIR for review at local repositories in the corridor.

> Translating key documents from English to Spanish.

> Holding meetings with potentially affected and/or interested parties in the Project Area.

> Recording comments that were received at, and subsequent to, the public hearings.

Comments received during the Draft EIR Review Period process become part of the public record as documented in this summary report. The comments and questions received during the Draft EIR Review Period process will be reviewed, considered by Metro, and responded to in the Final EIR.

The first step in the Draft EIR Review Period for this Project was the filing of a NOA (California Code of Regulations, Title XIV, 15105). The NOA was filed with both the Los Angeles County Clerk and State Clearinghouse on December 18, 2025, including a NOC with the State Clearinghouse. The NOA provided notice for responsible agencies (the three cities along the corridor and Caltrans) and members of the public to transmit their comments on the content of the Draft EIR, focusing on specific information related to their own statutory responsibility, by February 2, 2026, or within 47-days of receipt of the NOA from the lead agency. A Lead Agency is defined by the CEQA Guidelines, Section 15367, as the public agency with the principal responsibility for carrying out or approving a Project. As the Lead Agency for the Project, Metro is responsible for preparing an EIR. The NOA, supplemental documents, and distribution list are available in Appendix A of this report.

The Draft EIR Public Review Period is required by CEQA policies. During the Draft EIR Public Review Period, Metro hosted three in-person public hearings and one virtual public hearing where the public was able to provide comments. The Draft EIR Public Review Period also includes consultation with resource agencies, other local, state, and federal agencies, and cooperating and responsible agencies, including the US Army Corps of Engineers (USACE). As the Lead Agency for this Project, Metro invited all interested individuals and organizations, public agencies, and Native American Tribes to comment on the content of the Draft EIR, including the Proposed Project, the route options studied, the impacts evaluated, and the evaluation methods used.

2.1 Draft EIR Review Period Notification

Per CEQA Guidelines, Section 15105, a Public Review Period is required when issuing the availability and completion of a Draft EIR. Metro hosted public hearings where the public was able to provide comments regarding the content and findings of the overall project plans. Metro conducted three in-person public hearings and one virtual public hearing during the Public Review Period. Additional details of those meetings can be found in Section 3 (Public Hearing Activities and Outcomes) of this report. Per CEQA requirements, Metro notified federal, state, county, and city agencies within the project study area, including responsible agencies, public agencies that have legal jurisdiction with respect to the Project, and other organizations or individuals that requested notice. Additionally, a copy of the NOA was filed with the Los Angeles County Clerk and State Clearinghouse. Legal advertisement notices were published in three newspapers of general circulation in the Project area, 15,046 postcards mailed, and 47,975 flyers were delivered door-to-door to residents and businesses within the study area.

2.2 Legal Ads – Newspapers

As required by CEQA Guidelines, Section 15105, legal advertisement notification of the NOA and Draft EIR Review Period for the Project was conducted in areas affected by the Project. Notices were published in three newspapers of general circulation in the affected areas as required by Section 6061 of the Government Code. The three publications listed in the table below were selected because they were the highest circulation newspapers within communities located in the Project area. All legal advertisements and proof of publication certificates are located in Appendix A of this report.

Table 1 Legal Ads

Publication	Date
Los Angeles Times	December 18, 2025
La Opinión	December 18, 2025
Daily News	December 18, 2025

2.3 Agency Notification

CEQA Guidelines, Section 15105 requires that upon completion and availability of a Draft EIR, the lead agency shall immediately send notice of that by mail or an equivalent procedure to each responsible agency, the Office of Planning and Research, and those public agencies having jurisdiction by law over natural resources affected by the Project that are held in trust for the people of the State of California.

Once notified, those agencies shall respond to the lead agency on the content of the Draft EIR and environmental issues related to their agency's area of statutory responsibility to be responded to in the Final EIR. The information shall be specified in writing and shall be communicated to the lead agency by certified mail or equivalent procedure within the Public Review Period specified in the NOA. The lead agency shall request similar guidance from appropriate federal agencies under CEQA Guidelines, Section 15105.

CEQA Guidelines, Section 15105 recommends the lead agency to provide notice of at least one public hearing to any county or city that borders on a county or city within which the Project is located, unless otherwise designated annually by agreement between the lead agency and the county or city. Metro mailed letters, including a copy of the NOA and copies of the Draft EIR and other technical reports on a flash drive, inviting relevant public agencies to participate in the public hearings and be aware of the Draft EIR Review Period.

2.4 Mailings and Other Notification Methods

To maximize public awareness, a variety of notification methods were implemented in advance of the public hearings. These included:

> Mailing bilingual (English/Spanish) notices to 15,046 addresses.

> Distributing electronic noticing to the Project database of over 6,689 contacts.

> Distributing 47,975 flyers door-to-door within the project study area.

> Advertisements on Metro's Project website.

> Obtaining paid media advertisements and earned media through organic publicly gained media, including stories from local blogs, print, and online newspapers advertising the meetings, including Rafu Shimpo and El Classificado.

Table 2 Display Ads

Paid Media Advertisements	Date
Rafu Shimpo	December 18, 2025
El Classificado	December 18, 2025

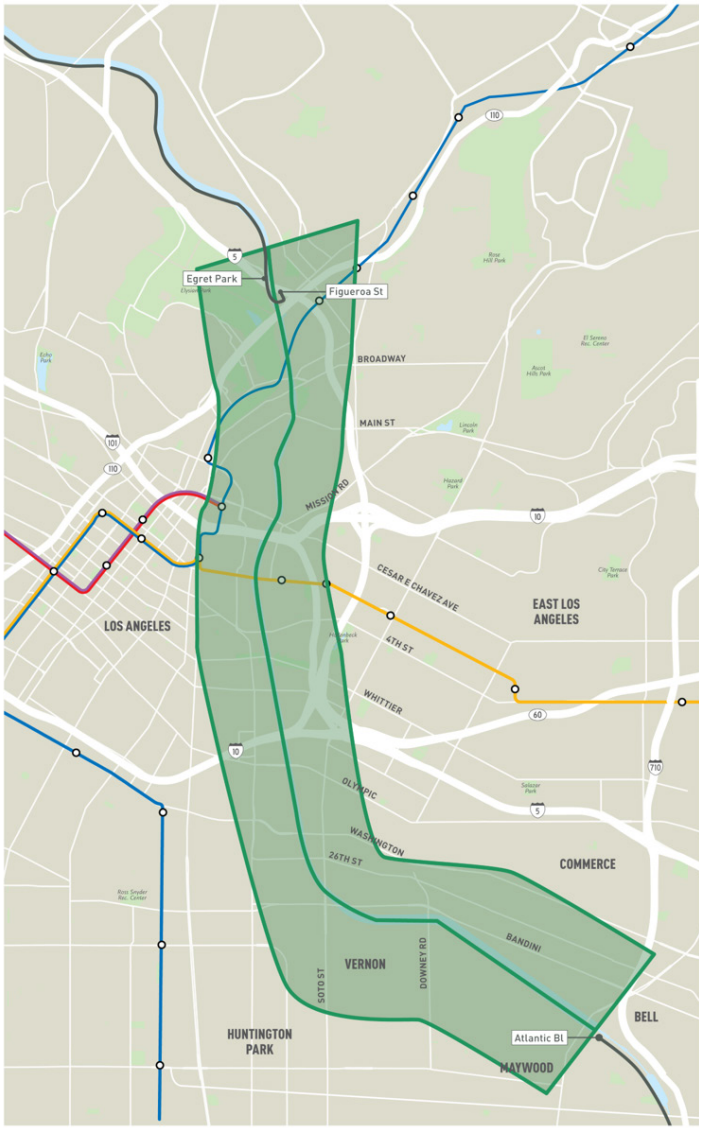
All forms of noticing provided information on the Project and public hearing details (dates, times, links, and in-language services) as well as contact information for accessing additional Project details. Additionally, notices provided information on the public comment period deadline and the various methods the public could submit comments for consideration in the Draft EIR.

All meeting notices were produced in English and Spanish, including mailing to a total of 15,046 property owners, business owners and non-owner-occupied residents, located within approximately 1-mile from each of the alignment alternatives. Notification efforts also included communicating via email with over 6,689 interested contacts in the Project's database that included contact names, organizations (if any), mailing addresses, email addresses, and contact information for all federal, state, and local elected offices and city staff within the Project area.

In addition to legally required notification mailings, notification methods included meeting flyer distribution to a total of 47,975 residents and businesses within approximately 1-mile from the alignments leading up to the public hearings. Print and online media notifications were also provided throughout the Project area during the 47-day Review Period. Additional information about these notification methods is available in Appendix A of this report. The figure below includes the areas where both flyer distributions and postcard mailing were distributed.

Figure 2A Postcard Notification Map

Los Angeles River Path—Postcard Distribution Map



Metro

Figure 2B Flyer Notification Map

Los Angeles River Path—Walking Man Map

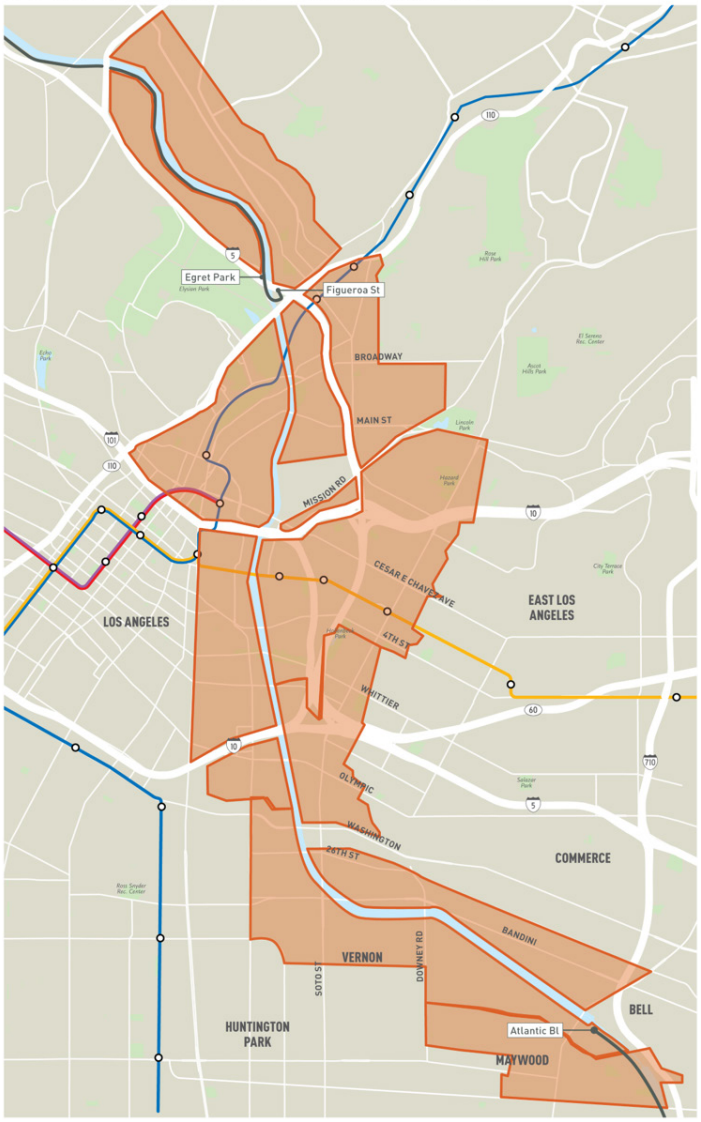


Figure 3 Draft EIR Postcard Notification



2.5 Title VI, Environmental Justice, Limited English Proficiency, and Metro's Public Participation Plan

During the Draft EIR Review Period process, accommodations were made to expand access for participants with limited English proficiency (LEP) and Metro's Equity Focused Communities (EFC). Bilingual notices were developed and distributed through several different methods, including mail delivery, flyer delivery, email, and newspaper advertisements.

Materials were developed in English and Spanish, including a Spanish online StoryMap, and translation request forms were made available prior to the public hearings. Meeting times and materials were selected to allow for greater participation of historically underserved, low-income, and hard-to-reach communities by providing a virtual public hearing and a weekend morning public hearing. All materials were tailored to reach LEP individuals, given the demographics within the Project area. Additionally, public notices included the Metro LEP phone number, which gives the public the ability to make Metro aware of any language or Americans with Disabilities Act (ADA) accommodations required for attendance at any of the public hearings. A Spanish-language interpreter with simultaneous interpretation was present at each of the three in-person public hearings and available via Zoom at the virtual public hearing.

Non-traditional, targeted community outreach efforts included in-person transit rider intercepts at high ridership transit stations and stops in the study area (refer to Section 2.7 for more information). To ensure participation of LEP and EFCs communities, Metro applied additional efforts in notifying communities of the public hearings and Review Period and developed a separate online StoryMap presentation in Spanish to elicit feedback on the Project from LEP individuals, as well as to broaden the dialogue about the Project with the general public. The online StoryMap presentation was available for review in English and Spanish throughout the Review Period. Additionally, the Review Period was set to 47 days to provide adequate opportunity for review of materials and to provide feedback during the holiday period.

2.6 Tribal Consultation

In accordance with California Assembly Bill 52 (AB 52), which, among other factors, resulted in updates to the CEQA Guidelines Initial Study Checklist to include questions related to impacts to tribal cultural resources, Metro notified Native American tribes traditionally and culturally affiliated with the geographic area of the proposed Project on December 18, 2025. Consultation with an affiliated tribe is required within 30 days of receiving a request for consultation. Metro notified the following tribal organizations: Gabrielino Band of Mission Indians – Kizh Nation, Gabrielino/Tongva San Gabriel Band of Mission Indians, Gabrielino/Tongva Nation, Gabrielino Tongva Indians of California Tribal Council, Gabrielino-Tongva Tribe. The outreach letter mailed by Metro can be found in Appendix A of this report.

2.7 Transit Rider Intercepts

Outreach efforts to existing transit riders were conducted to help ensure that those taking transit within the study area were aware of the project and had opportunities to provide feedback during the Draft EIR Review Period. To accomplish this effort, transit riders were interviewed at key high-ridership rail stations and bus stops throughout the study area.

