

Metro

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



Agenda - Final

Wednesday, July 19, 2017

2:00 PM

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

Planning and Programming Committee

Jacquelyn Dupont-Walker, Chair

Hilda Solis, Vice Chair

Kathryn Barger

Mike Bonin

Ara Najarian

Carrie Bowen, non-voting member

Phillip A. Washington, Chief Executive Officer

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

PUBLIC INPUT

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

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

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

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

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

CALL TO ORDER**ROLL CALL****APPROVE Consent Calendar item: 15.****Consent Calendar items are approved by one motion unless held by a Director for discussion and/or separate action.**CONSENT CALENDAR**15 SUBJECT: REGIONAL RAIL** [2017-0458](#)**RECOMMENDATION**

RECEIVE AND FILE status report on the Regional Rail Update through June 2017.

NON-CONSENT**16 SUBJECT: SEPULVEDA PASS PROJECT** [2017-0488](#)**RECOMMENDATION**

RECEIVE oral update on the Sepulveda Pass Project.

17 SUBJECT: LINK UNION STATION UPDATE [2017-0480](#)**RECOMMENDATION**

RECEIVE AND FILE report on the Link Union Station project in response to March 2017 Board Motion.

Attachments: [Attachment A - March 2017 Board Motion](#)
[Attachment B - Above-Grade Concourse Concept](#)
[Attachment C - Concourse Concepts Comparison](#)
[Attachment D - Potential Active Transportation Elements](#)

- 18 SUBJECT: METROLINK SAN BERNARDINO LINE
STRATEGIC STUDY

[2017-0242](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. CONDUCT a study to evaluate the Metrolink San Bernardino Line and future Metro Gold Line Phase 2B services to develop strategies that would enable the two rail services to complement each other; and
- B. PROGRAM \$500,000 in Measure R 3% funds for the study.

- 19 SUBJECT: VERMONT TRANSIT CORRIDOR - RAIL
FEASIBILITY STUDY

[2017-0400](#)

RECOMMENDATION

RECEIVE AND FILE update in response to the March 23, 2017 Board motion directing staff to study potential future rail for the Vermont Transit Corridor.

Attachments: [Attachment A - March 23, 2017 Board motion](#)
[Attachment B - July 24, 2014 Board motion](#)
[Attachment C - October 16, 2014 Board motion](#)

**20 SUBJECT: FUNDING AWARD RECOMMENDATION FOR
FEDERAL TRANSIT ADMINISTRATION (FTA)
SECTION 5310, SECTION 5316 AND SECTION 5317
GRANT PROGRAM FUNDS**

[2017-0321](#)

RECOMMENDATION

CONSIDER:

- A. APPROVING the recommended federal Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funding awards totaling up to \$7,374,066 for Traditional Capital Projects and up to \$1,818,271 for Other Capital and Operating Projects, as shown in Attachments A and B, respectively;
- B. APPROVING the recommended federal Section 5316 Job Access and Reverse Commute (JARC) Program funding awards totaling up to \$6,278,036 as shown in Attachment C;
- C. APPROVING the recommended federal Section 5317 New Freedom funding awards totaling up to \$3,254,352, as shown in Attachment D;
- D. AMENDING the FY 2018 Budget to add \$2,953,505 for the recommended Section 5310 funded projects and \$3,000,000 for the recommended Section 5316 JARC Program, once the Federal Transit Administration (FTA) awards the grant funds;
- E. AUTHORIZING the Chief Executive Officer (CEO) or his designee to negotiate and execute pass-through agreements with agencies as sub-recipients approved for funding by FTA;
- F. DELEGATING to the CEO or his designee the authority to administratively approve minor changes to the scope of work of previously-approved Section 5310, Section 5316 and Section 5317 funding awards;
- G. CERTIFYING that the Section 5310, Section 5316 and Section 5317 funds are fairly and equitably allocated to eligible sub-recipients and, where feasible, projects are coordinated with transportation services assisted by other federal agencies; and
- H. CERTIFYING that all projects recommended for Section 5310, Section 5316 and Section 5317 funding are included in the locally-developed 2016-2019 Coordinated Public Transit-Human Services Transportation Plan for Los Angeles County ("Coordinated Plan") that was developed and approved through a process that included participation by seniors and individuals with disabilities, as well as by representatives of public, private, and nonprofit transportation and human service providers and

other members of the public.

Attachments: [Attachment A - Section 5310 Traditional Capital](#)
[Attachment B - Section 5310 Other Capital and Operating](#)
[Attachment C - Section 5316](#)
[Attachment D - Section 5317](#)
[Attachment E - Evaluation Criteria](#)

21 SUBJECT: EXPO/SEPULVEDA STATION PARKING [2017-0425](#)

RECOMMENDATION

AUTHORIZE the implementation of a monthly parking program to non-transit riders at the Expo/Sepulveda Station.

Attachments: [Attachment A - Monthly Parking Terms and Conditions](#)

22 SUBJECT: TAYLOR YARD BRIDGE CONSTRUCTION FUNDING AGREEMENT [2017-0344](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute a Construction Funding Agreement with the City of Los Angeles for the Taylor Yard Bridge with a not-to-exceed amount of \$21,700,000.

Attachments: [Attachment A - Design Funding Board Report.pdf](#)
[Attachment B - Site Plan and Rendering.pdf](#)
[Attachment C - Project Schedule.pdf](#)
[Attachment D - Project Budget.pdf](#)

47 SUBJECT: MOTION BY DIRECTORS BARGER AND NAJARIAN

[2017-0505](#)

RECOMMENDATION

WE THEREFORE MOVE that the Metro Board:

AUTHORIZE a study of the Metrolink AVL that determines a range of frequency of service to maximize regional accessibility throughout the day; assesses the status of existing tracks, culverts, tunnels, crossings and other infrastructure which limits operational flexibility & service reliability; recommends needed infrastructure & capital improvements (in level of priority) to support the range of frequency of service, service reliability, safety, and on-time performance, including latest technologies in rail propulsion, controls and rail stock; estimates the costs associated with the aforementioned improvements; and provides a cost-benefit analysis with prioritization of said improvements that can be used to help guide both Metro and Metrolink agencies in a direction to best achieve the above stated goals;

DIRECT staff to coordinate with Metrolink and local North County stakeholders on this study; and

DIRECT the CEO to report back to the board in September with an update on stakeholder outreach, identification of potential funding sources for the study, along with a timeline for study implementation.

Adjournment

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



Metro

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

Board Report

File #: 2017-0488, **File Type:** Oral Report / Presentation

Agenda Number: 16

**PLANNING AND PROGRAMMING COMMITTEE
JULY 19, 2017**

SUBJECT: SEPULVEDA PASS PROJECT

RECOMMENDATION

RECEIVE oral update on the Sepulveda Pass Project.



Sepulveda Pass Transit Corridor Study

Planning and Programming Committee

July 19, 2017

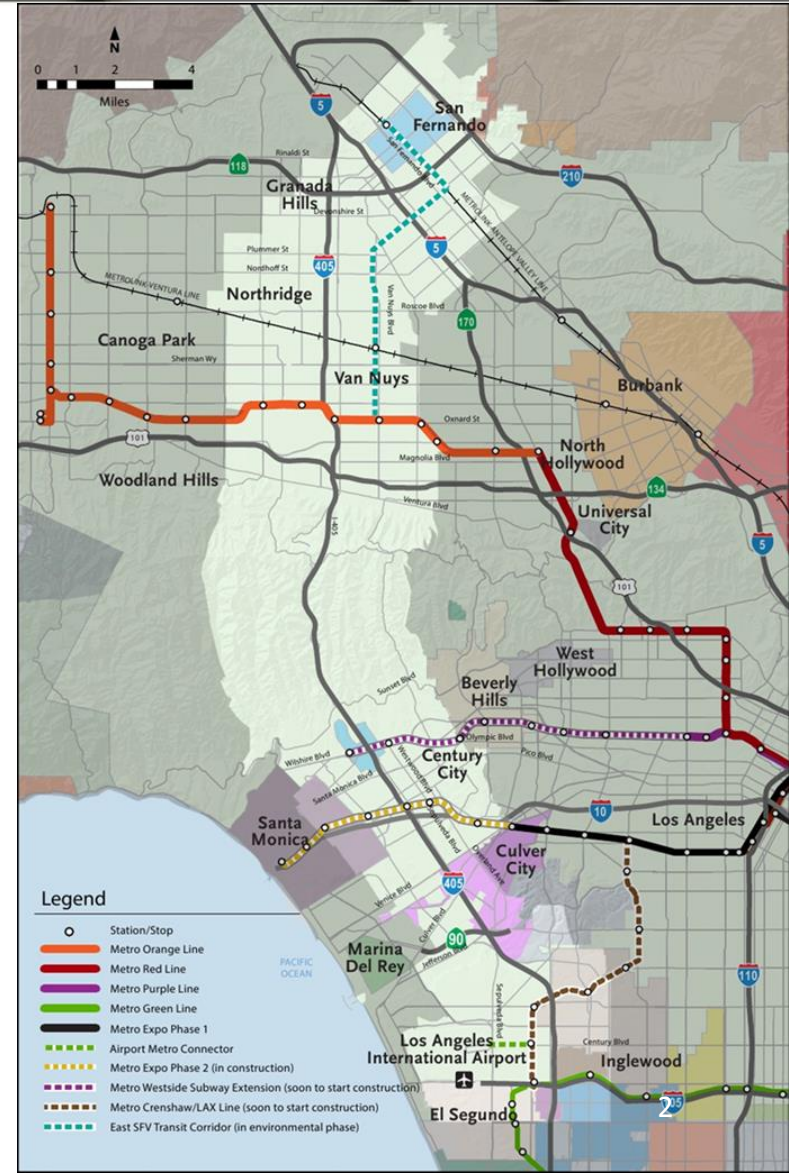
File #: 2017-0488



Metro

Project Overview

- **Purpose** is to implement high-capacity transit service between the San Fernando Valley and LAX
 - Provide critical north-south link in regional transit network
 - Improve access to employment and activity centers
 - Provide alternative to I-405 freeway
- Measure M project with 3 phases (opening)
 - Phase 1: I-405 Express Lanes (2026)
 - Phase 2: transit between San Fernando Valley and Westwood (2033)
 - Phase 3: transit extension to LAX (2057)
- Project identified as candidate for Public Private Partnership



Status of Request for Proposals (RFP)

- RFP released April 26, 2017
 - 24% SBE / 3% DVBE goals
- Key revisions to RFP:
 - Extended study area to LAX
 - Revised evaluation criteria
 - Removed Bus Rapid Transit
 - Included Transit-Oriented Communities element
- Proposals due August 14, 2017
- Contract award anticipated early 2018
- Separate Outreach Contract
 - Small business prime set aside

OEI - Project Delivery Methods Considered

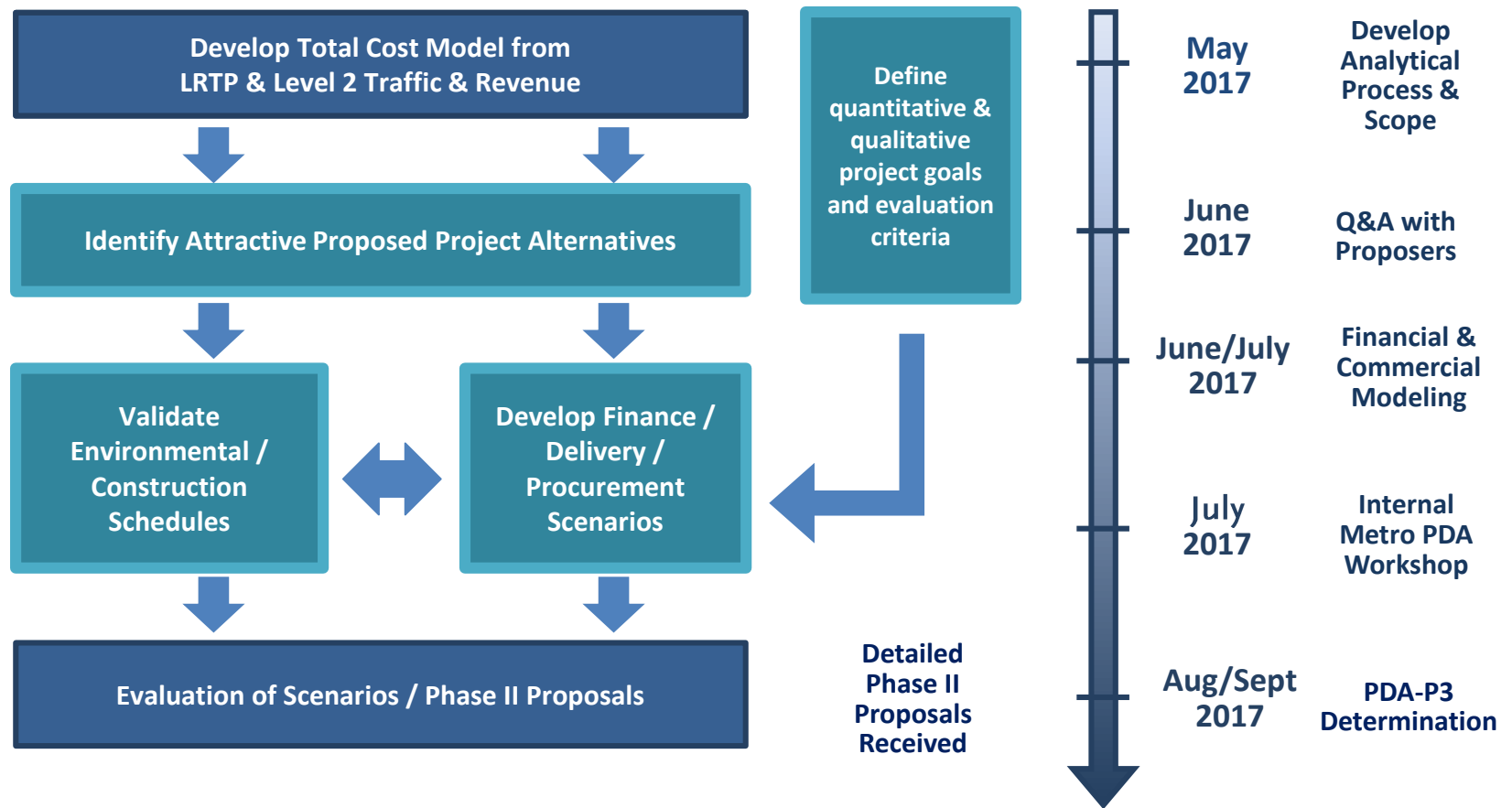
Metro Planned Delivery

- Managed lanes and transit element
 - \$9.8 billion capital cost
 - Phases 1 and 2 groundbreaking in 2024
 - Delivery in 2026 (managed lanes), 2033 (transit element), & 2057 (transit to LAX)