Table 3 Transit Rider Intercepts

Rail Station/ Bus Stop Location	Date	No. Of Transit Riders
Mariachi Plaza Station	January 14, 2026, 6 am – 10 am	50
Lincoln/ Cypress Station	January 15, 2026, 8 am – 10 am	50
Little Tokyo/ Arts District Station	January 20, 2026, 8 am – 10 am	80
Chinatown Station	January 20, 2026, 4 pm – 6 pm	100
52nd St/ Atlantic	January 22, 2026, 3 pm – 7 pm	110
	Total	**390**

3.0 Public Hearing Activities and Outcomes

3.1 Public Hearings

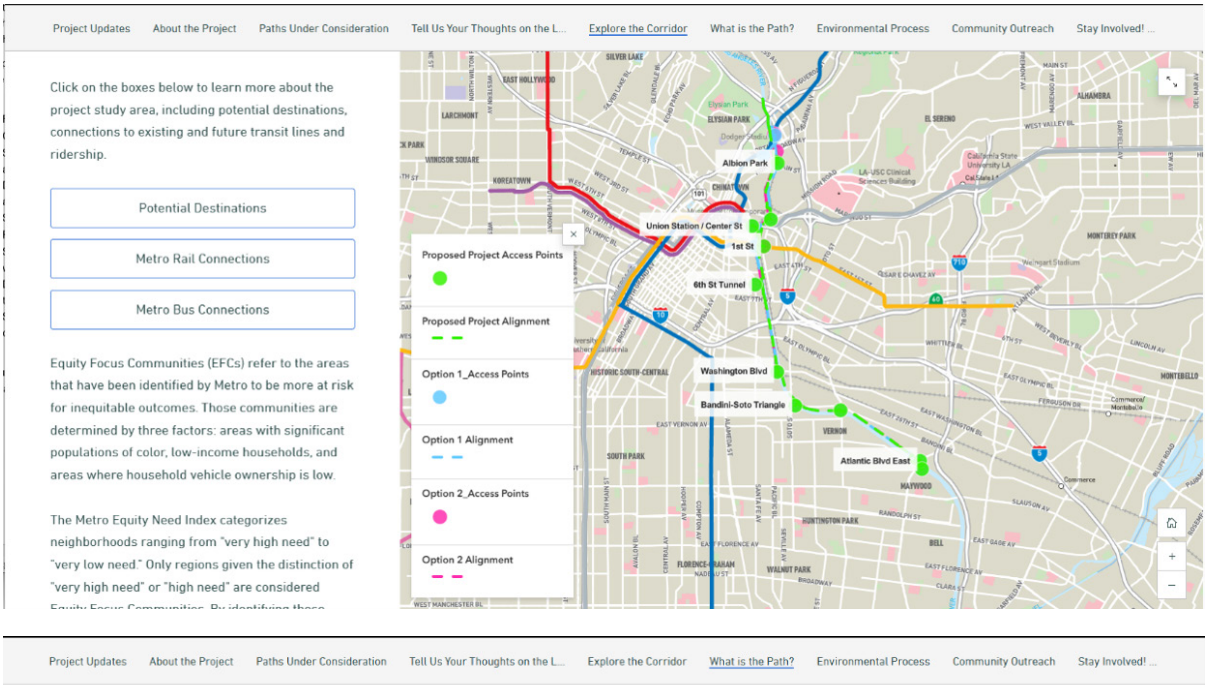
In accordance with CEQA guidance, Metro conducted four public hearings (three in-person and one virtually on Zoom) during the 47-day Review Period. Notification of the public hearings was conducted in compliance with CEQA guidelines and as outlined in Sections 1 and 2 of this report. More information on the public hearings, including dates and attendance can be found in Table 5 of Section 3.2.

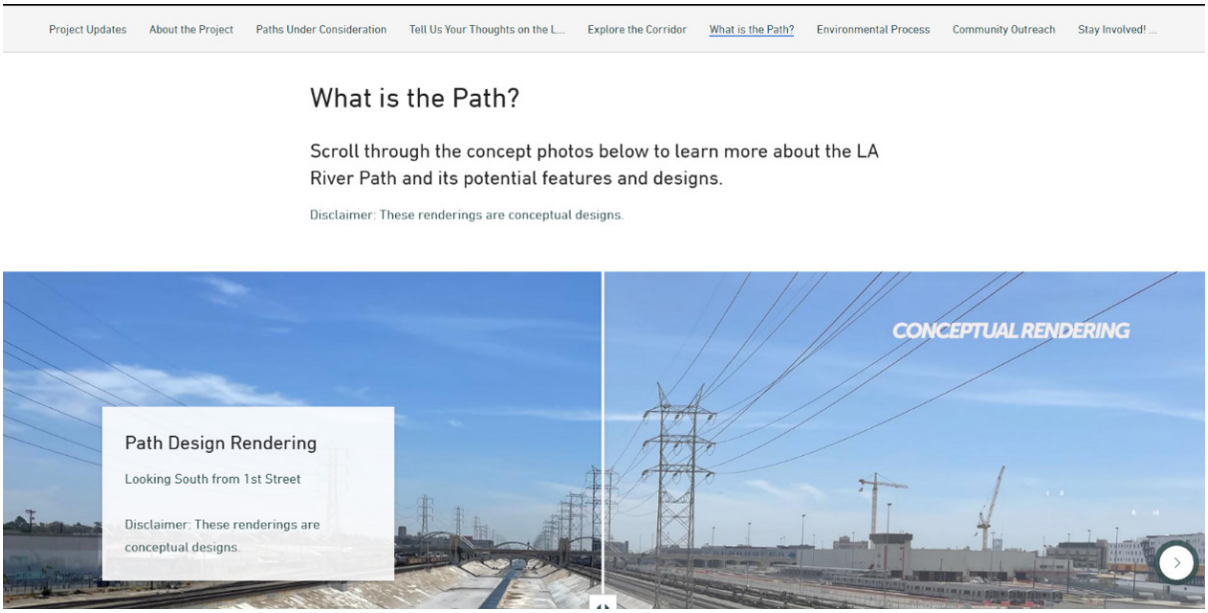
All in-person public hearings were held in the same format, consisting of an open house with display boards, a presentation by the project team on the Project, alignments and options considered, environmental impacts and mitigations, copies of the Draft EIR, and a court reporter and comment station, followed by a public comment period where individuals from the public could provide oral comments for the record. For those choosing not to speak publicly, comment cards and a court reporter were available throughout the public hearings for the public to provide oral and written comments. The virtual public hearing consisted of a presentation followed by a public comment period where individuals could virtually raise their hand and provide oral comments on the record. Additionally, for those choosing not to speak publicly, a Q&A feature was enabled during the virtual public hearing for the public to write in comments and ask clarifying questions directly on the Zoom platform. A phone number was also available during the virtual public hearing so that those dialing in on their phones could provide text comments.

An online StoryMap presentation was developed and made available throughout the Review Period that provided information on the Project, environmental process, and interactive maps of the alignments and options in both English and Spanish. Figure 4 below is a screenshot of the StoryMap made available during the Public Review Period and included in notices to the public. The StoryMap enabled the public to access materials traditionally available only during in-person settings at the public's convenience from their homes. This format continued to support Metro's goal of providing a safe and equitable environment for all participants and viewpoints.

In addition, a PlanEngage site was created as an engagement tool that provided access to the entire Draft EIR in an interactive and easy-to-use interface. The PlanEngage site also served as a platform for community members to add their public comments. The site was available in English and included a welcome page with step-by-step instructions on how to navigate the site and provide comments. It also included a tab for the Spanish translation of the Executive Summary. The entire platform was also compatible with built-in translation functions in community members' Internet browsers. Members of the public could use the site to view the Draft EIR in detail and navigate to specific areas of interest using the built-in tabs. Additionally, select maps in the PlanEngage site were interactive.

Figure 4 Online StoryMap Presentation





Materials provided at all the public hearings and online StoryMap presentation included the Project alternative maps, environmental process information, the Draft EIR and non-CEQA technical reports, Project impacts and mitigations, and examples of potential path features. All materials provided at the meetings, including the presentation, were also made available on the Project website (www.metro.net/lariverpath).

Government agencies, elected officials, and special districts (such as public utilities and school districts) were also invited to attend any of the in-person and virtual public hearings. Table 4 below summarizes the various government agencies, elected officials and special districts in attendance at each of the meetings.

Table 4 Government Agencies, Elected Officials, and Special Districts Represented at the Public Hearings

Meeting	Representative Organization
Public Hearing #1 Lincoln Heights – January 21, 2026, 6:30 – 8:30 pm	> None present
Public Hearing #2 Maywood – January 27, 2026, 6:00 – 8:00 pm	> City of Maywood
Public Hearing #3 Virtual – January 29, 2026, 6:00 pm – 8:00 pm	> City of Los Angeles Council District 1 Staff > City of Los Angeles Council District 14 Staff > Los Angeles Department of Water and Power (LADWP) > Los Angeles Department of Transportation (LADOT) > Caltrans District 7
Public Hearing #4 Boyle Heights – January 31, 2026, 10:00 am – 12:00 pm	> None present

3.2 Public Participation

A total of 156 stakeholders signed into the public hearings during the Review Period. Some stakeholders did not sign in when attending the public hearings, so the total number of stakeholders in attendance at the public hearings may be more than 156. A total of 102 comments were received at the public hearings via verbal public comment and written comment during the in-person and virtual public hearings.

Table 5 Public Participation by Public Hearing

Public Hearing	Date	No. Of Attendees	No. Of Comments*
Public Hearing #1 – Lincoln Heights	January 21, 2026 6:30-8:30pm	28	Verbal Comments: 6 Written Comment Cards: 3
Public Hearing #2 – Maywood	January 27, 2026 6-8pm	23	Verbal Comments: 19 Written Comment Cards: 9
Public Hearing #3 – Virtual	January 29, 2026 6-8pm	86	Verbal Comments: 24 Written Zoom Q&A: 12
Public Hearing #4 – Boyle Heights	January 31, 2026, 10am-12pm	19	Verbal Comments: 17 Written Comment Cards: 11
	Totals	**156**	**Verbal Comments: 66** **Written Comments: 35**

**Number of verbal comments includes both verbal comments provided by microphone or through Zoom during the public comment portion of the public hearings and written comments provided directly to a court reporter or the Zoom Q&A function.*

4.0 Summary Draft EIR Review Period Comments

Throughout the duration of the Draft EIR Review Period, a total of 433 comment submissions (encompassing approximately 880 individual, delimited comments) were received through five methods, including via the Project email address, written public meeting comments, oral public hearing comments (including via court reporter and Zoom), PlanEngage online comments, and through the Project phone line. Comments were accepted approximately two weeks after the Draft EIR Review Period close date of February 2, 2026, to provide a grace period. The sections below provide a breakdown of these comments by source, which communities they address, environmental topics, preferences on alignments and whether they are from agencies/elected offices.

A breakdown of the number of comments collected via each method is included below:

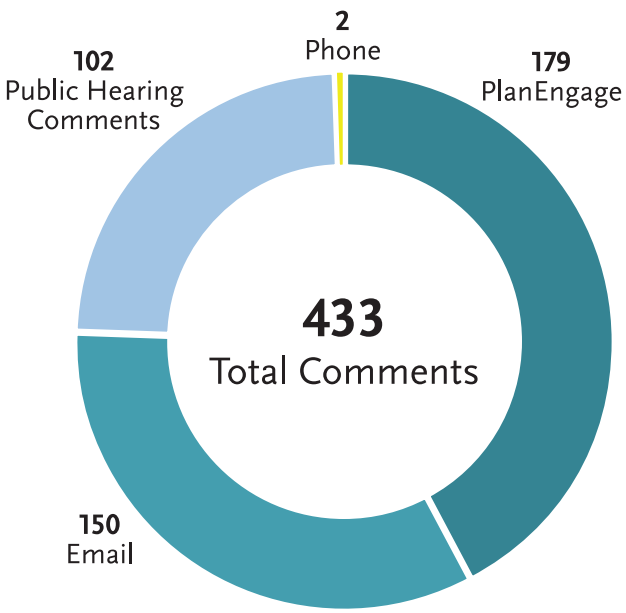
> 150 comments via email.

> 179 PlanEngage online comments.

> 2 calls via the information phone line.

> 102 written and oral public comments at the public hearings.

Figure 5 Comments by Source



4.1 Summary of Comments from Agencies

Per CEQA requirements, responsible and trustee agencies were provided with sufficient information on the Project and potential environmental effects to enable them to provide meaningful responses or comments related to their areas of statutory responsibility. A total of 14 agency comments were submitted during the comment period.

Table 6 Agency Comments

#	Agency	Date Submitted
1	Southern California Regional Rail Authority (SCRRA)	12/30/26
2	California Public Utilities Commission (CPUC)	1/15/26
3	California Department of Fish and Wildlife	1/26/26
4	Metropolitan Water District of Southern California	1/26/26
5	Mountains Recreation and Conservation Authority	1/26/26
6	Los Angeles Unified School District	1/29/26
7	Los Angeles County Sanitation Districts	1/30/26
8	City of Vernon	2/2/26
9	Los Angeles Department of Water & Power	2/2/26
10	Caltrans District 7	2/6/26
11	Gateway Cities Council of Governments	2/16/26
12	U.S. Army Corp of Engineers	3/2/26
13	LADOT, DCP, and BOE	3/5/26
14	City of Los Angeles Council District 1	3/6/26

The following are sample excerpts from feedback received from agencies:

Southern California Regional Rail Authority (SCRRA)

> Supports the project for improving connectivity between biking infrastructure and regional rail.

> Highlights the presence of active, high-frequency rail operations in the corridor and the need to ensure compatibility with existing and future rail activity.

> Recommends design and safety measures near rail corridors.

> Advises coordination on crossings, utilities, and construction activities with SCRRA and the CPUC.

> Emphasizes proper drainage, landscaping restrictions, lighting, and submission of detailed plans for review.

> Suggests studying noise impacts from train operations and considering mitigation measures such as sound barriers.

California Public Utilities Commission (CPUC)

> Acknowledges jurisdiction over rail crossings and role in ensuring safety for crossings along the proposed bike path.

> Notes that the project will run parallel to multiple active rail lines and pass over/under several grade-separated crossings and provides a list of those rail lines/crossings.

> Recommends evaluating the impacts of increased pedestrian and bicycle traffic near rail infrastructure and implementing, safety improvements.

> Advises incorporating ADA-compliant design, restricted access to rail tracks with fencing or other deterrence measures, and adequate lighting along the path.

> States that any crossing modifications will require CPUC authorization and should align with environmental justice goals, including safety, public health, and equitable community access.

City of Los Angeles Council District 1

> Supports Option 1 and the Mostly West project alternative. As a secondary option, an access point near Spring Street must be prioritized, as this location leverages existing and planned bicycle paths and avoids hazardous at-grade crossings with the heavy rail lines along Main Street.

> Notes that if the Naud Street access point alternative is implemented, extensive signage must be provided to guide cyclists along Spring and Main Streets.

> Urges selection of a full-length alternative that closes the 8-mile gap, with consideration of phasing, value engineering, and flexibility for future access points.

> Opposes routing through the Lincoln Heights Jail site, suggests using Avenue 19 bike lanes if needed.

> Emphasizes key design considerations, including wider paths, accessibility for all users, minimal sharp turns, and incorporation of shade and native landscaping for climate resilience.

> Recommends enhanced safety features, including solar lighting, emergency call boxes, and avoiding hazardous crossings.

> Mentions extending Metro's Ambassador program for safety and user support.

Metropolitan Water District of Southern California

> Concern with potential impacts to these facilities and rights-of-way that may result from the implementation of the proposed Project and assert that they be allowed to maintain rights-of-way and access to their facilities and properties at all times for repair and maintenance.

> Requires that any design plans for any activity in the area of Metropolitan's pipelines or facilities be submitted for review and written approval and note that property rights must be obtained from Metropolitan for any project activities within Metropolitan's property.

Los Angeles Unified School District

> Concerns around the project's environmental impact on students and residents within the 15 District sites and schools located in the Project's study area.

> Requests close coordination during construction to minimize disruptions to schools, including scheduling work during non-school hours and involving District representatives in planning.

> Emphasizes protecting students and staff from air quality impacts through strict dust control, low-emission equipment, and limiting construction during school sessions.

> Raises concerns about hazardous materials and recommends routing construction traffic away from school sites.

> Highlights need to mitigate noise and vibration, including adhering to District noise standards, installing noise barriers, and scheduling loud activities outside school hours.

> Stresses maintaining safe and efficient traffic conditions, ensuring school bus access, and avoiding delays or disruptions to school transportation.

> Calls for strong pedestrian safety measures, including safe routes to schools, traffic controls, crossing guards, and restrictions on construction vehicle staging near schools.

> Underscores importance of ongoing communication with school administrators and prioritizing student safety throughout the project.

Gateway Cities Council of Governments

> Strongly supports the project goal to create a 32-mile continuous active transportation corridor.

> Emphasizes that the project would benefit Southeast LA communities facing major environmental justice, air quality, public health, and connectivity challenges.

> Recommends a short-term gap closure strategy advanced by Festival Trail to create a channel bikeway using existing Measure M funding before the LA 28 Olympics.

> Recognizes this short-term connection as complementary to the long-term project as opposed to a replacement.

> Supports advancement of fully integrated, grade-separated path in the future while encouraging pursuit of immediate opportunities to improve transportation access before 2028.

U.S. Army Corp of Engineers

> Notes that the proposed project would modify portions of the U.S. Army Corps of Engineers' LA River Ecosystem Restoration (LARER) Project.

> Notes that the proposed path must not adversely affect the hydraulic capacity of the Los Angeles River.

> Cautions that the bottom-of-channel alternative presents life safety concerns and may require additional access ramps and notes that path segments that include piers or are incised into levee embankments may require review beyond the district level.

> A risk-based analysis may be required if submitting a Section 408 permission request.

> Homeless encampments will not be permitted along the bike path or within the channel invert and recommends coordination with LAHSA.

> Requests the development of an Operations & Maintenance (O&M) manual and states that USACE will not assume additional O&M responsibilities.

> Advises alternative alignments at the top of bank or outside of the Los Angeles River channel should be considered to address hydraulic and safety concerns.

Los Angeles Department of Water & Power (LADWP)

> Raised concerns that the project could significantly impact LADWP facilities, including transmission lines, service roads, and the Main Street General Construction Headquarters, which LADWP will not allow to be used.

> LADWP emphasized that the project must not interfere with the LA100 renewable energy initiative or compromise system reliability.

> Strict requirements were outlined for maintaining access roads, safety clearances, and protection of power infrastructure, with concerns about construction risks near transmission towers.

> LADWP called for clear identification of project ownership and responsibility for operations, maintenance, and liability.

> Concerns that impact to utilities may be greater than stated in the Draft EIR and should potentially be classified as significant, requiring further environmental review.

Caltrans

> Supportive of the goals of the project and specifically supportive of project alternatives that fully close the 8-mile active transportation gap along the LA River.

> Recommends studying "perceived risk" for path users, such as enclosed or dimly lit areas along the path. This will help determine what types of safety features might be needed (CCTV, call boxes, pedestrian scale lighting, gated access, etc.).

> Question if any bike racks or rest areas are being considered at locations along the actual route.

> Offer to partner with Caltrans planners and engineers on implementing design elements that improve safety and mobility.

> Notes the need for a permit at locations where the project interacts with State ROW.

City of Vernon

> Supportive of the project goals.

> Urges safety measures for pedestrians and cyclists on the path, especially in industrial environments. Recommends considering lighting, clear sightlines, emergency call stations, and safe separation from vehicular traffic.

> Request for Metro to articulate specific design standards and mitigation measures that will ensure user safety throughout the corridor, particularly near industrial facilities and access points.

> Concerns from local commercial and industrial businesses include potential unauthorized access, trespassing, theft, and operational disruptions. Calls for detailed security strategies in affected Vernon segments and design that avoids inadvertent access points into private properties or sensitive industrial infrastructure.

> Recommends formal coordination with local law enforcement and emergency responders for the path segments within the City of Vernon's jurisdiction.

California Department of Fish and Wildlife

> Raises concerns about potential impacts to sensitive species, particularly the endangered least Bell's vireo, and recommends updated surveys and mitigation measures, including possible permits for species "take."

> Notes potential impacts to the LA River's hydrology, streambed, and water quality, requiring notification and possible permits for any alterations.

> Recommends implementing best management practices to control erosion, sediment, and pollution, and avoid harmful materials in habitat areas.

> Calls for additional hydrology studies to assess impacts on flow, erosion, and downstream conditions.

> Emphasizes need for comprehensive mitigation, monitoring, and reporting plans to address biological impacts.

> Requires reporting of any special-status species findings and documentation of injured or dead wildlife during construction.

> Notes that project approval will require compliance with environmental regulations, permits, and associated filing fees.

Los Angeles County Sanitation Districts

> Notes responsibility for regional sewer infrastructure and requests detailed project plans for review before providing approvals.

> Requires coordination to identify and address sewer facilities within the project area, including use of GIS tools and submission of plans.

> States that approval is required for any construction near or over sewer lines or within sewer easements.

> Directs project proponents to follow established buildover procedures and coordinate with District staff prior to construction.

Mountains Recreation and Conservation Authority

> Notes that it is one of two state conservancies that have jurisdiction in the Los Angeles River watershed.

> Recommends increasing the number and frequency of access points (ideally every 0.5–1 mile).

> Support access points proposed in Options 1 and 2, such as those connecting to Ed P. Reyes River Greenway and LA State Historic Park.

> Encourages stronger integration with existing and future open space assets, including key sites like state parks and planned restoration areas.

> Supports design features that include wider path edges, green space, and amenities to improve safety, comfort, and user experience.

> Emphasizes importance of fully closing the 8-mile gap and discourages phased approaches that delay complete connectivity.

> Acknowledges high project costs but supports pursuing cost-effective design solutions while maintaining core project goals.

> Stresses need for timely project delivery to maximize public benefits.

> Urges identification of a dedicated long-term operator for the project, with sustained funding as a top priority.

Los Angeles Department of Transportation (LADOT), Department of City Planning (DCP), and Bureau of Engineering (BOE)

> Strong overall support for the LA River Path Project and emphasis on advancing a full-length alternative that closes the entire 8-mile gap.

> Does not support shortened alternatives.

> Recommends frequent, well-distributed access points on both riverbanks, especially in Equity Focus Communities, and strong connections to transit (including Union Station) and existing/planned bike networks.

> Prefers top of bank and incised path designs over elevated structures due to safety, urban design, and maintenance concerns. Recommends wider paths (16–20 ft) for multi-modal use.

> Notes that bottom of bank designs that are vulnerable to flooding or that limit lighting and access are not preferred.

> Calls for enhanced design quality and amenities, including shade, lighting (solar/dark-sky compliant), wayfinding, landscaping, emergency infrastructure, and restrooms.

> Stresses need for regional coordination with major projects such as Link US and compliance with City design/zoning regulations.

> Raises concerns about operations, maintenance, and ownership, urging Metro to clearly define responsibility and funding, with no assumed City burden without agreement.

> Recommends thorough evaluation of environmental impacts, utility coordination, and long-term maintenance costs in the Final EIR.

4.2 Summary of Comments from Stakeholder Groups

The following come from each comment submitted by 18 stakeholder groups, including local businesses, homeowners' associations, special associations, and other groups. The excerpts below highlight key themes in each of the comments submitted. Stakeholder Groups are generally supportive of the project but highlight concerns regarding budget, the length of the project timeline, and safety amenities.

Table 7 Stakeholder Comments

#	Agency	Date Submitted
1	IBEW Local 11	12/30/25
2	South Pas Active	1/10/26
3	Downtown Los Angeles Neighborhood Council (DTLANC)	1/16/26
4	Arts District Little Tokyo Neighborhood Council	1/27/26
5	People for Mobility Justice	1/27/26
6	SELA Bicycle Center	1/27/26
7	South East LA Collaborative	1/27/26
8	Valley Industry & Commerce Association (VICA)	1/28/26
9	Walk 'n Rollers	1/29/26
10	Friends of the LA River	1/31/26
11	BikeLA	1/31/26
12	Bike Long Beach	1/31/26
13	Move LA	2/2/26
14	Festival Trail	2/2/26
15	East Yard Communities for Environmental Justice	2/2/26
16	Los Angeles WaterKeeper	2/2/26
17	League of Women Voters of Los Angeles County	2/3/26
18	Boyle Heights Neighborhood Council	3/19/26

The following are sample excerpts from feedback received from stakeholder groups:

IBEW Local 11

> Supports project for its potential to improve public health and community cohesion.

South Pas Active

> Supports in-channel option as the most feasible and cost-effective.

> Emphasizes need for completion before the 2028 Olympics and improved regional bike connectivity.

Downtown Los Angeles Neighborhood Council (DTLANC)

> Strongly supports the project as a critical regional connection that closes the bike path gap, enhances mobility, and provides access to recreation and open space.

> Urges prioritizing connectivity in implementation, focusing first on linking existing northern segments and expanding south into Downtown LA.

> Supports west-bank alignment (Alternative 1) to maximize access and usage, particularly for dense communities like the Arts District and Little Tokyo.

> Recommends increasing access points and connections to key streets (e.g., 7th Street, Olympic Blvd) and integrating future development opportunities.

> Emphasizes safety and design features, including lighting, emergency systems, and durable, low-maintenance infrastructure.

> Raises concerns about reliance on privately owned public spaces (POPS) and stresses the need to maintain fully public access.

> Highlights importance of a strong operations and maintenance plan, recommending partnerships (e.g., MRCA) over sole City responsibility.

> Supports enhanced public safety strategies, including ranger programs and coordinated oversight along the river corridor.

Arts District Little Tokyo Neighborhood Council

> Supportive of project goals.

> Concern around the proposed budget of $1.1 to $1.3 billion exceeding the Measure M allocation of $365 million.

> Recommends Metro pursue alternative delivery methods, including public-private partnerships, and requires an evaluation of lower-cost design proposals, including in-channel bike path options.

> Urges the project be delivered in a timely manner consistent with regional priorities.

People for Mobility Justice

> Raises questions about safety improvements and infrastructure changes around access points, including road diets.

SELA Bicycle Center

> Expresses strong support and excitement for the project.

> Recommends wider paths to accommodate all users and improved signage and wayfinding.

> Requests for increased community outreach and extended comment period.

> Suggests opening completed sections as soon as construction finishes.

South East LA Collaborative

> Requests extension of the public comment period.

> Encourages more in-person engagement with local leaders.

Valley Industry & Commerce Association (VICA)

> Supports completing the project in a fiscally responsible manner consistent with Measure M funding through the in-channel construction option.

> Emphasizes the importance of closing the bike path gap within existing funding and a predictable timeline.

> Notes that the in-channel design would significantly reduce costs associated with land acquisition, utility relocation, and permitting.

Walk 'n Rollers

> Supports in-channel option as the most efficient, affordable, and timely approach.

> Emphasizes community-building benefits and Olympic timeline.

Friends of the LA River

> Strong support for the project, emphasizing the importance of improving both transportation and the surrounding river environment.

> Recommends incorporating native landscaping and habitat features to enhance biodiversity, reduce heat, and support ecological functions.

> Suggests integrating Indigenous cultural recognition elements, including signage and design features that acknowledge local tribal history.

> Highlights need for clearer signage, safer path design, better lane separation, additional trash receptacles, and emergency infrastructure to improve safety and user experience.

BikeLA

> Supportive of project objectives, however, argues that the proposed path alternatives extend the project timeline.

> To avoid project timeline delays, BikeLA recommends evaluating the in-channel path alternative.

> Refers to CEQA Guidelines to evaluate feasible options that could better achieve project objectives by reducing implementation time.

Bike Long Beach

> Supports an in-channel option for the path.

> Notes that this alternative can be built with existing funding and can be built quickly.

> Refers to Hydrological studies that confirm that the in-channel path built six inches above the floor of the channel can be used 350 days of the year as well as the Arroyo Seca path and Peters Canyon Trail (in Orange County) that are located in channel.

> Highlights that this option can be built by 2028.

Move LA

> Supports the in-channel alternative as the only feasible option within existing funding.

> Emphasizes urgency, faster construction timeline (as early as 2028), and accessibility benefits, including safety for all users. Notes that partial-year closures due to flooding are preferable to project delays or completion.

Festival Trail

> Comments on concerns around project delay and cost estimates of the options studied in the Draft EIR.

> Highlights that earlier studies (since 2014) found the in-channel bike path to be feasible, cost-effective, and strongly supported, but it was not advanced.

> Argues that current alternatives studied in the Draft EIR are overly complex, significantly over budget, and delayed compared to initial projections.

> Claims the proposed alternatives do not meet Metro's own criteria for feasibility, particularly regarding cost and constructability.

> Advocates for reconsideration of the in-channel alternative as a superior option that could be built faster, at lower cost, and still meet project goals.

> Challenges the Draft EIR's rejection of the in-channel option, stating concerns about flooding, safety, access, and design are speculative and inconsistent with how other alternatives are evaluated.

> Emphasizes that an in-channel path would still improve connectivity and mobility compared to existing conditions, even with potential limitations like periodic flooding.

East Yard Communities for Environmental Justice

> Requests extension of public comment.

> Raises concerns about construction impacts, including noise, air quality, hazardous materials, and soil contamination.

> Emphasizes need for safety improvements, full project connectivity, and year-round accessibility.

> Advocates for increased green space, culturally relevant community design, and inclusion of tribal communities.

> Highlights dangerous traffic conditions near access points and need for infrastructure improvements.

> Requests more outreach, multilingual engagement, and youth engagement.

Los Angeles WaterKeeper

> Supports the project for improving connectivity, recreation, and safe, vehicle-free mobility along the LA River

> Raises concerns about adding permanent concrete infrastructure that could limit future river restoration and naturalization efforts.

> Urges selection of alternatives that minimize impacts on long-term ecological goals, including habitat, water quality, and climate resilience.

> Emphasizes the importance of aligning the project with ongoing and future restoration initiatives rather than hindering them.

> Notes potential long-term cost and feasibility challenges if new infrastructure must later be modified or removed.

> Encourages expansion of similar multi-modal path improvements along the full length of the LA River to ensure equitable access.

League of Women Voters of Los Angeles County

> Raises concerns about flood risk and climate impacts associated with in-channel construction.

> Supports alternative approaches that reduce concrete use and improve river capacity during storm events.

> Emphasizes need for long-term, climate-resilient design.

Boyle Heights Neighborhood Council

> Strongly recommends advancing Option 2, a new station entrance at E 1st St/Mission and the "Mostly East Bank" alignment as the preferred alternative.

> Recommends adding multiple new access points (e.g., 4th St, 7th St, Olympic Blvd, Washington Blvd) to enhance connectivity and provide safer alternatives for cyclists in high-risk corridors.

> Advocates for inclusion of local vendors through dedicated kiosks and funding programs to modeled after CALCRG to support Boyle Heights businesses and economic opportunities.

> Emphasizes need for strong safety, lighting, and design features, including cameras, solar lighting, and eliminating low-visibility areas.

> Recommends incorporating shade, heat-reducing materials, and greenery to improve comfort and environmental resilience.

> Calls for continued community engagement and collaboration to ensure equitable benefits for Boyle Heights residents.

4.3 Summary of Comments from Community Members

Metro received a total of 433 comments during the Draft EIR Review Period, which are summarized below. Public comments were received through five primary means including: 102 oral and written comments during the public hearings, 179 through written comments submitted to the online PlanEngage website, 150 comments received electronically through Project email, and 2 transcribed comments received on the Project's telephone line.