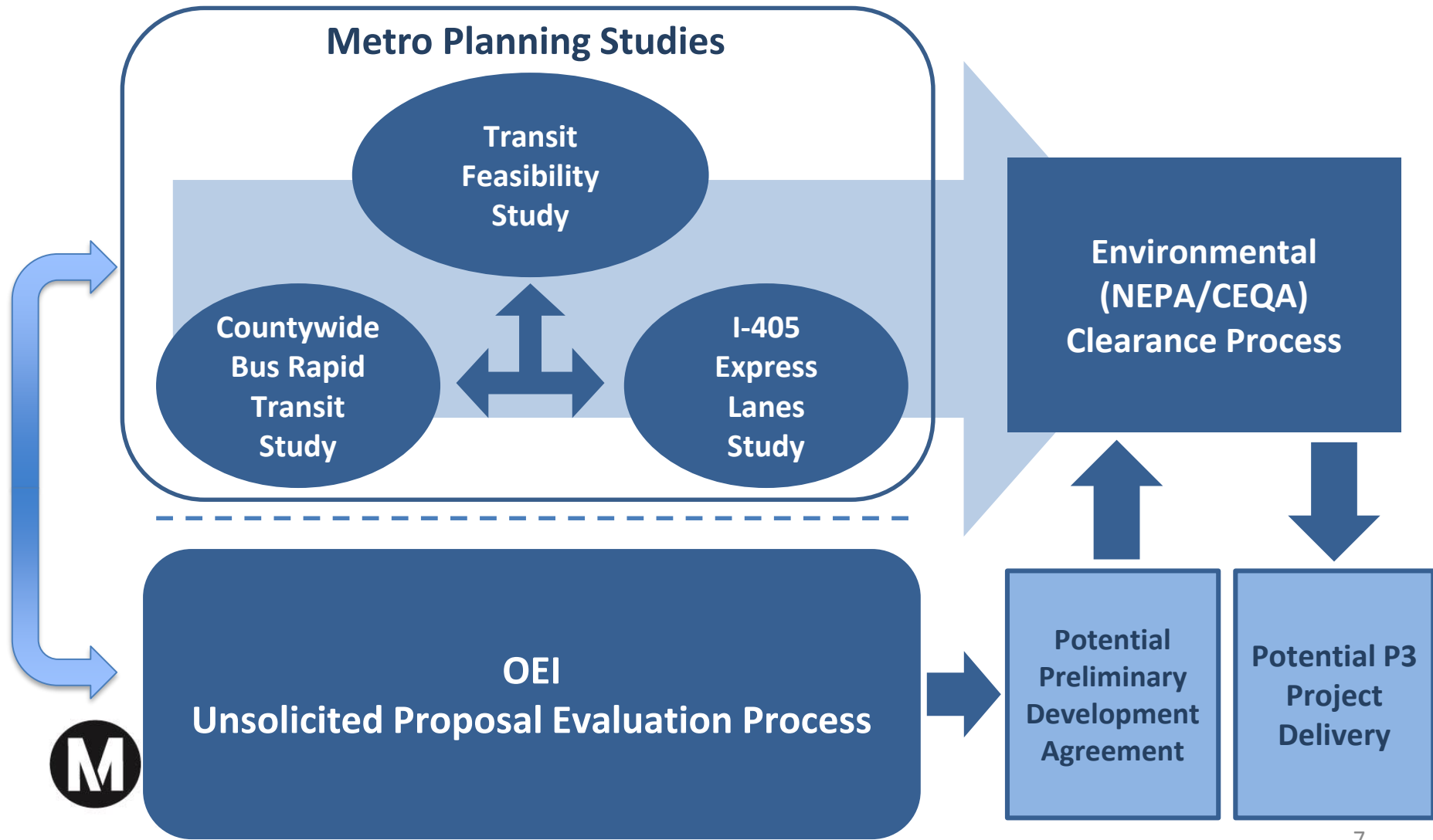
Unsolicited Proposals (UP)

- Innovations regarding project development & design, phasing, financing strategies, early works, construction approach, operational strategies, & maintenance
 - Potential benefits include acceleration, risk transfer, construction innovation, performance, and cost savings

OEI Evaluation Process for Unsolicited Proposals



Relationship Between OEI and Metro Planning





Thank you



Metro®



Board Report

File #: 2017-0480, **File Type:** Informational Report

Agenda Number: 17

REVISED
PLANNING AND PROGRAMMING COMMITTEE
JULY 19, 2017

SUBJECT: LINK UNION STATION UPDATE

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE report on the Link Union Station project in response to March 2017 Board Motion.

ISSUE

At the March 23, 2017 Board meeting, Chair Fasana, Director Barger, Director Solis and Direct Dupont-Walker directed the CEO to develop a new alternative for an outdoor and community-oriented passenger concourse that is above or at-grade with the rail yard and maximizes panoramic views of Union Station and the surrounding areas to passengers and visitors, with the requirement that this alternative be as cost-effective as possible. In addition, the Board Motion included the following:

1. Direct Metro's Joint Development team to lead, in coordination with and in parallel to the Link Union Station project, the release of a Request for Information/Qualifications (RFI/Q) to attract private development opportunities within Union Station and Gateway Plaza, in partnership with the City and County of Los Angeles and the surrounding property owners.
2. Evaluate opportunities to create pedestrian/active transportation linkages to the LA River.
3. Establish a volunteer-based, architectural review panel to offer suggestions and recommendations aimed at ensuring design consistency in and around Union Station that amalgamates the historic and modern elements of the surrounding area while promoting innovative ideas.
4. Develop a comprehensive community engagement strategy designed to capture input that is representative of the cultural diversity in the Union Station service area.

The CEO was directed to report back on all the above during the July 2017 Board cycle. Refer to Attachment A for the March 2017 Board Motion.

BACKGROUND

At its March Board meeting, the Metro Board approved the staff recommended “6+2 Phased” alternative that includes 6 run-through tracks for Regional Rail, 2 run-through tracks for future High Speed Rail that would be constructed at a later time, and accommodation for the future West Santa Ana Branch (WSAB) LRT project at Union Station. Included with the staff recommended alternative was a new expanded passenger concourse below the rail yard, which would need to be raised by approximately 15 feet above the existing yard. The 15-foot raise of the rail yard is needed to meet the minimum vertical clearance requirement over the ~~new Patsaouras Busway Station~~ El Monte Busway and US 101 freeway below the proposed run-through tracks viaduct structure.

Above-Grade Passenger Concourse Concept

In response to the Board Motion, the Link Union Station (Link US) project team has conducted a feasibility study for a new passenger concourse option that is above the raised rail yard. To provide the required vertical clearance over all 14 tracks (Gold Line, Regional Rail, future WSAB and future High Speed Rail), the floor of the above-grade concourse would need to be approximately 60’ above the ground level of the existing passageway. The above-grade concourse would be an aerial structure between 60 feet and 110 feet in width, to be supported by a series of columns and associated foundations located within the train platform areas. Regardless of whether the passenger concourse is above or below the rail yard, the 15-foot raise is needed to meet the minimum vertical clearance requirement over the new Patsaouras Busway Station. Refer to Attachment B for the above-grade passenger concourse concept.

A series of new vertical transportation elements (escalators, elevators and stairs) would be needed for each of the following grade changes:

1. Between the Red/Purple Line entrance on the West Portal area and the Metro Gold Line platform and future Metro WSAB Line platform
2. Between the Metro Rail platforms and the above-grade passenger concourse
3. Between the above-grade concourse and each of the five Regional Rail platforms
4. Between the above-grade concourse and Patsoauras Bus Plaza

Based on findings from the feasibility study, below are key advantages of the above-grade concourse over the below-grade concourse:

- Less impacts to rail operations (Regional Rail, Amtrak and Gold Line) during construction with shorter construction duration
- Views of the historic Union Station, LA River and downtown Los Angeles
- Approximately \$500 million in project cost savings. The estimated project cost with the below-grade concourse alternative ranges from \$2.2 to \$2.6 billion. The estimated project cost with the above-grade concourse alternative ranges from \$1.7 to \$2.1 billion.

Below are some disadvantages of the above-grade concourse over the below-grade concourse:

- Longer passenger travel time for connections from rail to bus, Regional Rail to Metro Rail, and vice versa
- Less square footage for station amenities and back-of-house areas
- Less square footage for potential private development (retail and mixed-use developments)

- Higher cost in operations and maintenance
- Limited access from the East Portal to the historic Union Station

Staff intends to carry both above-grade and below-grade passenger concourse concepts in the project's overall environmental review process for Link US. The Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) is anticipated to be circulated for public review in the first quarter of 2018. Refer to Attachment C for the comparison between the two concourse concepts.

1. Private Development Opportunities

Metro Joint Development staff is closely coordinating with the Link US team to develop a Request For Information/Qualifications/Proposal (RFI/Q/P) for private development at LAUS. This coordination will clarify additional development opportunities generated by the Link US Project, to be included in the RFI/Q/P. The goal will be to release the RFI/Q/P in Fall 2017, prior to the environmental clearance of the Link US Project, in order to allow the selected development team the opportunity for close coordination with the Link US team as the Link US project proceeds through environmental clearance and preliminary engineering. Having a developer team available during of the preliminary design and engineering process will facilitate identification of opportunities for strong connections between transit, development and bordering streets, and to explore potential value creation opportunities for the transit investments on site.

A potential timeline for the RFI/Q/P is as follows:

- 1) Release RFI/Q/P - October 2017
- 2) Proposals Due - February 2018
- 3) Developer Recommendation to the Board - June 2018

2. Active Transportation Opportunities

Staff is coordinating closely with Metro Active Transportation team to evaluate opportunities to create active transportation linkages between LAUS and the LA River. In particular, the Link US team has identified potential Active Transportation elements as part of Link US, and will continue to work with the Mayor's office, Councilman Huizar's office, City of Los Angeles Planning and Public Works Departments, and community stakeholders to further define the scope of the Active Transportation elements. Refer to Attachment D for potential Active Transportation elements as part of Link US.

3. Architectural Review Panel

Metro Joint Development staff has reached out to the leadership of the American Institute of Architects Los Angeles chapter (AIA/LA) to informally solicit ad-hoc & voluntary architectural review for the Link US project. The AIA/LA has regularly provided similar volunteer services to the City of Los Angeles through the Department of City Planning's Urban Design Studio. The AIA/LA has provided preliminary support for this service. Next steps are to identify the appropriate point in Link US project development to utilize the design review services.

4. Community Engagement Strategy

As part of the environmental review process, the Link US project team has implemented an extensive community engagement and stakeholder outreach strategy with a focus on the culturally diverse communities surrounding the Union Station area, including El Pueblo, Chinatown, Little Tokyo, Arts

District, Boyle Heights and Lincoln Heights. In the months approaching the release of the Draft EIR/EIS anticipated in the first quarter of 2018, the Link US project team will conduct another round of outreach to keep the communities engaged.

To facilitate coordination across Metro's transit infrastructure investments in the Arts District, Metro Community Relations staff will form a new Union Station/Arts District Community Advisory Committee, with representation from the Mayor's office, Councilman Huizar's office and community stakeholders. Link US project team will support the Metro Community Relations team on efforts in the creation of this committee. Once it is formed, staff intends to interact regularly with this committee to seek feedback on the Link US project.

NEXT STEPS

Staff will return to the Board during the September or October 2017 Board cycle regarding the scope of the proposed active transportation improvements around LAUS as part of the Link US project, and request for approval of a contract modification for additional design services associated with the active transportation elements. Staff will continue to identify funding sources for construction for the base Link US project. Metro Joint Development Staff will release a RFIQ/RFP in Fall 2017. Staff will continue to advance the EIR/S to include both the Above-Grade and Below-Grade Concourse Options. Staff will circulate Draft EIR/S for public review in Spring 2018. Staff will return to the Board for approval of the EIR/S Preferred Alternative in Fall 2018.

ATTACHMENTS

- Attachment A - March 2017 Board Motion
- Attachment B - Above-Grade Concourse Concept
- Attachment C - Concourse Concepts Comparison
- Attachment D - Potential Active Transportation Elements

Prepared by: Vincent Chio, Senior Engineer, Regional Rail, (213) 418-3178
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Reviewed by:
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Phillip A. Washington
Chief Executive Officer



Board Report

File #:2017-0214, **File Type:**Motion / Motion Response

Agenda Number:

**REGULAR BOARD MEETING
MARCH 23, 2017**

Motion by:

Chair Fasana, Supervisor Barger, Supervisor Solis and Director Dupont-Walker

March 23, 2017

Item 28, File ID 2017-0121; Link Union Station

At the February 2017 MTA Board meeting, the CEO requested that the Board carry forward a “Preferred Alternative” (six regional rail run-through tracks and four High Speed Rail run-through tracks) to the Draft Environmental Impact Report (EIR) and National Environmental Policy Act (NEPA) Draft Environment Impact Statement (EIS) phase and continue evaluating four other alternatives for the Link Union Station project, at an estimated project cost of \$2.7 billion.

MTA Board members raised concerns over the costs and feasibility of building the Preferred Alternative due to a lack of identified funding sources. Since last month, MTA staff revised the design and construction approach, and through value engineering methods and scope changes, the total project cost for the Preferred Alternative was brought down to \$2.0 billion.

In analyzing the new recommended Preferred Alternative, the substructure and concourse project elements still contribute to more than half of the total project cost.

To ensure future funding eligibility, it is important that the Preferred Alternative proceed for environmental clearance; however, it should be reasonably expected that MTA staff identify an alternative to the substructure and concourse project elements that may allow for reduced overall project costs.

A new Alternative would limit the scope of an underground concourse and allow passengers to access the rail station above or at-grade with the rail yard, all while creating an opportunity for an outdoor, community-oriented space.

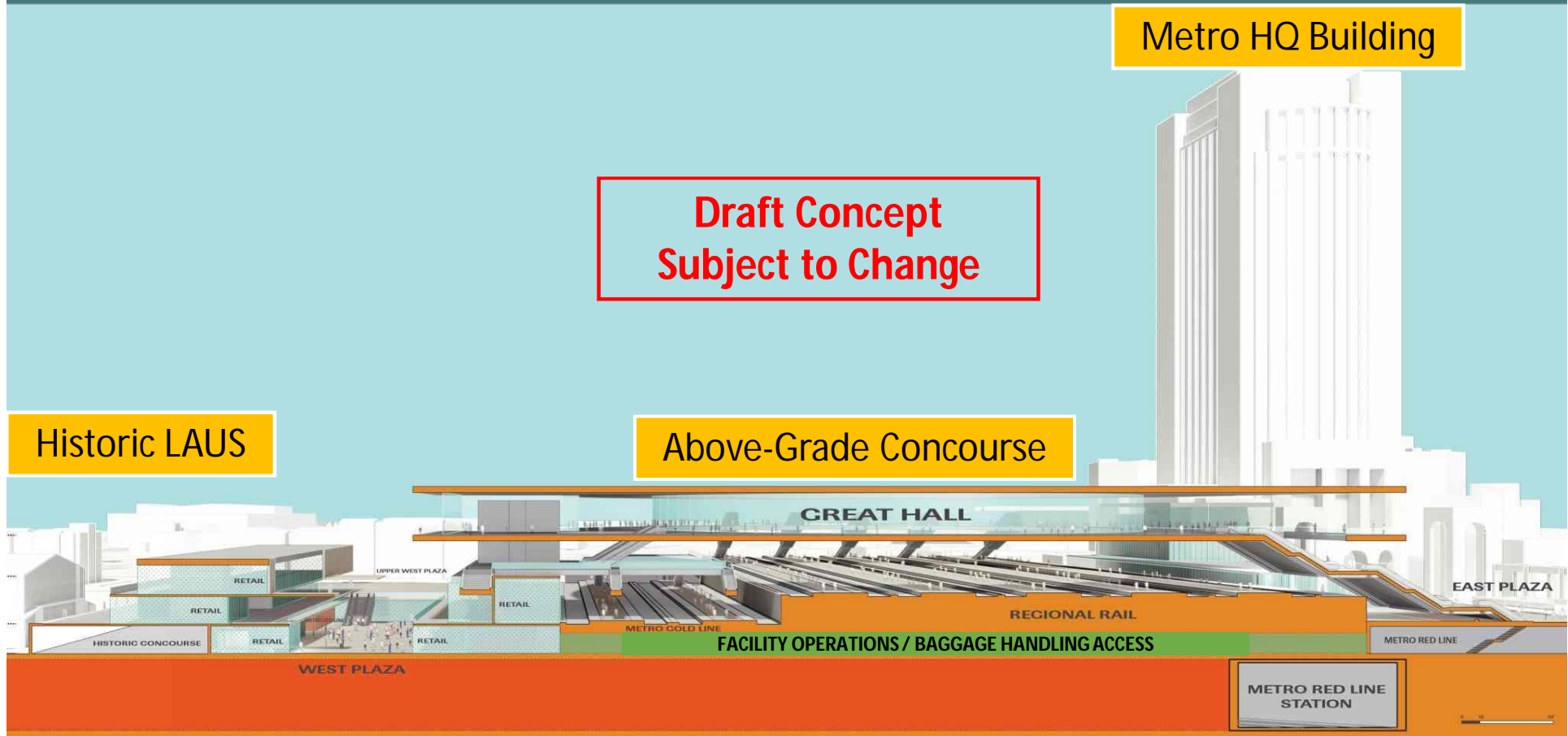
A new substructure and concourse alternative may also set the stage for future development around Union Station, creating a focal point and centerpiece of the surrounding area.