The majority of community members generally indicated support for the Project during the Draft EIR Review Period. Community members also identified several areas of concern, such as budget, safety, and maintenance as well as potential path amenities for consideration in the final design.

4.3.1 Categories of Comments

Other comments received from the communities focused on the following concerns below:

> **Aesthetics, Community Character, and Quality of Life:** Many comments suggest the Project would be a valued resource to many communities. Feedback on this subject highlighted:
  > Attractive landscaping and green spaces.
  > Consistent and dependable maintenance.
  > Respect for tribal areas.
  > Preservation of cultural heritage.
  > Added amenities such as shade, seating, water fountains, and restrooms.

> **Biological Resources:** The Project should consider actively protecting and restoring local ecology where applicable. Feedback on this subject highlighted:
  > Native plant beds and functional habitats to enhance biodiversity.
  > Alignment with existing regional ecosystem restoration goals.
  > Minimization of light pollution to protect nocturnal wildlife.
  > Educational signage highlighting Indigenous and endemic species.

> **Budget/Cost:** Many comments emphasized for the Project to consider fiscal responsibility and built without further delay. Feedback on this subject highlighted:
  > Project completion within the budget and available funding.
  > Consideration for narrower path widths as a cost-effective planning option.
  > Reconsideration for the "In-Channel" path design.
  > Limiting the number of access points to reduce costs.
  > Utilizing existing City/County systems for long-term maintenance.

- **Businesses:** Some comments suggested how the Project could provide economic resources and opportunities for the local communities. Feedback on this subject highlighted:
  - Dedicating vendor and commercial spaces exclusively to local small businesses.
  - Partnering actively with local non-profits and Indigenous organizations to implement environmental and cultural enhancements.
- **Construction:** Concerns and suggestions were raised to reduce construction impacts and ensure an on time completion. Feedback on the subject highlighted:
  - Expediting the construction timeline to ensure timely completion.
  - Mitigation of construction-related noise, vibration, air pollution, and hazardous soils.
  - Coordination with existing infrastructure and other regional initiatives.
- **Environmental Justice:** Some comments emphasized the need for mitigation to prioritize communities disproportionately affected by environmental burdens. Feedback on this subject highlighted:
  - Mitigation of construction-related impacts to suppress hazardous materials in the local community.
  - Integration of ecological features to support conservation efforts.
- **Landscape/Greenspace:** There is a unified perspective among stakeholders that the Project should enhance the natural environment and provide increased access to green space. Feedback on this subject highlighted:
  - Creation of safe, navigable, and well-landscaped access routes.
  - Designing smooth, paved surfaces for diverse active transportation users (like cyclists, pedestrians, and inline skaters).
- **Outreach:** Comments from the East Yard Communities for Environmental Justice voiced concerns and suggestions for additional public engagement and outreach. Feedback on this subject highlighted:
  - An extension of the public comment period.
  - Additional targeted stakeholder engagement.
  - More information about the project's timeline and board presentation dates.
- **Property:** Comments emphasized the need for coordination with adjacent properties, agencies and utilities. The feedback that was submitted highlighted:
  - Protection of existing critical infrastructure.
  - Maintained access for existing utility and transit facilities.
  - Inter-agency coordination during project construction phase to avoid disruptions or damage to property.
  - Inclusion of clear legal and operation boundaries discussing rights-of-way and easements.
- **Safety/Security:** Many comments voiced the need for prioritizing safety and security features in the Project design. Feedback on this subject highlighted:
  - Wide paths for different speeds and modes (e.g. pedestrians, electrical vehicles, skaters).
  - Consistent and adequate lighting under bridges and tunnels, ensuring visibility.
  - Dedicated emergency infrastructure.

- **Air Quality:** Concerns raised about air pollution during construction and operation, and suggestions for reducing air quality impacts. Feedback on this subject highlighted:
  - Utilizing zero-emissions technology and equipment during the construction phase to minimize localized air, noise, and vibration impacts.
  - Implementing strict measures to prevent the airborne spread of hazardous particulate matter and contaminated soils during excavation, particularly near historic rail yards and highly polluted industrial corridors like Boyle Heights.
  - Protecting historically marginalized and burdened communities from the cumulative health impacts of existing environmental pollution combined with new construction-related emissions.
- **Alignment Alternatives and Path Type:** Many comments suggested varied alignment preferences and suggestions, as well as design ideas. While opinions on specific placements differ, feedback on this subject highlighted:
  - An in-channel path type to reduce costs and expedite the project timeline.
  - Overall support for the project, including a few preferences for Options 1 and 2 alignment.
  - Mixed comments on path width included both the support for the wide path to accomodate safe separation of modes, and narrow 10-12 ft path width to reduce cost of project.
- **Path Amenities:** Comments emphasized the need for path amenities, like restrooms, drinking fountains, lighting, among others. Feedback included:
  - Incorporating shade coverage and access to public drinking water/water fountains.
  - Installation and maintenance of public restrooms along the route.
  - Installation of bike share station along the path.
  - Installation of lighting to increase visibility while limiting color temperate to minimize light pollution.
- **Hydrology/Flood Risk:** Some comments voiced suggestions for managing water quality and water flow during construction and operation. Feedback on this subject highlighted:
  - Transparent assessment and mitigation of hydrology and water quality impacts.
  - Protecting the new infrastructure from heavy rain and high-water flows.
  - Minimizing the installation of bulky concrete structures that could impede natural water flows or damage ecological restoration.
- **Time Efficiency:** Many comments suggested expediting the Project and reducing any further delays to reduce the Project timeline. Feedback on this subject highlighted:
  - Expediting the project timeline ensuring completion and full usability as soon as possible.
  - Prioritizing a functional and value-engineered path over complex and expensive designs.
  - Project completion before the Los Angeles 2028 Olympics and Paralympics.
- **Access Points and Connectivity:** There is an overall desire to have more accessible access points along the chosen route, no matter which alignment is chosen. Comments related to this topic included preferences for potential additional entrances to be considered and/or connectivity at the following locations, listed in order of frequency of mention:
  - Boyle Heights
  - Vernon
  - West Bank
  - LA State Historic Park
  - East Bank
  - Olympic Boulevard
  - Arts District.

5.0 Next Steps

The comments and questions received during the Draft EIR Review Period will be analyzed and responded to in the Final EIR and considered in the recommendation to the Metro Board of Directors for a Locally Preferred Alternative (LPA). The Metro Board of Directors is anticipated to meet in fall 2026 to vote for an LPA during a public Board meeting. It is anticipated that the Final EIR will be available for review and public comment in 2027. Outreach activities and efforts will be available throughout the Project. Metro will share responses to common community concerns and questions on the Project website (**metro.net/lariverpath**).

Attachment F

Figure F-1: Modified Option 2 LPA alignment



- **Full 8-miles gap closure**
  - ✓ Alignment: Option 2 (70%); Modified (30%)
  - ✓ 10 Access Points
  - ✓ 3 Bike/Ped Crossings
  - ✓ Path Typology: On-street (8%), Top-of-Bank (26%), Incised (30%), Elevated (36%)
- **No Environmental Impact**
- **ROM Cost: $827 M (2025$)**
  - ✓ Measure M: $433M (2025$)

Description of Locally Preferred Alternative (Modified Option 2)

Modified Option 2, which bridges the 8-mile gap, includes approximately 10-miles of core path and connectors, includes 3 new river crossings, and provides 10 new access points (7 on the east bank and 3 on the west bank). Modified Option 2 delivers the highest path user demand (see the CBA Attachment G), lowers vehicle miles traveled (VMT), and provides the most direct access to EFCs. Additionally, it offers direct connections to major destinations, including Union Station, Downey Recreation Center, Pico/Aliso Station, and PARC at Sixth Street.

In addition, for environmental clearance, the Modified Option 2 includes a design variation to provide access at Seventh Street (east bank), and does not preclude the bike/ped river crossing and access point at the Bandini-Soto commercial center (west bank). Both could be future opportunities if additional funding were available.

Modified Option 2 alignment is described below in the northern, middle, and southern sections:

- North Section (Riverside Drive to Broadway/Spring Street): In this section, Modified Option 2 starts at the intersection of Avenue 19 and San Fernando Road, connects via existing bike lanes on Avenue 19 to the Ed Reyes Greenway, transitioning to an east-bank TOB path serving Lincoln Heights with access to Downey Recreation Center and Broadway/Spring Streer. This section also provides access to Chinatown and the LA State Historic Park at Broadway/Spring Street.

- Middle Section (Broadway/Spring to Sixth Street): In this section, Modified Option 2 becomes elevated near Albion Park, to provide a connection to Albion Park, Mission Road/Cesar Chavez Avenue, and First Street (close to Pico/Aliso Station), serving Boyle Heights. Within this section, the Modified Option 2 also crosses the rail tracks within the channel to the west bank to provide access to Union Station, and serving Little Tokyo, and the Arts District. South of Union Station, the path continues as a west-bank incised path, providing access to Sixth Street, PARC, using the existing tunnel at Sixth Street.

- South Section (Sixth Street to Atlantic Boulevard): In this section, Modified Option 2, starts rising to transition as an elevated section and providing access to Washington Boulevard. The path continues to remain elevated to avoid the temporary sheet-pile embankment on the west side before crossing to the east-bank TOB right-of-way. Once on the east bank, Modified Option 2 runs TOB to Atlantic Boulevard primarily with access at Downey Road and Atlantic Boulevard (incised briefly to maneuver under the existing bridges), finally crossing to the west bank to connect with the existing Maywood bike path.

Modified Option 2 would not introduce any new environmental impacts.

Table F-1: Cost and Funding (based on available Measure M: $433 M (2025$)

LPA / IOS Segment	Gap Closure Length	Cost (2025$)	Funding Gap (2025$)
LPA: Riverside Drive to Atlantic Boulevard	8-miles	$872 M	$439 M
IOS - TOTAL	**5.5-miles**	**$436 M**	**$3 M**
IOS-North *Riverside Drive to Broadway/Spring Street*	*0.75-miles*	*$35 M*	
IOS-South *Sixth Street to Atlantic Boulevard*	*4.75-miles*	*$401 M*	

Unfunded Middle Section Broadway/Spring Street to Sixth Street	2.5-miles	$436 M	$436 M

Figure F-2: Modified Option 2 Initial Operating Segments



IOS – North

(Riverside to Broadway/Spring)

Interim Connection
(Broadway/Spring to Sixth)

NOT METRO PROJECT

IOS – South

Sixth to Atlantic

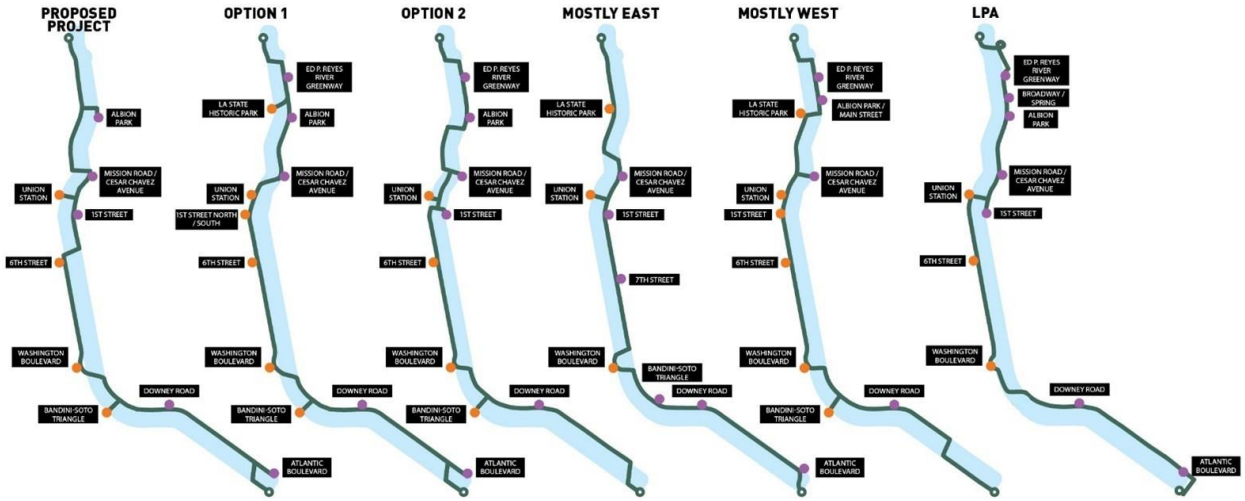
- **ROM Cost for IOS-north + IOS-south: $436M (2025$)**
  - ✓ Measure M: $433M (2025$)

LA RIVER PATH: METRO COST BENEFIT ANALYSIS (CBA)

In July 2025, the Board adopted a CBA framework for evaluating project alternatives, including assessing the regional economic impacts of investment and identifying benefits relative to costs. The CBA framework methodology includes two components – a Weighted Benefits Analysis (WBA) and a Benefit-Cost Ratio (BCR).

The CBA evaluated five 8-mile alternatives studied in the Draft Environmental Impact Report (EIR) for the LA River Path Project, as well as the staff-recommended Locally Preferred Alternative (LPA), also called Modified Option 2. The five alternatives evaluated from the Draft EIR include the Proposed Project (PP), Option 1 (O1), Option 2 (O2), the Mostly-East Bank Alternative (ME), and the Mostly-West Bank Alternative (MW).The evaluation is based on data collected during the Draft EIR process.

Figure 1. Map of 8-mile Alignments Studied in the Draft EIR and Staff-Recommended LPA



Weighted Benefits Analysis:

The WBA is a points-based evaluation comparing the LPA with the five 8-mile Draft EIR alternatives across five goals that are weighted per the Metro-adopted CBA methodology. This considers project benefits using relevant quantitative and qualitative metrics within each of the five goal categories. These metrics, presented in Table 1, are scored relative to each other on a seven-point scale, with seven being the highest/best performing.

Table 1: Weighted Benefit Score

Goals	LPA	Draft EIR Alternatives					Key Performance Indicators Evaluated
	Modified Option 2	PP	O1	O2	ME	MW	
	Average Score by Goal (Unweighted)						
Mobility & Accessibility (Weight: 40%)	6.0	6.2	**6.4**	6.1	6.2	6.2	User Demand; Connectivity to Jobs, Housing and Opportunities; Travel Time Savings; Comfort Rating; Access to Neighborhood Amenities; Out of Pocket Travel Costs; Public Transit Connectivity and Access; Integration with Existing and Planned Bicycle Network; Disadvantaged Communities Served; Seasonal Path Closure Vulnerability
Safety & Health (Weight: 15%)	5.4	**5.9**	5.8	5.7	5.6	**5.9**	Crash Reduction from On-Street Corridor; Mortality Reduction Benefits for Physical and Mental Health; Construction Impacts on Surrounding Communities; Access to Healthcare, Parks, and Recreation
Environmental Sustainability (Weight: 15%)	6.4	**6.5**	6.4	6.2	6.0	6.4	Greenhouse Gas Emissions Reduction; Tail Pipe Pollutant Reduction; Greenhouse Gas Emissions Generated During Construction; Reduction in Fuel Consumption (Gallons of Fuel); Landscaped Area at Access Points
Operational Sustainability & Delivery (Weight: 15%)	**5.9**	4.8	3.9	5.0	4.6	4.2	Estimated Costs; Estimated Operations and Maintenance Level of Effort; Estimated Time for Delivery; Degree of Complexity of Permitting Agency Coordination; Adjacent Project Coordination Complexity; Easement Needs
Economic Impact (Weight: 15%)	5.0	6.3	6.3	6.2	5.8	**6.9**	Job Creation from Project Spending; Connectivity to Jobs; Access to Retail; Consumer Spending
Total Weighted Score	5.8	**6.0**	5.9	5.9	5.8	6.0	**All alternatives offer significant benefits and demonstrate comparable WBA scores ranging from 5.8 to 6.0 out of 7.0 total possible points.**

**7-point scale with 7 as the highest/best performing. Displayed scores are rounded to the nearest tenth. Highest score in each category is bolded and underlined.*

The WBA component finds that all six alternatives offer significant benefits and demonstrate comparable scores ranging from 5.8 to 6.0 out of 7.0 total possible points. All alternatives score comparably with respect to path user demand, and connectivity to jobs, housing, amenities, public transit, and the existing and planned bicycle network. Under the WBA theme of Operational Sustainability & Delivery, the LPA scores the highest due to its higher cost effectiveness and lower degree of complexity with permitting and coordination with adjacent projects.

Benefit-Cost Ratio:

The BCR compares a project's total monetized costs against a set of calculated monetizable benefits. It is important to note that many costs and benefits of such an

active transportation project cannot be monetized, so the BCR is presented alongside the WBA for a more holistic interpretation of costs as they relate to benefits.

The monetized cost included in the BCR is the project capital cost per alternative. On the benefits side, the BCR monetizes the following benefits: journey quality, travel time savings, traffic safety and accident reductions, active transportation health benefits, emissions reductions, and vehicular operating cost savings. A higher benefit-to-cost ratio means there are more monetized benefits for every dollar spent.

Table 2: Benefit-Cost Ratio

	LPA	Draft EIR Alternatives				
	Modified Option 2	Proposed Project	Option 1	Option 2	Mostly-East Bank	Mostly-West Bank
BCR*	**0.23**	0.16	0.13	0.15	0.14	0.13

**BCRs are unique to each project and not to be compared across projects, due to specific construction and operation years being considered, travel demand modeling years, and other factors.*

Metro's BCR analysis for the project relies on a modified version of the Caltrans Cal-B/C Active Transportation model. The modified BCR model applies the best available modeling tools and assumptions to interpret the benefits of active transportation investments. The model builds upon existing methods, industry best practices, and peer review across consulting firms, while incorporating the Board-adopted CBA framework for evaluating project alternatives.

The LPA presents the highest BCR (highest monetized benefits compared to costs). The LPA is expected to produce $0.23 of monetized benefits per dollar invested over a 20-year analysis period. The Draft EIR alternatives have a lower BCR because they deliver similar or fewer benefits than the LPA, but at a higher cost.

Although the BCR analysis indicates that the alternatives will cost more than the monetizable benefits they create, it is important to note that not all benefits or costs are quantifiable or easily monetized, such as providing access for and serving disadvantaged communities, improving the user experience, and improving health outcomes. In addition to connectivity benefits, the project will also act as a recreational facility and open space, offering benefits at a larger regional scale that are atypical for active transportation projects and therefore not easily monetized. Such qualitative and quantitative metrics that may not be monetizable are incorporated into the WBA, allowing the overall CBA methodology to include metrics related to equity, health, and economic impacts that are not commonly measured through the BCR approach alone.

Next stop: a more connected bike path.



Planning & Programming Committee
November 18, 2026
Executive Management Committee
November 19, 2026
File ID: 2026-0638

Metro

RECOMMENDATION

CONSIDER:

A. **APPROVING the Locally Preferred Alternative (LPA)** for the LA River Path project as Modified Option 2, an 8-mile gap closure path between Riverside Drive and Atlantic Boulevard evaluated in the Draft Environmental Impact Report (EIR);

B. **APPROVING an approximately 5.5-mile gap closure through two simultaneous Initial Operating (IOS) Segments** - IOS-North between Riverside Drive and Spring Street; and IOS-South, between Sixth Street and Atlantic Boulevard;

C. **AUTHORIZING** Staff to work with the City of Los Angeles to bridge the 2.5 mile gap between IOS-north and IOS-south, to prioritize planned Class IV cycle tracks, in combination with the existing on-street bike lanes, which can serve as an interim connection until funding for the off-street river channel paths between Broadway/Spring Street and Sixth Street is secured.

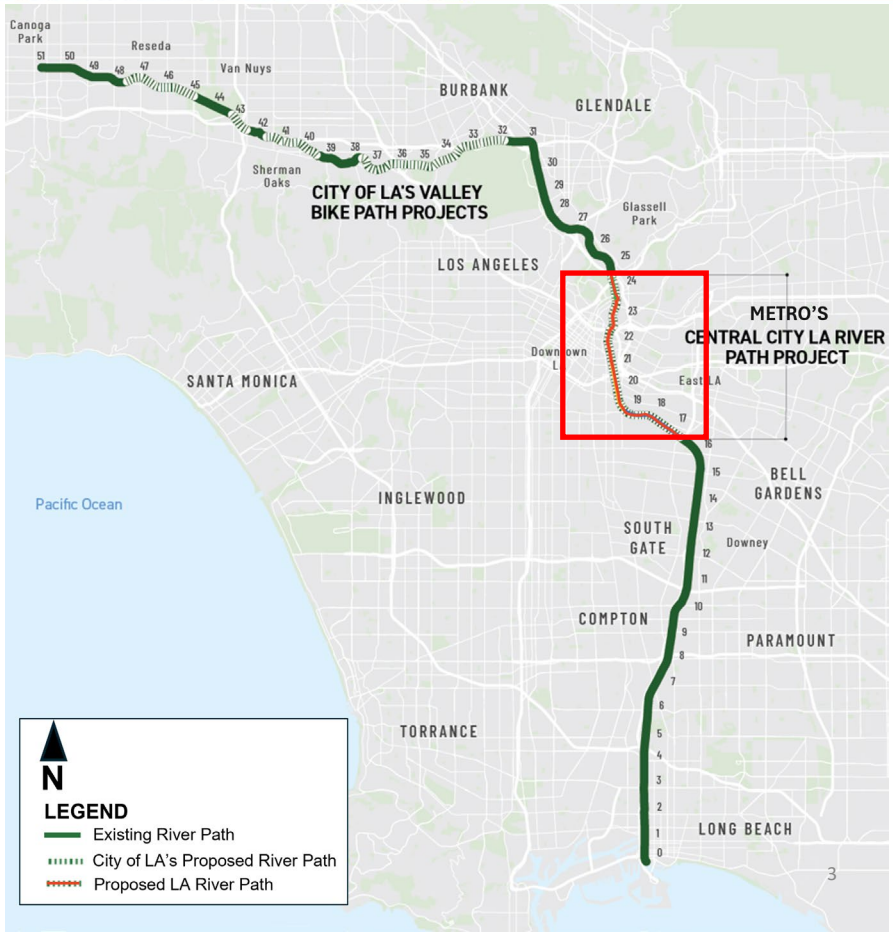
OVERVIEW OF LA RIVER PATH

The LA River Path is working to fill an 8-mile contiguous gap in active transportation along the LA River - an important link in Downtown Los Angeles.

- **Regional Context:** First segment of a bike path was constructed in 1977 (LA River/Rio Hondo Trail – 20+ miles)

- **Development of the Project:**
  - ✓ Metro conducted a Feasibility Study for the LA River Path Bike Path Gap Closure in 2016
  - ✓ Funding for the current project approved by voters through Measure M in 2016
  - ✓ Metro's Environmental Scoping conducted in 2019
  - ✓ Metro released the Draft Environmental Impact Report in December 2025

- **Project Objectives:**
  - ✓ Seamless Path
  - ✓ Access
  - ✓ Equity
  - ✓ Health
  - ✓ Safety
  - ✓ Efficient and Sustainable
  - ✓ User Experience



DRAFT EIR COMMENTS SUMMARY

- Draft EIR released on Dec. 18, 2025
  - ✓ 47-day public comment period through Feb. 2, 2026
- Draft EIR Public Hearings
  - ✓ Three (3) in-person and one (1) virtual
  - ✓ Over 156 total attendees
- Winter Outreach during 2026 Draft EIR Period
  - ✓ 15,046 mailed postcards (English/Spanish)
  - ✓ 47,975 door-to-door flyers to residents and businesses
  - ✓ Email notices to over 6,689 contacts
  - ✓ Advertisements on Metro's Project website, LA Times, La Opinion, Daily News, Rafu Shimpo and El Clasificado
- Total public responses received: 800+ comments through 439 submittals sent via email, online portal, phone calls, written and oral submittals at the public hearings

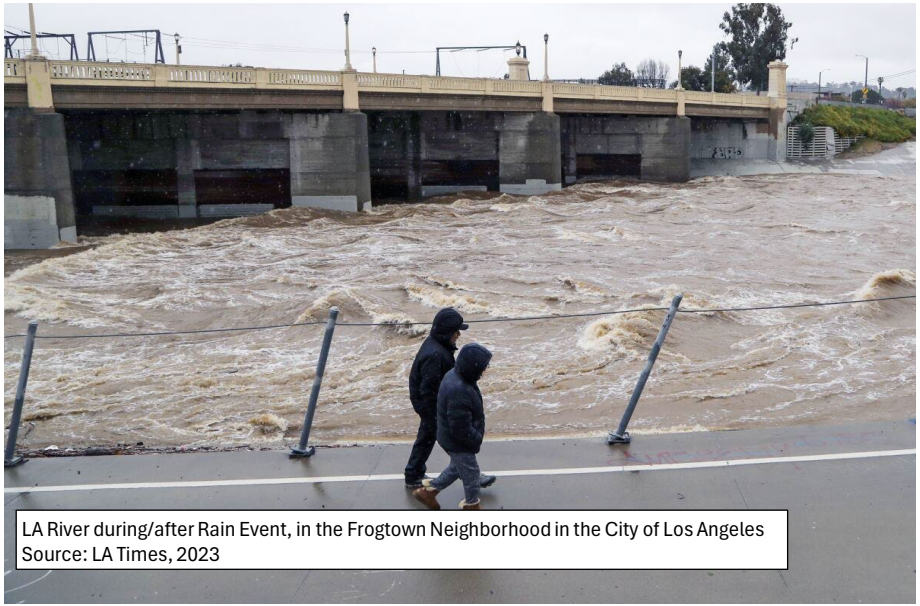
Top Themes that emerged from Public Responses to the Draft EIR

- Alignment Alternatives and Path Types (72% of submissions)
  - ✓ Bottom-of-Channel (26% of submissions)
- Path Amenities (6% of submissions)
- Safety / Security (5% of submissions)
- Cost and Schedule (4% of submissions)
- Other Miscellaneous Topics (9% of submissions)

BOTTOM OF CHANNEL OPTION – CHALLENGES

- **From Design and Maintenance Perspective**
  - ✓ Raises life and safety concerns during rain events
    - During typical rain events, within 24-hours, water reaches a height between 3 to 6 feet, at a speed of 24 mph
    - Challenging for emergency responders to reach any person caught in a flooding event
    - Liability concern
    - US Army Corps of Engineers recommends not to enter the river for 72 hours after a rain event
  - ✓ Difficult to maintain public safety presence at the bottom of the channel
  - ✓ Minimal opportunity to provide path lighting
  - ✓ Will require US Army Corps permits to conduct major repair works after rain events

- **From CEQA (EIR) Perspective (CEQA Guideline Section 15126.6(c))**
  - ✓ Bottom of Channel alternative does not meet most of the basic project objectives (equity, safety, access, and user experience)



LA River during/after Rain Event, in the Frogtown Neighborhood in the City of Los Angeles
Source: LA Times, 2023

DRAFT EIR KEY CONCERNS RAISED BY STAKEHOLDER AGENCIES

US Army Corps of Engineers

- *Raised life/safety concerns over the Bottom-of-channel option related to flooding and security access*
- Will not provide O&M for this project.

City of Los Angeles

- Has preference to top-of-bank and incised path elevations instead of elevated structures, where possible
- *Is concerned about Bottom-of-channel options due to life/safety issues related to flooding and lighting/access constraints*
- Would like Metro to become the project's intended owner/operator – COLA is open to forming an O&M cost-sharing partnership

LA DWP Los Angeles Department of Water & Power

- Opposes Main Street access through LADWP property on the west bank
- Proposed project owner will be responsible for liability and O&M
- Requires 20-foot-wide access to all LADWP facilities and 14-foot vertical clearance over existing access roads

County of Los Angeles

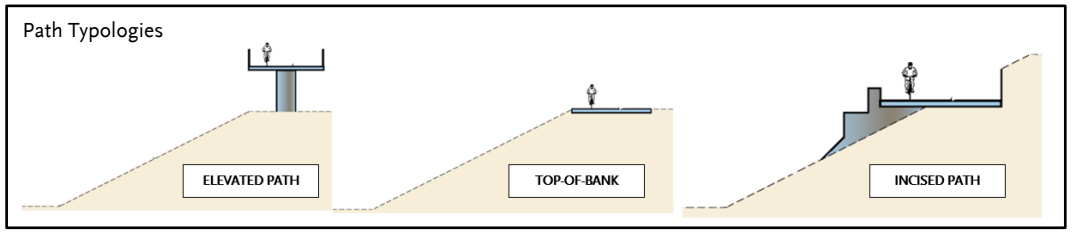
- No formal comments on the Draft EIR
- *Expressed concerns over any Bottom-of-Channel alignment, during meetings with Metro*

ALTERNATIVES CONSIDERED IN THE DRAFT EIR

- Seven Alternatives
  - ✓ Five 8-mile Alternatives
    - Proposed Project, Option 1, Option 2, Mostly East, Mostly West
  - ✓ Two Shorter Alternatives
    - Shortened North, Shortened South

- Based on the Alternatives, project features include:
  - ✓ 4-7 New Bridges
  - ✓ 9-11Access Points
  - ✓ 3 Path Typologies (elevated, top-of-bank, incised)

- Cost: $1,082million - $1,266million (five 8-mile alternatives only)