Motion by Solis and Dupont-Walker that the Board direct the CEO to:

-
- A. Authorize an amendment to the Link Union Station contract - within the limits of the approved contract authority and proposed modification - to develop a new alternative that modifies the substructure and concourse which includes, but is not limited to, the following:
1. An outdoor and community-oriented passenger concourse option that is above or at-grade with the rail yard and maximizes panoramic views of Unions Station, the LA River and Downtown Los Angeles to passengers and visitors;
 2. Allows passengers and the community to access the train terminals from above or at-grade with the rail station and track facility while enhancing ADA accessibility and meets modern standards for fire and life safety;
 3. Limits the substructure and concourse elements to core facility operations, baggage handling, etc.;
- B. Require for this modified alternative be as cost-effective as possible.
- C. Direct MTA's joint development team to lead the following coordinated efforts in parallel to the Link Union Station project:
1. Release a Request for Information/Request for Qualifications (RFI/RFQ) to attract private development opportunities within Union Station and Gateway Plaza.
 2. Partner with the City and County of Los Angeles and surrounding property owners to develop a common joint-development plan.
- D. Evaluate opportunities to create pedestrian/active transportation linkages to the LA River.
- E. Direct Metro's Union Station/Civic Center Taskforce to establish a volunteer-based, architectural review panel to offer suggestions and recommendations aimed at ensuring design consistency in and around Union Station that amalgamates the historic and modern elements of the surrounding area while promoting innovative ideas.
- F. Develop a comprehensive community engagement strategy designed to capture input that is representative of the cultural diversity in the Union Station service area.
- G. Report back on all the above during the July 2017 Board cycle.

###

Attachment B - Above-Grade Concourse Concept



Attachment C - Concourse Concepts Comparison


	Below-Grade Concourse		Above-Grade Concourse	
PASSENGER CONVENIENCE/STATION AMENITIES Seating Area, Wayfinding, Restrooms, Vertical Circulation Elements, Baggage Handling	✓	Shorter passenger travel time and centralized baggage handling, and more square footage for station amenities and back-of-house areas		More vertical circulation elements required at East and West Plaza
IMPACTS TO RAIL OPERATIONS Regional Rail, Amtrak, Gold Line			✓	Less impacts to train operations during construction.
CONSTRUCTABILITY Construction Phasing, Construction Duration			✓	Faster construction
TRANSIT ORIENTED DEVELOPMENT OPPORTUNITIES Potential Mixed-Use Development and Retail	✓	More square footage for potential retail and mixed-use development		
OPERATIONS & MAINTENANCE	✓	Lower cost in operations and maintenance		
PROJECT COST			✓	Approximately \$500 Million in project cost savings
SUSTAINABILITY / PANORAMIC VIEWS / NATURAL LIGHT Maximizes Panoramic Views of LA, Use of Natural Light		Solar PV Panels can be used on all platform canopies	✓	Passengers have access to views of the City, Historic Union Station and LA River



Attachment D – Potential Active Transportation Elements

Legend

Link US Potential Active Transportation Elements

 Improvements At-Grade

 Improvements Elevated

Connect US Action Plan

 Bike Lane/Cycle Track

 Shared-Use Path

Mobility Plan 2035

 Bicycle Lane

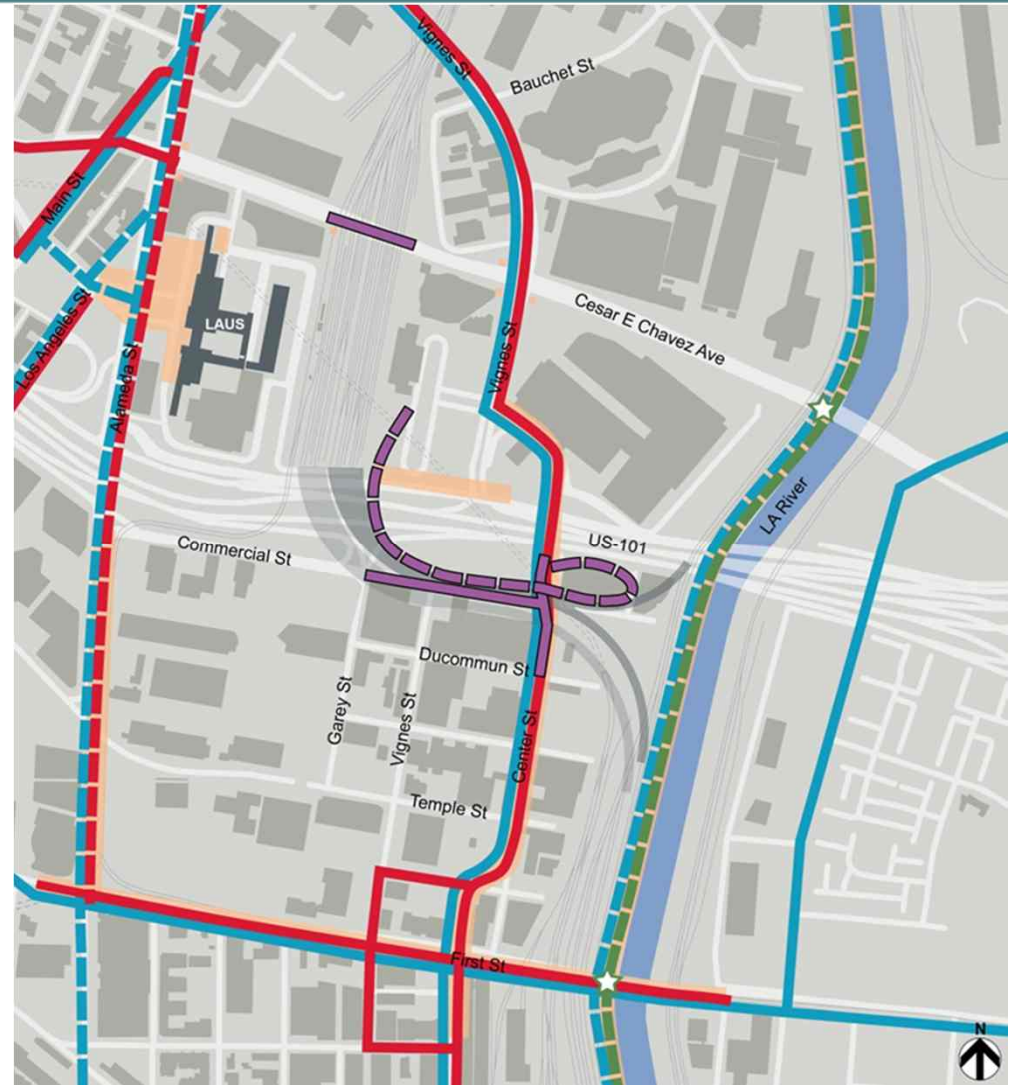
 Bicycle Path

LA River Bike Path Gap Closure Project

 Shared-Use Path

 Potential Access Location

 Other Metro Projects



**Board Report**

File #: 2017-0400, **File Type:** Motion / Motion Response**Agenda Number:** 19

**PLANNING AND PROGRAMMING COMMITTEE
JULY 19, 2017****SUBJECT: VERMONT TRANSIT CORRIDOR - RAIL
FEASIBILITY STUDY****ACTION: RECEIVE AND FILE****RECOMMENDATION**

RECEIVE AND FILE update in response to the March 23, 2017 Board motion directing staff to study potential future rail for the Vermont Transit Corridor.

ISSUE

At the March 23, 2017 Board meeting, staff presented the findings and recommendations from the Vermont Bus Rapid Transit (BRT) technical study. At that same meeting, the Board approved a motion (Attachment A) directing staff to proceed with the Vermont BRT project as a near-term "Phase 1" transit improvement; initiate a study of extending the Red Line heavy rail along Vermont Avenue to 125th Street, specifically focusing on connecting the Wilshire/Vermont Red Line Station to the Expo Line Station at Exposition/Vermont as an initial segment rail project; include a heavy rail alternative in the Alternative Analysis and Environmental Studies; and report back to the Planning and Programming Committee on all the above during the July 2017 Board cycle.

DISCUSSION**Background**

In July and October 2014, Board motions were passed (Attachments B and C) directing staff to begin technical analysis of BRT on the Vermont Avenue Transit Corridor, which was identified in the Los Angeles County Bus Rapid Transit and Street Design Improvement Study (CBRT) as a strong candidate for BRT implementation. In July 2015, staff formally kicked off the Vermont BRT technical study. The purpose of the study was to further evaluate the feasibility of implementing BRT. BRT is a high quality bus-based transit system that provides fast, comfortable, and cost effective service through the provision of a number of capital and operating improvements such as dedicated bus lanes, enhanced station stops, off-board fare payment and/or all-door boarding, branded vehicles, and enhanced transit signal priority (TSP). The Vermont Avenue Transit Corridor currently extends approximately 12.5 miles from Hollywood Boulevard to 120th Street and is the second busiest bus corridor in Los Angeles County, carrying approximately 45,000 passengers per day.

The study, which was completed in February 2017, identified four initial BRT concepts, two of which appeared to be the most promising in terms of improved passenger travel times, faster bus speeds, and increased ridership. In January and February 2017, staff held a final Technical Advisory meeting, elected officials and Board staff briefing, and an Open House for key targeted stakeholders to present and discuss the findings for the Vermont BRT study. Overall, there was strong agreement that BRT could greatly improve transit service along Vermont Avenue, but that the Corridor needed to be considered for future conversion to rail. Measure M includes conversion to LRT or HRT after FY 2067 based on ridership demand.

Vermont Rail Feasibility Study

In response to the March 23, 2017 Board motion, coupled with the community's expressed interest to examine the potential for rail conversion, staff is proceeding with augmenting the BRT technical study with an additional scope of work to conduct a Rail Feasibility study. The augmented study will re-evaluate the initial BRT concepts identified in the initial work completed in the BRT technical study to ensure that any design of a BRT system on Vermont Avenue would not preclude a future conversion to rail. This additional scope of work will also include evaluating and comparing multiple rail modes and/or alternatives (heavy rail, light rail, streetcar/tram), including an extension of the Metro Red Line along Vermont Avenue, specifically focusing on connecting the Metro Red Line at the Wilshire/Vermont Station to the Metro Expo Line at the Exposition/Vermont Station as a first segment. The study will also identify ridership thresholds that inform the conversion of BRT to rail.

Each rail alternative identified will be evaluated based on its engineering feasibility, constructability, operability, system performance, potential environmental issues/concerns, and consistency with community goals and priorities. The study will also forecast system benefits including ridership, develop planning-level capital and operating cost estimates, and examine the potential for a phased implementation of transit improvements on the corridor beginning with BRT. Environmental clearance of the Vermont Avenue Corridor BRT could commence thereafter. The Measure M expenditure plan lists the Vermont BRT project with a groundbreaking date of FY 2024.

Environmental review of the Vermont BRT will be delayed by at least 18 months to secure a contract and complete the work on the Rail Feasibility study, which is anticipated to conclude in early 2019. The environmental review could begin thereafter and conclude in late 2021, followed by final engineering concluding mid-2023. This sequence aligns with the Measure M groundbreaking date of FY 2024. Concepts resulting from the rail feasibility study may not necessarily be incorporated into the BRT project environmental document. That determination will be made in the future upon review of the augmented study results.

FINANCIAL IMPACT

Funding of \$350,000 to initiate the Vermont Rail Feasibility study is included in the FY 2018 budget under Cost Center 4240 (Regional Transit Planning), Project 471402 (Vermont Transit Corridor). The expanded scope of work for the Rail Feasibility study in response to the March 23, 2017 Board motion is anticipated to increase the cost of the work effort by approximately 25%. Since the work on this project would be multiyear, it will be the responsibility of the cost center manager and Chief Planning Officer to budget funds in future years.

Impact to Budget

The source of funds for this recommendation is Measure M 35% which is not eligible for bus and rail operating expenditures.

NEXT STEPS

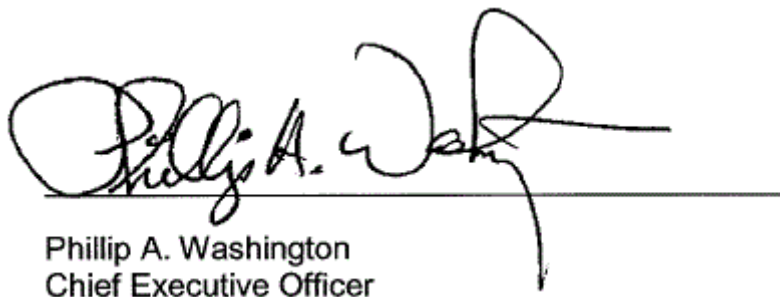
Staff will proceed immediately to procure consultant services for the Vermont Rail Feasibility study. This effort is expected to take approximately 12 months to complete from the time of contract award. Staff will keep the Board apprised of the study and return to the Board with study findings and recommendations.

ATTACHMENTS

Attachment A - March 23, 2017 Board motion
Attachment B - July 24, 2014 Board motion
Attachment C - October 16, 2014 Board motion

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Phillip A. Washington
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Metro

Los Angeles County
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One Gateway Plaza
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Board Report

File #:2017-0213, File Type:Motion / Motion
Response

Agenda Number:

**REGULAR BOARD MEETING
MARCH 23, 2017**

Motion by:

Directors Garcetti, Ridley-Thomas and Dupont-Walker

March 23, 2017

Relating to Item 9, File ID 2016-0835; Vermont Transit Corridor

Vermont Avenue has the second-highest number of transit boardings of any corridor in Los Angeles County, behind only Wilshire Boulevard.

In February 2017, the Vermont Avenue Rapid and Local bus lines combined for over 43,000 average weekday boardings, higher than the Green, Orange, and Silver Lines.

Recognizing the need for additional transit investment along Vermont Avenue, the 2009 Long Range Transportation Plan included a "Vermont Corridor Subway" in the list of Strategic Unfunded projects.

Since then, MTA staff has worked diligently to advance transit on Vermont Avenue. Vermont was listed as the number-one corridor for Bus Rapid Transit investment in the 2013 Countywide Bus Rapid Transit Study.

In 2014, MTA initiated technical studies for a Vermont Avenue Bus Rapid Transit project and is proceeding with Alternatives Analysis, including providing for a future conversion to light rail.

Bus service improvements on Vermont Avenue are vital, and MTA should proceed with Bus Rapid Transit improvements as quickly as possible. However, the Measure M Expenditure Plan anticipated future conversion to light or heavy rail. Given Vermont Avenue's intense transit ridership, MTA needs to pursue a path now for future rail options to serve this corridor.

Motion by Garcetti, Ridley-Thomas and Dupont-Walker that the Board direct the CEO to:

- A. Proceed with the Vermont Bus Rapid Transit project as a near-term "Phase 1" transit improvement along the Vermont Avenue Corridor;
- B. Initiate the study of extending the Red Line along Vermont Avenue to 125th Street, specifically

focusing on connecting the Wilshire/Vermont Red Line Station to the Expo/Vermont Expo Line Station as a "Section 1";

- C. Include a heavy rail alternative in the Alternative Analysis and Environmental Studies for the Measure M Vermont Transit Corridor; and
- D. Report back on all the above to the Planning and Programming Committee during the July 2017 Board cycle.

###

**MOTION BY DIRECTORS MICHAEL ANTONOVICH,
ARA NAJARIAN, MARK RIDLEY-THOMAS AND ERIC GARCETTI**

July 24, 2014

After several years of evaluation, MTA staff developed a list of eligible corridors for additional bus rapid transit (BRT) projects based on, among other things, ridership potential and net savings of operations funding. Two of the corridors hit upon unmet transit needs, which would greatly relieve congestion and link major transit centers.

The first corridor, Vermont Avenue, has long been recognized as one of the most congested streets in Los Angeles. According to MTA statistics, the Vermont Avenue corridor has among the most daily bus boardings in all of LA County. The bus system is unable to accommodate commuter demands without service improvements.

The second corridor between the North Hollywood Red/Orange Lines and the Pasadena Gold Line, by all accounts, has huge ridership potential and would connect the San Fernando and San Gabriel Valleys. Metro, in collaboration with Bob Hope Airport, is providing an important plane-to-train connection through improvements to the Metrolink Antelope Valley and Ventura County Lines. The Airport recently opened its Regional Intermodal Transit Center that provides seamless connectivity from trains to buses to planes. An additional connection through enhanced BRT is warranted to increase mobility.

I THEREFORE MOVE that the CEO direct staff to advance these projects and provide the Board with a report back in September on an implementation plan to include:

- A. Operations requirements
- B. Funding requirements
- C. Implementation timelines

I FURTHER MOVE that the CEO:

- A. Immediately initiate the hiring process for the Bus Rapid Transit planning position included in the Board-approved MTA Fiscal Year 2014-15 budget
- B. Dedicate additional staff to the aforementioned projects and the Countywide BRT Study as needed

MOTION BY DIRECTORS ARA NAJARIAN, GARCETTI AND ANTONOVICH

Construction Committee

October 16, 2014

At the July 24, 2014 board meeting, the MTA board approved moving both the Vermont Avenue BRT and the North Hollywood to Pasadena BRT to the environmental phase in preparation and anticipation of future funding. Board Chair, Mayor Garcetti, amended the motion to direct that both BRT's should be MTA's top priority for federal small starts funds.

At the board staff briefing this week, MTA staff stated that a consultant was being procured only for the Vermont Avenue BRT, in direct contrast to the board's direction that both BRT projects move forward in tandem to be positioned for small starts funding. To support this motion,

WE THEREFORE MOVE that the consultant procurement for BRT advancement be amended to include the North Hollywood to Pasadena BRT.



Board Report

File #: 2017-0321, File Type: Program

Agenda Number: 20

PLANNING AND PROGRAMMING COMMITTEE
JULY 19, 2017

**SUBJECT: FUNDING AWARD RECOMMENDATION FOR
FEDERAL TRANSIT ADMINISTRATION (FTA)
SECTION 5310, SECTION 5316 AND SECTION 5317
GRANT PROGRAM FUNDS**

ACTION: APPROVE FUNDING AWARD RECOMMENDATIONS AND RELATED ACTIONS

RECOMMENDATION

CONSIDER:

- A. APPROVING the recommended federal Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funding awards totaling up to \$7,374,066 for Traditional Capital Projects and up to \$1,818,271 for Other Capital and Operating Projects, as shown in Attachments A and B, respectively;
- B. APPROVING the recommended federal Section 5316 Job Access and Reverse Commute (JARC) Program funding awards totaling up to \$6,278,036 as shown in Attachment C;
- C. APPROVING the recommended federal Section 5317 New Freedom funding awards totaling up to \$3,254,352, as shown in Attachment D;
- D. AMENDING the FY 2018 Budget to add \$2,953,505 for the recommended Section 5310 funded projects and \$3,000,000 for the recommended Section 5316 JARC Program, once the Federal Transit Administration (FTA) awards the grant funds;
- E. AUTHORIZING the Chief Executive Officer (CEO) or his designee to negotiate and execute pass-through agreements with agencies as sub-recipients approved for funding by FTA;
- F. DELEGATING to the CEO or his designee the authority to administratively approve minor changes to the scope of work of previously-approved Section 5310, Section 5316 and Section 5317 funding awards;
- G. CERTIFYING that the Section 5310, Section 5316 and Section 5317 funds are fairly and equitably allocated to eligible sub-recipients and, where feasible, projects are coordinated with transportation services assisted by other federal agencies; and

H. CERTIFYING that all projects recommended for Section 5310, Section 5316 and Section 5317 funding are included in the locally-developed 2016-2019 Coordinated Public Transit-Human Services Transportation Plan for Los Angeles County (“Coordinated Plan”) that was developed and approved through a process that included participation by seniors and individuals with disabilities, as well as by representatives of public, private, and nonprofit transportation and human service providers and other members of the public.

ISSUE

The Los Angeles County Metropolitan Transportation Authority (Metro) is the Designated Recipient of FTA Section 5310, Section 5316 and Section 5317 Program funds in urbanized areas of Los Angeles County. As such, Metro is responsible for fund planning, programming, distribution, management and sub-recipient oversight. In January 2017, the Board approved the competitive FY 2017 solicitation process. Applications were due on April 28, 2017. This report presents the resulting funding recommendations for Board review and approval and summarizes the evaluation process in response to this solicitation.

DISCUSSION

Program Description

Three funding categories were available to eligible agencies through competitive solicitation. The federal Section 5310 Program provides funds for “traditional” capital or “other” capital and/or operating projects that support the transportation needs of seniors and individuals with disabilities. The competitive grant process also included repurposed federal Section 5316 JARC and Section 5317 New Freedom funds previously-approved for agencies that later indicated they would not implement their projects or did not need their full grant award. The Section 5316 JARC Program seeks to improve access to transportation services to employment and employment-related activities by welfare recipients and eligible low-income individuals. The Section 5317 New Freedom Program seeks to reduce barriers to transportation services and expand the mobility options available to people with disabilities, including transportation to and from employment and employment services.

Funding Availability

A total of \$9,692,287 in Section 5310 funds were made available through the solicitation process, with specific amounts allocated to the Los Angeles-Long Beach, Santa Clarita and Lancaster-Palmdale Urbanized Areas. The Board also approved a total of \$8,013,181 in Section 5316 JARC and \$665,305 in Section 5317 New Freedom repurposed funds for the solicitation. However, subsequent to the solicitation’s release, staff was notified that a sub-recipient agency would be returning additional Section 5317 grant funds. Therefore the recommendation proposes to award an additional \$2,589,046 in repurposed Section 5317 funds for a total of \$3,254,352 in grant awards for that funding category. It is important to note that under MAP-21, the Section 5316 and Section 5317 Programs were repealed, thus no new funding apportionments will be made under these programs. Due to the age of these funds, added eligibility restrictions apply and special conditions may be required for some sub-recipients receiving these grant funds.

Application Process

On February 3, 2017, a notice of funding availability with a link to the Board-approved application package was sent out to over 4,000 potential applicants. Staff also coordinated with the stakeholder group assisting staff on the Board approved Action Plan to address the transportation needs of older adults and people with disabilities to ensure strong awareness of the funding opportunity within the community. The solicitation information was also posted on the Metro website. Metro hosted three informational workshops attended by more than 75 agencies to review program requirements, the Application Package, project evaluation and the selection process. Staff participated in one-on-one meeting requests and fielded over 300 technical inquiries in support of application development. Forty-nine responsive applications requesting over \$23 million in federal grants were received by the April 28, 2017 deadline.

Evaluation and Ranking

Three evaluation panels were convened to evaluate applications. The panels were comprised of volunteers representing public transit agencies, the Bus Operations Subcommittee, the Local Transit Systems Subcommittee, the Southern California Association of Governments and private non-profit organizations (Move LA and Communities Actively Living Independent and Free). Metro staff facilitated the panel discussions but did not score applications. The average score of each evaluation panel and corresponding ranking for each project is shown in Attachments A - D. Attachment E contains the Board-approved evaluation criteria applied by panel members in scoring proposals.

Consistent with Board-approved guidelines, funding awards are limited to proposals with a final competitive score of 70-100. Where program funds were undersubscribed and eligibility allowed, Metro applied funds across all grant programs to maximize the number of projects recommended for award. A total of 39 projects are recommended for funding. Nine projects failed to achieve the minimum score required for grant award while one project achieved the minimum score however insufficient funds are available in the grant category. Preliminary funding recommendations were distributed to proposing agencies on May 26, 2017.

Technical Advisory Committee (TAC) Appeals

On June 7, 2017, TAC heard applicant appeals from three agencies. Two agencies, Logan Marsh Neal Care Foundation and Administrative Services Co-operative, did not score within the competitive range. The third agency, Good Samaritan Hospital, presented to TAC to support their preliminary fund award. After hearing the presentations, TAC approved a motion supporting the preliminary funding recommendation and recommended that the City of Alhambra be offered a partial award with the remaining unallocated Section 5310 balance for the LA-Long Beach UZA.

Administrative Scope Changes

Grant sub-recipients may request to re-scope their project(s) from what was approved by the Board. The proposed recommendation will delegate to the CEO or his designee the authority to administratively approve minor changes to the scope of work. Minor changes include those which meet all the following criteria: 1) The scope change is consistent with the defined project limits as approved by the Board; 2) the scope of work, as modified, continues to meet the original intent of the approved project scope; 3) to the extent that the scope change results in a reduced total project cost, the new total project cost shall be within 15% of the original total project cost; and 4) the parties shall maintain the original grant to grantee funding commitment ratio (for example, if the grantee originally

committed 20% of the total project cost and Metro committed 80%, those percentages shall apply to the new total project cost).

DETERMINATION OF SAFETY IMPACT

Approval of the recommendation will have no impact on safety.

FINANCIAL IMPACT

The FY18 budget includes a total of \$11,442,929 for the federal Sections 5310, 5316 and 5317 Programs in Cost Center 0441, Subsidies to Others, under Projects 500005 (Seniors and Disabilities - S5310), 500003 (JARC Program Capital and Ops) and 500004 (New Freedom Capital and Operating). The proposed action will add \$5,953,505 to the FY18 budget, with \$2,953,505 for the Federal Section 5310 Program and \$3,000,000 for the JARC Program once the FTA awards the grants.

Since these are multi-year projects, the cost center manager and the Chief Planning Officer will be responsible for budgeting project expenses in future years.

Impact to Budget

The sources of funds for these Programs are Federal Section 5310, Section 5316 and Section 5317, which are not eligible for Metro's bus and rail operating and capital budgets..

ALTERNATIVES CONSIDERED

The Board may choose not to approve all or some of the recommended actions. Staff does not recommend this alternative because, without Board approval, Metro cannot fulfill its responsibilities as the Designated Recipient of Section 5310, Section 5316 and Section 5317 Program funds and the projects recommended for funding awards in Attachments A through D would not be implemented. Without Board approval, Metro also could risk losing approximately \$7 million in Section 5310 Program funds that will lapse if not obligated through FTA grant approval by September 30, 2018.

NEXT STEPS

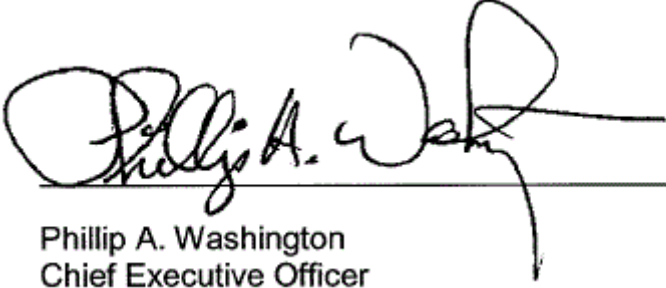
With Board approval, staff will send a notification of final funding award to each project sponsor and will submit Section 5310, Section 5316 and Section 5317 grant applications or grant revisions to FTA on their behalf. Once the FTA awards the grants, staff will develop and execute grant pass-through agreements with those agencies as sub-recipients and amend the FY 2018 Budget as required. As the Designated Recipient for these funds, staff will work to ensure that sub-recipients comply with all federal rules, regulations and requirements. At the conclusion of this programming cycle, there were remaining balances in Section 5316 funds (approx. \$1.7 million) and Section 5310 fund apportionments for the Lancaster-Palmdale UZA (approx. \$357,000) and Santa Clariata UZA (approx. \$129,000). Appropriate steps to further program these balances will be pursued and reported to the Board.