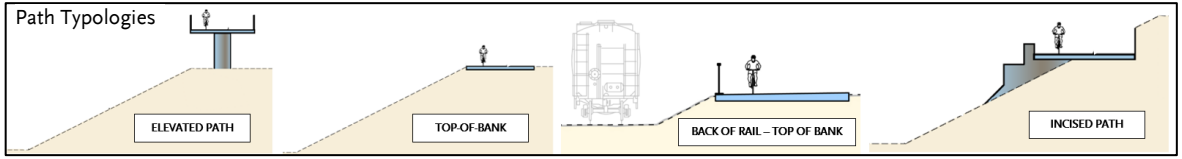


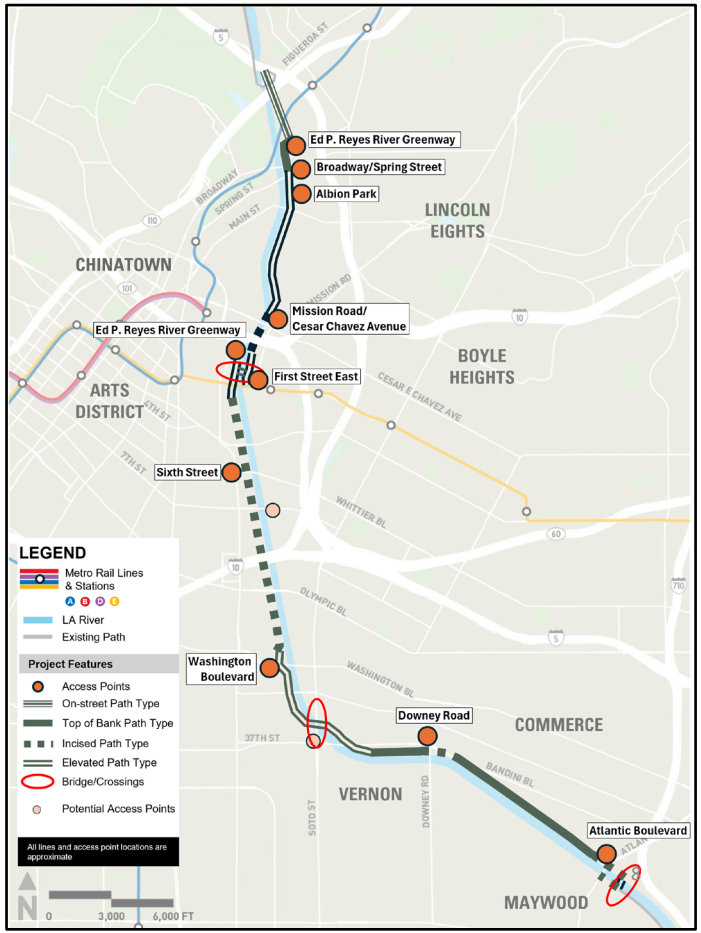


STAFF RECOMMENDATION FOR LPA – MODIFIED OPTION 2

- **What is Modified Option 2?**
  - ✓ Modified Option 2 is Draft EIR Alternative Option 2, combined with alignment segments from two other Draft EIR Alternatives to address concerns and issues from partnering agencies, and respond to public input regarding access and cost.
- Concerns were raised over access points to the Project, and the LPA works to address these concerns.
- Various Path Types are used to solve issues of safety, connectivity, and reduce cost.
- The LPA provides 10 access points and has 3 bridge crossings

- Rough Order of Magnitude Cost Estimate for LPA: $872M (2025$)
  - ✓ Measure M funds available: $433M (2025$)





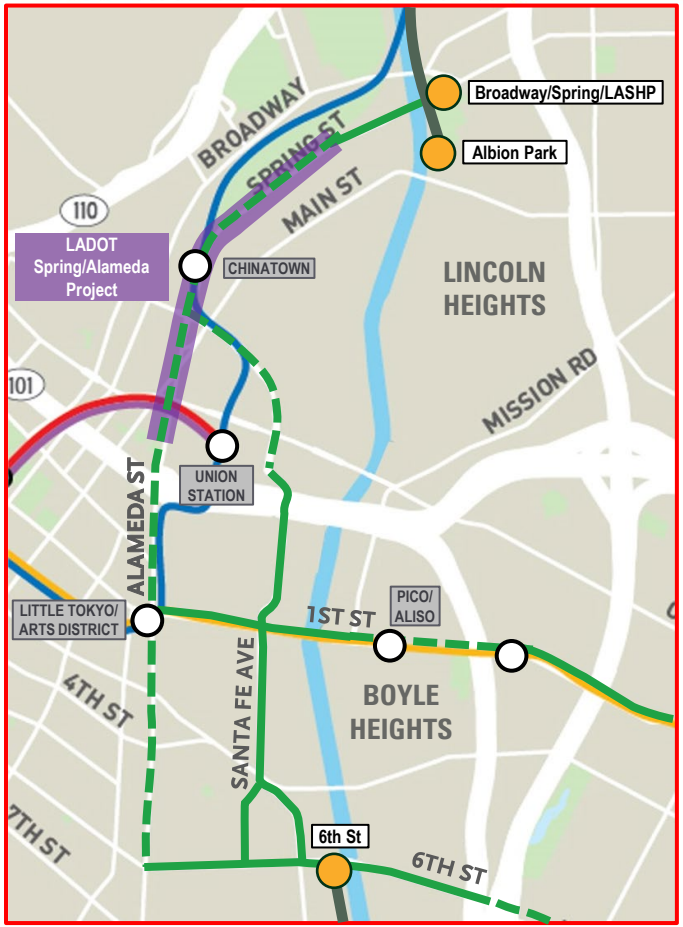
STAFF RECOMMENDATION FOR INITIAL OPERATING SEGMENTS

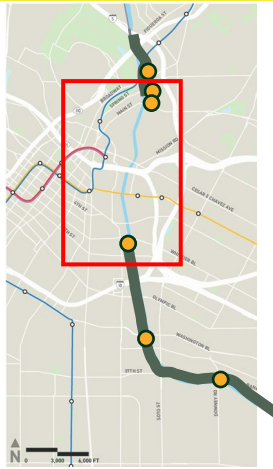
- **Two Simultaneous IOSs: closing 5.5 miles gap**
  - ✓ IOS-North: Riverside Drive to Broadway/Spring Street (approx.) 0.75 miles of gap closure
    - 3 access points (Ed P. Reyes River Greenway, Broadway/Spring, Albion Park)
  - ✓ IOS-South: Sixth Street to Atlantic Boulevard (approx.) 4.75 miles of gap closure
    - 4 access points (Sixth, Washington, Downey, Atlantic)
    - 2 Crossings (Redondo Junction, Atlantic)
- Combined ROM Cost Estimate for IOSs: $436M (2025$)
  - ✓ Measure M: $433M (2025$)
  - ✓ Continue exploring additional funding
- Continue community engagement during Final EIR phase
- The remaining gap of 2.5 miles (Broadway/Spring to Sixth) can be closed in the interim via City of Los Angeles existing and planned bike network



INTERIM GAP CLOSURE (BROADWAY/SPRING TO SIXTH)

- Interim gap closure between Broadway/Spring and 6th Street could be achieved via existing/planned bike lanes
  - ✓ Includes LADOT Spring/Alameda Project – forecast completion in 2027
  - ✓ Would connect to EFCs in Boyle Heights via First and Sixth Street bridges
  - ✓ Class IV along Alameda Street identified in City's 2035 Mobility Plan
  - ✓ Metro seeks partnership from the City of Los Angeles to prioritize planned bike network to facilitate the interim gap closure. Metro will not be responsible for funding the interim closure.





LEGEND

- Metro Rail Lines & Stations (A D D E)
- LA River Path - IOSs
- Access Points
- Existing On-Street Bike Lanes
- Planned Class II/IV Bike Lanes
- Metro Rail Stations

METRO COST BENEFIT ANALYSIS: LPA vs. DEIR 8-mile ALTERNATIVES

Weighted Benefits Analysis (WBA)

- Points-based evaluation comparing key performance indicators (KPIs) across five goals
- KPIs are scored on a **7-point scale**, with 7 being the highest/best performing
- Allows use of **quantitative** and **qualitative** information

Benefit Cost Ratio (BCR)

- Calculated using the California Life-Cycle Benefit/Cost Analysis Model as a starting point.
- Model compares **project costs** against **societal benefits** that can be monetized.
- Not all benefits (or costs) can be easily monetized, especially regional benefits of active transportation projects at this scale.

Weighted Benefits Analysis (WBA)	LPA	Avg. DEIR Alts
Mobility/Accessibility (40%)	6.0/7	6.2/7
Safety/Health (15%)	5.4/7	5.8/7
Environmental Sustainability (15%)	6.4/7	6.3/7
Operational Sust. Delivery (15%)	5.9/7	4.5/7
Economic Impact (15%)	5.0/7	6.3/7
Total Weighted Benefits Score	**5.8/7**	**5.9/7**

Benefit Cost Ratio (BCR)	LPA	Avg. DEIR Alts
Total Monetized Benefits	$163.83	$165.08
Total Costs	$872M	$1,168M
Benefit Cost Ratio	**0.23**	**0.14**

LPA performs significantly better in operational sustainability and deliverability metric, and provides almost double the return on investment when compared to the other alternatives

NEXT STEPS

As Metro owns less than 1% of the property along the 8-mile gap, and consistent with Board direction, Metro will not take responsibility for operation and maintenance. Metro will continue to work with the City and County to identify a lead on implementing, operating and maintaining the LA River Path.

With the Board's approval, staff will:

- Continue to support the County in conducting the LA River Governance Model Study of the 51-mile LA River Bicycle Path
- Upon commitment of a Project Owner and Maintenance Agency for the LA River Path project, initiate the Final EIR for the IOS-North and IOS-South only
- Work with the City of Los Angeles to complete the 2.5 mile gap between IOS-North and IOS-South by leveraging existing on-street bike lanes and planned Class IV cycle tracks in Downtown LA, to serve as an interim connection until the remaining in-channel path may be funded, permitted and delivered
- Continue to engage with communities and stakeholders through environmental clearance and planning

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

Metro

Board Report

File #: 2026-0786, **File Type:** Plan **Agenda Number:** 7.

PLANNING AND PROGRAMMING COMMITTEE
NOVEMBER 18, 2026
EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: MEASURE M 10-YEAR COMPREHENSIVE ASSESSMENT EVALUATION FRAMEWORK, METRICS, AND WEIGHTING

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE the project evaluation framework, inclusive of metrics and weighting, for the Measure M 10-Year Comprehensive Assessment (Attachment A).

ISSUE

Section 7(g) of the Measure M Ordinance requires that, beginning in Fiscal Year 2027, Metro conduct a comprehensive assessment of the projects and programs in the Measure M Expenditure Plan that are completed or anticipated to be completed during the next ten-year period. Measure M Guidelines further establish that the assessments are to be coordinated with Metro's Long Range Transportation Plan (LRTP) updates, including LRTP performance metrics, and provide a comprehensive review to assess changes in circumstances affecting the delivery of projects and programs within their schedules as identified in the Measure M Expenditure Plan.

A project evaluation framework, inclusive of metrics and weighting, is an effective tool for preparing a specific evaluation in the Measure M 10-Year Comprehensive Assessment (Assessment), which assesses the performance of Measure M's Expenditure Plan major capital projects and Multiyear Subregional Programs (MSP). The complete list of Measure M projects and programs that will and will not be evaluated using this Project Evaluation Framework is included in Attachment B per the ordinance.

Staff presented the draft project evaluation framework, inclusive of metrics and weighting, to the Executive Management Committee on October 15, 2026, which is now submitted to the Board for final consideration. Responses to questions regarding SGV Forward from the October 2026 Executive Management Committee meeting are addressed in Attachment C.

BACKGROUND

The Measure M Ordinance establishes an ongoing framework for oversight and accountability of all projects and programs funded through Measure M. At five-year intervals, Metro prepares a comprehensive assessment of all implemented projects and programs to evaluate overall program performance and identify opportunities to improve coordination, delivery, and effectiveness, informed by current practices, best practices, and organizational changes.

The first Measure M Five-Year Comprehensive Assessment and Equity Report was completed in 2023 and evaluated the initial five years of Measure M implementation, from July 2017 through June 2022. The current Assessment will build upon that effort by incorporating both a retrospective evaluation of Measure M program performance and an assessment of Measure M projects and programs completed or anticipated to be completed over the next ten-year period.

At its July 2026 meeting, the Board approved the Assessment objectives and criteria that describe the entirety of the Measure M 10-Year Comprehensive Assessment, including the retrospective examination of the Measure M program achievements. In October 2026, staff presented the draft project evaluation framework to the Executive Management Committee to receive feedback.. The project evaluation framework, inclusive of metrics and weighting, provides complementary tools for evaluating Expenditure Plan major projects and programs anticipated to be completed over the next 10-year period.

DISCUSSION

The Project Evaluation Framework establishes a consistent approach for evaluating the performance and potential benefits of Measure M-funded projects and programs. The framework is designed to support a transparent, data-driven, and policy-aligned evaluation that considers both project delivery and the broader transportation outcomes that Measure M investments intend to advance. The framework will complement the broader Assessment by providing a structured approach to evaluating future major projects, while the Assessment also considers the historical performance and implementation of the Measure M program as a whole.

Measure M Expenditure Plan projects with an Expected Opening Date of 2037 or earlier will be evaluated using this framework. Similarly, MSPs expected to deliver one or more projects or programs in 2037 or earlier will also be evaluated using this framework, consistent with the Measure M Ordinance and as identified in Attachment B.

The framework was developed to be consistent with the original goals in Measure M and best practices established in prior Metro evaluation approaches. The Project Evaluation Framework consists of three primary elements: Performance Metrics, Evaluation Categories, and Evaluation Category Weights.

Performance Metrics

The Measure M 10-Year Assessment takes place within a transportation landscape that has evolved since Measure M's adoption in 2016. Changes in travel behavior (largely influenced by the pandemic), emerging technologies, shifting economic conditions, demographic trends, and evolving policy priorities underscore the need to periodically reassess the Measure M investment plan. In

developing the performance metrics list for this evaluation, staff have aimed to be consistent with previous frameworks while recognizing that changing conditions and priorities should be taken into consideration when evaluating future projects.

The evaluation Performance Metrics, highlighted in Table 1 below, aim to be consistent with five previously approved Metro frameworks and guiding documents. These include:

- **Measure M Pre-Evaluation (2015)**: These metrics, approved in 2015 by the Board, were used to evaluate projects for inclusion in the 2016 Measure M ballot measure
- **Long Range Transportation Plan (LRTP) (2020)**: The 2020 LRTP calculated the existing and future performance of the LA County transportation system across a range of metrics, many of which are applicable for project performance evaluations
- **Measure M Five-Year Comprehensive Assessment and Equity Report (2023)**: The first five-year assessment focused on past project performance, and quantified system-wide performance for many metrics that are meaningful project evaluation metrics
- **Board Amendments**: Amendments adopted by the Board with the approval of the Measure M Five-Year Comprehensive Assessment and Equity Report (2023)
- **Recommended Goals, Objectives, and Metrics for Metro Cost Benefit Analysis (CBA) (2025)**: This Board adopted framework provides a series of metrics that could be used to evaluate the benefits of major capital projects

Table 1 below highlights the proposed Assessment performance metrics and their alignment with previously established frameworks and studies.

Table 1. Proposed Project Evaluation Performance Metrics

Comprehensive Assessment Performance Metric	Measure M Pre-Evaluation (2015)	LRTP (2020)	MM 5yr Report (2023)	Board Amendments (2023)	CBA Goals & Metrics (2025)
Access to Opportunity: All destinations*	x	x	x	x	x
Access to Opportunity: Jobs & Retail*	x	x	x	x	x
Access to Opportunity: Quality of Life (parks, cultural centers, healthcare, schools, senior centers) *	x	x	x		x
Active transportation trips	x				
Average vehicle occupancy	x	x			
Fatal and Severe Injury Collisions	x	x		x	x
Greenhouse Gas Emissions		x		x	x
Gross regional product		x			x
Improved travel time reliability	x	x		x	x
Increased system-wide connectivity			x	x	
Increased person throughput		x		x	x
Investment in Equity Focus Communities	x	x	x	x	
Jobs/job years created	x	x			x
Non-SOV Mode Share	x	x			x
Reduced conflict points	x				x
System redundancy for emergency					x
Transit oriented development potential	x				x
Transit ridership	x	x	x	x	
Travel time improvement	x	x			x
Vehicle Hours of Delay		x		x	x
Vehicle Miles Traveled		x		x	x

**Access to Opportunity, including the precise destination definitions, is currently being defined.*

Evaluation Categories

In 2015, Metro established evaluation categories based on the Measure M Ordinance goals. The Assessment evaluation categories mirror the framework previously used to evaluate major capital projects in the Measure M Expenditure Plan.