ATTACHMENTS

Attachment A - Section 5310 Traditional Capital Project Funding Recommendations
Attachment B - Section 5310 Other Capital and Operating Project Funding Recommendations
Attachment C - Section 5316 Capital and Operating Project Funding Recommendations
Attachment D - Section 5317 Capital and Operating Project Funding Recommendations
Attachment E - FY 2017 Section 5310, 5316, 5317 Solicitation for Proposals Evaluation Criteria

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Phillip A. Washington
Chief Executive Officer

**FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM
FY 2017 SOLICITATION FOR PROPOSALS
Funding Award Recommendations- Traditional Capital Projects**

AGENCY/ FUNDING RECOMMENDATION	PROJECT	SCORE	ELIGIBLE COST (\$)	LOCAL MATCH (\$) ³	VEHICLES	AWARD
RECOMMENDED FOR FUNDING AWARD						
1. Pomona Valley Transportation Authority	Get About Vehicle Replacement: Capital assistance to procure six (6) Class C large buses for replacement	97.50	\$480,000	\$48,000	6	\$432,000
2. City of Pasadena	Aging Vehicle Replacement: Capital assistance to procure four (4) Class B medium buses for replacement	97.50	\$298,744	\$29,875	4	\$268,869
3. AltaMed Health Services Corporation	Vehicle Replacement: Capital assistance to procure nine (9) Class B medium buses for replacement	97.25	\$666,000	\$66,600	9	\$599,400
4. Valley Village	Replace Old Paratransit Vans: Capital assistance to procure four (4) Class K small buses and equipment for replacement	96.50	\$311,175	\$31,117	4	\$280,058
5. Tarzana Treatment Centers, Inc.	TTC Transportation Services [Replacement Vehicles]: Capital assistance to procure four (4) Class A small buses and one (1) Class D minivan for replacement	94.75	\$339,000	\$33,900	5	\$305,100
6. City of Azusa	DAR/Paratransit Enhancement Project: Capital assistance to procure four (4) Class B medium buses for replacement	94.50	\$353,241	\$35,324	4	\$317,917
7. Los Angeles Jewish Home for Aging	Transportation Services for Frail Seniors in the San Fernando Valley: Capital assistance to procure three (3) Class A small buses for replacement and one (1) Class A small bus for service expansion	94.00	\$288,000	\$28,800	4	\$259,200
8. Therapeutic Living Centers for the Blind	Vehicle Replacement Project: Capital assistance to procure three (3) Class K small buses for replacement	91.75	\$195,000	\$19,500	3	\$175,500
9. City of Whittier	DAR Replacement Vehicles: Capital assistance for the procurement of one (1) Class A small bus and three (3) Class D minivans for replacement	91.25	\$225,000	\$22,500	4	\$202,500
10. City of Los Angeles Department of Transportation (LADOT)	Cityride Replacement Vehicles: Capital assistance to procure fourteen (14) Class B medium buses for replacement	90.25	\$1,358,000	\$458,000	14	\$900,000
11. Institute for the Redesign of Learning	Institute for the Redesign of Learning [Vehicle Replacement]: Capital assistance to procure seven (7) Class A small buses and one (1) Class M low floor buses for replacement	88.00	\$559,000	\$55,900	8	\$503,100
12. City of Inglewood	Vehicle Replacement Project: Capital assistance to procure six (6) Class C large buses, two (2) Class E larger buses, and equipment for replacement	84.25	\$841,780	\$84,178	8	\$757,602
13. County of Los Angeles - Department of Public Works	Replacement Vehicles for DAR Services: Capital assistance for the procurement of three (3) Class B medium buses and five (5) Class M low floor buses for replacement	84.25	\$566,000	\$56,600	8	\$509,400
14. East Los Angeles Remarkable Citizens Association Inc.	Special Needs Transportation Program Vehicle Expansion: Capital assistance for the procurement of two (2) Class D minivans and six (6) Class V raised top vans for service expansion	80.75	\$420,000	\$42,000	8	\$378,000
15. Pomona Valley Community Services dba Community Senior Services	Community Senior Services Mobility Management: Capital assistance to support development and implementation of new mobility management program	80.50	\$467,478	\$53,277	-	\$414,201
16. Pomona Valley Transportation Authority ¹	Pomona Valley Mobility Manager: Capital assistance to support development and implementation of new mobility management program	79.50	\$99,854	\$9,985	-	\$89,869
17. Good Samaritan Hospital	Transportation Program at Good Samaritan Hospital: Capital assistance to support development and implementation of new mobility management program	75.75	\$771,502	\$231,452	-	\$540,050
18. Villa Esperanza Services	Transportation for Adults with Intellectual/Developmental Disabilities: Capital assistance to procure four (4) Class D minivans for replacement	73.00	\$204,000	\$20,400	4	\$183,600
19. City of Alhambra	Senior Ride Fleet Replacement project: Capital assistance to procure three (3) Class D minivans for replacement	71.50	\$153,000	\$15,300	3	\$137,700
20. Santa Clarita Valley Committee of Aging (Senior Center)	Vehicle Replacement: Capital assistance for the procurement of two (2) Class C larger buses for replacement	70.00	\$160,000	\$40,000	2	\$120,000
TOTAL /AVERAGE SCORE		87	\$8,756,774	\$1,382,708	98	\$7,374,066

FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM
 FY 2017 SOLICITATION FOR PROPOSALS
 Funding Award Recommendations- Traditional Capital Projects

AGENCY/ FUNDING RECOMMENDATION	PROJECT	SCORE	ELIGIBLE COST (\$)	LOCAL MATCH (\$) ³	VEHICLES	AWARD
NOT RECOMMENDED FOR FUNDING AWARD						
1. City of Compton ²	Senior Transit Fixed Route Bus Purchase: Capital assistance to procure two (2) Class E large buses for service expansion	70.50	\$220,000	\$22,000	2	\$0
2. Logan Marsh Neal Care Foundation	Vehicle Replacement: Capital assistance to procure one (1) Class C large bus for replacement	64.75	\$80,000	\$8,000	1	\$0
3. City of Gardena	People Moving People Paratransit for Seniors and Individuals with Disabilities: Capital assistance to procure two (2) Class D minivans for service expansion	45.50	\$102,000	\$12,000	2	\$0
TOTAL /AVERAGE SCORE		60	\$402,000	\$42,000	5	\$0

¹Project partially expensed and recommended for funding award in eligible Section 5317; see Attachment D.

²Although project proposal score achieved within the competitive funding range, the federal funding request of \$198,000 exceeds Los Angeles County UZA funding available balance of \$14,418.

³Minimum required local match is 10% of eligible cost. The City of Los Angeles Department of Transportation, Good Samaritan Hospital, and Santa Clarita Valley Committee of Aging proposed overmatch.

**FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM
FY 2017 SOLICITATION FOR PROPOSALS
Funding Award Recommendations- Other Capital and Operating Projects**

ATTACHMENT B

AGENCY/ FUNDING RECOMMENDATION	PROJECT	SCORE	ELIGIBLE COST (\$)	LOCAL MATCH (\$) ²	VEHICLES	AWARD
RECOMMENDED FOR FUNDING AWARD						
1. Pomona Valley Transportation Authority (PVTA)	One Step Over the Line Transportation: Operating assistance to support service expansion	96.50	\$588,000	\$294,000	-	\$294,000
2. Pomona Valley Transportation Authority (PVTA) ¹	Ready Now Continuation: Operating assistance to support service expansion	94.50	\$343,272	\$171,636	-	\$171,636
3. Los Angeles County Metropolitan Transportation Authority (LACMTA)	On The Move Riders Program: Operating assistance to continue, enhance, and expand senior travel training program	90.50	\$579,410	\$144,853	-	\$434,557
4. Pomona Valley Community Services/ Community Senior Services ¹	Community Senior Services Volunteer Driver Program: Operating assisting to enhance volunteer driver reimbursement program	87.50	\$23,730	\$6,925	-	\$16,805
5. Disabled Resources Center, Inc. (DRC)	Mobility Program Continuation: Operating assistance to continue mobility training program	86.50	\$87,540	\$21,885	-	\$65,655
6. Rancho Research Institute	Enhance Mobility of Seniors and Individuals with Disabilities: Operating assistance to continue transportation services	84.00	\$548,444	\$137,111	-	\$411,333
7. New Horizons	Green Light to Mobility Service Expansion: Operating assistance to continue and expand travel training program	82.50	\$268,380	\$67,095	-	\$201,285
8. Westside Pacific Villages	Vehicle to Enhance WPV Transportation Services: Other Capital assistance to procure one (1) Class D Minivan to implement new vehicle services	78.50	\$57,750	\$6,750	1	\$51,000
9. Westside Pacific Villages	Enhancements to WPV Volunteer Driving Program: Operating assistance to support new vehicle expansion and volunteer driving program expansion	78.50	\$144,000	\$36,000	-	\$108,000
10. City of Bell Gardens	Vehicle Replacement: Other Capital assistance for the procurement of one (1) Class C Large Bus	71.25	\$80,000	\$16,000	1	\$64,000
TOTAL /AVERAGE SCORE		85	\$2,720,526	\$902,255	2	\$1,818,271
NOT RECOMMENDED FOR FUNDING AWARD						
1. City of Compton	Operating- Senior Transit Fixed Route: Operating assistance to support service expansion	65.00	\$514,668	\$128,667	-	\$0
2. Administrative Services Co-Op	Service Expansion: Other Capital assistance to procure ten (10) Class M low floor buses for service expansion	64.00	\$577,000	\$115,000	10	\$0
3. City of Lynwood	Service Expansion: Other Capital assistance to procure two (2) Class C Large Buses and three (3) Class D Minivans for service expansion	59.50	\$313,000	\$31,300	5	\$0
4. City of Gardena	People Moving People - Paratransit for Seniors and Individuals with Disabilities: Operating assistance to support the continuation of existing service	32.50	\$171,565	\$37,427	-	\$0
TOTAL /AVERAGE SCORE		55	\$1,576,233	\$312,394	15	\$0

¹Project partially expensed and recommended for funding award in eligible Section 5317; see Attachment D.

²Minimum required local match is 10% of eligible capital cost and 25% of eligible operating costs. Pomona Valley Transportation Authority, Pomona Valley Community Services, and Administrative Services Co-Op proposed overmatch.

**FTA SECTION 5316 JOB ACCESS AND REVERSE COMMUTE PROGRAM
FY 2017 SOLICITATION FOR PROPOSALS
Funding Award Recommendations- Capital and Operating Projects**

ATTACHMENT C

AGENCY/ FUNDING RECOMMENDATION	PROJECT	SCORE	ELIGIBLE COST (\$)	LOCAL MATCH (\$)	VEHICLES	AWARD
RECOMMENDED FOR FUNDING AWARD						
1. City of Pasadena	Vehicle Replacement to Relieve Significant Overcrowding: Capital assistance for the procurement of two (2) 35-ft low floor CNG buses for replacement	97.33	\$1,078,540	\$215,710	2	\$862,830
2. City of Pasadena	Sunday Service to Address Mobility Gaps: Operating assistance to support the addition of Sunday service and reverse commute service	95.00	\$1,326,669	\$331,669	-	\$995,000
3. City of Los Angeles Department of Transportation (LADOT)	LADOT Reverse Commuter Express (Union Station to Redondo Beach): Capital assistance for procurement of one (1) 45' electric bus for service expansion	92.00	\$844,377	\$168,875	1	\$675,502
4. City of Los Angeles Department of Transportation (LADOT)	LADOT Reverse Commuter Express (Union Station to Redondo Beach): Operating assistance to support the addition of a reverse commute route	92.00	\$1,000,000	\$500,000	-	\$500,000
5. City of Compton ¹	Compton Renaissance Transit Peak Hour Enhancements: Operating assistance to support the expansion of peak hour service	90.00	\$256,233	\$64,058	-	See Note ¹
6. Access Services ^{1,2}	Access to Work - Extension Program (Capital): Capital assistance for the procurement of thirty-eight (38) Class A small buses for replacement	87.67	\$2,721,215	\$408,182	38	\$2,313,033
7. The Information and Referral Federation of Los Angeles County, Inc. (211 LA County)	Travel Voucher Expansion Pilot Program: Operating assistance to support the expansion of existing travel voucher program	83.67	\$949,846	\$237,461	-	\$712,384
8. City of Calabasas	Calabasas Shuttle Procurement: Capital assistance for the procurement of two (2) Class E larger buses for replacement	79.67	\$292,383	\$73,096	2	\$219,287
TOTAL /AVERAGE SCORE		90	\$8,469,263	\$1,999,051	43	\$6,278,036
NOT RECOMMENDED FOR FUNDING AWARD						
1. City of South Gate	Continuation of GATE Services: Capital assistance for vehicle replacement/backup- Purchase three (3) Class F low floor buses. Two (2) for replacement and one (1) for expansion	63.67	\$540,000	\$81,000	3	\$0
2. New Horizons	Vehicles for Inclusion Program: Capital assistance for vehicle service expansion- Purchase one (1) Class A small bus and four (4) Class D minivans	55.33	\$289,800	\$57,960	5	\$0
TOTAL /AVERAGE SCORE		60	\$829,800	\$138,960	8	\$0

¹Project sponsor is an ineligible recipient of restricted available grant funds; project proposed to be funded at \$192,174 through an exchange of a previously budgeted local fund source.

²Project partially funded through Section 5317; see Attachment C.

FTA SECTION 5317 NEW FREEDOM PROGRAM
 FY 2017 SOLICITATION FOR PROPOSALS
 Funding Award Recommendations- Capital and Operating Projects

AGENCY/ FUNDING RECOMMENDATION	PROJECT	SCORE	ELIGIBLE COST (\$)	LOCAL MATCH (\$)	VEHICLES	AWARD
RECOMMENDED FOR FUNDING AWARD						
1. Pomona Valley Transportation Authority ¹	Ready Now Continuation: Operating assistance to support service expansion	94.50	\$244,728	\$122,364	-	\$122,364
2. Access Services ²	Access to Work - Extension Program Vehicle Replacement: Capital assistance for the procurement of ten (10) Class A small buses for replacement	87.67	\$734,785	\$110,218	10	\$624,567
3. Pomona Valley Community Services dba Community Senior Services ¹	Community Senior Services Volunteer Driver Program: Operating assisting to enhance volunteer driver reimbursement program	87.50	\$830,415	\$249,125	-	\$581,290
4. Access Services	Access to Work - Extension Program: Operating assistance to support the continuation of existing service	87.33	\$3,276,000	\$1,638,000	-	\$1,638,000
5. Pomona Valley Transportation Authority ³	Pomona Valley Mobility Manager: Capital assistance to support development and implementation of new mobility management program	79.50	\$320,146	\$32,015	-	\$288,131
TOTAL /AVERAGE SCORE		87	\$5,406,074	\$2,151,722	10	\$3,254,352
NOT RECOMMENDED FOR FUNDING AWARD						
1. New Horizons	Aides for Access (Travel Escorts): Operating Assistance	60.50	\$526,428	\$132,357	-	\$0
TOTAL /AVERAGE SCORE		61	\$526,428	\$132,357	-	\$0

¹Project partially expended and recommended for funding in eligible Section 5310 Other Capital and Operating; see Attachment B.

²Project partially expended and recommended for funding in eligible Section 5316; see Attachment C.

³Project partially expended and recommended for funding in eligible Section 5310 Traditional Capital; see Attachment A.

FY 2017 Section 5310, 5316, 5317 Solicitation for Proposals & Application**EVALUATION CRITERIA**

The following summarizes general project narrative application requirements and the corresponding maximum points possible for each segment of the application (100 points maximum)

A. Scope of Work, Need, Objectives, Coordination and Outreach (Up to 40 points)

- Existing services and target populations served; detail proposed scope of work including: need, objectives, changes, improvements, and how it is aligned with program goals; present project readiness/schedule; explain how program funds requested will apply to meet project requirements (20 points).
- Project goals aligned with goals and strategies of the 2016-2019 Coordinated Public Transit – Human Services Transportation Plan for Los Angeles County (10 points).
- Specific details demonstrating project development and/or implementation coordination with others (5 points).
- Marketing, promotion, public awareness plans (5 points).

B. Project Implementation, Operating and Management Plans (Up to 20 points)

- Project management plan, project milestones and deliverables, and role and experience of key personnel.
- Contingency plan details: service, staffing, mechanical, and technical.
- Prior experience and performance providing similar/same transportation related services and managing federal pass through grants. Where none, prior experience and performance in non-transit services to target populations.

C. Performance Indicators and Project Effectiveness (Up to 20 points)

- Quantitative and applicable qualitative project performance measures over the life of project showing methodology to develop estimates.
- Evaluation of project effectiveness and strategies to mitigate poor performance.
- Tools & procedures to collect, track, and report project performance.

D. Budget Justification (Up to 20 points)

- Assumptions used to prepare project budget.
- Identification of all sources and amounts of revenue and/or grants to support project
- Identification & eligibility of federal fund program requested.
- Commitment letter with amount and source of non-USDOT local match funds committed to project.



Board Report

File #: 2017-0425, File Type: Program

Agenda Number: 21

PLANNING AND PROGRAMMING COMMITTEE JULY 19, 2017

SUBJECT: EXPO/SEPULVEDA STATION PARKING

ACTION: AUTHORIZE A MONTHLY PARKING PROGRAM AT THE EXPO/SEPULVEDA STATION

RECOMMENDATION

AUTHORIZE the implementation of a monthly parking program to non-transit riders at the Expo/Sepulveda Station.

ISSUE

Commuter parking occupancy has remained at approximately 33% since the implementation of the Parking Management Pilot Program ("Pilot Program") at the Expo/Sepulveda Metro Expo Line station. LA Urban Housing recently requested to use parking spaces available at the Expo/Sepulveda station garage for an adjacent development project. Staff is requesting authorization to provide a monthly parking program to non-transit riders. If approved, staff will implement this program by September 2017.

BACKGROUND

On March 2017, the Board authorized the implementation of the Pilot Program at all three new Expo II stations including the Expo/Sepulveda station. The approval for implementing the Pilot Program was based on the criteria of transit patron parking only. Implementation of the program began at the opening of the Expo II extension on May 22, 2016.

LA Urban Housing recently started the construction of a development adjacent to the Expo/Sepulveda station. However, due to the limited parking inventory nearby, construction staff has had difficulty finding parking. Recently, LA Urban Housing inquired on the possible use of parking spaces at the Expo/Sepulveda garage for its construction staff during construction hours.

DISCUSSION

There are currently 260 parking spaces available (77 monthly and 183 daily) at the Expo/Sepulveda station garage. As of June 2017, 49 monthly permits have been issued and 28 monthly permits are still available. Parking Management staff conducts surveys of this station on an ongoing basis. On average, 20 monthly and 65 daily parking spaces are utilized on a weekday basis; parking utilization remains at 33%.

Based on staff's assessment, 100 parking spaces can easily be made available for monthly parking. On a typical weekday, 175 spaces remain unused on a daily basis. In addition, the closure of the Culver City Expo station parking has not significantly increased the parking utilization at the Expo/Sepulveda station as had been expected.

If authorized, the 100 parking spaces will be allocated to the top two floors of the parking garage to minimize impact to Metro transit patrons. These spaces would be available on a monthly basis. Staff will re-evaluate parking demand and monthly parking spaces on an on-going basis to determine transit patron parking demand. Future assessment findings may determine whether to further limit the number of spaces made available to LA Urban Housing. Metro may also determine to terminate the contract if transit parking demand increases. Monthly parking terms and conditions are listed in Attachment A.

Underutilization of commuter parking spaces at this station may be attributed to the commuting patterns in the community. Based on a 2016 Metro survey, over 65% percent of patrons of the Expo Line station arrive by walking, 13% by driving and five percent by biking.

Supportive Transit Parking Program Master Plan

The Supportive Transit Parking Program ("STPP") master plan study is currently underway. Staff will bring the STPP master plan to the Board with recommendations from the Pilot Program performance findings and a new parking policy for adoption in late 2017. Based on work completed to date, staff may recommend that facilities with transit utilization under 69% be considered for non-transit paid parking, such as event parking, construction parking and open for public shared use.

DETERMINATION OF SAFETY IMPACT

Making parking spaces available for the proposed use at the Expo/Sepulveda Metro station will not have any safety impacts.

FINANCIAL IMPACT

Metro Parking Management staff will operate the 100 parking spaces through a paid monthly public parking program using current staffing. The program will generate approximately \$144,000 per year in gross revenue.

Impact to Budget

Staff anticipates this agreement will generate approximately \$144,000 a year in revenues in the Metro Park and Ride Fund (Fund 1230).

ALTERNATIVES CONSIDERED

The Board may choose not to authorize staff's recommendations to make 100 parking spaces available for monthly parking. This is not recommended as over half of the commuter spaces at this station have remained unused since the facility opened. Utilization of the garage for temporary construction parking will result in increased revenues that can support parking operations. Experience with this use can also contribute to findings from the Pilot Program and the STPP master plan currently underway.

NEXT STEPS

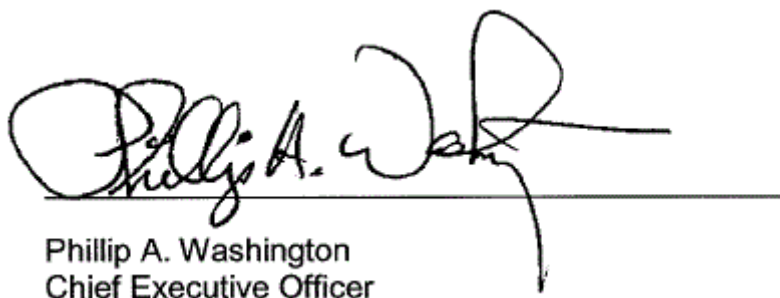
Upon approval by the Board, staff will start implementation of the program by September 2017.

ATTACHMENTS

Attachment A - Monthly Parking Terms and Conditions

Prepared by: Adela Felix, Principal Transportation Planner (213) 922-4333
Frank Ching, Senior Director, Countywide Planning & Development, (213) 922-3033
Calvin E. Hollis, Senior Executive Officer, Countywide Planning & Development, (213) 922-7319

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington
Chief Executive Officer

**Los Angeles County Metropolitan Transportation Authority
Monthly Permit Parking Terms and Conditions**

The following Terms and Conditions (“Agreement”) govern your account with Metro. If you have any questions about the information listed in this Agreement, please contact Metro Parking Management at Parking@metro.net.

By using the site and any services under the Metro Preferred Parking Permit Program, you agree that you are an individual person at least eighteen (18) years of age; you possess the legal authority to create and/or enter into a legal binding obligation and your use of this site and the Metro Permit services comply with the terms and conditions of this Agreement in addition to any obligations that are posted on the Metro’s website.

1. Account Information

When registering your Metro parking account, you may create and manage one (1) account for all vehicles, and all the monthly permit parking cost will be billed to the same account. You are exclusively responsible for managing this account and safeguarding your username, password and manage all the permits. It is your responsibility to ensure that all registered information is current and accurate. You agree to notify iParq immediately in the event you learn of unauthorized use of your account.

2. User Conduct and Compliance

All patrons shall follow the rules and regulations while using Metro’s property and parking facilities. Metro’s Administrative Code Title 8 (Parking Ordinance) and Metro’s Administrative Code Title 6 (Customer Code of Conduct) can be found at www.metro.net. You are responsible for your continued compliance with this Agreement and Administrative Codes 6 and 8.

In the event that Metro determines, in its sole discretion, that your conduct has violated this Agreement, Administrative Code Title 8 or Administrative Code Title 6, or has been unlawful in any way, Metro reserves the right to revoke your permit privilege, including seeking all available legal and equitable remedies against you.

3. Account Communication

Any communication regarding the permit parking account may be transmitted with the account holder either electronically, by phone or by mail via the registered email address, phone number or mailing address, respectively.

4. Pricing, Payments, Cancellations and Refunds

Parking space is rented on a calendar month basis, running from the first through the last day of the month. Payment is due on the first day of each month. Monthly parking fees will be charged to your credit card or bank account each month, unless approved by Metro and arranged with iParq in advance. On, or around the 1st of each month, parking fees for the current month will be automatically charged to you via the payment methods you have

ATTACHMENT A

provided. If, for any reason, the payment is not honored at that time, you will be emailed at the address you provided in your parking registration. You will have one week (7 calendar days) after the original payment attempt to update your payment information before your permit is cancelled and your space is resold.

Permit Cancellation

If you wish to discontinue your monthly charges and cancel your monthly permit for the following month, you may do so by emailing Metro Parking Management at parking@metro.net before the 25th of the current month stating that you no longer require your parking permit. Please include your full name, permit number and station that you park at.

Only after you complete the above step and receive a cancellation confirmation email will your permit be cancelled. Failure to cancel by the 25th of the current month may result in charges for the following month.

All Sales Are Final. No pro-rations, credits or allowances will be made.

Monthly Parking Rate

Expo/Sepulveda \$120.00 per month per vehicle

5. **Monthly Permit Parking**

Permit holders are only authorized to park in any space within the designated parking levels for non-transit users.

Monthly Permit Parking privileges are non-transferable. Your parking permit entitles you to occupy one parking stall only. Monthly parking is on a first come, first served basis. All parked vehicles shall display a valid permit. Permits must be displayed on the lower left hand corner of the front windshield. Vehicles parked without a valid permit and a corresponding registered license plate will be cited and/or towed in accordance with Metro's Administrative Code Title 8, other applicable code, or pursuant to this agreement.

Registration Requirements

Vehicle make, model and valid license plate number are required to be entered into your online account when registering for a Monthly Parking Permit. A minimum of one license plate must be registered to each permit. A maximum of two license plates may be registered per permit.

If a vehicle does not have a license plate the last five (5) digits of the vehicle identification number (VIN) are required in lieu of the license plate number. When a license plate is obtained for the vehicle, or within 60 days, whichever is first, the permit holder must update their permit record with the new license plate information. Failure to update the license plate information can result in immediate cancellation of your parking permit.

6. **Program Notifications**

ATTACHMENT A

Monthly Permit Parking is based on a month to month basis. Metro reserves the right to cancel or modify permits and/or this program at any time. Metro will make every effort to give written notice at least thirty (30) days prior to any cancellations or modifications except in the case of (i) circumstances beyond Metro's control, or (ii) if you are in violation of applicable Metro rules, regulations and ordinances.

Metro reserves the right to transfer permit holders to another location if deemed necessary.

It is prohibited to duplicate any monthly, daily or temporary parking permit.

By purchasing a Monthly Permit Parking you agree to these terms and conditions. Please contact Metro Parking Management at parking@metro.net with any questions.



Board Report

File #: 2017-0344, **File Type:** Agreement

Agenda Number: 22

PLANNING AND PROGRAMMING COMMITTEE JULY 19, 2017

**SUBJECT: TAYLOR YARD BRIDGE CONSTRUCTION
FUNDING AGREEMENT**

**ACTION: AUTHORIZE EXECUTION OF TAYLOR YARD BRIDGE CONSTRUCTION FUNDING
AGREEMENT WITH THE CITY OF LOS ANGELES**

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to negotiate and execute a Construction Funding Agreement with the City of Los Angeles for the Taylor Yard Bridge with a not-to-exceed amount of \$21,700,000.

ISSUE

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

In January 2012, the Metro Board approved the award of funds to the City of Los Angeles (City) for the design of the Taylor Yard Bicycle/Pedestrian Bridge over Los Angeles River (Bridge). The 2012 Board Report is included as Attachment A. Accordingly, Metro has provided the funds for the design of the Bridge, the City has completed 50% design, and the City will complete design from the remaining balance of the design grant and City funds by the end of this calendar year. A site plan and rendering are included in Attachment B.

Execution of the Construction Funding Agreement and completion of the Bridge by the City would fulfill Metro's commitment as part of the 1992 Settlement.

The Bridge will be funded by Metro, subject to terms in the Construction Funding Agreement, programmed over three years, starting Fiscal Year (FY) 2019. The City will construct, own, operate, and maintain the Bridge. The preliminary budget and schedule for the construction of the Bridge are included as Attachments C and D.

DISCUSSION

Background

Following the 1992 Settlement, the parties agreed that the City would design and construct the Bridge with funding from Metro via a grant mechanism. Metro granted the City various Call for Projects grants to build the Bridge and a related bike path, however all funds were subsequently deobligated due to delay in performance by the City.

At the January 2012 meeting of the Metro Board, Metro awarded \$1,073,000 to the City for the design of the Bridge, programmed for FY 2011-12 and FY 2012-13 through a Design Funding Agreement which included preliminary conceptual design, environmental documentation, right-of-way, environmental clearance permits, and final design and bid package preparation. The Design Funding Agreement was extended twice and now expires June 30, 2018.

The City has completed 50% drawings for the Bridge design and is responsible for all required permits and rights-of-way required for the construction of the Bridge as a part of the 2012 funding agreement.

Agreement Terms

- The Bridge will be funded by Metro, with funds advanced every six months based on expected expenditures, and recalculated every six months based on actual expenditures reflected in quarterly progress reports
 - Up to \$21,700,000 will be programmed over three fiscal years starting with FY 2019.
 - The City will provide supporting documentation in the form of Quarterly Progress/Expenditure Reports documenting expenditures from each advance.
- The City is responsible for the construction and completion of the Bridge as described in the Scope of Work of the Construction Funding Agreement.
- Metro will review the Bridge design before the City bids the construction, for purposes of ensuring the project is consistent with the limited scope of the Bridge.
- In the event the final budget (based upon approved bids) exceeds the current estimate of \$21,700,000, Staff will return to the Metro Board for its approval or disapproval.
- Metro shall be responsible for costs overruns due to unforeseen conditions associated with construction.
- The City shall be responsible for cost overruns due to avoidable delays in the project schedule or changes to the project scope initiated by the City.
- Metro will have the right to approve any change orders over \$100,000, following a procedure agreed to by Metro staff.
- The Bridge will be owned, operated, and maintained by the City at no cost to Metro.

DETERMINATION OF SAFETY IMPACT

Approval of this item will have no impact on safety.

FINANCIAL IMPACT

Adoption of the Construction Funding Agreement will require up to \$21,700,000 over three fiscal years. Because the Bridge will be owned and operated by the City, the project will not be considered as a Metro capital project.

Impact to Budget

There will be no impact to the FY 2018 budget. Since this is a multi-year agreement, the Chief Program Management Officer will ensure the project construction funding is included in future annual budget requests.

ALTERNATIVES CONSIDERED

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

NEXT STEPS

Upon Board approval, negotiations will be finalized and the Construction Funding Agreement executed.

ATTACHMENTS

Attachment A - Design Funding Board Report (January 18, 2012)

Attachment B - Site Plan and Rendering

Attachment C - Preliminary Project Design and Construction Schedule

Attachment D - Preliminary Project Budget

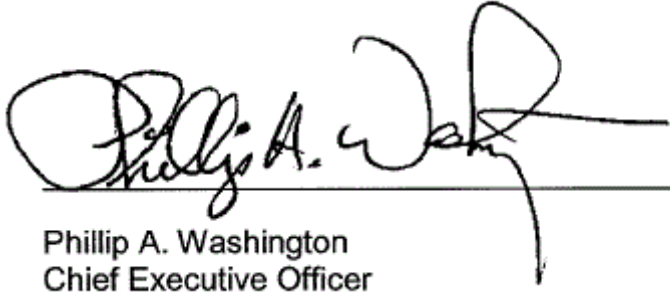
Prepared by: Christina Baghdasarian, Transportation Associate, Countywide Planning & Development, (213) 922-7685

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Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077

Rick Clarke, Chief Program Management Officer, (213) 922-7557



Phillip A. Washington
Chief Executive Officer

**Metro**Los Angeles County
Metropolitan Transportation AuthorityOne Gateway Plaza
Los Angeles, CA 90012-2952213.922.2000 Tel
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**PLANNING & PROGRAMMING COMMITTEE
JANUARY 18, 2012****SUBJECT: TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER****ACTION: AWARD FUNDS FOR DESIGN****RECOMMENDATION**

- A. Approve grant of \$1,073,000 to the City of Los Angeles (City) for design of Taylor Yard Bikeway/Pedestrian Bridge over Los Angeles River with the City providing \$327,000 in matching funds.
- B. Authorize the Chief Executive Officer (CEO) to enter into a Memorandum of Understanding (MOU) with the City for Taylor Yard Bikeway/Pedestrian Bridge; and
- C. Add \$400,000 to the FY12 budget for the Taylor Yard Bikeway/Pedestrian Bridge project.