The proposed evaluation categories include:

- Mobility
- Accessibility
- Transportation Safety
- Sustainability and Quality of Life
- Economy

Table 2 illustrates how the goals established in the Measure M ordinance are consistent with these evaluation categories.

Table 2. Measure M Goals and Project Evaluation Categories

Measure M Goal	Mob[1]	Acc[2]	Saf[3]	Sbl/QoL[4]	Ecn[5]
Improve freeway traffic flow; reduce bottlenecks and ease traffic congestion.	x				
Expand the rail and rapid transit system; accelerate rail construction and build new rail lines; enhance local, regional, and express bus service; and improve system connectivity.	x	x			
Repave local streets, repair potholes, synchronize signals; improve neighborhood streets and intersections, and enhance bike and pedestrian connections.	x	x	x	x	
Keep the transit and highway system safe; earthquake-retrofit bridges, enhance freeway and transit system safety, and keep the transportation system in good working condition.			x		
Make public transportation more accessible, convenient, and affordable for seniors, students, and the disabled and provide better mobility options for our aging population.	x	x			
Embrace technology and innovation; incorporate modern technology, new advancements, and emerging innovations into the local transportation system.	x				x
Create jobs, reduce pollution, and generate local economic benefits; increase personal quality time and overall quality of life.				x	x
Provide accountability and transparency; protect and monitor the public's investments through independent audits and oversight.			x		

(1)Mobility, (2)Accessibility, (3)Transportation Safety, (4)Sustainability and Quality of Life, (5)Economy

Evaluation Category Weights

The proposed evaluation category weights are consistent with previous Metro frameworks, including the Measure M Pre-Evaluation (2015) framework and the more recent CBA methodology. Table 3 shows the two previously adopted weighting frameworks, as well as the proposed weighting for the Assessment.

Table 3. Evaluation Categories and Weights

Measure M Pre-Evaluation Goals (2015)	Weight	CBA Goals (2025)	Weight	MM Comp Assessment	Weight
Mobility	45.0%	Mobility & Accessibility	40%	**Mobility**	**40%**
Accessibility	17.5%			**Accessibility**	**20%**
Economy	12.5%	Economic Impact	15%	**Economy**	**15%**
Safety	12.5%	Safety/Health	15%	**Transportation Safety**	**12.5%**
Sustainability & Quality of Life	12.5%	Environmental Sustainability	15%	**Sustainability & Quality of Life**	**12.5%**
		Operational Sustainability	15%		
TOTAL	100.0%	TOTAL	100.0%	**TOTAL**	**100.0%**

Attachment A shows the complete evaluation framework, which ties together the performance metrics, evaluation categories, and category weights. The proposed weighting is consistent with the previous frameworks, prioritizing Mobility and Accessibility the most and maintaining the importance of the other categories.

- **Mobility (40%)**: This category evaluates how effectively a project improves the movement of people and goods throughout the transportation system. Metrics such as average vehicle occupancy, travel time reliability, person throughput, travel time improvements, and reductions in vehicle hours of delay measure whether investments increase system efficiency, reduce time spent traveling, and maximize the use of available transportation capacity.

- **Accessibility (20%)**: This category assesses how well the transportation system connects people to destinations, services, and travel options. The included metrics measure access to opportunities, active transportation usage, system connectivity, non-single-occupancy vehicle mode share, and transit ridership to determine whether a project expands mobility choices and improves access for a broad range of users.

- **Economy (15%):** This category evaluates a project's contribution to regional economic vitality and prosperity. Through metrics that measure impacts on gross regional product and job creation, as well as access to employment and shopping centers, this category assesses how projects support workforce access and economic growth.

- **Transportation Safety (12.5%)**: This category focuses on reducing the risk and consequences of transportation-related incidents for all users. Metrics related to fatal and severe-injury collisions, conflict point reduction, and emergency system redundancy evaluate how projects enhance safety, improve network resilience, and provide reliable transportation access during emergencies.

- **Sustainability and Quality of Life (12.5%)**: This category explores the extent to which projects support environmental goals, equitable outcomes, and livable communities. Metrics such as access to destinations that enhance everyday life, investment in Equity Focus

Communities, potential for transit-oriented development, greenhouse gas emissions, and vehicle miles traveled assess how projects contribute to healthier, more sustainable, and more inclusive communities.

Results from the project evaluations, together with data gathered through the Assessment and stakeholder engagement, will inform staff recommendations, including any proposed amendments to the Measure M Ordinance and Expenditure Plan.

DETERMINATION OF SAFETY IMPACT

There is no safety impact associated with the information contained in this report. This action would establish the evaluation framework, metrics, and weighting to guide the Measure M 10-Year Comprehensive Assessment, including criteria to evaluate transportation safety.

FINANCIAL IMPACT

Approval of the Measure M 10-Year Comprehensive Assessment evaluation framework, metrics, and weighting does not directly impact the agency's finances.

EQUITY PLATFORM

The proposed evaluation framework, metrics, and weighting for the Measure M 10-Year Comprehensive Assessment will guide a broad analysis of Measure M's impacts through Metro's Equity Platform framework. Metro serves riders throughout the Los Angeles region. The Assessment will consider the impacts of Metro's investments on the people of Los Angeles County by analyzing demographic disparities in ridership, mobility choices, and investments. Work on the Assessment also includes the development of an Access to Opportunity tool that will be used to deepen understanding of how Measure M investments have shaped access to opportunity in Los Angeles County.

Findings from the Assessment will be shared widely with stakeholders across the region to validate and contextualize the quantitative analyses. Through this engagement process, stakeholders will have the opportunity to provide perspectives on how the findings reflect or differ from their experiences with the Metro system. This input will help ground the data in the lived experiences of our riders and strengthen the overall assessment.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This

item supports Metro's systemwide strategy to reduce VMT through comprehensive planning activities that establish a consistent evaluation framework to evaluate Measure M projects that may benefit and further encourage transit ridership, ridesharing, and active transportation. This aligns with Metro's Board-adopted VMT reduction targets, which build on the success of existing investments.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Assessment supports Strategic Plan Goal #5, which seeks to "Provide responsive, accountable, and trustworthy governance within Metro." The Assessment will provide transparency and accountability in the delivery of the Measure M program and seek to ensure its effective delivery over the next decade.

ALTERNATIVES CONSIDERED

The Board may choose not to proceed with the recommended evaluation framework, metrics, and weighting; however, the proposed evaluation framework maintains continuity with the frameworks used to develop Measure M and aligns with more recent Board actions to establish a standard evaluation process.

NEXT STEPS

Upon approval of the evaluation framework, metrics, and weighting, staff will begin the technical work to evaluate the Measure M major capital projects and programs completed or anticipated to be completed in the next ten years.

Alongside the technical evaluation, Metro will engage stakeholders to gather input throughout the process. This outreach will help ensure the Assessment and any potential amendments reflect community perspectives. Metro will engage the MMITOC on this project as a standing item at regularly scheduled committee meetings.

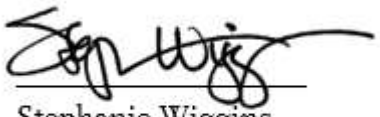
In Spring 2027, staff will present a status update of the Assessment to the Board, including a discussion on implications of potential amendments. Based on the feedback received, staff will revise and release the completed Assessment and potential proposed amendments for public review. The Assessment and proposed amendments will subsequently be presented to the Measure M Independent Taxpayer Oversight Committee (MMITOC) as a standing agenda item for comment on the Assessment and to make requisite findings on amendments in Summer 2027. The final Assessment and recommended amendments will be presented to the Board for consideration in Fall 2027. At that time, if the Assessment is approved by a 2/3 vote, the Board may then consider amendments to the Measure M Ordinance and Expenditure Plan within the parameters established by the Ordinance.

ATTACHMENTS

Attachment A - Project/Program Evaluation Framework
Attachment B - Projects/Programs assessed and not assessed
Attachment C - SGV Forward

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Stephanie Wiggins
Chief Executive Officer

ATTACHMENT A

Project Evaluation Framework		
Category	**Weighting**	**Performance Metric**
Mobility	40%	Average vehicle occupancy
		Improved travel time reliability
		Increased person throughput
		Travel time improvement
		Vehicle Hours of Delay
Accessibility	15%	Access to Opportunity: All destinations
		Active transportation trips
		Increase system-wide connectivity
		Non-SOV Mode Share
		Transit ridership
Economy	15%	Access to Opportunity: Jobs & Retail
		Gross regional product
		Jobs/job years created
Transportation Safety	12.5%	Fatal and Severe Injury Collisions
		Reduced conflict points
		System redundancy for emergency
Sustainability and Quality of Life	12.5%	Access to Opportunity: Quality of Life (parks, cultural centers, healthcare, schools, senior centers)
		Greenhouse Gas Emissions
		Investment in Equity Focus Communities
		Transit oriented development potential
		Vehicle Miles Traveled

ATTACHMENT B

Table 1. Measure M Expenditure Plan – Projects in Comprehensive Assessment (CA) Analysis

PROJECTS WITH AN EXPECTED OPENING DATE OF 2037 OR EARLIER ARE INCLUDED IN THE CA			
Project Name *(2015 Expenditure Plan Project Name, if different)*	**Expected Opening Date** *(Per Measure M)*	**Subregion*** *(Per Measure M)*	**In Comprehensive Assessment**
LAX/Metro Transit Center *Airport Metro Connect 96th St. Station/Green Line Ext LAX*	CY 2021	sc	***Yes***
D Line Subway Extension Section 3 *Westside Purple Line Extension Section 3*	FY 2024	wc	***Yes***
High Desert Corridor *High Desert Multi-Purpose Corridor (HDMC)*	FY 2021	nc	***Yes***
I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd)	FY 2023	nc	***Yes***
A Line to Claremont *Gold Line Foothill Extension to Claremont*	FY 2025	sg	***Yes***
G Line Improvements *Orange Line BRT Improvements*	FY 2025	sf	***Yes***
North Hollywood to Pasadena Bus Rapid Transit *BRT Connector Orange/Red Line to Gold Line*	FY 2022	av	***Yes***
		sf	***Yes***
East San Fernando Valley Light Rail Transit *East SF Valley Transit Corridor Project*	FY 2027	sf	***Yes***
Southeast Gateway Line *West Santa Ana Transit Corridor LRT*	FY 2028	gc	***Yes***
Crenshaw/LAX Track Enhancement Project	FY 2026	sc	***Yes***
SR-71 Gap from I-10 to Rio Rancho Rd.	FY 2026	sg	***Yes***
LA River Path *LA River Waterway & System Bikepath*	FY 2025	cc	***Yes***
LA River Path – San Fernando Valley *Complete LA River Bikepath*	FY 2025	sf	***Yes***
I-405 Sepulveda Pass ExpressLanes *Sepulveda Pass Transit Corridor (Ph 1)*	FY 2026	sf	***Yes***
		wc	***Yes***
Vermont Transit Corridor	FY 2028	cc	***Yes***
SR-57/SR-60 Interchange Improvements	FY 2031	sg	***Yes***
K Line Extension to Torrance *Green Line Extension to Crenshaw Blvd in Torrance*	FY 2030	sb	***Yes***
Long Beach-East LA Corridor Mobility Investment Plan *I-710 South Corridor Project (Ph 1)*	FY 2032	gc	***Yes***
I-105 ExpressLanes from I-405 to I-605 *I-105 Express Lane from I-405 to I-605*	FY 2029	sc	***Yes***
Sepulveda Transit Corridor *Sepulveda Pass Transit Corridor (Ph 2)*	FY 2033	sf	***Yes***
		wc	***Yes***
Eastside Transit Corridor Phase 2 *Gold Line Eastside Extension (One Alignment)*	FY 2035	gc	***Yes***
		sg	***Yes***

PROJECTS WITH AN EXPECTED OPENING DATE OF 2037 OR LATER ARE NOT INCLUDED IN THE CA			
Project Name *(2015 Expenditure Plan Project Name, if different)*	**Expected Opening Date** *(Per Measure M)*	**Subregion*** *(Per Measure M)*	**In Comprehensive Assessment**
Southeast Gateway Line (LAUS Segment) *West Santa Ana Transit Corridor LRT*	FY 2041	cc	**No**
		gc	**No**
Long Beach-East LA Corridor Mobility Investment Plan *I-710 South Corridor Project (Ph 2)*	FY 2041	gc	**No**
I-5 Corridor Improvements (I-605 to I-710)	FY 2042	gc	**No**
K Line Northern Extension *Crenshaw Northern Extension*	FY 2047	cc	**No**
		wc	**No**
I-405/I-110 HOV Connect Ramps & Interchange Improv	FY 2044	sb	**No**
I-605/I-10 Interchange	FY 2047	sg	**No**
SR 60/I-605 Interchange HOV Direct Connectors	FY 2047	sg	**No**
Lincoln Blvd BRT	FY 2047	wc	**No**
I-110 Express Lane Ext South to I-405/I-110 Interchange	FY 2046	sb	**No**
I-405 South Bay Curve Improvements	FY 2047	sb	**No**
Green Line Eastern Extension (Norwalk)	FY 2052	sc	**No**
SF Valley Transportation Improvements	FY 2050	sf	**No**
Sepulveda Pass Westwood to LAX (Ph 3)	FY 2057	sc	**No**
Orange Line Conversion to Light Rail	FY 2057	sf	**No**
City of San Fernando Bike Master Plan	FY 2054	sf	**No**
Historic Downtown Streetcar	FY 2057	cc	**No**
Eastside Transit Corridor Phase 2 *Gold Line Eastside Ext. Second Alignment*	FY 2057	sc	**No**
High Desert Corridor *High Desert Multi-Purpose Corridor - LA County Segment*	FY 2067	sc	**No**

***Subregion Abbreviations**

sc = Systemwide Connectivity Projects (no subregion)
av = Arroyo Verdugo
lvm = Las Virgenes Malibu
cc = Central City Area
sg = San Gabriel Valley
nc = North County
sb = South Bay
w = Westside
gc = Gateway Cities
sf = San Fernando Valley

Table 2. Measure M Expenditure Plan – Multi-Year Subregional Programs (MSPs) in CA Analysis

MSPS EXPECTED TO DELIVER ONE OR MORE PROJECT(S) BEFORE 2037 ARE INCLUDED IN THE CA			
Program Name *(2015 Expenditure Plan Project Name, if different)*	**Expected Opening Date*** *(Per Measure M)*	**Subregion**** *(Per Measure M)*	**In Comprehensive Assessment**
Metro Active Transport, Transit 1st/Last Mile Program	FY 2057	sc	***Yes***
Visionary Project Seed Funding	FY 2057	sc	***Yes***
Street Car and Circulator Projects	FY 2022	sc	***Yes***
Transportation System and Mobility Improve. Program	FY 2032	sb	***Yes***
Active Transportation 1st/Last Mile Connections Prog.	FY 2057	w	***Yes***
Active Transportation Program	FY 2057	nc	***Yes***
Active Transportation Program	FY 2057	gc	***Yes***
Active Transportation Program (Including Greenway Proj.)	FY 2057	sg	***Yes***
Active Transportation, 1st/Last Mile, & Mobility Hubs	FY 2057	cc	***Yes***
Active Transportation, Transit, and Tech. Program	FY 2032	lvm	***Yes***
Highway Efficiency Program	FY 2032	lvm	***Yes***
Bus System Improvement Program	FY 2057	sg	***Yes***
First/Last Mile and Complete Streets	FY 2057	sg	***Yes***
Highway Demand Based Prog. (HOV Ext. & Connect.)	FY 2057	sg	***Yes***
I-605 Corridor "Hot Spot" Interchange Improvements	FY 2057	gc	***Yes***
Modal Connectivity and Complete Streets Projects	FY 2057	av	***Yes***
South Bay Highway Operational Improvements	FY 2057	sb	***Yes***
Transit Program	FY 2057	nc	***Yes***
Transit Projects	FY 2057	av	***Yes***
Transportation System and Mobility Improve. Program	FY 2057	sb	***Yes***
North San Fernando Valley Transit Corridor *North San Fernando Valley Bus Rapid Transit Improvement*	FY 2023	sc	***Yes***
Subregional Equity Program	FY 2057	sc	***Yes***
Countywide BRT Projects Ph 1 (All Subregions)	FY 2022	sc	***Yes***
Countywide BRT Projects Ph 2 (All Subregions)	FY 2030	sc	***Yes***
Active Transportation Projects	FY 2032	av	***Yes***
Los Angeles Safe Routes to School Initiative	FY 2057	cc	***Yes***
Multimodal Connectivity Program	FY 2057	nc	***Yes***

**Expected Opening Dates listed in the Measure M Expenditure Plan consider full completion of all projects within the MSP*

MSPS NOT EXPECTED TO DELIVER ONE OR MORE PROJECT(S) BEFORE 2037 ARE NOT INCLUDED IN THE CA			
Program Name *(2015 Expenditure Plan Project Name, if different)*	**Expected Opening Date*** *(Per Measure M)*	**Subregion**** *(Per Measure M)*	**In Comprehensive Assessment**
Countywide BRT Projects Ph 3 (All Subregions)	FY 2042	sc	**No**
Arterial Program	FY 2057	nc	**No**
BRT and 1st/Last Mile Solutions e.g. DASH	FY 2057	cc	**No**
Freeway Interchange and Operational Improvements	FY 2057	cc	**No**
Goods Movement (Improvements & RR Xing Elim.)	FY 2057	sg	**No**
Goods Movement Program	FY 2057	nc	**No**
Goods Movement Projects	FY 2057	av	**No**
Highway Efficiency Program	FY 2057	nc	**No**
Highway Efficiency Program	FY 2057	sg	**No**
Highway Efficiency, Noise Mitig. and Arterial Projects	FY 2057	av	**No**
ITS/Technology Program (Advanced Signal Tech.)	FY 2057	sg	**No**
LA Streetscape Enhance. & Great Streets Program	FY 2057	cc	**No**
Modal Connectivity Program	FY 2057	lvm	**No**
Public Transit State of Good Repair Program	FY 2057	cc	**No**
Traffic Congestion Relief and Improvement Program	FY 2057	lvm	**No**
Traffic Congestion Relief/Signal Synchronization	FY 2057	cc	**No**
Arroyo Verdugo Projects to be Determined	FY 2057	av	**No**
Countywide BRT Projects Ph 4 (All Subregions)	FY 2052	sc	**No**
Countywide BRT Projects Ph 5 (All Subregions)	FY 2062	sc	**No**
**Expected Opening Dates listed in the Measure M Expenditure Plan consider full completion of all projects within the MSP*			

****Subregion Abbreviations**

sc = Systemwide Connectivity Projects (no subregion)
nc = North County
av = Arroyo Verdugo
sb = South Bay
lvm = Las Virgenes Malibu
w = Westside
cc = Central City Area
gc = Gateway Cities
sg = San Gabriel Valley
sf = San Fernando Valley

ATTACHMENT C

SGV Forward: Project History and Funding Strategy

Question from Director Sandoval at the October 2026 Executive Management Committee

Why is SGV Forward not among the projects to be evaluated under the proposed framework?

The Ordinance limits the Assessment to projects and programs in the voter-approved Measure M Expenditure Plan that are completed or anticipated to be completed through 2037, and the framework will be applied only to those projects and programs. SGV Forward is not a line item in the Measure M Expenditure Plan and is therefore outside the scope of the Assessment. There has not been an amendment or request for an amendment to Measures M or R that would provide for Metro to assume SGV Forward met the Ordinance requirements for inclusion in the Assessment.

The following sections describe the history and intent of Measures R and M, as well as next steps for the SGV Forward proposal.

Measure R & M Eastside Extension Funding

In 2008, Measure R was approved by the voters and included in the Attachment A Expenditure Plan, a line item for the Gold Line Eastside Extension for an amount of $1.271 billion from Measure R. The 2016 voter-approved Measure M Expenditure Plan identified $4 billion for the Eastside Transit Corridor Phase 2 project, with funding structured across two funding cycles for two different alignments. The Measure M funding for the first alignment contemplated transit investments from both the SGV and Gateway Cities subregions. The second alignment was coded as a System Connectivity investment and available beginning in FY53.

SGV Forward

In February 2020, the Board selected, the Washington Alignment and removed SR-60 and Combined Alternatives from further consideration. The Board also approved Metro staff prepare a feasibility study independent from the Eastside Transit Corridor Phase 2 project to evaluate other options that better serve the needs of the San Gabriel Valley.

As part of that action, the Board also approved Motion 8.1 which in summary, directed staff as Resolution E of the motion, to “Honor the commitment of $635.5 M made to the San Gabriel Valley subregion as part of the Measure R documentation. This commitment will be

recognized consistent with the funding years in the Measure R Expenditure Plan." Although not specifically identified in the Measure R Ordinance passed by the voters, the amount is equal to the Measure R funding split between the San Gabriel Valley and Gateway Cities subregion. Resolution E also directed Metro staff to include development of a funding plan which could include "any potential inter-fund borrowing between Measure R & M, loan options, or other financial mechanisms necessary to retain overall equity while ensuring financial capacity to move the Gold Line Eastside Extension Phase 2 forward as an accelerated Pillar Project under Metro's Twenty-Eight by '28 initiative." Metro staff were directed to return in May 2020 to report back on a funding plan.

SGV Forward Feasibility and Funding Plan

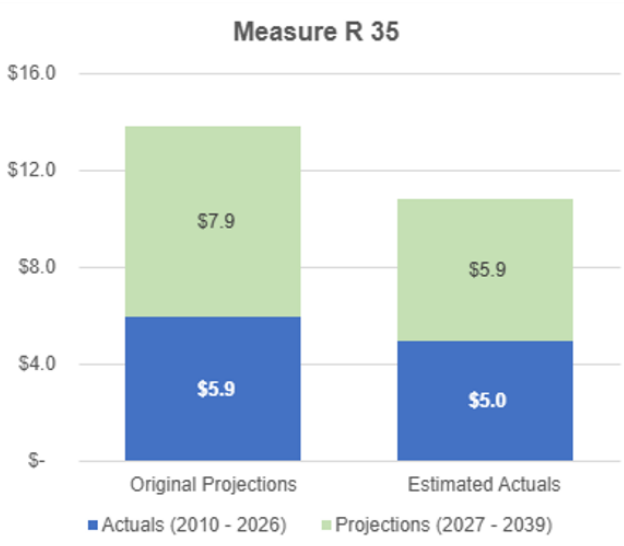
Per the Board actions in February 2020, Metro staff reported in May 2020 and subsequently partnered with the SGVCOG to conduct the San Gabriel Valley Transit Feasibility Study. Completed in 2024, the study established a phased strategy for advancing transit improvements throughout the subregion, including near-term projects, mid-term investments in the SR-60 corridor, and a longer-term vision for an integrated transit network. This effort became the foundation for SGV Forward. The Board has approved $7,988,838 in funding for the feasibility study, outreach services, project definition, design refinements, cost estimation and environmental clearance of the SGV Forward.

Consistent with Board direction to ensure financial capacity to move the Eastside Extension Phase 2 forward as an accelerated Pillar project, adhere to Measure R & M requirements, and honor funding of a SGV investment during funding years assumed for the Measure R line item, staff returned in May 2020, with a funding plan that assigned all funding to the first alignment per the 2019 LRTP financial forecast to ensure capacity to move the Eastside Extension Phase 2 forward. The plan recommended an amendment to the Measure M ordinance that creates a new project or program for SFV Forward funded by a portion of the second alignment funding.

Metro is supportive of SGVCOG in finalizing engineering and environmental clearance of projects and pursuit of additional grant funding, identification of unallocated subregional, or provision of loans against the second alignment funding to implement SGV transit investments. Measure M includes several sources of funding that could fund SGV Forward. These include the Bus System Improvement program MSP, of which $116 million has yet to be programmed (excluding repayment of a Metro loan to SGVCOG), and a portion of the Bus System Improvement Program and First/Last Mile and Complete Streets MSPs. The cities within the SGVCOG also receive Measure M Local Return, estimated to total $25.6 million in fiscal year (FY) 2027, which could fund a portion of SGV Forward.

Eastside Transit Corridor Phase 2

The initial operating segment (IOS) funding plan for Eastside Phase 2 was last presented to the Board in May 2024 (2024-0190), when the Final EIR was certified. It relies on committed Measure M and Measure R sales tax revenues, other local sales tax sources (Proposition A and Proposition C), secured state funds, and additional state and federal funding to be secured. Groundbreaking of the IOS is assumed in FY 2029 with completion anticipated in 2035-2037. The remaining funding to be secured totals approximately $3,943.0 million for the IOS. The project is now in early construction with $33 million in Measures R and M funding billed to the project to date. The Measure R Transit subfund commits $1.271 billion in 2008 year of expenditure dollars to the Eastside project. At present Measure R 35% actual receipts are down $975 million or 16% under original projections. Total Measure R 35% Transit subfund is underfunded by $3.0 billion or 26%, based on actual revenues with 3% annual growth from 2027-2039 as illustrated in the table below.



- 2010 – 2026 INCEPTION TO DATE (ITD)
Actual receipts are $975M, or 16% under original projections

- 2027 – 2039 FUTURE PROJECTED
Shortfall is $2,022M, or 26% under original projections based on 3% annual growth.

- TOTAL MEASURE R 35 REVENUES PROJECTION
Total MR35 subfund is underfunded by $3.0B, or 26%, based on actual revenues with 3% annual growth from 2027 - 2039

In summary, Measure R and Measure M did not provide for splitting the corridor into two concurrent projects. However, Metro continues to support SGV Forward consistent with the Board action in February 2020. Consequently, SGV Forward is not included in the Measure M 10-Year Comprehensive Assessment, which evaluates Expenditure Plan projects and Multi-Year Subregional Programs (MSP) completed or anticipated to be completed through 2037, consistent with the Measure M Ordinance. Within the San Gabriel Valley subregion, staff will evaluate in the Assessment:

- The A Line Foothill Extension to Claremont, which has a $1 billion Measure M commitment (2015 dollars) and may be under construction during the evaluation period. To date, $1.149 billion has been spent on the A Line Foothill Extension. An additional contract covering construction from Pomona Station to a new Claremont station is still to be finalized.
- Four San Gabriel Valley MSPs, including Active Transportation Program, Bus System Improvement Program, First/Last Mile and Complete Streets, and Highway Demand Based Program totaling $715 million (2015 dollars).

Exclusion from the Assessment does not prevent the Board from advancing SGV Forward. Once the project has a defined scope, schedule, cost estimate, and completed environmental review, the Board may approve the project. Metro continues to support the SGV Forward program, including developing a funding strategy for near-term improvements of the project once schedule and cost estimates are developed.



Measure M 10-Year Comprehensive Assessment Project Evaluation Framework, Metrics and Weighting

Planning & Programming Committee
Executive Management Committee

File# 2026-0786
November 18, 2026
November 19, 2026

Metro

Requested Action

RECOMMENDATION

APPROVE the project evaluation framework, inclusive of metrics, and weighting, for the Measure M 10-Year Comprehensive Assessment

Measure M 10-Year Comprehensive Assessment Framework

GOALS
Measure M
NOVEMBER 2016

OBJECTIVES AND CRITERIA
Comprehensive Assessment
JULY 2026

METRICS & WEIGHTING

MM 5-Year
> State of the System and Quality of Life
> Program Delivery

MM 10-Year
> Capital Project Performance and Delivery Assessment

WE ARE HERE

FY23 — FY27 — FY32 — FY37

Project Evaluation Categories and Weighting

Measure M Evaluation Goals (2015)	Weight	CBA* Goals (2025)	Weight	MM Comp Assessment	Weight
Mobility	45.0%	Mobility & Accessibility	40%	**Mobility**	**40%**
Accessibility	17.5%			**Accessibility**	**20%**
Economy	12.5%	Economic Impact	15%	**Economy**	**15%**
Safety	12.5%	Safety/Health	15%	**Transportation Safety**	**12.5%**
Sustainability & Quality of Life	12.5%	Environmental Sustainability	15%	**Sustainability & Quality of Life**	**12.5%**
		Operational Sustainability	15%		
TOTAL	100.0%	TOTAL	100.0%	**TOTAL**	**100.0%**

**CBA: Cost-Benefit Analysis*

Project Evaluation Metrics

Consistent with past and current Metro frameworks

Mobility

- Average Vehicle Occupancy
- Travel Time Reliability
- Person Throughput
- Vehicle Hours of Delay
- Travel Time

Accessibility

- A2O[1] All Destinations
- Active Transportation Trips
- Systemwide Connectivity
- Mode Share
- Transit Ridership

Economy

- A2O Jobs & Retail
- Gross Regional Product
- Jobs/Job Years

Transportation Safety

- Fatal & Severe Injury Crashes
- Conflict Points
- System Redundancy

Sustainability & Quality of Life

- A2O Quality of Life
- GHG[2] Emissions
- Investment in EFCs[3]
- TOD[4] Potential
- Vehicle Miles Traveled

1. Access to Opportunity; 2. Greenhouse Gas Emissions; 3. Equity Focus Communities; 4. Transit-Oriented Development.

Complete Evaluation Framework

WEIGHTING	METRICS
40% Mobility	Average Vehicle Occupancy; Travel Time Reliability; Person Throughput; Vehicle Hours of Delay; Travel Time
20% Accessibility	A2O[1] All Destinations; Active Transportation Trips; Mode Share; Systemwide Connectivity; Transit Ridership
15% Economy	A2O Jobs & Retail; Gross Regional Product; Jobs/Job Years
12.5% Transportation Safety	Fatal & Severe Injury Crashes; Conflict Points; System Redundancy
12.5% Sustainability & Quality of Life	A2O Quality of Life; GHG[2] Emissions; Investment in EFCs[3]; TOD[4] Potential; Vehicle Miles Traveled

1. Access to Opportunity; 2. Greenhouse Gas Emissions; 3. Equity Focus Communities; 4. Transit-Oriented Development.

Milestone Schedule and Next Steps