ISSUE

The City recently requested funding for the design of the Taylor Yard Bikeway/Pedestrian Bridge project. The funds requested would fulfill our commitment as part of a 1992 settlement agreement pertaining to the development of the Taylor Yard Commuter Rail Facility for the Southern California Regional Rail Authority (SCRRA).

As part of that settlement agreement, the former Los Angeles County Transportation Commission (LACTC), one of our precursor agencies, agreed to design, finance and construct a pedestrian access system, linking the communities to the east and west of Taylor Yard and providing access to rail service, including a pedestrian bridge across the Los Angeles River.

Based on discussions with the City, it was agreed that the requested grant would provide funding for the design of the Taylor Yard Bikeway/Pedestrian Bridge. We are requesting Board approval of a grant of \$1,073,000 to the City, authorizing the CEO to enter into the necessary MOU for the grant funds and adding \$400,000 to the FY 12 budget, to allow the City to complete the design for the project.

DISCUSSION

As part of the 1993-94 Call for Projects and in an effort to meet the conditions of the settlement agreement, we were awarded \$2,000,000 to construct a bikeway/pedestrian bridge over the Los Angeles River.

As part of the 1995 Call for Projects, the Board programmed an additional \$843,000 to the City of Los Angeles Department of Transportation (LADOT) to construct a 3 mile long bike path between the Golden State Freeway, the SCRRA Central Maintenance Facility, and Fletcher Drive Bridge. Attachment B of Exhibit A shows the project area.

In November 2000, we proposed that LADOT assume management responsibility for the bikeway/pedestrian bridge project as well as the bike path. LADOT agreed.

Due to circumstances beyond their control regarding the Union Pacific railroad right of way, LADOT was unable to meet the timely use of funds provision and the funding was first lapsed by the California Transportation Commission (CTC) and subsequently by the Board in July 2010. (Call for Projects #738 & #2077).

The requested funding of \$1,073,000 will enable the City of Los Angeles to complete the design portion for this project. The funds will be programmed in FY 12 and 13. The project will fill a critical bicycle and pedestrian gap between the communities on the east and west sides of the Los Angeles River and help fulfill our commitment to the project. As part of the project, the City will provide \$327,000 in matching funds. Completion of design will provide an accurate estimate of the bridge's construction cost. Nothing in this MOU precludes or commits us to providing funding for the bridge's construction.

FINANCIAL IMPACT

The funding of \$400,000 for the Taylor Yard Bikeway/Pedestrian Bridge will be added to cost center 0441 NON-DEPARTMENTAL- CDP in FY12. Since this is a multi-year project, the cost center manager and Executive Director, Countywide Planning will be accountable for budgeting the remaining \$673,000 in FY13.

Impact to Budget

The General Funds (FAU Cash) funding requested for this purpose will be added to the FY 12 budget from our fund balance and not diverted from any existing program.

The funds in the recommended programming action are eligible for bus and rail capital and operating projects.

We are exploring eligibility and availability of other sources of funding for future bike related projects.

ALTERNATIVES CONSIDERED

The Board could choose not to provide funding for this project. This is not recommended because this bicycle/pedestrian bridge is a critical link in the regional bike and pedestrian network and because of our settlement agreement commitment.

NEXT STEPS

Upon Board approval, CEO will execute the attached MOU.

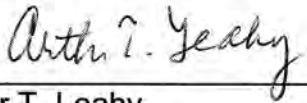
ATTACHMENTS

Exhibit A (Memorandum of Understanding)
Attachment B of Exhibit A (Project Site Map)

Prepared by: Silva Mardrussian, Transportation Planning Manager
Shahrzad Amiri, Deputy Executive Officer, Countywide Planning
Diego Cardoso, Executive Officer, Countywide Planning



Martha Welborne, FAIA
Executive Director, Countywide Planning



Arthur T. Leahy
Chief Executive Officer

**TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated for reference purposes only November 1, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Los Angeles ("Grantee") for the design of Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River.

WHEREAS, in July 1992, as part of a settlement agreement pertaining to the development of the Taylor Yard Commuter Rail Facility, the Los Angeles County Transportation Commission (LACTC), the precursor agency to LACMTA, agreed to design, finance and construct a pedestrian access system, linking the communities to the east and west of Taylor Yard and providing access to rail service, including a pedestrian bridge across the Los Angeles River; and

WHEREAS, as part of the 1993-94 Call for Projects, LACMTA was awarded over \$2 million to construct a bikeway/pedestrian bridge over the Los Angeles River (Call for Projects #738); and

WHEREAS, as part of the 1995 Call for Projects, LACMTA awarded \$843,000 to the City of Los Angeles Department of Transportation (LADOT) to construct Phase I, a 1.5 mile long bike path between the Golden State Freeway crossing at the south and the existing bike path access to the Metrolink Central Maintenance Facility at the north; and Phase II an additional 1.5 mile bike path between the existing bike path access to the Metrolink Central Maintenance and Fletcher Drive Bridge at the north (Call for Projects #2077); and

WHEREAS, LACMTA worked with the City to refine the project cost and identify sources for the approximately \$2 million in additional funding that was determined to be needed and requested that the City of Los Angeles apply for grant funds through future Calls; and

WHEREAS, as part of the 2006 Supplemental Call for Projects, at the request of LACMTA, LADOT applied for funds for the Taylor Yard Bridge on behalf of LACMTA with no local match requirement; and

WHEREAS, \$4.5 million was awarded to LACMTA with a 10% match requirement from LADOT; and

WHEREAS, a portion of this grant funding was \$744,000 in State Transportation Improvement Program dollars programmed for 2006-07 for engineering work, which could not be obligated by the deadline due to the inability to obtain at-grade crossing approval by Union Pacific Railroad; and

WHEREAS, during this period, LACMTA requested that the City of Los Angeles enter into an agreement to cover project responsibilities and funding, however, when the grant funds were deobligated, the agreement was abandoned; and

WHEREAS, an accurate engineering estimate is necessary to determine costs to construct the pedestrian bridge and the City of Los Angeles has identified \$1.4 million as necessary to complete the design of the project and will include preliminary conceptual design; and environmental documentation; right-of-way agreements and environmental clearance; and final design and bid package preparation;

WHEREAS, LACMTA Board of Directors, at its meeting on January 26, 2012, authorized a grant to Grantee, subject to the terms and conditions contained in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Project Funding
4. Attachment B - intentionally omitted
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
9. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the MOU and any attachments and the Specific Terms of the MOU shall prevail over the General Terms of the MOU.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

City of Los Angeles Department of Transportation

By: _____ Date: _____
Jaime de la Vega
General Manager

By: _____ Date: _____
Carmen A. Trutanich
City Attorney

PART I
SPECIFIC TERMS OF THE MOU

1. Title of the Project (the "Project"): Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the General Funds in the amount of \$1,073,000 (the "Funds") for the design. LACMTA Board of Directors' action of January 26, 2012, granted the Funds to Grantee for the Project. The Funds are programmed over 2 years, Fiscal Years FY 2011-12 and FY 2012-13. LACMTA Board of Directors' action approved Funds for FY 2011-12 only in the amount of \$400,000. LACMTA Board of Directors' action approved Funds for FY 2012-13 only in the amount of \$673,000. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to Grantee.
3. This one time grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold 'five percent (5%)' of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this MOU as **Attachment C**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this MOU for default as described in Part II, Section 9. **Any changes in the Scope of Work must be made by amendment.**
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment E** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgamMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through the LACMTA Call For Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes.

Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

7. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this MOU, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this MOU, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, Project Funding, Financial Plan, the Scope of Work, including schedule, or the lapse date of the Funds.

8. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Silva Mardrussian, Mail Stop 99-22-65

9. Grantee's Address:
City of Los Angeles
1149 S. Broadway Street, Suite 740
Los Angeles, CA 90015
Tim Fremaux, 213-972-4957, Tim.Fremaux@lacity.org

PART II
GENERAL TERMS OF THE MOU

1. **TERM:**

1.1 The term of this MOU shall commence on the date this MOU is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the MOU is executed shall be reimbursed in accordance with the terms and conditions of this MOU unless otherwise agreed to by the parties in writing.

1.2 **Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this MOU by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined in the MOU.**

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

Re: LACMTA Project: Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles River

Silva Mardrussian, MS 99-22-65

3. **USE OF FUNDS:**

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines.

3.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the LACMTA Board of Directors and detailed in Attachment C.

3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the MOU approved and signed by the LACMTA Chief Executive Officer or his designee.

3.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If Grantee desires to use the Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee will be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

4. **DISBURSEMENT OF FUNDS:** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Quarterly

Progress/Expenditure Report. Grantee Funding Commitment must be spent in direct proportion to the Funds with each quarter's payment.

5. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report (Attachment D1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

5.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the MOU period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU. Grantee's expenditures submitted to LACMTA for this project shall be in compliance with Federal Acquisition Regulations, Subpart 31 (FAR). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

5.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to

audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

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

5.7 In addition to LACMTA's other remedies as provided in this MOU, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this MOU, including the access to records provisions of Part II, Section 5.

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

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, this MOU shall be void and have no further force and effect, and LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 Grantee shall be responsible for any and all cost overruns for the Project.

7.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein. **Any Funds expended by Grantee prior to the execution of this MOU (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.**

7.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this MOU shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this MOU as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from LACMTA, or by

- December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this MOU. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
 - (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 5.1 of this MOU; and
 - (iv) expending the Funds granted under this MOU for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this MOU. All Funds programmed for FY 2011 - 12 are subject to lapse by June 30, 2014. All Funds programmed for FY 2012 - 13 are subject to lapse by June 30, 2015.

If Grantee fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation. **Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.**

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this MOU, the Project will be reevaluated by LACMTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Grantee does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this MOU shall automatically terminate.

9. **DEFAULT:** A Default under this MOU is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

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

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

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

11. **COMMUNICATIONS:**

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Grantee shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

11.2 If Grantee produces any Communication Materials that do not contain the information set forth in Section 11.1 above, Grantee must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Grantee does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Grantee may proceed with producing the Communications Materials as proposed.

11.3 For purposes of this MOU, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

11.4 For signage on Project structures, facilities, vehicles and construction sites, Grantee shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work [Metro logo]" or **alternative acceptable language**.

Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

11.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

11.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

11.7 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 11.

12. **OTHER TERMS AND CONDITIONS:**

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

12.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this MOU. Equipment acquired as part of the Project, including office equipment, transit vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

12.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this MOU, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or

committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this MOU. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this MOU; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

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

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

12.7 Grantee agrees that the applicable requirements of this MOU shall be included in every contract entered into by Grantee or its contractors relating to work performed under this MOU and LACMTA shall have the right to review and audit such contracts.

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

12.9 This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

12.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

12.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

12.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

12.14 Grantee will advise LACMTA prior to any key Project staffing changes.

12.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

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

ATTACHMENT A - PROJECT FUNDING

CFP#
FTIP#:

MOU.P000F
PPNO:

MEMORANDUM OF UNDERSTANDING

PROJECT TITLE:TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LOS ANGELES RIVER

GRANTEE/ PROJECT SPONSOR:

(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 5%								
Proposition C 10%								
Proposition C 25%								
Proposition C 40%								
FAU CASH					400,000	673,000	1,073,000	76.6%
LACMTA SUBTOTAL							1,073,000	76.6%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
City General Fund								
Prop A or C Local Return								
STPL								
Other *						327,000	327,000	23.4%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							327,000	23.4%
TOTAL PROGRAMMED FUNDING					\$400,000	\$1,000,000	\$1,400,000	100.0%

*LADWP has committed funding

Rev: 12.15.08

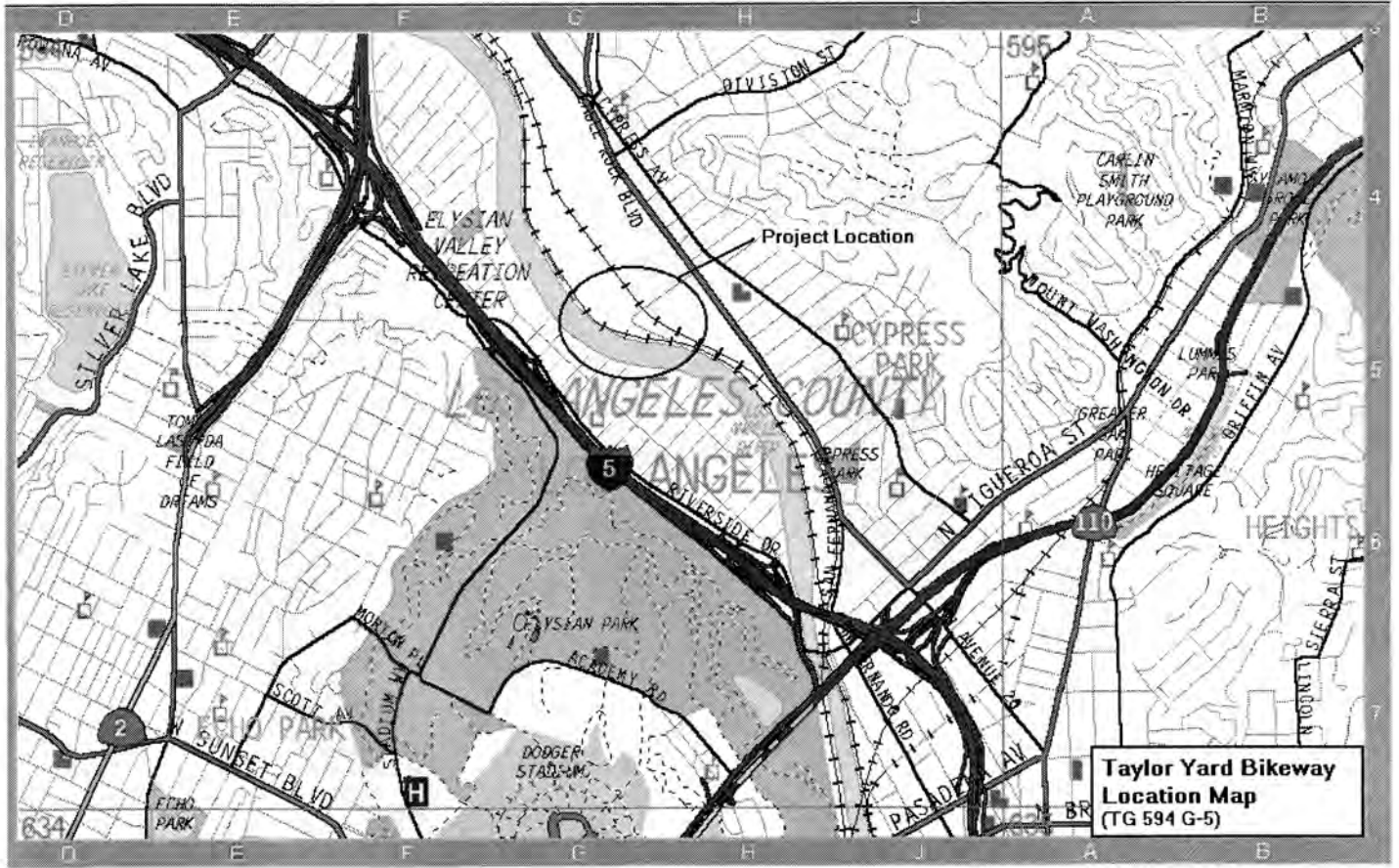
√

1,400,000

MOU Attachment A

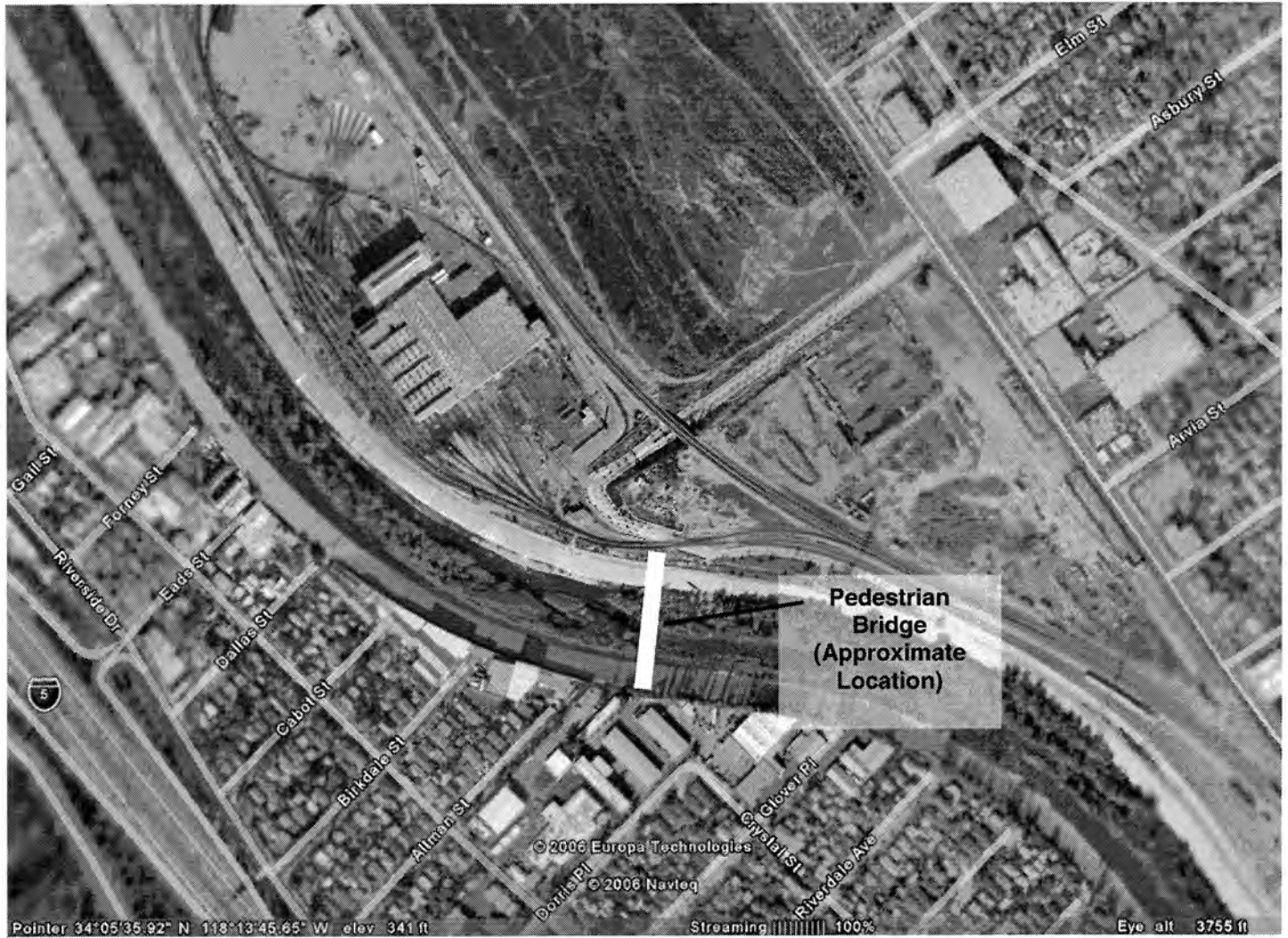
ATTACHMENT B

Figure 1: Vicinity Map



Source: Thomas Brothers Maps

Figure 2: Site Map (with approximate location of bridge)



Source: Google Earth

Figure 3: Bridge Detail (Approximate Location)



Source: Google Earth

SCOPE OF WORK
Taylor Yard Bikeway/Pedestrian Bridge Over Los Angeles

River

Location

The Taylor Yard Bikeway/Pedestrian Bridge over Los Angeles River (LAR) Project (the "Project") is located within the City of Los Angeles (the "city") in the community of Cypress Park. The bridge will cross the LAR, between the Metrolink railroad maintenance facility in Taylor Yard on the east bank and the city-owned property on the west bank. The proposed project right of way will be crossing properties owned by Union Pacific Railroad (UPRR), Metro, City of Los Angeles, and possibly private entities.

Project Description

The funds identified in this agreement will enable the completion of design for this project. The project will provide a gap closure between communities on the east and west sides of the LAR. The project features an approximately 400-foot bikeway/pedestrian and shared-use bridge across the LAR linking the existing Taylor Yard access road with the western bank of the LAR. The clear width of the bridge will be approximately 17 feet. The vertical clearance of the bridge at the centerline of the river will be determined jointly with Army Corp of Engineers, Los Angeles County Flood Control and other appropriate governmental agencies. The City will be the owner of this bridge.

The abutment location on both banks of the LAR, will be finalized after completion of the detailed engineering survey and the functionality for the bicyclists and pedestrians.

Between the existing Taylor Yard service road and the proposed bridge there will be a new at-grade crossing required for UPRR service track.

The Project's funding will complete the following services and activities: engineering design; preparation of plans, specifications and estimates (PS&E); right-of-way engineering; environmental impact analysis of the river and railroad crossings;

The design of the Project will be in conformity with the following governmental standards: City of Los Angeles; State of California Department of Transportation; and the *American Association of State Highway and Transportation Officials (AASHTO)*.

Project Funding

The City of Los Angeles has responsibility for the milestones, and MTA has the responsibility of the funding allocations.

Milestones	Duration (months)	Cost
Project Kick-off (Execute MOU Field Review.)	3	\$100,000
Preliminary Conceptual Design & Environmental documentation <i>(City will consult with Metro for various elements of the design)</i>	12	\$400,000
R/W Agreements (primarily air rights) & Environmental Clearance <i>(City will consult with Metro on the Environmental Documentation)</i>	12-18	\$500,000
Final Design and Bid Package	16	\$400,000
Total	36	\$1,400,000

- LACMTA Contribution: \$1,073,000
- LADWP Contribution: \$327,000

MOU ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.

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

**LACMTA MOU ATTACHMENT D1
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
MOU#	
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
 P.O. Box #512296, Los Angeles, CA 90051-0296** after the close
 of each quarter, but no later than November 30, February 28,
May 31 and August 31. Please note that letters or other forms
 of documentation may **not** be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

MOU #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2004-2005 2005-2006 2006-2007
 2007-2008 2008-2009 2009-2010
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

Grantees must make every effort to accurately portray milestone dates in the original MOU Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original MOU Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your MOU. **PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

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

- On schedule per original MOU schedule
- Less than 12 months behind original schedule
- Between 12-24 months behind original schedule
- More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the MOU?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

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

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

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

Signature

Date

Name

Title

ATTACHMENT E

Federal Transportation Improvement Program (FTIP) Project Sheet Instructions

PLEASE GO TO THE **ProgramMetro** FTIP DATABASE LINK BELOW:

<http://program.metro.net>

- ✓ Review & Update your projects in the FTIP through the ProgramMetro database
- ✓ Click on the **REPORTS** link -----<http://program.metro.net/reports.asp>
- ✓ Click on the **FTIP PROJECT SHEET (PDF)** link
- ✓ Under the File menu select "**Save As**" and save the PDF on your computer or network
- ✓ Attach your FTIP PROJECT SHEET (PDF) to the MOU/LOA as Attachment E
- ✓ Use typewriter tool in Adobe to Label Attachment accordingly as "Attachment E"

FTIP CONTACTS

Contact Person	Phone/FAX Information	Email:
Herman Cheng	213.922.2453 FAX 213.922.2476	Chengh@metro.net
Nancy Marroquin	213.922.7237 FAX: 213.922.2476	Marroquinn@metro.net
Avital Shavit	213.922.7518 FAX: 213.922.2476	Shavita@metro.net

SAMPLE FTIP PROJECT SHEET (PDF)

Los Angeles Metropolitan Transportation Authority
2009 Federal Transportation Improvement Program (\$000)

Submitting Agency: **Burbank, City of**

Form ID: LAE0119 BCAD RTP Project #: _____ FTRC: _____ BA Number: _____ BCAD Model #: T267		Project Title: CNG TRANSIT VEHICLES PURCHASE FOR LOCAL TRANSIT NETWORK EXPANSION Project Description: CNG TRANSIT VEHICLES PURCHASE FOR LOCAL TRANSIT NETWORK EXPANSION																																											
System: Transit Route: _____ Facility: _____ Program Code: BUN94 - BUSES-EXPANSION-ALTERNATIVE FUEL Environmental Document: CATEGORICALLY EXEMPT - 10/20/2005 Consistency Category: NON-EXEMPT Air Basin: SCAB Project Completion Date: 12/31/2011 Current Implementation Status: No Project Activity - 05/24/2007 Project Manager: _____ Last Modified By: _____	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Fiscal Year</th> <th>Revenue Source</th> <th>Engineering</th> <th>Right of Way</th> <th>Construction</th> <th>Total Revenue</th> </tr> </thead> <tbody> <tr> <td>06/07</td> <td>5309c - PTA Bus Discretionary</td> <td></td> <td></td> <td>\$177</td> <td>\$177</td> </tr> <tr> <td>07/08</td> <td>5309c - PTA Bus Discretionary</td> <td></td> <td></td> <td>\$98</td> <td>\$98</td> </tr> <tr> <td>08/09</td> <td>5309c - PTA Bus Discretionary</td> <td></td> <td></td> <td>\$102</td> <td>\$102</td> </tr> <tr> <td>09/07</td> <td>CITY - City Funds</td> <td></td> <td></td> <td>\$18</td> <td>\$18</td> </tr> <tr> <td>09/07</td> <td>054 - General Funds - Locally Generated</td> <td></td> <td></td> <td>\$225</td> <td>\$225</td> </tr> <tr> <td></td> <td></td> <td>\$0</td> <td>\$0</td> <td>\$640</td> <td>\$640</td> </tr> </tbody> </table>	Fiscal Year	Revenue Source	Engineering	Right of Way	Construction	Total Revenue	06/07	5309c - PTA Bus Discretionary			\$177	\$177	07/08	5309c - PTA Bus Discretionary			\$98	\$98	08/09	5309c - PTA Bus Discretionary			\$102	\$102	09/07	CITY - City Funds			\$18	\$18	09/07	054 - General Funds - Locally Generated			\$225	\$225			\$0	\$0	\$640	\$640	Total Cost: \$640	
Fiscal Year	Revenue Source	Engineering	Right of Way	Construction	Total Revenue																																								
06/07	5309c - PTA Bus Discretionary			\$177	\$177																																								
07/08	5309c - PTA Bus Discretionary			\$98	\$98																																								
08/09	5309c - PTA Bus Discretionary			\$102	\$102																																								
09/07	CITY - City Funds			\$18	\$18																																								
09/07	054 - General Funds - Locally Generated			\$225	\$225																																								
		\$0	\$0	\$640	\$640																																								

Page 1

Wednesday, October 2, 2007

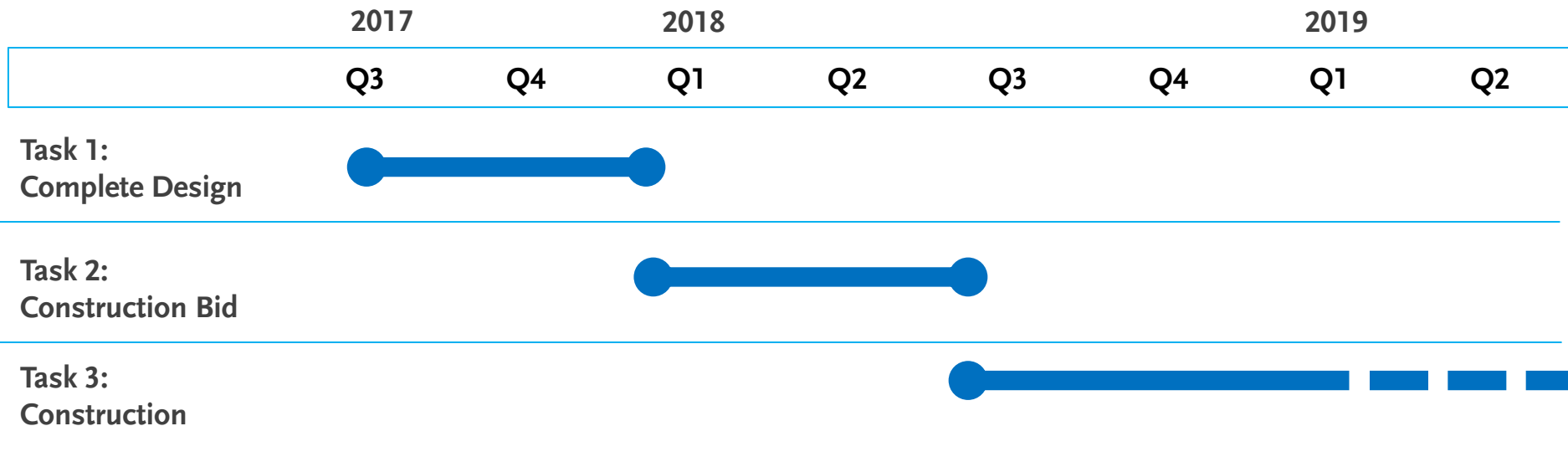
Site Plan and Rendering



Site Plan and Rendering



Project Schedule



Project Budget

Date: 05/25/2017

To: Marie Sullivan
Metro, Principal Transportation Planner

From: Nur Malhis
Bureau of Engineering, Architectural Division

Subject: **TAYLOR YARD BIKEWAY/PEDESTRIAN BRIDGE OVER LA RIVER
CONSTRUCTION FUNDING OUTLOOK**

FUNDS NEEDED FOR CONSTRUCTION		
Item	Cost	Comments
TAYLOR YARD BRIDGE (ORIGINAL SCOPE)		
Construction Cost	\$16 M	Escalation at 5% / Year, assuming construction mid point date of Nov 2019
Construction Contingency	\$3.2 M	20% of Construction Cost
TOTAL Construction (Hard Cost)	\$19.2 M	
TOTAL Construction Engineering-Administration /Indirect Costs (PM, CM, Consultant, Inspection, Mitigation Monitoring)	\$2.5 M	Approximately 15% of Total Construction Cost
TOTAL Construction Cost	\$21.7 M	
<i>Assuming July 2018 Start Date</i>		